

PORT OF BROOKINGS HARBOR
Board of Commissioners
Regular Meeting Agenda

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

Tuesday, November 21, 2017 • 7:00 pm

Agenda

- | | |
|--|---------------|
| 1. Call to Order and Roll Call | |
| 2. Pledge of Allegiance | |
| 3. Approval of Agenda | |
| 4. Approval of Minutes | Page # |
| a. Regular Meeting – Tuesday, October 17, 2017 | 1 |
| 5. Financial & Managers Report | 6 |
| 6. Agenda Related Public Comments * | |
| 7. Old Business | |
| a. Coast Guard Vessel in Boat Yard – Location within Port | 40 |
| b. Slugs N Stones N Ice Cream Cones Lease & Sale Agreement | 47 |
| c. Port Counsel Procurement | 79 |
| d. Bubbles Harbor Boutique Lease – Update | 84 |
| e. Oregon Treasury Pool Accounts | 85 |
| f. RV Park Electrical Repair | 87 |
| 8. New Business | |
| a. Moorage Waiting List Policy | 103 |
| b. Park Host Agreement | 141 |
| c. SDIS Safety & Security Grant | 164 |
| d. Pacific Ocean Harvesters Proposal | 171 |
| e. Public Surplus – Reserves Amounts and Accepting Bids | 192 |
| f. Port Audit FY 2016-17 Draft | 193 |
| g. Christmas Bonus | 194 |
| h. Crab Shack Lease / Moorage Renewal | 195 |
| i. Joe Speir & Roy Davis Lease | 196 |
| j. Joe Speir – Vessel Miss Emilie Lease | 217 |
| 9. Executive Session – pursuant to ORS 192.660(2)(f)(h) | |
| a. Claim to Prescriptive Easement on Righetti/Port Boundary | |
| 10. Commissioners Report | |
| 11. Non-Agenda Related Public Comments * | |
| 12. Adjournment | |

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

FULL MEETING PACKET AVAILABLE AT www.portofbrookingsharbor.com

This Institution is an Equal Opportunity Provider.

Notice of Executive Session

The Port of Brookings Harbor will hold an executive session at 7 p.m. at the Best Western Beachfront Inn Conference Room, 16011 Boat Basin Rd, Brookings, OR 97415 on Tuesday, November 21, 2017. Executive Session will consider related claim to prescriptive easement on Righetti/Port Boundary.

The Executive Session is being held pursuant to ORS 192.660 (2) (f), to consider information or records that are exempt from public inspection and ORS 192.660 (2) (h) to consult with counsel concerning legal rights and duties regarding litigation likely to be filed.

Port of Brookings Harbor Board of Commissioners
Regular Meeting Minutes
Tuesday, October 17, 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, and Position 5 President Angi Christian.

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

2. Pledge of Allegiance:

The board and public performed the pledge of allegiance.

3. Approval of Agenda:

Mr. Dehlinger requested to add under section 8 New Business, item E, Harbor Sanitary recommendations for RV Park repairs.

Sec. Martin made the motion to add in Harbor Sanitary recommendations for RV Park repairs under section 8, New Business, item E. Seconded by Vice Pres. Barbas. Voting Yes: Unanimous.

4. Approval of the Minutes:

a. Regular Meeting – Tuesday, September 19, 2017:

Vice Pres. Barbas made the motion to approve Tuesday, September 19, 2017, regular meeting minutes. Seconded by Sec. Martin. Voting Yes: unanimous.

b. Special Meeting – Wednesday, September 27, 2017 (Not available):

Will be available at next meeting.

c. Special Meeting – Friday, September 29, 2017(Not available):

Will be available at next meeting.

5. Financial & Managers Report:

Mr. Dehlinger informed the Board of where our accounts were at two years ago, last year, and where we are now. Vice Pres. Barbas informed the public that Mr. Dehlinger has been working towards having 30 days cash on hand. Mr. Dehlinger went over where we are currently, and why he is showing a negative net income, this is mainly due to the depreciation that we should be saving for the Port. Regarding the budget, income is 1.36% above our estimate and our expenditures is .5% over our estimated.

*Vice Pres. Barbas made the motion to approve of the financial report.
Seconded by Treas. Thompson. Voting Yes: Unanimous.*

Mr. Dehlinger asked if there were any questions regarding his managers report. Pres. Christian remarked to just keep them coming. Treas. Thompson commented that being at the OPPA meeting, realized that we are the only Port that posts our weekly report on our website.

*Comm. Davis made a motion to approve the managers report. Second by
Vice Pres. Barbas. Voting yes: unanimous.*

6. Agenda Related Public Comments:

Michael Pitts Campbell: Requested to postpone his comments until the non-agenda related comments, since his comment may or may not be related.

7. Old Business:

a. Commission Rules, Regulations, Duties and Responsibilities Policy:

Treas. Thompson made the motion to approve resolution 482 as written.

Vice Pres. Barbas made the motion to table this item.

Vice Pres Barbas wanted to table this item due to getting a revised version at 3:58 pm this afternoon, didn't have time to review it, and cannot understand the resolution. Believes the revised document has several things that are not legal and proposed to have about 4 to 5 workshops to correct this document.

*Pres. Christian declared Treas. Thompson motion to have failed due to
lack of a second.*

*Vice Pres. Barbas made the motion to table this item and start the
workshop process. Second by Comm. Davis.*

Treas. Thompson disagreed and believed that there was plenty of time to review this document, didn't see how a workshop would help, and couldn't understand how so many Ports could be so wrong. Pres. Christian informed the public of the history for this document. Concerned about have 4 workshops on this, and liked the one we got today and the resolution is what the City of Brookings has on their books. Extensive dialogue followed resulting in Sec. Martin suggesting having a special meeting in November regarding this. Vice Pres. Barbas stated his principle is there are 5 commissioners who are equals, and he will be looking at that throughout this document and believes this should go to legal counsel for review.

*Vote: 3-2. Voting yes: Martin, Barbas, and Davis. Voting no: Christian
and Thompson. Motion passes.*

b. Coast Guard Vessel in Boat Yard - update:

Mr. Dehlinger informed the board that the Coast Guard Auxiliary stated that they are willing to perform the work but do not have the funds to purchase the material. Comm. Davis suggested to contact Travel Oregon, and maybe Vice Pres. Barbas could help write a grant. Vice Pres. Barbas believes Travel Oregon has you match 10%. Would be willing to see what kind of support we can get for grants, and meet with city manager Gary Milliman who is with Travel Oregon, this

way we can consider what steps would be next and be willing to write a proposal for the Port to approve. Is requesting for approval to talk to Mr. Milliman and bring back some preliminary information about what he sees as a likely possibility, if Travel Oregon would not work then we can go through ODOT. Suggested to advertise for someone to do the grant writing. Mr. Dehlinger would like the board to decide where to even put the vessel, we need a location before we can go after a grant. Vice Pres. Barbas asked Mr. Dehlinger to compile a list of locations of where the vessel could go on Port grounds.

Sec. Martin made the motion to allow Vice Pres. Barbas to talk to the City of Brookings City Manager about Travel Oregon grant. Seconded by Comm. Davis. Voting Yes: Unanimous.

c. Slugs N Stones N Ice Cream Cones Lease Renewal Request:

Pres. Christian informed the public the history of this lease, and after the Sept 29 special meeting Mrs. Winegarden went to Pres. Christian and suggested instead of making the payments over the next 3 months, how about I just write a check for that amount and start paying the \$.30. Requested she put this proposal together, so the board can make a decision.

Treas. Thompson made the motion to accept the proposal of accepting the check and she owns the building and buys it from us. Seconded by Vice Pres. Barbas. Voting Yes: Unanimous.

8. New Business:

a. Event Application Update & Review – 2018 Event Scheduling:

Mr. Dehlinger wanted to bring this to the Board attention so this way organizations can start planning their events for next year, and suggests leaving the rates the same until we go over all the rates in about January or February.

Treas. Thompson made the motion to accept the managers recommendations. Seconded by Comm. Davis.

Pres. Christian called on **Michael Pitts Campbell** for his comment: on the assumption that the same rate means 240% above what we historically paid, but without consulting the committee, believes the Southern Oregon Kite Festival will be putting on their 2018 event down at the Port, future years depend on future decisions. Mr. Dehlinger is requesting for event organizers to start putting in their dates for next year so we can secure the dates.

Voting Yes: Unanimous

b. Kathy's Corner Request for Additional Retail Center Space:

Mr. Dehlinger informed the board the Scott Mathey with Kathy's Corner Market is requesting the next room over for additional storage but Mr. Dehlinger doesn't believe it's feasible and doesn't want to split up more of the retail area. There could be other options and suggested to enclose their back-end area for storage. Vice Pres. Barbas asked about what Bell & Whistle has proposed, and if this request will affect her plans. He was informed that there is competition for suite 103 from Bell & Whistle and Bubble Boutique. Mr. Dehlinger informed the board that Deborah Chalmers came to him requesting space 103, he did talk to Misty Crawford, owner of Bell & Whistle, and she was okay with Mrs. Chalmers taking suite 103. Pres. Christian doesn't want to give up good retail space for storage.

3

Sec. Martin made the motion to have Mr. Dehlinger work with Kathy's Corner Market to come up with a storage solution that doesn't involve the other retail space in that complex. Seconded by Treas. Thompson. Voting Yes: Unanimous

c. Bubbles Boutique Proposal for Retail Center Space:

Pres. Christian requested for Deborah Chalmers to come in front of the board to discuss her proposal. Vice Pres. Barbas believes we are responsible for the air conditioning, Pres. Christian disagrees since there are multiple Port offices without air conditioning and there are very few days we need AC. Comm. Davis asked Mrs. Chalmers if the AC is a necessity for her business, she responded no. Mr. Dehlinger does believe we would be responsible for the wall to separate the two suites and a door way. Since the square footage has been remeasured Mrs. Chalmers believes that suite 103 will be too small and requested to divide suite 102. Mrs. Chalmers would have the front half, and Bell and Whistle would have the back half. Mrs. Chalmers did request to be in January 2018 and start paying rent February 2018. The board agreed that they would like to hear from Mrs. Crawford about what she would like to do before moving forward.

Vice Pres. Barbas made the motion to table this item until Oct 26 Special Meeting. Seconded by Sec. Martin. Voting Yes: Unanimous

d. Oregon State Treasury LGIP Participant Application:

Mr. Dehlinger informed the board that our bank gives us a .15% interest rate, would like to open some accounts with Oregon State Treasury to receive 1.45%, and there are many small agencies that do this. Would use this account would hold onto proper tax money, would like to put the USDA money, IFA and other restricted funds into that account. Vice Pres. Barbas asked at Umpqua bank this is a FDIC guarantee account, is this still an investment account at risk? Mr. Dehlinger was unsure and would have to find this out.

Vice Pres. Barbas made the motion to accept the proposal as Mr. Dehlinger's has outlined. Seconded by Treas. Thompson. Voting yes: unanimous.

e. Harbor Sanitary Repairs for Restrooms:

Mr. Dehlinger reminded the board that the meeting last week with Harbor Sanitary, they suggested to install newer sand drain traps in the RV Park restrooms, and somehow to stop large debris from coming in. Mr. Dehlinger suggested to install doors in the restrooms to see if that would help, and upgrade all sand trap drains.

Treas. Thompson made the motion to allow Mr. Dehlinger to move forward with his proposal to fix the bathrooms and drains.

Vice Pres. Barbas offered an amendment to the motion subject to discussion with Harbor Sanitary and if major issues come back to the board.

Treas. Thompson withdrew his motion

Vice Pres. Barbas made the motion to approve the proposal subject to Mr. Dehlinger discussing with Harbor Sanitary and if major objections

9. Commissioners Report:

Treasure Roger Thompson: Went to IFA meeting with Gary and Angi which was very interesting to be up there. Went to Portland for a conference and we were the farthest away Port with the most people there, which impressed the other Ports. Pleased with how the Port is doing with Gary in charge, doing an excellent job and look forward to the future working with him. Got to see Travis take a drag pole off with the telehandler, I've seen a lot of good operators but I think he could pick up an egg and set it back down.

Secretary Andy Martin: I would like to commend Angi for being the Port Commission President, going above and beyond, working hard behind the scene and representing the Port at other functions. Couple of long phone calls with fish and wildlife, got done with the 4-day sport bubble season, allocation was 300 fish, sport produced 530 salmon and first weekend alone was 1009 angler trips. The commercial season was scheduled for 20 days, but it ended today due to already catching the 300 limit. Rockfish season closed early, our limit was 7 rockfish with the sublimit of 6 black rockfish, but predictions for next year's limit would be 5 total rockfish could be 6 in the off season, but if that's the case than for peak season would be only 4 fish.

Commissioner Roy Davis: Would like to thank the vendors who took on the chore of all the events this summer, it was a big success, and say thank you to all of you. Get your paperwork in so we can have another great season.

Vice President Jan Barbas: Also went to the Oregon Public Ports Association Conference in Portland, it was educational and eye opening. received legislator's updates, meet our lobbyist, training sessions on data security, and getting to chat with other Ports and see what they do, their current reports on business, it was a very valuable trip. Also, Oregon State legislator is considering a carbon tax, it is not favorable for rural counties, would have a fuel tax component, if passes would put 700 million dollars in new green infrastructure and energy dollars, assuming for grants.

President Angi Christian: Went to IFA, they seem very pleased, not alone does Gary give us his reports but he sends it to IFA. What I have gathered is that they are reading those reports, reading the newspaper, and watching us very closely but they are please and we are heading in the right direction. We will be caught up in our rears payment by the first quarter of next year. Went to Portland, good education, good networking. Gary and I attended South Coast Fisherman's Association meeting last month, good to be mending some fencing and will be attending the next meeting tomorrow night.

10. Non-Agenda Related Public Comments:

No non-agenda related public comments.

11. Adjournment:

The meeting was unanimously adjourned at 8:33 p.m.

5

Port Commissioner

DRAFT

FINANCIAL REPORT

DATE: November 21, 2017
RE: Month End Report of Financial Activities for October 2017
TO: Port of Brookings Harbor, Board of Commissioners
PRESENT BY: Gary Dehlinger, Port Manager

Accrual Basis – October 2017, Approximate Net Income **(\$104)**

BEACHFRONT RV PARK – NET INCOME \$9,917

- October Revenue - \$39,680. Expenses \$24,387
- September occupancy was 23%
- Loan Payment Amount \$3,674
- Depreciation Amount \$1,702

BOAT YARD – NET INCOME (\$10,850)

- October Revenue - \$10,302. Expenses \$14,731
- 2 paying vessels (Barbara Lee and Radiant)
- 4 nonpaying vessels (Shelliagh, Salina, Katish and Zia)
- 6 abandon / Port vessels in the boat yard
- Loan Payment Amount \$4,659
- Depreciation Amount \$1,762
- Monthly rental for Reach Forklift \$5,199 included in the expenses

MARINA – NET INCOME (\$37,146)

- October Revenue - \$55,632. Expenses \$63,190
- 166 moorage slips
- 59 gear and boat storage rentals
- Loan Payment Amount \$14,860
- Depreciation Amount \$14,728

COMMERCIAL / RETAIL LEASES – NET INCOME \$9,847

- October Revenue - \$41,791. Expenses \$9,981
- 34 Land, dock and retail space leases
- Loan Payment Amount \$11,236
- Depreciation Amount \$10,727

FUEL DOCK – NET INCOME \$4,103

- October Revenue - \$18,292. Expenses \$11,602
- Purchased 6,453 gallons of diesel fuel and 1,192 gallons of non-ethanol
- Pumped 5,976 gallons of diesel and 322 gallons on non-ethanol to 35 vessels
- End of the month inventory for diesel 5,313 gallons and non-ethanol 2,034 gallons
- Loan Payment Amount \$1,754
- Depreciation Amount \$833

LAND USE EVENTS – NET INCOME \$24,025

- October Revenue - \$24,219. Expense \$194 (Electrical Meters - Boardwalk, Kite Field and Parking Lot)
- Saturday Market hosted by Chetco Brewing ended at the Boardwalk this month
- USFS paid for the land used for the fire camp.

TRANSFERS FROM GENERAL FUND

- Total transfers to Debt Service Fund \$29,863
- Total transfers to Bond Debt Fund \$12,511
- Total transfers to Capital Projects Fund \$0
- Total transfers to Reserve Fund \$0

DOCUMENTS

Packet #

- | | |
|---|----|
| • Month End Fund Report – October 2017, 1 page | 8 |
| • October 2017 Check Register, 2 pages | 9 |
| • Balance Sheet as of October 31, 2017, 3 pages | 12 |
| • Profit & Loss October 2017 Budget Performance, 2 pages | 15 |
| • Profit & Loss October 2017, 4 pages | 17 |
| • Profit & Loss October Prev. Year Comparison, 5 pages | 21 |
| • Profit & Loss per Class for October 2017, 9 pages | 26 |
| • Beachfront RV Park October 2017 Guest Report, 1 page | 35 |
| • Beachfront RV Park Guest Forecast Report for Nov & Dec, 2 pages | 36 |
| • Commercial / Retail Leases List, 2 pages | 38 |

COMMISSIONERS ACTION

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

PORT OF BROOKINGS HARBOR

MONTH END FUND REPORT – OCTOBER 2017

GENERAL FUND

- \$ 41,435 General Fund
 - \$ 47,171 Fuel Dock Account
 - \$ 1,795 Cash on Hand/Petty Cash (RV Park, fuel dock and office)
 - \$ 90,401 Total Cash General Fund **30-Day reserve amount \$181,789 (without depreciation)**
-

REVENUE BOND FUND - Restricted

- \$143,175 Revenue Bond Fund \$143,132 Yearly (\$13,012 must remain in fund)
USDA Loan - \$130,120, payment due Nov 5th – Week 52
(\$2,502.30 average each week to reach payment, currently \$0 short)
-

DEBT SERVICE FUND - Restricted

- \$ 36,963 Debt Service Fund \$62,500 Quarterly (IFA Business Oregon)
Week 4, next payment due Dec 31 (6 payments behind approx. \$330,581)
(\$4,807.69 average each week to reach payment, currently \$0 short)
 - \$ 4,672 Travel Lift Lease monthly payment, Week 3. Monthly payment \$4,659
-

CAPITAL PROJECTS FUND - Restricted

- \$ 59,279 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
Demoed Sept '17 Replace RV Park Laundromat
Repair & Upgrade Commercial Receiving Dock
Scheduled Nov '17 Repair & Upgrade Slugs N Stones Sewer Tank & Enclosure
Repair & Upgrade Zola's Sewer Tank & Enclosure
Purchased Sept '17 Install Trench Drain at Boat Launch Ramp
Completed Aug '17 Install Rock Landscaping at Boat Launch Parking Lot
-

RESERVE FUND - Restricted

- \$ 11,000 Reserve Fund
(\$5,296,203 Based on current depreciation - draft list)
-

- \$255,089 Total Restricted Cash
- \$345,491 Total Cash

Port of Brookings Harbor General Funds (Check Register)

Oct 1, 2017 - Oct 31, 2017

Type	Date	Nu	Name	Memo	Amount
1001 - CASH & CASH EQUIVALENTS					
1002 - General Funds Ckg 3634					
Transfer					
Check	10/24/2017	DEBIT	ADP	Funds Transfer- USCG October lease pmt to General Funds	923.24
Check	10/06/2017	DEBIT	Elavon	Advice of Debit #500952824 PAYROLL 09/27/2017	-113.35
Check	10/02/2017	DEBIT	Elavon	SEPTEMBER 2017 MERCHANT SERVICE FEE ACCT#316	-623.48
Check	10/02/2017	DEBIT	Elavon	SEPTEMBER 2017 Merchant Service Fee - acct#873 Ventek	-79.94
Check	10/02/2017	DEBIT	Elavon	SEPTEMBER 2017 MERCHANT SERVICE FEE ACCT#902	-1,111.43
Bill Pmt -Check	10/04/2017	DEBIT	Oregon Lodging Tax	BIN: 0294055-3; 3rd QTR State Lodging Tax Return confirmation code is 1-979-7	-4,113.56
Check	10/23/2017	DEBIT	Umpqua Bank (Service fees)	Store Currency Deposited & Sold	-2.83
Bill Pmt -Check	10/04/2017	NO CHECK	United Rentals	QuickBooks generated zero amount transaction for bill payment stub	
General Journal	10/04/2017	IFA 10/4		To transfer to Debt Service funds for 4th QTR IFA 2017 Pmt	-4,807.00
General Journal	10/04/2017	LIFT 10/4		To transfer to Debt Service funds for OCT 2017 Travellift payment	-1,165.00
General Journal	10/04/2017	USDA 10/4		To transfer to USDA Revenue Bond - savings for November 2017 pmt	-2,502.00
General Journal	10/11/2017	PAY 10/11		Rec 10/11/2017 payroll-INCLUDES US BANK SEP IRA PMT CHECK \$1491.19	-13,031.52
General Journal	10/11/2017	TAX 10/11		Rec 10/11/2017 payroll Taxes	-4,653.46
General Journal	10/12/2017	IFA 10/12		To transfer to Debt Service funds for 4th QTR IFA 2017 Pmt	-4,808.00
General Journal	10/12/2017	LIFT 10/12		To transfer to Debt Service funds for OCT 2017 Travellift payment	-1,165.00
General Journal	10/12/2017	USDA 10/12		To transfer to USDA Revenue Bond - savings for November 2017 pmt	-2,502.00
General Journal	10/18/2017	IFA 10/18		To transfer to Debt Service funds for 4th QTR IFA 2017 Pmt	-4,808.00
General Journal	10/18/2017	LIFT 10/18		To transfer to Debt Service funds for OCT 2017 Travellift payment	-1,165.00
General Journal	10/18/2017	USDA 10/18		To transfer to USDA Revenue Bond - savings for November 2017 pmt	-2,502.00
General Journal	10/24/2017	IFA 10/24		To transfer to Debt Service funds for 4th QTR IFA 2017 Pmt	-4,808.00
General Journal	10/24/2017	LIFT 10/24		To transfer to Debt Service funds for OCT 2017 Travellift payment	-1,165.00
General Journal	10/24/2017	USDA 10/24		To transfer to USDA Revenue Bond - savings for November 2017 pmt	-2,502.00
General Journal	10/25/2017	PAY 10/25		Rec 10/25/2017 payroll- INCLUDES US BANK SEP IRA PMT CHECK \$1491.46	-13,042.43
General Journal	10/25/2017	TAX 10/25		Rec 10/25/2017 payroll Taxes	-4,633.19
General Journal	10/31/2017	IFA 10/31		To transfer to Debt Service funds for 4th QTR IFA 2017 Pmt	-4,807.00
General Journal	10/31/2017	LIFT 10/31		To transfer to Debt Service funds for NOV 2017 Travellift payment	-1,165.00
General Journal	10/31/2017	USDA 10/31		To transfer to USDA Revenue Bond - savings for November 2017 pmt	-2,502.00
Bill Pmt -Check	10/02/2017	8331	Kerr's Ace Hardware Inc	Customer#56	-898.61
Bill Pmt -Check	10/04/2017	8333	Coos-Curry Electric Cooperative, Inc ACCT # 67601		-6,920.85
Bill Pmt -Check	10/04/2017	8334	EMC-Engineers/Scientists, LLC	8/15-9/15/17: Bathymetric Survey	-3,160.00
Bill Pmt -Check	10/04/2017	8335	Harbor Sanitary District	SEPT 2017 Sanitary Bill	-2,752.08
Bill Pmt -Check	10/04/2017	8336	BI-MART	Account #931481	-312.73
Bill Pmt -Check	10/04/2017	8337	In-Motion Graphics and Design, LLC	Installation for Feb invoice#8005 - they did not charge correctly	-28.00
Bill Pmt -Check	10/04/2017	8338	NAPA Auto Part	ACCT#60285	-47.92
Bill Pmt -Check	10/12/2017	8339	Bullet Rental	Rental of EXCAVATOR to demolish Mini Mart	-925.00
Bill Pmt -Check	10/12/2017	8340	Curry Transfer & Recycling	Account #2040-2434-001	-11,775.83
Bill Pmt -Check	10/12/2017	8341	Del-Cur Supply Co-op		-1,241.87
Bill Pmt -Check	10/12/2017	8342	EMC-Engineers/Scientists, LLC	CAD Review & Report on Bathymetric Survey of Basins 1 & 2	-1,620.00
Bill Pmt -Check	10/12/2017	8343	Engineering Tech. Services	CAD Drawing for Bathymetric Survey of Basins 1 & 2	-1,320.00
Bill Pmt -Check	10/12/2017	8344	Eureka Oxygen Co.	SEPTEMBER 2017 Monthly Cylinder Rental	-148.10
Bill Pmt -Check	10/12/2017	8345	Grimstad & Associates	Work in Progress; Preparation of audit report for year ended June 30, 2017	-4,000.00
Bill Pmt -Check	10/12/2017	8346	Harbor Water District P.U.D.	8/21-9/20 SERVICE/WATER BILL	-1,525.92
Bill Pmt -Check	10/12/2017	8347	Quill Corporation	ACCT#1932158	-62.99

Port of Brookings Harbor General Funds (Check Register)

Oct 1, 2017 - Oct 31, 2017

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	10/12/2017	8348	Roto Rooter	2940-522445-001	-390.00
Bill Pmt -Check	10/12/2017	8349	South Coast Knight Security	Patrol for Sept 2017 & 1 Security Officer at Mtg 9/19/17	-1,045.00
Check	10/16/2017	8350	Shepard, Danielle	Reimbursement - Lodging & Meals 10/5/17 Conference in Portland	-158.52
Check	10/18/2017	8352	Spani, Tom	Refund for overpayment for annual moorage payment	-2.08
Bill Pmt -Check	10/18/2017	8353	Gold Beach Lumber Yard, Inc.	Account #776	-64.35
Bill Pmt -Check	10/18/2017	8354	Dan's Auto Parts	2 AIR FILTER FOR EQ#3707 Ride-on Lawn Mower	-34.28
Bill Pmt -Check	10/18/2017	8355	Curry Equipment	SHARPEN CHAINSAW BLADES	-18.00
Bill Pmt -Check	10/18/2017	8356	Fastenal Industrial Supplies	Customer No. ORBRK0013	-87.63
Bill Pmt -Check	10/18/2017	8357	KDRV News Watch 12	WEATHER CAM NETWORK SPONSOR / DIGITAL 9/1/17-9/30/17	-500.00
Bill Pmt -Check	10/18/2017	8358	Oregon Travel Experience	permit renewal payment for the Highway Directional Signing program at the RV p	-330.00
Bill Pmt -Check	10/18/2017	8359	Spec Dist Assoc of OR- Healthcare	Customer #: 03-0016414	-5,990.55
Bill Pmt -Check	10/18/2017	8360	Suburban Propane	PROPANE for RV Park delivery 10/5/17	-76.55
Bill Pmt -Check	10/18/2017	8361	Western Communications	ACCT# 816180	-202.10
Bill Pmt -Check	10/18/2017	8362	Xerox Capital Services, LLC		-792.98
Bill Pmt -Check	10/24/2017	8363	Anchor Lock & Key	MASTER LOCK PADLOCK for Trash Barrels	-96.00
Bill Pmt -Check	10/24/2017	8364	Brookings Tech	Labor to install receiver for RV TV (repair)	-140.00
Bill Pmt -Check	10/24/2017	8365	Gold Beach Lumber Yard, Inc.	Account #776	-430.52
Bill Pmt -Check	10/24/2017	8366	Gowman Electric, Inc.	Changed a plug at O-16	-80.00
Bill Pmt -Check	10/24/2017	8367	Kerr's Ace Hardware Inc	Customer#56	-1,402.13
Bill Pmt -Check	10/24/2017	8368	NAPA Auto Part	ACCT#60285	-5.46
Bill Pmt -Check	10/24/2017	8369	Oregon State Marine Board	Overpayment of Maintenance Assistance Program (MAP) grant fund for FY17	-40.00
Bill Pmt -Check	10/24/2017	8370	Peterson Cat Rental Store	Account#4799830	-5,199.48
Bill Pmt -Check	10/24/2017	8371	Phillips, Michael G	VOID: Dive Survey Fee & Rigging, Boat Rental & Operations	-8,187.35
Bill Pmt -Check	10/24/2017	8372	Spec Dist Assoc of OR- Prop & Cas	Policy#31P16414-203 Customer ID: 01-16414	-2,496.25
Bill Pmt -Check	10/24/2017	8373	Stebbins Coffey & Collins	LEGAL ASSISTANCE SEPTEMBER 2017	-1,500.00
Bill Pmt -Check	10/30/2017	8374	Phillips, Michael G	Dive Survey Fee & Rigging, Boat Rental & Operations	-6,938.73
Bill Pmt -Check	10/31/2017	8375	Rogue Credit Union	ACCT #306-89 CARD#8593	-6,881.99
Bill Pmt -Check	10/31/2017	8376	Coos-Curry Electric Cooperative, Inc	ACCT # 67601	-675.09
Bill Pmt -Check	10/31/2017	8377	Curry County Tax Collector	Property Tax for 2017-2018 "Chamber Bldg & Mainbrace"	-478.37
Bill Pmt -Check	10/31/2017	8378	Del-Cur Supply Co-op	Disconnection Fee Inspection Laundromat/Feley's	-92.00
Bill Pmt -Check	10/31/2017	8379	Harbor Sanitary District		-782.54
Bill Pmt -Check	10/31/2017	8380	Pape Machinery Exchange		-248.00
Bill Pmt -Check	10/31/2017	8381	Roto Rooter	2940-522445-001	-602.00
Bill Pmt -Check	10/31/2017	8382	Lease Finance Partners	LEASE#00040031070	-165,563.80
Total 1002 - General Funds Ckg 3634					
1003 - FUEL DOCK					
Check	10/02/2017	DEBIT	Elavon	SEPTEMBER 2017 MERCHANT SERVICE FEE ACCT#951	-288.72
Bill Pmt -Check	10/04/2017	8332	Carson	CUSTOMER # 76-0011262	-10,915.48
Bill Pmt -Check	10/18/2017	8351	Carson	CUSTOMER # 76-0011262	-8,667.33
Total 1003 - FUEL DOCK					-19,871.53
1001 - CASH & CASH EQUIVALENTS - Other					
Total 1001 - CASH & CASH EQUIVALENTS - Other					
Total 1001 - CASH & CASH EQUIVALENTS					
1004 - RESTRICTED - CASH/EQUIVALENTS					
1005 - Capital Projects Fund 8018					
					-185,435.33

Port of Brookings Harbor General Funds (Check Register)

Oct 1, 2017 - Oct 31, 2017

Type	Date	Num	Name	Memo	Amount
Transfer	10/24/2017			Funds Transfer- USCG October lease pmt to General Funds	-923.24
Bill Pmt -Check	10/18/2017	142	Fastenal Industrial Supplies	Customer No.ORBKR0013	-21.64
Bill Pmt -Check	10/18/2017	143	Karr's Ace Hardware Inc	Customer#56	-165.08
Total 1005 - Capital Projects Fund 8018					-1,109.96
1007 - USDA BOND MM 9529					
General Journal	10/04/2017	USDA 10/4		To transfer to USDA Revenue Bond - savings for November 2017 pmt	2,502.00
General Journal	10/12/2017	USDA 10/12		To transfer to USDA Revenue Bond - savings for November 2017 pmt	2,502.00
General Journal	10/18/2017	USDA 10/18		To transfer to USDA Revenue Bond - savings for November 2017 pmt	2,502.00
General Journal	10/24/2017	USDA 10/24		To transfer to USDA Revenue Bond - savings for November 2017 pmt	2,503.00
General Journal	10/31/2017	USDA 10/31		To transfer to USDA Revenue Bond - savings for November 2017 pmt	2,502.00
Total 1007 - USDA BOND MM 9529					12,511.00
1008 - Debt Service Fund MM 8627					
IFA LOAN SAVINGS					
General Journal	10/04/2017	IFA 10/4		To transfer to Debt Service funds for 4th QTR IFA 2017 Pmt	4,807.00
General Journal	10/12/2017	IFA 10/12		To transfer to Debt Service funds for 4th QTR IFA 2017 Pmt	4,808.00
General Journal	10/18/2017	IFA 10/18		To transfer to Debt Service funds for 4th QTR IFA 2017 Pmt	4,808.00
General Journal	10/24/2017	IFA 10/24		To transfer to Debt Service funds for 4th QTR IFA 2017 Pmt	4,808.00
General Journal	10/31/2017	IFA 10/31		To transfer to Debt Service funds for 4th QTR IFA 2017 Pmt	4,807.00
Total IFA LOAN SAVINGS					24,038.00
TRAVEL LIFT					
Check	10/23/2017	DEBIT	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #12	-4,659.00
General Journal	10/04/2017	LIFT 10/4		To transfer to Debt Service funds for OCT 2017 Travelift payment	1,165.00
General Journal	10/12/2017	LIFT 10/12		To transfer to Debt Service funds for NOV 2017 Travelift payment	1,165.00
General Journal	10/18/2017	LIFT 10/18		To transfer to Debt Service funds for NOV 2017 Travelift payment	1,165.00
General Journal	10/24/2017	LIFT 10/24		To transfer to Debt Service funds for OCT 2017 Travelift payment	1,165.00
General Journal	10/31/2017	LIFT 10/31		To transfer to Debt Service funds for NOV 2017 Travelift payment	1,165.00
Total TRAVEL LIFT					1,166.00
1008 - Debt Service Fund MM 8627 - Other					
Total 1008 - Debt Service Fund MM 8627 - Other					25,204.00
Total 1008 - Debt Service Fund MM 8627					36,605.04
Total 1004 - RESTRICTED - CASH/EQUIVALENTS					-148,830.29
TOTAL					

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

	<u>Oct 31, 17</u>
ASSETS	
Current Assets	
Checking/Savings	
1001 - CASH & CASH EQUIVALENTS	
1002 - General Funds Ckg 3634	41,435.48
1003 - FUEL DOCK	47,171.32
Total 1001 - CASH & CASH EQUIVALENTS	88,606.80
1004 - RESTRICTED - CASH/EQUIVALENTS	
1005 - Capital Projects Fund 8018	59,279.11
1006 - RESERVE FUND	11,000.00
1007 - USDA BOND MM 9529	143,174.66
1008 - Debt Service Fund MM 8627	
IFA LOAN SAVINGS	36,963.51
TRAVEL LIFT	4,672.00
Total 1008 - Debt Service Fund MM 8627	41,635.51
Total 1004 - RESTRICTED - CASH/EQUIVALENTS	255,089.28
1012 - Cash on Hand/Petty Cash	
1014 - Office/Financial Assistant	374.85
1015 - Fuel Dock Cash Drawer	400.00
1018 - RV Park Cash Drawer	620.00
1022 - Office/Danielle	200.00
1023 - Office/Reception Cash Drawer	200.00
Total 1012 - Cash on Hand/Petty Cash	1,794.85
Total Checking/Savings	345,490.93
Accounts Receivable	
1200 - Accounts Receivable Account	52,277.63
Total Accounts Receivable	52,277.63
Other Current Assets	
1210 - A/R-Auditor Adjustment Account	14,926.01
1305 - FUEL Inventory	25,235.32
1310 - Prepaid Insurance	14,081.00
1320 - Due from Other Port Funds	
1322 - Due from Capital Projects Fund	22,428.04
Total 1320 - Due from Other Port Funds	22,428.04
1330 - Trans out to Other Port Funds	
1334 - Trans out to Capital Proj Fund	47,972.98
1336 - Trans out to Reserve Fund	11,000.00
1338 - Trans out to USDA Bond Fund	83,088.60
1340 - Trans out to Debt Service Fund	109,067.39
Total 1330 - Trans out to Other Port Funds	251,128.97
1400 - RECEIVABLES	
1405 - Grants Receivables	
1408 - Dock Renovation L16010	1,520,579.00
Total 1405 - Grants Receivables	1,520,579.00

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

	Oct 31, 17
Total 1400 · RECEIVABLES	1,520,579.00
1499 · Undeposited Funds	3,688.82
Total Other Current Assets	1,852,067.16
Total Current Assets	2,249,835.72
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	190,982.00
Total 1630 · Equipment	560,433.50
Total 1600 · Fixed Asset	18,672,879.93
1690 · Allowance for depreciation	-5,296,202.00
Total Fixed Assets	13,376,677.93
TOTAL ASSETS	15,626,513.65
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · General Fund Accts Payable	29,555.34
2002 · Capital Projects Accts Payable	220.80
Total Accounts Payable	29,776.14
Credit Cards	
2008 · RCU VISA ACCT	2,483.25
Total Credit Cards	2,483.25
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	540.00
2026 · Deposits Payable	1,000.00
2100 · Payroll Liabilities	
Employee Benefits	
2114 · Dental Insurance/Dependents	19.16
2116 · Medical Ins./Dependents	250.49
Total Employee Benefits	269.65
Total 2100 · Payroll Liabilities	269.65
2120 · Due to Other Port Funds	
2122 · Due to Capital Projects Fund	22,428.04
Total 2120 · Due to Other Port Funds	22,428.04
2130 · Trans in to Other Port Funds	

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

	<u>Oct 31, 17</u>
2134 · Trans in to Capital Proj Fund	47,972.98
2136 · Trans in to Reserve Fund	11,000.00
2138 · Trans in to USDA Bond Fund	83,088.60
2140 · Trans in to Debt Service Fund	<u>109,067.39</u>
Total 2130 · Trans in to Other Port Funds	251,128.97
2150 · Current Portion of LT Debt	<u>1,158,799.00</u>
Total Other Current Liabilities	<u>1,482,508.75</u>
Total Current Liabilities	1,514,768.14
Long Term Liabilities	
2200 · Notes Payable	
Revenue Bonds Payable	
2280 · USDA #97-02	<u>1,287,801.78</u>
Total Revenue Bonds Payable	1,287,801.78
2205 · 50 BFMII Travelift Mobile Boat	284,705.85
2235 · Land Purchase-Kyle Aubin	16,632.00
2250 · OEDD/Restructure Prin Pmts	
IFA/OBDD LOANS	
2256 · IFA/OBDD #520139/Boardwalk	87,249.42
2257 · IFA/OBDD #525172/RV Park Improv	147,099.58
2258 · IFA/OBDD #525176/Green Bldg	325,301.21
2259 · IFA/OBDD #525181/EurekaFishery	<u>215,213.66</u>
Total IFA/OBDD LOANS	774,863.87
IFA/SPWF LOANS	
2261 · IFA/SPWF L02009/Cold Storage	877,903.22
2263 · IFA/SPWF L96003/RV Park Beach	92,379.42
2264 · IFA/SPWF L98004/Dock Improv	247,745.85
2265 · L02001/Marine Fueling Dock	221,042.92
2266 · X03004/Eureka Fishery Invoice	233,788.50
2267 · L16010/Comm Rec Dock Reno	<u>1,520,579.00</u>
Total IFA/SPWF LOANS	<u>3,193,438.91</u>
Total 2250 · OEDD/Restructure Prin Pmts	<u>3,968,302.78</u>
Total 2200 · Notes Payable	5,557,442.41
2206 · INTEREST PAYABLE RESTRICTED	43,657.00
2207 · Accrued Interest payable	2,605,943.00
2290 · Less current portion	<u>-1,158,799.00</u>
Total Long Term Liabilities	<u>7,048,243.41</u>
Total Liabilities	8,563,011.55
Equity	
2900 · Port Equity Account	7,162,741.28
3900 · RETAINED EARNINGS	-349,519.67
Net Income	<u>250,280.49</u>
Total Equity	<u>7,063,502.10</u>
TOTAL LIABILITIES & EQUITY	<u><u>15,626,513.65</u></u>

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

	Jul - Oct 17	Budget	% of Budget
Ordinary Income/Expense			
Income			
4100 · MARINA/ADMINISTRATION	191,929.20	731,532.00	26.24%
4200 · COMMERCIAL RETAIL	167,690.69	559,042.00	30.0%
4400 · RV PARK	284,944.90	545,395.00	52.25%
4500 · FUEL SALES	168,344.72	564,761.00	29.81%
4600 · BOATYARD	42,206.80	222,240.00	18.99%
4900 · PROPERTY GROUND EVENT USE	28,282.25	12,100.00	233.74%
Total Income	883,398.56	2,635,070.00	33.53%
Gross Profit	883,398.56	2,635,070.00	33.53%
Expense			
5000 · PERSONNEL SERVICES/PAYROLL			
5010 · WAGES & SALARIES	127,819.83	452,006.00	28.28%
5060 · EMPLOYEE COSTS & BENEFITS	68,290.00	144,250.00	47.34%
5540 · MINI-MART (Cost of Goods)			
6000 · MATERIALS & SERVICES			
6001 · ADVERTISING & NOTIFICATIONS	4,424.00	6,549.00	67.55%
6100 · REPAIRS & MAINTENANCE	73,360.82	241,072.00	30.43%
6150 · FUEL purchased for resale	129,981.71	440,400.00	29.51%
6200 · UTILITIES	106,373.65	316,389.00	33.62%
6300 · OFFICE EXPENSE	19,177.94	53,806.00	35.64%
6350 · BANK SERVICE & FINANCE FEES	11,481.35	28,505.00	40.28%
6400 · TRAVEL & ENTERTAINMENT		2,340.00	
6500 · PERMITS, LICENSES, TAXES & MISC	8,278.57	20,208.00	40.97%
6585 · HARBOR RFPD SERVICE		15,000.00	
6600 · BAD DEBT	611.51	5,507.00	11.1%
6800 · INSURANCE; PROP & CAS, BOND	33,972.40	96,852.00	35.08%
6900 · PROFESSIONAL FEES	33,638.23	63,272.00	53.16%
Total Expense	617,410.01	1,886,156.00	32.73%
Net Ordinary Income	265,988.55	748,914.00	35.52%
Other Income/Expense			
Other Income			
7000 · PROPERTY TAX	4,140.72	205,000.00	2.02%
7100 · INTEREST INCOME	56.99		
7110 · MISC INCOME	11,645.99		100.0%
7170 · Sale of Assets	29,076.00		
7200 · GRANT REVENUES		1,880,213.00	
7300 · FEMA REVENUE		819,761.00	
Total Other Income	44,919.70	2,904,974.00	1.55%
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	21,547.09	529,785.00	4.07%
8400 · DEBT SERVICE FUND	5,904.85	17,237.00	34.26%

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

	<u>Jul - Oct 17</u>	<u>Budget</u>	<u>% of Budget</u>
8600 · USDA REVENUE BOND		64,372.00	
Total Other Expense	60,627.76	1,676,394.00	3.62%
Net Other Income	-15,708.06	1,228,580.00	-1.28%
Net Income	<u>250,280.49</u>	<u>1,977,494.00</u>	<u>12.66%</u>

Port of Brookings Harbor
Profit & Loss
October 2017

	<u>Oct 17</u>
Ordinary Income/Expense	
Income	
4100 · MARINA/ADMINISTRATION	
4120 · Finance Charges/Income	-43.08
4125 · Administrative Fees	25.00
4130 · Boat Launch	3,110.00
4135 · Storage	2,255.00
4140 · Other Revenue	818.40
4300 · MOORAGE	
4310 · Commercial Slip Rent	8,573.29
4320 · Recreational Slip Rent	34,036.70
4325 · Transient	754.04
4335 · Dock Box	
4340 · Moorage Electric	1,182.68
4350 · Other Fees	600.00
Total 4300 · MOORAGE	<u>45,146.71</u>
Total 4100 · MARINA/ADMINISTRATION	51,312.03
4200 · COMMERCIAL RETAIL	
4210 · Commercial Retail Lease	41,346.15
4211 · CR/ Electric	62.51
4212 · CR/ Water	79.00
4214 · CR/ Sewer	32.08
4215 · Property Tax	168.75
4222 · CPI-U	102.27
Total 4200 · COMMERCIAL RETAIL	<u>41,790.76</u>
4400 · RV PARK	
4410 · Space Rental	38,871.00
4440 · Laundry & Showers	524.07
4450 · Wood Sales	170.00
4470 · Misc Purchases & Sales	115.00
Total 4400 · RV PARK	<u>39,680.07</u>
4500 · FUEL SALES	18,425.25
4600 · BOATYARD	
4630 · Other Services & Sales	1,658.75
4635 · Travel Lift Haul Out	1,509.50
4640 · Labor	200.00
4655 · Yard Days	6,933.30
Total 4600 · BOATYARD	<u>10,301.55</u>
4900 · PROPERTY GROUND EVENT USE	
4910 · Grounds Use Fee	24,412.25
Total 4900 · PROPERTY GROUND EVENT USE	<u>24,412.25</u>
Total Income	<u>185,921.91</u>
Gross Profit	185,921.91
Expense	

Port of Brookings Harbor
Profit & Loss
October 2017

	<u>Oct 17</u>
5010 · WAGES & SALARIES	
5012 · OFFICE STAFF	
5014 · Salary/Port Manager	6,058.08
5016 · Wages/Port Office	7,436.44
5018 · Wages/RV Park	3,697.97
Total 5012 · OFFICE STAFF	<u>17,192.49</u>
5020 · OPERATIONS STAFF	
5021 · Wages/Boatyard	2,553.60
5022 · Wages/Comm Retail	806.80
5023 · Wages/Fuel Dock	387.98
5024 · Wages/Land Use	63.00
5025 · Wages/Marina	5,615.01
5028 · Wages/Capital Projects	227.59
Total 5020 · OPERATIONS STAFF	<u>9,653.98</u>
5040 · OVERTIME	
5042 · OFFICE/OVERTIME	
5044 · Overtime/Port Office	218.14
5046 · Overtime/RV Park Office	345.32
Total 5042 · OFFICE/OVERTIME	<u>563.46</u>
5050 · OPERATIONS/OVERTIME	
5051 · Overtime/Boatyard	177.39
5052 · Overtime/Comm Retail	120.49
5053 · Overtime/Fuel Dock	75.60
5055 · Overtime/Marina	248.84
Total 5050 · OPERATIONS/OVERTIME	<u>622.32</u>
Total 5040 · OVERTIME	<u>1,185.78</u>
Total 5010 · WAGES & SALARIES	<u>28,032.25</u>
5060 · EMPLOYEE COSTS & BENEFITS	
5066 · Non Tax Mileage Reimbursement	127.87
5068 · Paid Time Off	1,517.78
5070 · Payroll Taxes	2,956.95
5074 · Personal Vehicle Allowance	277.00
5076 · Health Care and Dental	5,451.25
5090 · SEP Retirement	
5092 · Port Manager	633.50
5094 · Office	1,071.82
5096 · Operations	1,277.33
Total 5090 · SEP Retirement	<u>2,982.65</u>
Total 5060 · EMPLOYEE COSTS & BENEFITS	<u>13,313.50</u>
6001 · ADVERTISING & NOTIFICATIONS	
6002 · Marketing & Advertising	330.00
Total 6001 · ADVERTISING & NOTIFICATIONS	<u>330.00</u>
6100 · REPAIRS & MAINTENANCE	
6110 · Maintenance & Repairs	7,818.04

18

Port of Brookings Harbor
Profit & Loss
October 2017

	<u>Oct 17</u>
6115 · Services & Supplies	19,814.41
6125 · Tools-Under \$5,000	124.96
6135 · Security Contract	<u>1,045.00</u>
Total 6100 · REPAIRS & MAINTENANCE	28,802.41
6150 · FUEL purchased for resale	10,023.08
6200 · UTILITIES	
6210 · Telecommunications	983.78
6220 · Electric	6,881.99
6230 · Water	1,525.92
6240 · Sanitary	2,752.08
6250 · Waste Management	12,165.83
6260 · Cable TV	456.99
6270 · Propane Gas	<u>76.55</u>
Total 6200 · UTILITIES	24,843.14
6300 · OFFICE EXPENSE	
6315 · Office Services & Supplies	141.32
6320 · Leased Equipment(incl'g copier)	1,394.98
6345 · Postage	<u>20.14</u>
Total 6300 · OFFICE EXPENSE	1,556.44
6350 · BANK SERVICE & FINANCE FEES	
6335 · Merchant Services Fees	2,105.52
6360 · Bank Service Charge/Fees	<u>2.83</u>
Total 6350 · BANK SERVICE & FINANCE FEES	2,108.35
6500 · PERMITS, LICENSES, TAXES & MISC	
6510 · Conferences/Education/Meetings	158.52
6525 · Lodging Taxes	4,113.56
6545 · Taxes-Property	675.09
6575 · Permits & Licenses	92.00
6584 · Cash over/short	<u>-0.01</u>
Total 6500 · PERMITS, LICENSES, TAXES & MISC	5,039.16
6600 · BAD DEBT	499.07
6800 · INSURANCE; PROP & CAS, BOND	8,187.35
6900 · PROFESSIONAL FEES	
6920 · Audit	4,000.00
6935 · Legal	2,496.25
6945 · IT Support/Services	5,504.00
6955 · Payroll Administration Fee	<u>113.35</u>
Total 6900 · PROFESSIONAL FEES	12,113.60
Total Expense	134,848.35
Net Ordinary Income	51,073.56
Other Income/Expense	
Other Income	
7000 · PROPERTY TAX	
7010 · Previously Levied Tax	514.04

Port of Brookings Harbor
Profit & Loss
October 2017

	Oct 17
7020 · Current Tax Levy	101.83
Total 7000 · PROPERTY TAX	615.87
7100 · INTEREST INCOME	20.96
7110 · MISC INCOME	
7140 · Workers' Compensation Claims	3,704.23
Total 7110 · MISC INCOME	3,704.23
Total Other Income	4,341.06
Other Expense	
8200 · GRANT EXPENSES	
8210 · Parking Improvement Grant #1481	407.52
8215 · MAP Grant	40.00
Total 8200 · GRANT EXPENSES	447.52
8400 · DEBT SERVICE FUND	
8430 · Paid Interest	
8443 · 50 BFMII Travelift Interest	1,322.61
Total 8430 · Paid Interest	1,322.61
Total 8400 · DEBT SERVICE FUND	1,322.61
Total Other Expense	1,770.13
Net Other Income	2,570.93
Net Income	53,644.49

Port of Brookings Harbor
Profit & Loss Prev Year Comparison
October 2017

	<u>Oct 17</u>	<u>Oct 16</u>	<u>\$ Change</u>	<u>% Change</u>
Ordinary Income/Expense				
Income				
4100 · MARINA/ADMINISTRATION				
4120 · Finance Charges/Income	-43.08	1,466.92	-1,510.00	-102.94%
4125 · Administrative Fees	25.00	20.00	5.00	25.0%
4130 · Boat Launch	3,110.00	2,470.00	640.00	25.91%
4135 · Storage	2,255.00	568.88	1,686.12	296.39%
4140 · Other Revenue	818.40		818.40	100.0%
4300 · MOORAGE				
4310 · Commercial Slip Rent	8,573.29	30,876.00	-22,302.71	-72.23%
4320 · Recreational Slip Rent	34,036.70	24,329.00	9,707.70	39.9%
4325 · Transient	754.04	441.00	313.04	70.98%
4330 · Liveaboard		1,510.25	-1,510.25	-100.0%
4335 · Dock Box		279.00	-279.00	-100.0%
4340 · Moorage Electric	1,182.68	2,108.40	-925.72	-43.91%
4350 · Other Fees	600.00	300.00	300.00	100.0%
Total 4300 · MOORAGE	<u>45,146.71</u>	<u>59,843.65</u>	<u>-14,696.94</u>	<u>-24.56%</u>
Total 4100 · MARINA/ADMINISTRATION	<u>51,312.03</u>	<u>64,369.45</u>	<u>-13,057.42</u>	<u>-20.29%</u>
4200 · COMMERCIAL RETAIL				
4210 · Commercial Retail Lease	41,346.15	29,697.36	11,648.79	39.23%
4211 · CR/ Electric	62.51		62.51	100.0%
4212 · CR/ Water	79.00	31.00	48.00	154.84%
4214 · CR/ Sewer	32.08	562.70	-530.62	-94.3%
4215 · Property Tax	168.75		168.75	100.0%
4222 · CPI-U	102.27		102.27	100.0%
Total 4200 · COMMERCIAL RETAIL	<u>41,790.76</u>	<u>30,291.06</u>	<u>11,499.70</u>	<u>37.96%</u>
4400 · RV PARK				
4410 · Space Rental	38,871.00	21,100.00	17,771.00	84.22%
4430 · Mini Mart		521.11	-521.11	-100.0%
4440 · Laundry & Showers	524.07	959.50	-435.43	-45.38%
4450 · Wood Sales	170.00		170.00	100.0%
4470 · Misc Purchases & Sales	115.00	70.00	45.00	64.29%
Total 4400 · RV PARK	<u>39,680.07</u>	<u>22,650.61</u>	<u>17,029.46</u>	<u>75.18%</u>
4500 · FUEL SALES	<u>18,425.25</u>	<u>12,657.41</u>	<u>5,767.84</u>	<u>45.57%</u>
4550 · SPECIAL EVENT				
4555 · Vendors		-205.00	205.00	100.0%
Total 4550 · SPECIAL EVENT		<u>-205.00</u>	<u>205.00</u>	<u>100.0%</u>
4600 · BOATYARD				
4625 · Emergency Response & Repair		20.00	-20.00	-100.0%
4630 · Other Services & Sales	1,658.75	2,123.00	-464.25	-21.87%
4635 · Travel Lift Haul Out	1,509.50		1,509.50	100.0%
4640 · Labor	200.00	907.50	-707.50	-77.96%
4655 · Yard Days	<u>6,933.30</u>	<u>3,101.67</u>	<u>3,831.63</u>	<u>123.53%</u>

Port of Brookings Harbor
Profit & Loss Prev Year Comparison
October 2017

	Oct 17	Oct 16	\$ Change	% Change
Total 4600 · BOATYARD	10,301.55	6,152.17	4,149.38	67.45%
4700 · ICE HOUSE		11,810.00	-11,810.00	-100.0%
4800 · COLD STORAGE		763.10	-763.10	-100.0%
4900 · PROPERTY GROUND EVENT USE				
4910 · Grounds Use Fee	24,412.25		24,412.25	100.0%
Total 4900 · PROPERTY GROUND EVENT USE	24,412.25		24,412.25	100.0%
Total Income	185,921.91	148,488.80	37,433.11	25.21%
Gross Profit	185,921.91	148,488.80	37,433.11	25.21%
Expense				
5010 · WAGES & SALARIES				
5012 · OFFICE STAFF				
5014 · Salary/Port Manager	6,058.08		6,058.08	100.0%
5016 · Wages/Port Office	7,436.44	11,679.25	-4,242.81	-36.33%
5018 · Wages/RV Park	3,697.97	3,634.00	63.97	1.76%
Total 5012 · OFFICE STAFF	17,192.49	15,313.25	1,879.24	12.27%
5020 · OPERATIONS STAFF				
5021 · Wages/Boatyard	2,553.60	8,848.50	-6,294.90	-71.14%
5022 · Wages/Comm Retail	806.80		806.80	100.0%
5023 · Wages/Fuel Dock	387.98		387.98	100.0%
5024 · Wages/Land Use	63.00		63.00	100.0%
5025 · Wages/Marina	5,615.01		5,615.01	100.0%
5028 · Wages/Capital Projects	227.59		227.59	100.0%
Total 5020 · OPERATIONS STAFF	9,653.98	8,848.50	805.48	9.1%
5040 · OVERTIME				
5042 · OFFICE/OVERTIME				
5044 · Overtime/Port Office	218.14		218.14	100.0%
5046 · Overtime/RV Park Office	345.32		345.32	100.0%
5042 · OFFICE/OVERTIME - Other		611.28	-611.28	-100.0%
Total 5042 · OFFICE/OVERTIME	563.46	611.28	-47.82	-7.82%
5050 · OPERATIONS/OVERTIME				
5051 · Overtime/Boatyard	177.39		177.39	100.0%
5052 · Overtime/Comm Retail	120.49		120.49	100.0%
5053 · Overtime/Fuel Dock	75.60		75.60	100.0%
5055 · Overtime/Marina	248.84		248.84	100.0%
5050 · OPERATIONS/OVERTIME - Other		2,018.25	-2,018.25	-100.0%
Total 5050 · OPERATIONS/OVERTIME	622.32	2,018.25	-1,395.93	-69.17%
5040 · OVERTIME - Other		95.63	-95.63	-100.0%
Total 5040 · OVERTIME	1,185.78	2,725.16	-1,539.38	-56.49%
Total 5010 · WAGES & SALARIES	28,032.25	26,886.91	1,145.34	4.26%
5060 · EMPLOYEE COSTS & BENEFITS				
5062 · Disability Bank		486.38	-486.38	-100.0%
5066 · Non Tax Mileage Reimbursement	127.87	581.47	-453.60	-78.01%
5068 · Paid Time Off	1,517.78	1,100.00	417.78	37.98%

Port of Brookings Harbor
Profit & Loss Prev Year Comparison
October 2017

	Oct 17	Oct 16	\$ Change	% Change
5070 · Payroll Taxes	2,956.95	2,781.18	175.77	6.32%
5072 · Workers Compensation		-88.90	88.90	100.0%
5074 · Personal Vehicle Allowance	277.00	277.00		
5076 · Health Care and Dental	5,451.25	4,259.72	1,191.53	27.97%
5090 · SEP Retirement				
5092 · Port Manager	633.50		633.50	100.0%
5094 · Office	1,071.82	1,379.02	-307.20	-22.28%
5096 · Operations	1,277.33	993.93	283.40	28.51%
Total 5090 · SEP Retirement	2,982.65	2,372.95	609.70	25.69%
Total 5060 · EMPLOYEE COSTS & BENEFITS	13,313.50	11,769.80	1,543.70	13.12%
5540 · MINI-MART (Cost of Goods)		1,770.52	-1,770.52	-100.0%
6001 · ADVERTISING & NOTIFICATIONS				
6002 · Marketing & Advertising	330.00	319.00	11.00	3.45%
6001 · ADVERTISING & NOTIFICATIONS - Other		43.75	-43.75	-100.0%
Total 6001 · ADVERTISING & NOTIFICATIONS	330.00	362.75	-32.75	-9.03%
6100 · REPAIRS & MAINTENANCE				
6110 · Maintenance & Repairs	7,818.04	13,996.76	-6,178.72	-44.14%
6115 · Services & Supplies	19,814.41	7,018.36	12,796.05	182.32%
6125 · Tools-Under \$5,000	124.96		124.96	100.0%
6130 · Janitorial Services		6,000.00	-6,000.00	-100.0%
6135 · Security Contract	1,045.00		1,045.00	100.0%
Total 6100 · REPAIRS & MAINTENANCE	28,802.41	27,015.12	1,787.29	6.62%
6150 · FUEL purchased for resale	10,023.08	9,368.78	654.30	6.98%
6200 · UTILITIES				
6210 · Telecommunications	983.78	-767.01	1,750.79	228.26%
6220 · Electric	6,881.99	16,580.34	-9,698.35	-58.49%
6230 · Water	1,525.92	2,224.04	-698.12	-31.39%
6240 · Sanitary	2,752.08	4,619.30	-1,867.22	-40.42%
6250 · Waste Management	12,165.83	13,658.67	-1,492.84	-10.93%
6260 · Cable TV	456.99	284.58	172.41	60.58%
6270 · Propane Gas	76.55		76.55	100.0%
Total 6200 · UTILITIES	24,843.14	36,599.92	-11,756.78	-32.12%
6300 · OFFICE EXPENSE				
6315 · Office Services & Supplies	141.32	1,303.81	-1,162.49	-89.16%
6320 · Leased Equipment(incl'g copier)	1,394.98	1,680.31	-285.33	-16.98%
6330 · Dues, Subs & Pubs		199.98	-199.98	-100.0%
6345 · Postage	20.14	52.37	-32.23	-61.54%
6348 · Computers & Software Purchases		4,385.09	-4,385.09	-100.0%
Total 6300 · OFFICE EXPENSE	1,556.44	7,621.56	-6,065.12	-79.58%
6350 · BANK SERVICE & FINANCE FEES				
6335 · Merchant Services Fees	2,105.52	2,492.02	-386.50	-15.51%
6360 · Bank Service Charge/Fees	2.83	251.45	-248.62	-98.88%
6365 · Finance Charge/Late Fee		273.46	-273.46	-100.0%

Port of Brookings Harbor
Profit & Loss Prev Year Comparison
October 2017

	Oct 17	Oct 16	\$ Change	% Change
Total 6350 · BANK SERVICE & FINANCE FEES	2,108.35	3,016.93	-908.58	-30.12%
6400 · TRAVEL & ENTERTAINMENT				
6425 · Mileage Reimbursement		13.52	-13.52	-100.0%
Total 6400 · TRAVEL & ENTERTAINMENT		13.52	-13.52	-100.0%
6500 · PERMITS, LICENSES, TAXES & MISC				
6510 · Conferences/Education/Meetings	158.52	279.95	-121.43	-43.38%
6525 · Lodging Taxes	4,113.56	4,768.33	-654.77	-13.73%
6545 · Taxes-Property	675.09		675.09	100.0%
6575 · Permits & Licenses	92.00	44.80	47.20	105.36%
6584 · Cash over/short	-0.01		-0.01	-100.0%
Total 6500 · PERMITS, LICENSES, TAXES & MISC	5,039.16	5,093.08	-53.92	-1.06%
6550 · SPECIAL EVENTS				
6554 · Prizes		200.00	-200.00	-100.0%
6558 · Advertising		399.00	-399.00	-100.0%
Total 6550 · SPECIAL EVENTS		599.00	-599.00	-100.0%
6600 · BAD DEBT	499.07		499.07	100.0%
6800 · INSURANCE; PROP & CAS, BOND	8,187.35	8,273.66	-86.31	-1.04%
6900 · PROFESSIONAL FEES				
6920 · Audit	4,000.00	5,000.00	-1,000.00	-20.0%
6924 · Management Consulting		12,195.04	-12,195.04	-100.0%
6935 · Legal	2,496.25	1,524.95	971.30	63.69%
6945 · IT Support/Services	5,504.00	374.00	5,130.00	1,371.66%
6955 · Payroll Administration Fee	113.35	212.38	-99.03	-46.63%
Total 6900 · PROFESSIONAL FEES	12,113.60	19,306.37	-7,192.77	-37.26%
Total Expense	134,848.35	157,697.92	-22,849.57	-14.49%
Net Ordinary Income	51,073.56	-9,209.12	60,282.68	654.6%
Other Income/Expense				
Other Income				
7000 · PROPERTY TAX				
7010 · Previously Levied Tax	514.04	455.34	58.70	12.89%
7020 · Current Tax Levy	101.83	53.66	48.17	89.77%
Total 7000 · PROPERTY TAX	615.87	509.00	106.87	21.0%
7100 · INTEREST INCOME	20.96	0.77	20.19	2,622.08%
7110 · MISC INCOME				
7120 · Restitution & Settlements		513.21	-513.21	-100.0%
7125 · State of OR; Claim #L15955101		112,000.00	-112,000.00	-100.0%
7140 · Workers' Compensation Claims	3,704.23		3,704.23	100.0%
Total 7110 · MISC INCOME	3,704.23	112,513.21	-108,808.98	-96.71%
7200 · GRANT REVENUES				
7291 · Dock Rev-L16010-Interim Recev		48,500.00	-48,500.00	-100.0%
Total 7200 · GRANT REVENUES		48,500.00	-48,500.00	-100.0%
Total Other Income	4,341.06	161,522.98	-157,181.92	-97.31%
Other Expense				

Port of Brookings Harbor

Profit & Loss Prev Year Comparison

October 2017

	Oct 17	Oct 16	\$ Change	% Change
8100 - FEMA EXPENSES				
8120 - PW 29-Ice House Dredging		3,238.40	-3,238.40	-100.0%
Total 8100 - FEMA EXPENSES		3,238.40	-3,238.40	-100.0%
8200 - GRANT EXPENSES				
8210 - Parking Improvement Grant #1481	407.52		407.52	100.0%
8215 - MAP Grant	40.00		40.00	100.0%
8240 - Basin 1 Piling Project		2,370.00	-2,370.00	-100.0%
Total 8200 - GRANT EXPENSES	447.52	2,370.00	-1,922.48	-81.12%
8400 - DEBT SERVICE FUND				
8430 - Paid Interest				
8432 - IFA		457.70	-457.70	-100.0%
8443 - 50 BFMII Travelift Interest	1,322.61		1,322.61	100.0%
Total 8430 - Paid Interest	1,322.61	457.70	864.91	188.97%
Total 8400 - DEBT SERVICE FUND	1,322.61	457.70	864.91	188.97%
Total Other Expense	1,770.13	6,066.10	-4,295.97	-70.82%
Net Other Income	2,570.93	155,456.88	-152,885.95	-98.35%
Net Income	<u>53,644.49</u>	<u>146,247.76</u>	<u>-92,603.27</u>	<u>-63.32%</u>

**Port of Brookings Harbor
Profit & Loss by Class
RV PARK
October 2017**

	<u>Oct 17</u>
Ordinary Income/Expense	
Income	
4400 · RV PARK	
4410 · Space Rental	38,871.00
4440 · Laundry & Showers	524.07
4450 · Wood Sales	170.00
4470 · Misc Purchases & Sales	115.00
Total 4400 · RV PARK	<u>39,680.07</u>
Total Income	<u>39,680.07</u>
Gross Profit	<u>39,680.07</u>
Expense	
5010 · WAGES & SALARIES	
5012 · OFFICE STAFF	
5018 · Wages/RV Park	3,697.97
Total 5012 · OFFICE STAFF	<u>3,697.97</u>
5040 · OVERTIME	
5042 · OFFICE/OVERTIME	
5046 · Overtime/RV Park Office	345.32
Total 5042 · OFFICE/OVERTIME	<u>345.32</u>
Total 5040 · OVERTIME	<u>345.32</u>
Total 5010 · WAGES & SALARIES	4,043.29
5060 · EMPLOYEE COSTS & BENEFITS	
5070 · Payroll Taxes	427.63
Total 5060 · EMPLOYEE COSTS & BENEFITS	<u>427.63</u>
6001 · ADVERTISING & NOTIFICATIONS	
6002 · Marketing & Advertising	330.00
Total 6001 · ADVERTISING & NOTIFICATIONS	<u>330.00</u>
6100 · REPAIRS & MAINTENANCE	
6110 · Maintenance & Repairs	1,315.06
6115 · Services & Supplies	622.20
6135 · Security Contract	1,000.00
Total 6100 · REPAIRS & MAINTENANCE	<u>2,937.26</u>
6200 · UTILITIES	
6210 · Telecommunications	154.15
6220 · Electric	1,487.60
6230 · Water	210.30
6240 · Sanitary	33.14
6250 · Waste Management	8,144.12
6260 · Cable TV	456.99
6270 · Propane Gas	76.55
Total 6200 · UTILITIES	<u>10,562.85</u>
6300 · OFFICE EXPENSE	
6320 · Leased Equipment(incl'g copier)	602.00

**Port of Brookings Harbor
Profit & Loss by Class
RV PARK
October 2017**

	<u>Oct 17</u>
Total 6300 · OFFICE EXPENSE	602.00
6350 · BANK SERVICE & FINANCE FEES	
6335 · Merchant Services Fees	<u>1,111.43</u>
Total 6350 · BANK SERVICE & FINANCE FEES	1,111.43
6500 · PERMITS, LICENSES, TAXES & MISC	
6525 · Lodging Taxes	<u>4,113.56</u>
Total 6500 · PERMITS, LICENSES, TAXES & MISC	4,113.56
6800 · INSURANCE; PROP & CAS, BOND	109.74
6900 · PROFESSIONAL FEES	
6945 · IT Support/Services	<u>149.00</u>
Total 6900 · PROFESSIONAL FEES	<u>149.00</u>
Total Expense	<u>24,386.76</u>
Net Ordinary Income	<u>15,293.31</u>
Net Income	<u><u>15,293.31</u></u>

**Port of Brookings Harbor
Profit & Loss by Class
BOAT YARD
October 2017**

	<u>Oct 17</u>
Ordinary Income/Expense	
Income	
4600 · BOATYARD	
4630 · Other Services & Sales	1,658.75
4635 · Travel Lift Haul Out	1,509.50
4640 · Labor	200.00
4655 · Yard Days	6,933.30
Total 4600 · BOATYARD	<u>10,301.55</u>
Total Income	<u>10,301.55</u>
Gross Profit	<u>10,301.55</u>
Expense	
5010 · WAGES & SALARIES	
5020 · OPERATIONS STAFF	
5021 · Wages/Boatyard	2,553.60
Total 5020 · OPERATIONS STAFF	<u>2,553.60</u>
5040 · OVERTIME	
5050 · OPERATIONS/OVERTIME	
5051 · Overtime/Boatyard	177.39
Total 5050 · OPERATIONS/OVERTIME	<u>177.39</u>
Total 5040 · OVERTIME	<u>177.39</u>
Total 5010 · WAGES & SALARIES	<u>2,730.99</u>
5060 · EMPLOYEE COSTS & BENEFITS	
5070 · Payroll Taxes	290.14
Total 5060 · EMPLOYEE COSTS & BENEFITS	<u>290.14</u>
6100 · REPAIRS & MAINTENANCE	
6110 · Maintenance & Repairs	10.98
6115 · Services & Supplies	10,533.49
6125 · Tools-Under \$5,000	124.96
Total 6100 · REPAIRS & MAINTENANCE	<u>10,669.43</u>
6800 · INSURANCE; PROP & CAS, BOND	1,040.24
Total Expense	<u>14,730.80</u>
Net Ordinary Income	<u>-4,429.25</u>
Net Income	<u><u>-4,429.25</u></u>

Port of Brookings Harbor
Profit & Loss by Class
MARINA
October 2017

	<u>Oct 17</u>
Ordinary Income/Expense	
Income	
4100 · MARINA/ADMINISTRATION	
4120 · Finance Charges/Income	-43.08
4125 · Administrative Fees	25.00
4130 · Boat Launch	3,110.00
4135 · Storage	2,255.00
4140 · Other Revenue	818.40
4300 · MOORAGE	
4310 · Commercial Slip Rent	8,573.29
4320 · Recreational Slip Rent	34,036.70
4325 · Transient	754.04
4335 · Dock Box	
4340 · Moorage Electric	1,182.68
4350 · Other Fees	600.00
Total 4300 · MOORAGE	<u>45,146.71</u>
Total 4100 · MARINA/ADMINISTRATION	<u>51,312.03</u>
Total Income	<u>51,312.03</u>
Gross Profit	<u>51,312.03</u>
Expense	
5010 · WAGES & SALARIES	
5012 · OFFICE STAFF	
5016 · Wages/Port Office	<u>7,436.44</u>
Total 5012 · OFFICE STAFF	<u>7,436.44</u>
5020 · OPERATIONS STAFF	
5025 · Wages/Marina	<u>5,615.01</u>
Total 5020 · OPERATIONS STAFF	<u>5,615.01</u>
5040 · OVERTIME	
5042 · OFFICE/OVERTIME	
5044 · Overtime/Port Office	<u>218.14</u>
Total 5042 · OFFICE/OVERTIME	<u>218.14</u>
5050 · OPERATIONS/OVERTIME	
5055 · Overtime/Marina	<u>248.84</u>
Total 5050 · OPERATIONS/OVERTIME	<u>248.84</u>
Total 5040 · OVERTIME	<u>466.98</u>
Total 5010 · WAGES & SALARIES	<u>13,518.43</u>
5060 · EMPLOYEE COSTS & BENEFITS	
5066 · Non Tax Mileage Reimbursement	127.87
5068 · Paid Time Off	1,517.78
5070 · Payroll Taxes	2,060.08
5076 · Health Care and Dental	5,451.25
5090 · SEP Retirement	
5094 · Office	1,071.82
5096 · Operations	<u>1,277.33</u>
Total 5090 · SEP Retirement	<u>2,349.15</u>

Port of Brookings Harbor Profit & Loss by Class

MARINA

October 2017

	<u>Oct 17</u>
Total 5060 · EMPLOYEE COSTS & BENEFITS	11,506.13
6100 · REPAIRS & MAINTENANCE	
6110 · Maintenance & Repairs	682.22
6115 · Services & Supplies	8,137.14
6135 · Security Contract	45.00
Total 6100 · REPAIRS & MAINTENANCE	8,864.36
6200 · UTILITIES	
6210 · Telecommunications	792.23
6220 · Electric	4,198.63
6230 · Water	911.40
6240 · Sanitary	1,530.01
6250 · Waste Management	2,644.15
Total 6200 · UTILITIES	10,076.42
6300 · OFFICE EXPENSE	
6315 · Office Services & Supplies	141.32
6320 · Leased Equipment(incl'g copier)	792.98
6345 · Postage	20.14
Total 6300 · OFFICE EXPENSE	954.44
6350 · BANK SERVICE & FINANCE FEES	
6335 · Merchant Services Fees	705.37
Total 6350 · BANK SERVICE & FINANCE FEES	705.37
6500 · PERMITS, LICENSES, TAXES & MISC	
6510 · Conferences/Education/Meetings	158.52
Total 6500 · PERMITS, LICENSES, TAXES & MISC	158.52
6600 · BAD DEBT	499.07
6800 · INSURANCE; PROP & CAS, BOND	6,288.61
6900 · PROFESSIONAL FEES	
6920 · Audit	4,000.00
6935 · Legal	1,423.75
6945 · IT Support/Services	5,195.00
Total 6900 · PROFESSIONAL FEES	10,618.75
Total Expense	63,190.10
Net Ordinary Income	-11,878.07
Other Income/Expense	
Other Income	
7000 · PROPERTY TAX	
7010 · Previously Levied Tax	514.04
7020 · Current Tax Levy	101.83
Total 7000 · PROPERTY TAX	615.87
7110 · MISC INCOME	
7140 · Workers' Compensation Claims	3,704.23
Total 7110 · MISC INCOME	3,704.23
Total Other Income	4,320.10
Net Other Income	4,320.10
Net Income	-7,557.97

**Port of Brookings Harbor
Profit & Loss by Class
COMMERCIAL RETAIL LEASES
October 2017**

	<u>Oct 17</u>
Ordinary Income/Expense	
Income	
4200 · COMMERCIAL RETAIL	
4210 · Commercial Retail Lease	41,346.15
4211 · CR/ Electric	62.51
4212 · CR/ Water	79.00
4214 · CR/ Sewer	32.08
4215 · Property Tax	168.75
4222 · CPI-U	102.27
Total 4200 · COMMERCIAL RETAIL	<u>41,790.76</u>
Total Income	<u>41,790.76</u>
Gross Profit	<u>41,790.76</u>
Expense	
5010 · WAGES & SALARIES	
5020 · OPERATIONS STAFF	
5022 · Wages/Comm Retail	806.80
Total 5020 · OPERATIONS STAFF	<u>806.80</u>
5040 · OVERTIME	
5050 · OPERATIONS/OVERTIME	
5052 · Overtime/Comm Retail	120.49
Total 5050 · OPERATIONS/OVERTIME	<u>120.49</u>
Total 5040 · OVERTIME	<u>120.49</u>
Total 5010 · WAGES & SALARIES	<u>927.29</u>
5060 · EMPLOYEE COSTS & BENEFITS	
5070 · Payroll Taxes	99.51
Total 5060 · EMPLOYEE COSTS & BENEFITS	<u>99.51</u>
6100 · REPAIRS & MAINTENANCE	
6110 · Maintenance & Repairs	2,599.26
6115 · Services & Supplies	359.71
Total 6100 · REPAIRS & MAINTENANCE	<u>2,958.97</u>
6200 · UTILITIES	
6220 · Electric	1,020.96
6230 · Water	404.22
6240 · Sanitary	1,155.79
6250 · Waste Management	952.44
Total 6200 · UTILITIES	<u>3,533.41</u>
6500 · PERMITS, LICENSES, TAXES & MISC	
6545 · Taxes-Property	675.09
6575 · Permits & Licenses	92.00
Total 6500 · PERMITS, LICENSES, TAXES & MISC	<u>767.09</u>
6800 · INSURANCE; PROP & CAS, BOND	462.43
6900 · PROFESSIONAL FEES	
6935 · Legal	1,072.50
6945 · IT Support/Services	160.00

Port of Brookings Harbor
Profit & Loss by Class
COMMERCIAL RETAIL LEASES
October 2017

	Oct 17
Total 6900 - PROFESSIONAL FEES	1,232.50
Total Expense	9,981.20
Net Ordinary Income	31,809.56
Net Income	31,809.56

**Port of Brookings Harbor
Profit & Loss by Class
FUEL DOCK
October 2017**

	<u>Oct 17</u>
Ordinary Income/Expense	
Income	
4500 · FUEL SALES	18,292.31
Total Income	<u>18,292.31</u>
Gross Profit	18,292.31
Expense	
5010 · WAGES & SALARIES	
5020 · OPERATIONS STAFF	
5023 · Wages/Fuel Dock	387.98
Total 5020 · OPERATIONS STAFF	387.98
5040 · OVERTIME	
5050 · OPERATIONS/OVERTIME	
5053 · Overtime/Fuel Dock	75.60
Total 5050 · OPERATIONS/OVERTIME	75.60
Total 5040 · OVERTIME	75.60
Total 5010 · WAGES & SALARIES	463.58
5060 · EMPLOYEE COSTS & BENEFITS	
5070 · Payroll Taxes	48.93
Total 5060 · EMPLOYEE COSTS & BENEFITS	48.93
6100 · REPAIRS & MAINTENANCE	
6110 · Maintenance & Repairs	231.58
Total 6100 · REPAIRS & MAINTENANCE	231.58
6150 · FUEL purchased for resale	10,023.08
6200 · UTILITIES	
6210 · Telecommunications	37.40
6220 · Electric	50.61
6240 · Sanitary	33.14
6250 · Waste Management	425.12
Total 6200 · UTILITIES	546.27
6350 · BANK SERVICE & FINANCE FEES	
6335 · Merchant Services Fees	288.72
Total 6350 · BANK SERVICE & FINANCE FEES	288.72
6500 · PERMITS, LICENSES, TAXES & MISC	
6584 · Cash over/short	-0.01
Total 6500 · PERMITS, LICENSES, TAXES & MISC	-0.01
Total Expense	<u>11,602.15</u>
Net Ordinary Income	<u>6,690.16</u>
Net Income	<u><u>6,690.16</u></u>

**Port of Brookings Harbor
Profit & Loss by Class
LAND USE EVENTS
October 2017**

	<u>Oct 17</u>
Ordinary Income/Expense	
Income	
4900 · LAND USE EVENTS	
4910 · Grounds Use Fee	24,412.25
Total 4900 · LAND USE EVENTS	<u>24,412.25</u>
Total Income	<u>24,412.25</u>
Gross Profit	24,412.25
Expense	
5010 · WAGES & SALARIES	
5020 · OPERATIONS STAFF	
5024 · Wages/Land Use	63.00
Total 5020 · OPERATIONS STAFF	<u>63.00</u>
Total 5010 · WAGES & SALARIES	63.00
5060 · EMPLOYEE COSTS & BENEFITS	
5070 · Payroll Taxes	6.55
Total 5060 · EMPLOYEE COSTS & BENEFITS	<u>6.55</u>
6200 · UTILITIES	
6220 · Electric	124.19
Total 6200 · UTILITIES	<u>124.19</u>
Total Expense	<u>193.74</u>
Net Ordinary Income	<u>24,218.51</u>
Net income	<u><u>24,218.51</u></u>

Guest Forecast

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

Date	Departures	Stayovers	Arrivals	Persons		Units	% Occ	Unit Revenue
				AM	PM			
10/1/2017	20	19	8	78/0/0/0	53/0/0/0	27	22.50	\$1,052.00
10/2/2017	10	17	10	53/0/0/0	54/0/0/0	27	22.50	\$1,068.00
10/3/2017	10	17	11	54/0/0/0	57/0/0/0	28	23.33	\$1,287.00
10/4/2017	9	19	10	57/0/0/0	59/0/0/0	29	24.17	\$1,306.00
10/5/2017	13	16	18	59/0/0/0	69/0/0/0	34	28.33	\$1,597.00
10/6/2017	9	25	32	69/0/0/0	115/0/0/0	57	47.50	\$2,516.00
10/7/2017	12	45	10	115/0/0/0	111/0/0/0	55	45.83	\$2,430.00
10/8/2017	22	33	11	111/0/0/0	89/0/0/0	44	36.67	\$1,966.00
10/9/2017	21	23	10	89/0/0/0	66/0/0/0	33	27.50	\$1,454.00
10/10/2017	20	13	7	66/0/0/0	40/0/0/0	20	16.67	\$941.00
10/11/2017	4	16	11	40/0/0/0	55/0/0/0	27	22.50	\$1,284.00
10/12/2017	7	20	13	55/0/0/0	67/0/0/0	33	27.50	\$1,393.00
10/13/2017	10	23	19	67/0/0/0	85/0/0/0	42	35.00	\$1,891.00
10/14/2017	13	29	16	85/0/0/0	89/0/0/0	45	37.50	\$2,039.00
10/15/2017	24	21	11	89/0/0/0	65/0/0/0	32	26.67	\$1,413.00
10/16/2017	16	16	9	65/0/0/0	50/0/0/0	25	20.83	\$1,139.00
10/17/2017	11	14	8	50/0/0/0	44/0/0/0	22	18.33	\$1,043.00
10/18/2017	11	11	0	44/0/0/0	22/0/0/0	11	9.17	\$496.00
10/19/2017	2	9	0	22/0/0/0	18/0/0/0	9	7.50	\$394.00
10/20/2017	3	6	3	18/0/0/0	18/0/0/0	9	7.50	\$384.00
10/21/2017	3	6	5	18/0/0/0	21/0/0/0	11	9.17	\$503.00
10/22/2017	1	10	6	21/0/0/0	30/0/0/0	16	13.33	\$581.00
10/23/2017	6	10	5	30/0/0/0	28/0/0/0	15	12.50	\$632.00
10/24/2017	5	10	15	28/0/0/0	49/0/0/0	25	20.83	\$1,179.00
10/25/2017	8	17	9	49/0/0/0	51/0/0/0	26	21.67	\$1,161.00
10/26/2017	7	19	10	51/0/0/0	58/0/0/0	29	24.17	\$1,314.00
10/27/2017	9	20	9	58/0/0/0	58/0/0/0	29	24.17	\$1,229.00
10/28/2017	5	24	11	58/0/0/0	70/0/0/0	35	29.17	\$1,579.00
10/29/2017	19	16	6	70/0/0/0	45/0/0/0	22	18.33	\$988.00
10/30/2017	10	12	8	45/0/0/0	41/0/0/0	20	16.67	\$904.00
10/31/2017	7	13	4	41/0/0/0	34/0/0/0	17	14.17	\$744.00
	327	549	305	1755/0/0/0	1711/0/0/0	854	22.96	\$37,907.00

Occupancy percentages based on 120 total units

Guest Forecast

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

Date	Departures	Stayovers	Arrivals	Persons		Units	% Occ	Unit Revenue
				AM	PM			
11/1/2017	9	8	3	34/0/0/0	22/0/0/0	11	9.17	\$394.00
11/2/2017	4	7	1	22/0/0/0	16/0/0/0	8	6.67	\$350.00
11/3/2017	2	6	4	16/0/0/0	19/0/0/0	10	8.33	\$459.00
11/4/2017	2	8	2	19/0/0/0	19/0/0/0	10	8.33	\$408.00
11/5/2017	5	5	0	19/0/0/0	9/0/0/0	5	4.17	\$204.00
11/6/2017	3	2	0	9/0/0/0	4/0/0/0	2	1.67	\$51.00
11/7/2017	0	2	1	4/0/0/0	8/0/0/0	3	2.50	\$51.00
11/8/2017	0	3	0	8/0/0/0	8/0/0/0	3	2.50	\$102.00
11/9/2017	0	3	3	8/0/0/0	14/0/0/0	6	5.00	\$255.00
11/10/2017	0	6	1	14/0/0/0	16/0/0/0	7	5.83	\$306.00
11/11/2017	1	6	1	16/0/0/0	16/0/0/0	7	5.83	\$306.00
11/12/2017	4	3	0	16/0/0/0	8/0/0/0	3	2.50	\$102.00
11/13/2017	0	3	0	8/0/0/0	8/0/0/0	3	2.50	\$51.00
11/14/2017	1	2	0	8/0/0/0	4/0/0/0	2	1.67	\$0.00
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	2	2/0/0/0	6/0/0/0	3	2.50	\$102.00
11/19/2017	0	3	1	6/0/0/0	8/0/0/0	4	3.33	\$153.00
11/20/2017	1	3	5	8/0/0/0	16/0/0/0	8	6.67	\$352.00
11/21/2017	1	7	1	16/0/0/0	16/0/0/0	8	6.67	\$352.00
11/22/2017	1	7	3	16/0/0/0	20/0/0/0	10	8.33	\$454.00
11/23/2017	0	10	1	20/0/0/0	22/0/0/0	11	9.17	\$505.00
11/24/2017	1	10	0	22/0/0/0	20/0/0/0	10	8.33	\$452.00
11/25/2017	4	6	0	20/0/0/0	12/0/0/0	6	5.00	\$248.00
11/26/2017	2	4	0	12/0/0/0	8/0/0/0	4	3.33	\$51.00
11/27/2017	3	1	0	8/0/0/0	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
	45	122	29	345/0/0/0	313/0/0/0	151	4.19	\$5,708.00

Occupancy percentages based on 120 total units

Guest Forecast

For: 12/01/2017 - 12/31/2017

Date	Departures	Stayovers	Arrivals	Persons		Units	% Occ	Unit Revenue
				AM	PM			
12/1/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/2/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/3/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/4/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/5/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/6/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/7/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/8/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/9/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/10/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/11/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/12/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/13/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/14/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/15/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/16/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/17/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/18/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/19/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/20/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/21/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/22/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/23/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/24/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/25/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/26/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/27/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/28/2017	0	1	0	2/0/0/0	2/0/0/0	1	0.83	\$0.00
12/29/2017	0	1	2	2/0/0/0	6/0/0/0	3	2.50	\$86.00
12/30/2017	0	3	0	6/0/0/0	6/0/0/0	3	2.50	\$86.00
12/31/2017	0	3	0	6/0/0/0	6/0/0/0	3	2.50	\$86.00
	0	35	2	70/0/0/0	74/0/0/0	37	0.99	\$258.00

Occupancy percentages based on 120 total units

Port of Brookings Harbor COMMERCIAL LEASES October 2017

Type	Date	Num	Name	Memo	Credit
4200 - COMMERCIAL RETAIL					
4210 - Commercial Retail Lease					
Invoice	10/01/2017	20174033	Sporthaven's Marina	October 2017 Lease Term: 05/01/2016-05/01/2031 County Account# R37148	1,022.71
Invoice	10/01/2017	20174040	Tidewind Sport Fishing	October 2017 Lease Building	686.11
Invoice	10/01/2017	20174244	Chetco Seafood/Bill Goergen	October 2017 Lease Building & Ground	998.25
Invoice	10/01/2017	20174268	Hallmark Fisheries/CA Shellfish Co	OCTOBER 2017 Lease Term: 04/01/2013-03/31/2016 County Account# R1955	5,984.05
Invoice	10/01/2017	20174283	Hungry Clam	OCTOBER 2017 Lease Retail Building	1,619.79
Invoice	10/01/2017	20174283	Hungry Clam	OCTOBER 2017 Lease Outdoor Space	115.80
Invoice	10/01/2017	20174298	Slugs 'n Stones 'n Ice Cream Cones	OCTOBER 2017 Lease Building	605.94
Invoice	10/01/2017	20174300	Bandon Pacific	OCTOBER 2017 Lease Dock, Hoist and Work Area	2,606.50
Invoice	10/01/2017	20174301	BC Fisheries LLC:Old Dock & Grounds/CL0002	OCTOBER 2017 Lease Dock and Hoist	2,700.50
Invoice	10/01/2017	20174302	BC Fisheries LLC:Process Plant, New Dock & Ground	OCTOBER 2017 Lease Leased property for the Processing Plant Facility	1,531.25
Invoice	10/01/2017	20174302	BC Fisheries LLC:Process Plant, New Dock & Ground	OCTOBER 2017 Lease Leased property for the Unloading Dock	2,268.00
Invoice	10/01/2017	20174304	Boardwalk Mail Service LLC	OCTOBER 2017 Lease Building	964.80
Invoice	10/01/2017	20174305	Boat Shop & More, LLC	OCTOBER 2017 Lease Building	1,012.29
Invoice	10/01/2017	20174305	Boat Shop & More, LLC	OCTOBER 2017 Lease Ground	130.00
Invoice	10/01/2017	20174306	Bornstein Seafoods Inc	OCTOBER 2017 Lease Dock Area	2,340.90
Invoice	10/01/2017	20174306	Bornstein Seafoods Inc	OCTOBER 2017 Lease Work Area	832.32
Invoice	10/01/2017	20174307	Brookings Harbor Cold Storage LLC	OCTOBER 2017 Cold Storage Lease Bare Ground, Cold Storage Building and C	1,008.00
Invoice	10/01/2017	20174309	Brookings Harbor Ice House LLC	OCTOBER 2017 Ice House Lease Bare Ground and Ice Plant	463.14
Invoice	10/01/2017	20174309	Brookings Harbor Ice House LLC	OCTOBER 2017 Ice House Lease Delivery Dock	567.00
Invoice	10/01/2017	20174310	Busch, Marilyn & Robert	OCTOBER 2017 Lease Commercial Parking Area	143.78
Invoice	10/01/2017	20174311	CBN Enterprises/Barbara C	OCTOBER 2017 Lease Building	840.00
Invoice	10/01/2017	20174312	J Sloane Hair Studio LLC	OCTOBER 2017 Lease Building	895.12
Invoice	10/01/2017	20174313	Kathy's Corner Market	OCTOBER 2017 Lease Building	753.62
Invoice	10/01/2017	20174314	Mainbrace Technologies:16330 Lower Harbor Rd - NEV	OCTOBER 2017 Lease (Pro rate to October 15, 2017) Building	557.50
Invoice	10/01/2017	20174315	Mountain View Custom Cycles	OCTOBER 2017 Lease Building	588.50
Invoice	10/01/2017	20174315	Mountain View Custom Cycles	OCTOBER 2017 Lease Outdoor Space	45.00
Invoice	10/01/2017	20174316	Ocean Suites Motel	OCTOBER 2017 Lease Building/Storage	417.38
Invoice	10/01/2017	20174318	Pacific Fishing:Commercial Shop Space Lease	OCTOBER 2017 Lease Building/Storage	760.00
Invoice	10/01/2017	20174319	Pacific Ocean Harvesters LLC	OCTOBER 2017 Lease Building	1,618.29
Invoice	10/01/2017	20174320	Pacifica Boat Basin, LLC:Parking Lot Land Lease	OCTOBER 2017 Lease Land & Additional Parking for Inn	968.00
Invoice	10/01/2017	20174321	Pacifica Boat Basin, LLC:Restaurant Land Lease	OCTOBER 2017 Lease Restaurant Area	1,138.50
Invoice	10/01/2017	20174322	Portside RV Park	OCTOBER 2017 Lease Ground	193.55

38

Port of Brookings Harbor COMMERCIAL LEASES

October 2017

Type	Date	Num	Name	Memo	Credit
Invoice	10/01/2017	20174323	Righetti's Showroom Mini Mall	OCTOBER 2017 Lease Ground	100.67
Invoice	10/01/2017	20174324	Seal Cove Realty	OCTOBER 2017 Lease Ground	334.72
Invoice	10/01/2017	20174325	Speir, Joe/Davis Roy	OCTOBER 2017 Lease Building/Shop 1	680.50
Invoice	10/01/2017	20174326	The Bell & Whistle Coffee House, Inc.	OCTOBER 2017 Lease Building	685.00
Invoice	10/01/2017	20174327	US Coast Guard Lease	OCTOBER 2017 Lease Dock & Ground	923.24
Invoice	10/01/2017	20174328	Whales Tail Candy & Gifts	OCTOBER 2017 Lease Building	934.78
Invoice	10/01/2017	20174329	Zola's Pizzeria	OCTOBER 2017 Lease Building & Ground	1,310.65
Total 4210 - Commercial Retail Lease					41,346.15
Total 4200 - COMMERCIAL RETAIL					41,346.15
TOTAL					41,346.15

OLD BUSINESS AGENDA ITEM

DATE: *November 21, 2017*
RE: *44' Coast Guard Motor Lifeboat #44385 Locations*
TO: *Port of Brookings Harbor, Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

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.
- Port has received two interested maritime museums. One in Oregon and another in Washington for alternative options for the vessel.

UPDATE

- The Coast Guard Auxiliary would be interested in restoring and/or maintaining the craft, however the agency has zero funds to contribute to the project. If the material costs associated with the project were covered by the Port or another party, members of the CGAUX would volunteer their time to handle the project.
- Last meeting October 17, Board discussed grant funding for the vessel. Before proceeding with grant writing a location should be decided.

DOCUMENTS

- Possible memorial locations, 6 pages

COMMISSION ACTION OR RECOMMENDATION

- Board review and discussion for direction to proceed.

44' Coast Guard Vessel Locations



t Yard

#7 Landscape Area

#6 Vacate lot

#9 Kite Field Parking Lot

#10 Grass Area

#2 Boat L

#3 Parking Lot Entrance

#5 Navigation Tower

#4 Parking Lot

#1 Hwy

GOO

44' Coast Guard Vessel Locations

Number 1 – Highway 101



Pros:

1. Good visibility for promoting the Port from Highway 101

Cons:

1. Permitting process with ODOT for permission
2. Difficult location to place the vessel. Travel lift would not be able to place the vessel. Would need to be trucked and then placed with a crane.
3. Location would require grading, cradle to set the vessel on and may require fencing.

Number 2 – Boat Launch Ramp



Pros:

1. On Port property within the landscape area.
2. High visibility for public using boat launch facility.

Cons:

1. Low visibility from Lower Harbor Road
2. Unknown utility conflicts. Known buried utilities: electrical, sewer and storm drain.

3. Site would need grading, cradle for the vessel and fencing per SDAO Risk Management.
4. Parking limited for visitors due to boat trailer parking.
5. Travel lift would not be able to place the vessel due to overhead lines. Would need to be trucked and then placed with a crane.
6. May need OSMB approval.

Number 3 – Parking Lot Entrance



Pros:

1. High visibility from Lower Harbor Road for the retail center area.
2. Parking available for visitors.

Cons:

1. Site would need clearing, cradle for the vessel and fencing per SDAO Risk Management.
2. Travel lift would not be able to place the vessel due to overhead lines. Would need to be trucked and then placed with a crane.

Number 4 – Parking Lot



Pros:

1. High visibility from Lower Harbor Road for the retail center area.
2. Parking available for visitors.

Cons:

1. Cradle for the vessel and fencing per SDAO Risk Management.
2. Travel lift would not be able to place the vessel due to overhead lines. Would need to be trucked and then placed with a crane.

3. Location would reduce parking for events.

Number 5 – Navigation Tower



Pros:

1. High visibility from Lower Harbor Road.
2. Parking available for visitors.
3. If grant approved, would ask for the area to be paved.

Cons:

1. Minor grading / clearing, cradle for the vessel and fencing per SDAO Risk Management.
2. Travel lift would not be able to place the vessel due to overhead lines. Would need to be trucked and then placed with a crane.
3. Unknown utility conflicts. Known buried utilities: electrical, cable/fiber and sewer.

Number 6 – Vacate Lot (between Chetco Seafood and Motorcycle Shop)



Pros:

1. High visibility from Lower Harbor Road.
2. Parking available for visitors.
3. If grant approved, would ask for the area to be paved.
4. Travel lift could place the vessel at this location.

Cons:

1. Minor grading, cradle for the vessel and fencing per SDAO Risk Management.
2. Unknown utility conflicts. Known buried utilities: electrical, cable/fiber and sewer.
3. Further away from main retail center.

Number – 7 Landscape Area



Pros:

1. High visibility from Lower Harbor Road.
2. Parking available for visitors.
3. Travel lift could place the vessel at this location.

Cons:

1. Minor grading, cradle for the vessel and fencing per SDAO Risk Management.
2. Unknown utility conflicts. Known buried utilities: electrical, cable/fiber and sewer.
3. Further away from main retail center.

Number 8 -- Boat Yard



Pros:

1. High visibility from Lower Harbor Road.
2. Travel lift could place the vessel at this location.
3. No fencing needed.

Cons:

1. Minor grading and cradle for the vessel.
2. No parking for visitors.
3. Further away from main retail center.

Number – 9 Kite Field Parking Lot (Previous Location)



Pros:

1. Travel lift could place the vessel at this location.
2. Closer to the Coast Guard facility.
3. Parking available for visitors.

Cons:

1. Cradle for the vessel and fencing per SDAO Risk Management.
2. Not visible from Lower Harbor Road.
3. Very far away from retail center.
4. Closer to the Coast Guard facility.

Number 10 – Grass Area



Pros:

1. Parking available for visitors.

Cons:

1. Cradle for the vessel and fencing per SDAO Risk Management.
2. Unknown utility conflicts. Known buried utilities: waterline.
3. Low visibility from Lower Harbor Road.
4. Grass area used for some events at the Port.

OLD BUSINESS AGENDA ITEM

DATE: *November 21, 2017*
RE: *Slugs N Stones N Ice Cream Cones Lease Renewal*
TO: *Port of Brookings Harbor, Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

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 for the September 19 and 29th meetings.
- After the 29th meeting, Darla provided the Port a revised proposal to consider.
- Board approved Darla's proposal to purchase the building for \$4,550.40 and begin leasing ground space at \$0.30 per square foot.

DOCUMENTS

- Slugs N Stones N Ice Cream Cone new proposal dated September 30, 2017, 1 page
- Draft Sale Agreement for the building, 12 pages
- Draft Slugs N Stones N Ice Cream Cones Lease, 18 pages

COMMISSIONERS ACTION

- Board approval on Sale Agreement and new lease with Slugs N Stones N Ice Cream Cones.

Gary

From: slugsquare <slugsquare@charter.net>
Sent: Saturday, September 30, 2017 5:22 PM
To: gary@portofbrookingsharbor.com; angi@portofbrookingsharbor.com;
jan@portofbrookingsharbor.com; roy@portofbrookingsharbor.com;
andy@portofbrookingsharbor.com; roger@portofbrookingsharbor.com
Subject: Slugs N Stones updated lease proposal

Dear Gary and Port Commissioners;

First of all I want to thank each one of you for the time you put in for the port and our community as a whole. Being at the meeting caused me to realize each one of you sacrifices a lot of time for all of us.

Secondly, when I awoke this morning I had a few questions on my mind that I didn't think of last night and I have an additional proposal for all of you.

When I bought the shop (building, equipment and business) I had to do all through the local title company. I will be paying for this building and business for 6 more years.

I was thinking it might be in the best interest of all involved if I simply paid you the additional 7.9 cents per square foot that we agreed on in a one lump payment and simply keep ownership of my building as it is right now. That would eliminate going back through the title transfer now and then again three years from now, potentially saving both of us from having to go through the title company multiple times.

So my proposal is this:

1. I pay the port $0.079 \times 1600 \text{ sq. ft.} \times 36 \text{ months} = \4550.40
2. My lease would reflect that the building belongs to me and it doesn't transfer to the port for three years then back to me.
3. I would begin paying the port at the current 30 cents per square foot as of my November 2017 lease payment which would make my new monthly amount \$480.00 plus my \$11.00 for water resulting in a new total monthly lease payment of \$491.00.

I think this all came to me after I listened to the idea of selling Chetco seafood to Willie but it didn't come together until this morning. I apologize for not realizing this last night but better now than before the first of November. And, I also realized it would save time, money and effort on both of our parts in the long run. And it might be easier and less bookkeeping for you if you had one check larger check to send in to the state as opposed to a smaller monthly amount for the next three years.

I am hopeful since you unanimously voted for me to stay this all makes sense to you like it does to me.

I hope this has reached you in a timely manner and you can consider this before my lease is up at the end of October.

Sincerely,

Darla Winegarden

ASSET PURCHASE AND SALE AGREEMENT
Slugs N Stones N Ice Cream Cones Building and Equipment

This Purchase and Sale Agreement ("The Agreement") is made and entered into on the 17th day of October 2017, by and between the **PORT OF BROOKINGS HARBOR**, hereinafter called "Seller", and **MARC AND DARLA WINEGARDEN, dba Slugs N Stones N Ice Cream Cones** hereinafter called "Buyer".

RECITALS:

1. Buyer has been operating an ice cream store on real property owned by Seller as part of the Port of Brookings Harbor business operations. Buyer desires to purchase the assets, consisting of Seller's retail building and equipment located therein, and Seller is willing to sell the assets to Buyer on the terms and subject to the conditions set forth herein. The transactions contemplated in this Agreement are herein referred to as the "Purchase."

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

1. **RECITALS:** The above recitals are true and accurate and are incorporated herein by this reference.

2. **ASSETS PURCHASED:** Effective on the closing date as defined herein, Seller agrees to sell to Buyer the building and the improvements and equipment contained within the building located at the Port of Brookings Harbor, Oregon. The specific building and improvements subject to this Agreement, are identified on "Exhibit A" attached hereto and incorporated herein by this reference. The parties agree that all equipment within the building is **not** listed in Exhibit A, but is part of this sale.

Seller warrants to Buyer that Seller has clear title to the assets sold pursuant to this Agreement and will defend and indemnify Buyer from any and all claims of third parties to the assets purchased by Buyer.

3. **PURCHASE PRICE:** Buyer will pay to Seller for the assets purchased the sum of FOUR THOUSAND FIVE HUNDRED FIFTY AND 40/100 DOLLARS (\$4,550.40) hereinafter referred to as the "Purchase Price".

3.1 **Payment of Purchase Price.** The full amount of the purchase price shall be paid by Buyer to Seller at Closing, as defined herein, on or before November 30, 2017.

4. **ACCOUNTS RECEIVABLE:** Section not used.

5. INDEMNIFICATION AND LIABILITY INSURANCE: Buyer agrees to indemnify, defend, and hold Seller harmless from any claim, loss, or liability arising out of or related to any activity of Buyer using the property or any condition of the property. Buyer's indemnity shall extend to all post-Closing activities by Buyer until Buyer pays to Seller all amounts due Seller for Seller's accounts receivable for work performed prior to Closing.

6. EVENTS OF DEFAULT:

Any of the following shall constitute a default:

- 6.1:** The default by Buyer in the payment of any obligation created under this Agreement for a period of 10 days after such payment is due;
- 6.2:** The failure of Buyer to cure any default in the performance or observance of any of the other terms, conditions, and provisions of this agreement, or to institute reasonable efforts to cure such default and to pursue the same with due diligence upon the expiration of 30 days following written notice to Buyer from the Sellers specifying the nature of such default;

7. REMEDIES ON DEFAULT:

In the event of a default by Buyer, Seller may, at its option, declare all indebtedness, including principal and any interest then owing by Buyer to Sellers under the terms of this Agreement, to be immediately due and payable in full, and, in addition thereto, Seller may at its option exercise any additional rights accorded to the Seller under any documents executed in conjunction with this Agreement for the purpose of securing the payment obligation set forth herein, and Sellers may pursue any of said remedies, or any other remedies afforded them by law, or all such remedies accumulatively, until they are fully paid.

8. CLOSING: Unless this agreement has been terminated and the purchase has been abandoned pursuant to the provisions of Section 10, or otherwise completed, the Closing will be held as soon as practicable, but in no event later than November 30, 2017. At the Closing the Buyer will pay to Seller the full purchase price due under this Agreement and Seller will provide to Buyer a bill of sale for the assets listed in Exhibit A.

All acts, deliveries and confirmations compromising the Closing regardless of chronological sequence shall be deemed to occur contemporaneously and simultaneously upon the occurrence of the last act, delivery or confirmation of the Closing and none of such acts, deliveries or confirmations shall be effective unless and until the last of the same shall have occurred.

9. TERMINATION:

9.1: Cut-off Date. If the Closing does not occur for any reason on or before the Closing date as provided in Section 8, above, any party that has been diligent in its effort to consummate the purchase may terminate this Agreement.

9.2: Termination for Cause. If, pursuant to the provisions of this agreement Buyer or Sellers is not obligated at the close to consummate this agreement, then the party who is not so obligated may terminate this Agreement.

9.3: Termination Without Cause. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time without further obligation or liability on the part of any party in favor of any other by **mutual consent** of Buyer and Sellers.

9.4: Termination Procedure. Any party having a right to terminate this Agreement may do so by delivering to the other party written notice of termination, and thereupon, this Agreement will be terminated without obligation or liability of any party in favor of any other party.

10. REPRESENTATIONS:

10.1: Representations of Buyer. Buyer acknowledges that he has been given a reasonable opportunity to fully examine and inspect all of the properties and assets of Seller and Buyer agrees to accept such properties and assets "AS IS" including any latent defects existing as of the time of this transaction. Buyer acknowledges that no representations as to the condition, repair or value of the properties or assets have been made by Seller, or by any agent of Seller, and that no agreement or promise to alter, repair or improve the properties and assets has been made by Seller or by any agent of Seller. Buyer further acknowledges that no representation has been made by Seller with respect to the profitability, value or any other business characteristic of the assets. Buyer further represents that no action, suit or proceeding before any court or any governmental regulatory authority will have been commenced and be continuing, and no investigation by any governmental or regulatory authority will have been commenced and be continuing, and no action, investigation, suit or proceeding will be threatened at the time of Closing against Sellers seeking to restrain, prevent or change the purchase, questioning the validity or legality of the purchase, or seeking damages in connection with the purchase.

10.2: Representations of Sellers. Sellers represent that they own and have good and clear title to the assets, free and clear of all security interests, mortgage, liens, pledges, charges, claims or encumbrances of any kind or character and have the full right, power and authority to sell, transfer and deliver to Buyer, in accord with this Agreement, said assets and equipment.

11. NOTICES:

All notices, requests, demands, and other communications required or permitted hereunder will be in writing and will be deemed to have been duly given when delivered by hand or two days after being mailed by certified or registered mail, return receipt requested, with postage prepaid at the following addresses, or at such other addresses as a party may designate in writing prior to the giving of such notice, or at any other address known to the party giving notice.

11.1: Sellers' Address

Sellers' address is as follows:

Port of Brookings Harbor
PO Box 848
Brookings, OR 97415

11.2 Buyer's Address

Buyer's address is as follows:

Slugs N Stones N Ice Cream Cones
P.O. Box 2601
Brookings, Oregon 97415

12. AMENDMENT AND MODIFICATION: Subject to applicable law, this Agreement may be amended, modified or supplemented only by a written agreement signed by Buyer and Sellers.

13. ASSIGNMENT: This Agreement will not be assigned by a party hereto without the prior written consent of the other parties hereto. Buyer shall not, without said written consent of Seller, sell, assign or transfer his interest in this Agreement. Seller may refuse to consent to any proposed transfer of Buyer's interest and may condition their consent in any manner deemed by them to be appropriate under the circumstances. No permitted assignment will release the assignor from its obligations hereunder. Subject to the foregoing, this agreement and all of the provisions hereof will be binding upon and enure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, and personal representatives. Nothing in the agreement, express or implied, is intended to confer on any person other than the parties hereto, or their respective successors, any rights, remedies, obligations, or liabilities under or by reason of this agreement.

14. LITIGATION EXPENSE: In the event any action, suit, arbitration or other proceeding shall be instituted by either party to this Agreement to enforce any provision of this Agreement or any matter arising therefrom or to interpret any provision of this Agreement, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the Court or Arbitrator(s). In addition to recovery of a reasonable attorney fee, the prevailing party shall be entitled to recover from the other costs and disbursements,

including all costs of Arbitration and the Arbitrator(s) fees, and expert witness fees, as fixed by the Court or tribunal in which the case is heard.

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

15. INTEGRATION: This agreement constitutes the full and final expression of the agreement between the parties concerning the subject matter of this agreement and it supersedes all prior negotiations concerning the subject matter hereof.

16. FURTHER ASSURANCES: The parties hereto shall, upon the request of the other party, execute and deliver any such additional documents as may be necessary or convenient for the purposes of evidencing or perfecting any rights or interests arising hereunder.

20. GOVERNING LAW: All matters with respect to this Agreement, including but not limited to matters of validity, construction, effect, and performance, will be governed by the laws of the State of Oregon applicable to contracts made and to be performed therein between residents thereof, regardless of the laws that might be applicable under principals of conflicts of law.

21. COUNTERPARTS: This Agreement may be executed in two or more fully partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing parties, but all counterparts together will execute one and the same instrument.

22. RULES OF CONSTRUCTION: The provisions of this Agreement have been examined, negotiated, and revised by counsel for each party and for the Company. No implication can or will be drawn against any party hereto by virtue of the drafting of this Agreement.

23. SEVERABILITY: Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this agreement, or effecting the validity or enforceability of any of the terms or provisions of this Agreement.

24. **HEADINGS**: The headings used in this Agreement are solely for convenience of reference, are not part of this agreement, and are not to be considered in construed or interpreting this Agreement.

25. **GENDER**: Any indication of gender of a party in this Agreement shall be modified, as required, to fit the gender of the party or parties in question.

26. **TIME OF ESSENCE**: Time is of the essence for each and every provision of this Agreement.

27. **ARBITRATION**: Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance or interpretation of this Agreement, shall be settled by arbitration in Curry County, Oregon, and any Judgment on the arbitration award may be entered in any court having Jurisdiction over the subject matter of the controversy.

27.1: Any party asserting a claim arising out of or relating to this Agreement may make a written demand for arbitration. In this event, the parties shall agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a Judge of the Circuit Court of the State of Oregon for Curry County. The dispute shall be heard by the arbitrator selected within 90 days thereafter, unless the parties agree otherwise.

27.2: The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. The provision of Section 14 shall also apply to arbitration, and in the event of arbitration under the provisions of this Agreement, the prevailing party shall be awarded reasonable attorney fees and related costs.

27.3: If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and Judgment so the award may be entered in any court having Jurisdiction over the parties. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

27.4: The parties agree that the arbitrator shall have no Jurisdiction to render an award and/or Judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a Judgment may be entered on the

arbitrator's award. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. The duty to arbitrate shall survive the cancellation or termination of this Agreement.

27.5: Service of process in connection therewith shall be made by certified mail. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate and the failure of one Party to comply with that agreement, and those issues shall be determined summarily by the court without a jury. All other issues shall be decided by the arbitrator, whose decision thereon shall be final and binding. There may be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.

27.6: Neither Party shall institute any legal proceeding against the other to enforce any right hereunder or for breach hereof, except that either Party may institute litigation (i) to enforce its rights of arbitration hereunder (ii) to confirm and have judgment entered upon any arbitration award issued hereunder, and (iii) to stay the running of any statute of limitation or prevent any other occurrence (including, without limitation, the passage of time) which would constitute laches, estoppel, waiver or any other such legal consequence that suit is necessary to avoid, provided, however, that neither Party shall pursue litigation under item (iii) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section.

27.7: If any dispute between the Parties arises from or in connection with any claim of litigation initiated by any third party (either as claimant, plaintiff, counterclaimant, or defendant/third Party plaintiff), then, unless the Parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section may at the option of either Party be deferred until the resolution of that third-party claim or litigation, provided, however that in the event of any such dispute in connection with a claim or litigation so initiated by a third party, either Party may at any time initiate arbitration under this Section 27 to determine prospective liability between the Parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence shall be subject to mandatory arbitration hereunder upon the demand of either Party. In the event Water Board is made a party to such claim or litigation so initiated by a third party, Water Board shall select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or litigation, regardless of whether Water Board is required to, or in fact does, initiate a cross claim, counterclaim, or third-party claim under Subclause (iii) of Subsection 27.6 above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SS

DRAFT

SELLER:

Port of Brookings Harbor

By: _____
Angi Christian, Port Commission President

Date: _____

By: _____
Andy Martin, Port Commission Secretary

Date: _____

BUYER:

Slugs N Stones N Ice Cream Cones,

By: _____
Darla A Winegarden

Date: _____

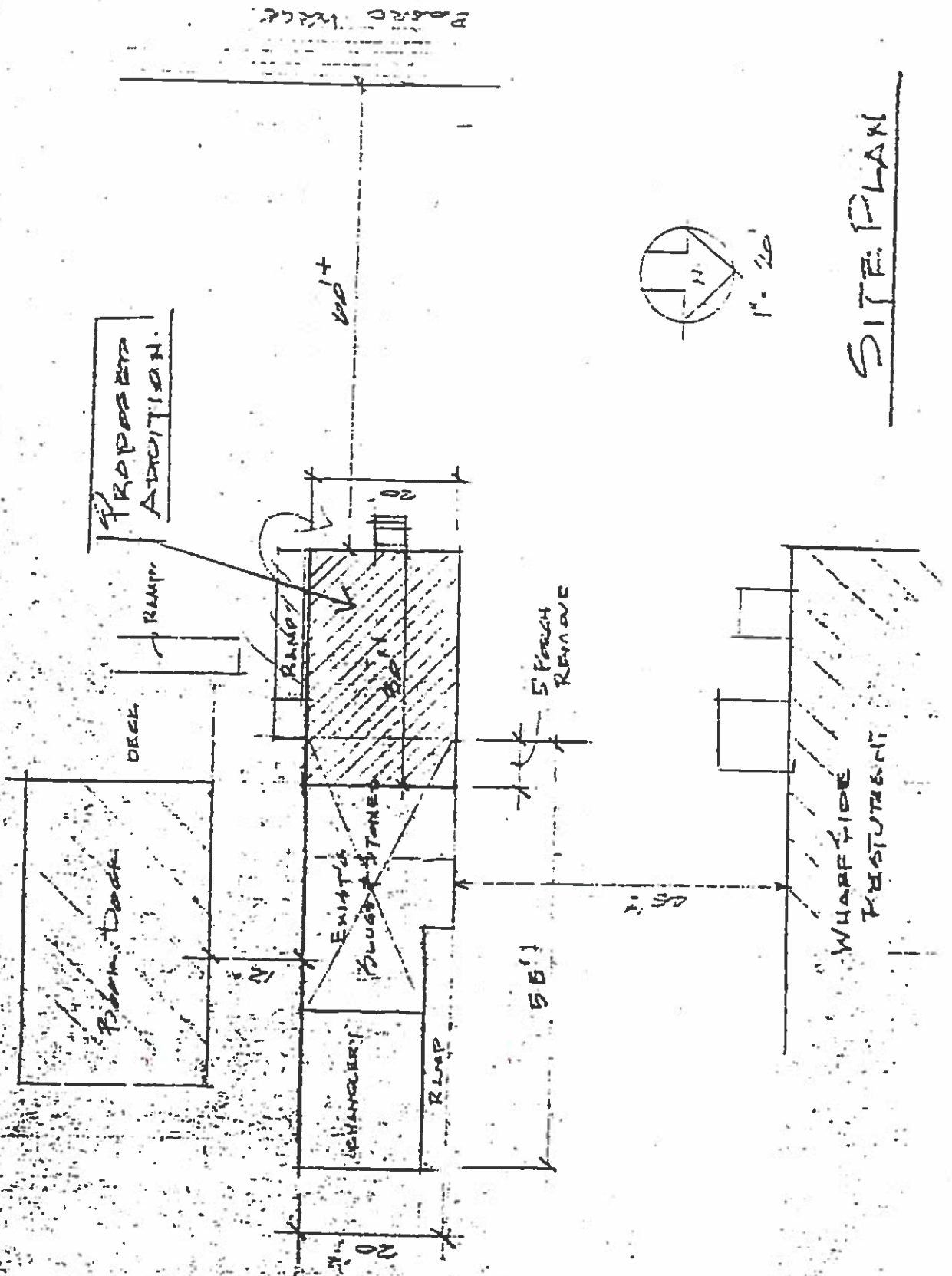
BUYER:

Slugs N Stones N Ice Cream Cones,

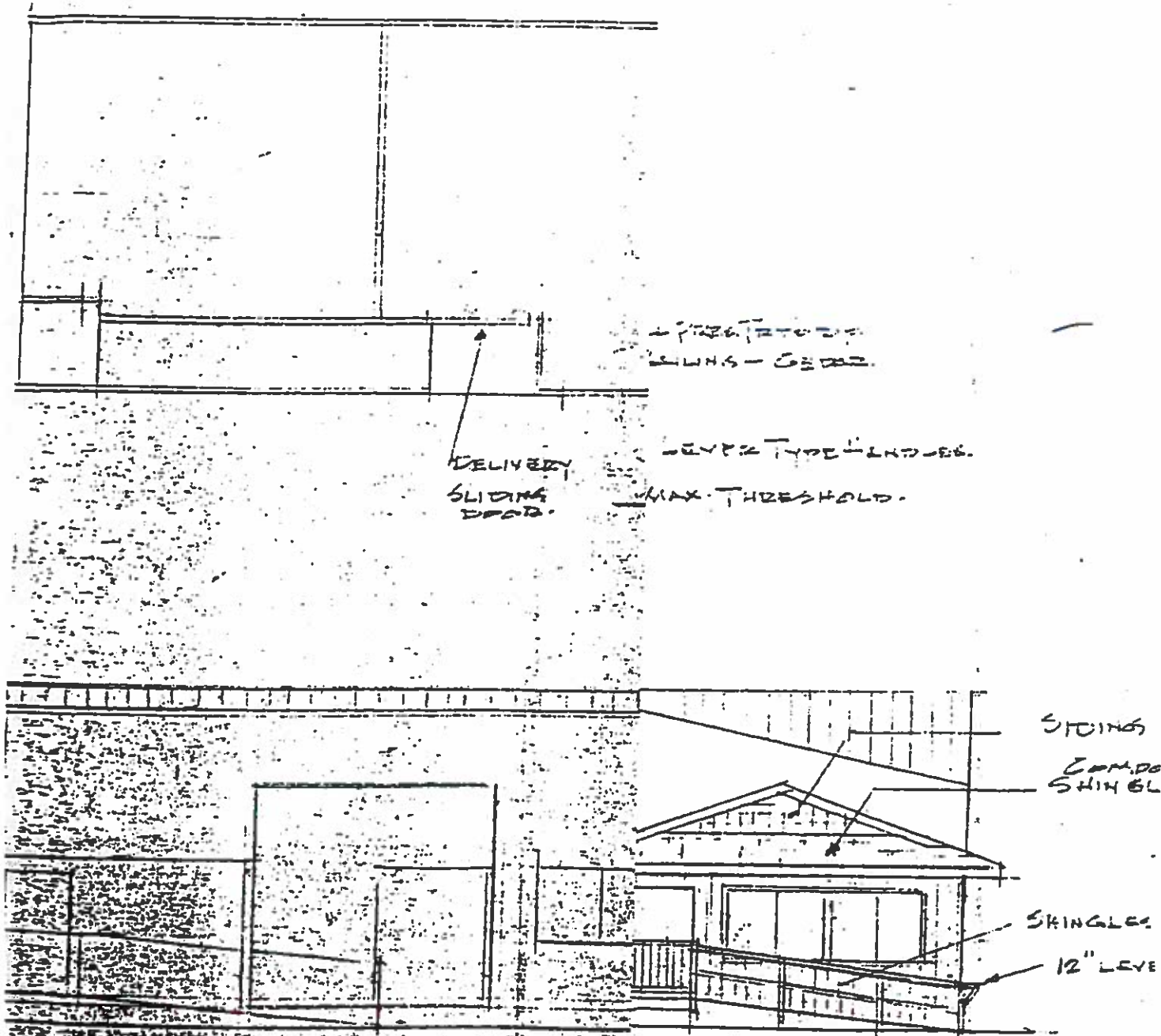
By: _____
Marc Winegarden

Date: _____

DRAFT



DRAFT



WEST ELEVATION

H.M. Hansen
H.M. HANSEN
STRUCTURAL ENGINEER
92832 TITUS LANE
BROOKINGS OR 97415
403-659-4324

DRAFT



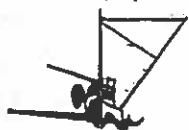
Gina Dearth
Port Manager



PORT
BROOKINGS
HARBOR
Ted Fitzgerald
Executive Director



Port of Gold Beach



Debbie Collins
Port Manager

Port of Port Orford



Gary Anderson
Port Manager

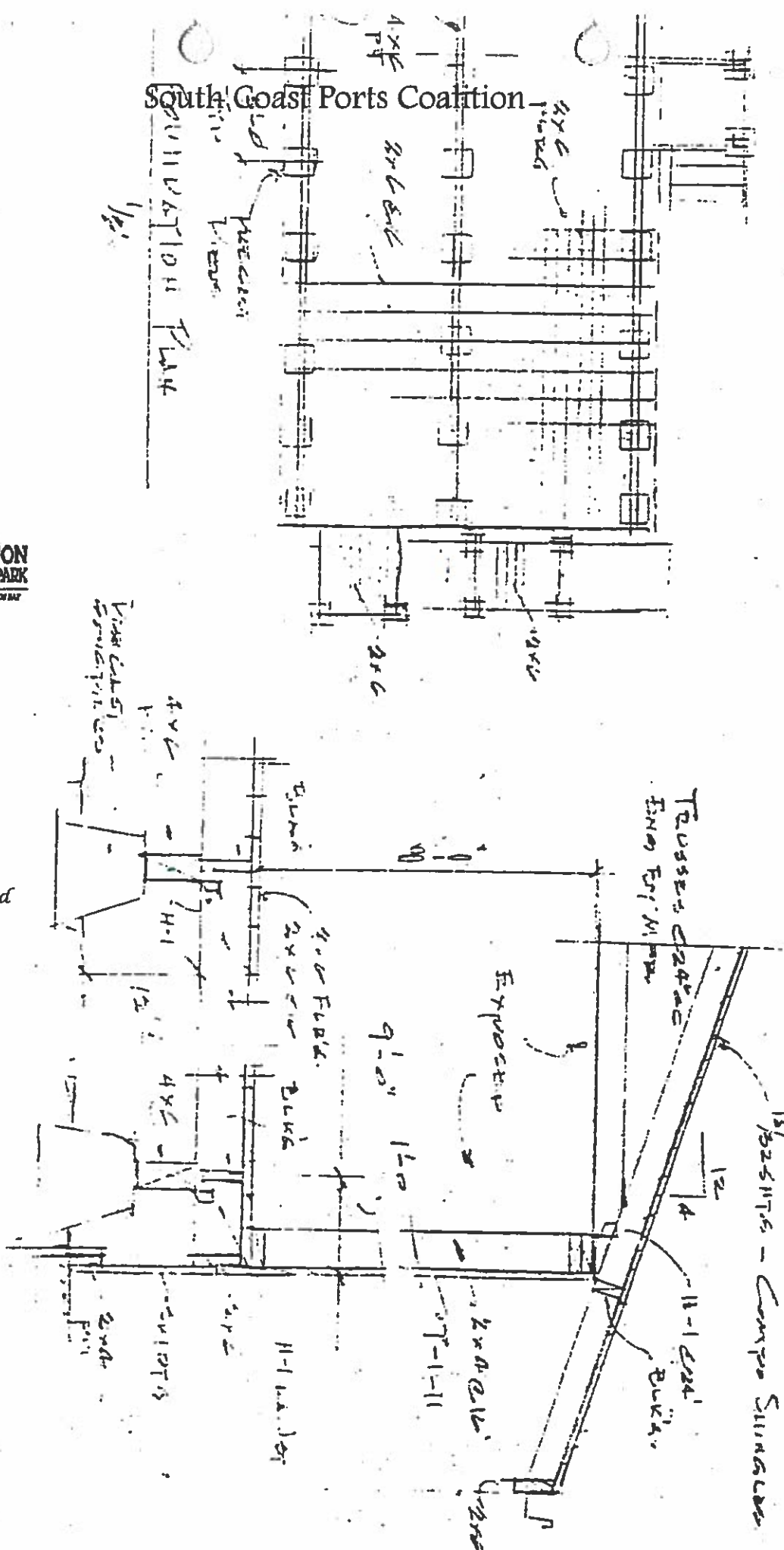


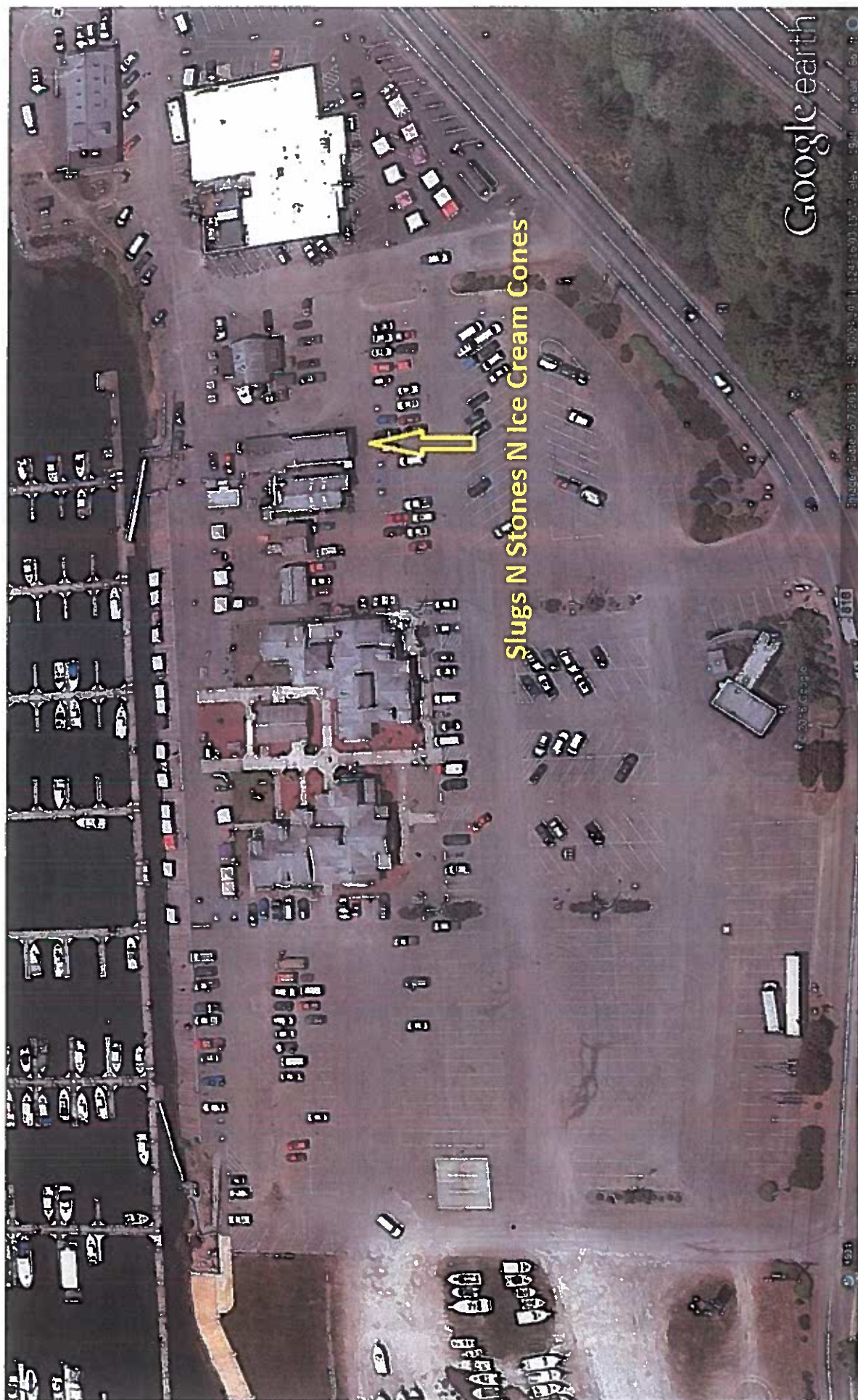
Charmaine Vitek
Port Manager



Bob Forsythe
Port Manager

South Coast Ports Coalition





PAGE 4 OF 4

DRAFT

COMMERCIAL LEASE AGREEMENT

DRAFT

This lease is made and entered into at Brookings, Oregon this 1st day of November, 2017, by and between the **Port of Brookings Harbor** (the Landlord) and **Marc and Darla A. Winegarden, dba Slugs N Stones Ice Cream Cones** (the Tenant).

1. Leased Premises. Landlord hereby leases to Tenant the real property, only, located at 16360 Lower Harbor Road, Brookings, Oregon, being further described in Exhibit A, attached hereto and incorporated herein by this reference, located in the Port of Brookings Harbor on the terms and conditions stated below:

a. The leased real property shall be used by Tenant for the operation of the current business and as commercial retail space only.

2. Lease Term and Base Rental.

a. Landlord hereby leases to Tenant the real property located at 16360 Lower Harbor Road, Brookings, Oregon, only, as described in Exhibit A, the Leased Premises,

b. Landlord acknowledges and agrees that Tenant is purchasing the trailer housing the business, the equipment in the trailer and the business housed in above described location, and that this lease is for the ground occupied by the business, only.

c. The Base Rental for the Leased Premises shall be as follows:

1. The rental rate for the ground occupied by Tenant's retail commercial business shall be \$0.30 per square foot of ground for 1,600 square feet of ground, or \$480.00 per month payable on the first day of each month commencing November 1, 2017.

d. The initial term of this lease shall be for a term of three (3) years commencing November 1, 2017 and continuing through October 31, 2020.

e. Landlord grants to Tenant the option to renew this lease in whole or in part of the Leased Premises, for one (1) additional three (3) year term at terms and conditions to be negotiated, provided Tenant a) is not in default of this lease at the time the option is exercised and b) Landlord does not need the ground for its own use and c) Landlord is otherwise satisfied with Tenant's use of the leased premises during the initial term. The parties agree to negotiate in good faith with respect to the renewal terms and

conditions on terms at least as favorable as those offered to any other tenant of Landlord at the time.

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

3. Base Rent Payment. Tenant shall pay the base rent for the leased Premises and any additional rent provided herein without deduction or offset. The Base rent shall increase annually, on each anniversary of the lease commencement for the second and each subsequent year, according to the Consumer Price Index for All Urban Consumers (CPI-U). The Base Rent increase shall be for the total amount of the Base Rent due. Base rent shall include all prior percentage increases.

Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant occupies the Premises.

Additional rent means any other sums payable by Tenant to Landlord under this lease, all real or personal property taxes, insurance costs and utility charges, other than those which Tenant is required to pay by this lease. At the end of the Lease agreement, a new Base Rent will be established.

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

4. Lease Consideration/Security Deposit. Upon execution of the lease, Tenant base rent is due the first day of the month of the lease term for which rent is payable. Tenant is required to pay a security deposit in the sum of \$480.00. Landlord may apply the security deposit to pay the cost of performing any obligation which Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the security deposit is applied by the Landlord, Tenant shall on demand pay the sum necessary to replenish the security deposit to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the security deposit shall be returned to Tenant upon termination of this lease, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the term.

5. **Use.** Tenant shall use the Leased Premises to operate Slugs N Stones Ice Cream Cones and for no other purpose without Landlord's written consent. Tenant shall carry on business during the hours customary in comparable businesses similarly situated. In connection with its use of the Leased Premises, Tenant shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including those of the Port of Brookings Harbor, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Port of Brookings Harbor, wherever located. Tenant shall not create or maintain any nuisance, noise, objectionable fumes, or vibrations while using the Leased Premises. Tenant shall be responsible for all System Development Charges, if any are assessed by the Port of Brookings Harbor for the premises.

a. Landlord is not by virtue of this section a partner or joint venture 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.

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

8. **Utilities and Services.** Landlord shall furnish all utilities up to the Leased Premises and Tenant shall be directly responsible for any and all electrical charges or fees for electrical service, and shall make arrangements to be billed directly from the local electric co-op (Coos-Curry Electric Cooperative, Inc.). Sewer and water usage will be billed separately.

Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Leased Premises. Unless caused by Landlord's negligence or intentional act, interruption, limitation, curtailment, or rationing of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease, and Landlord shall take all reasonable steps to correct any interruption in service.

9. **Maintenance and Repair - Tenant**

a. Tenant is at all times during the term of this lease, and at Tenant's sole cost and expense, obligated to keep the entire of the buildings occupying the Leased Premises and every part thereof in good condition and repair;

ordinary wear and tear and damage to the Leased Premises by earthquake, act of God, or the elements excepted. Subject only to the provisions contained in Section 10 herein, Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Leased Premises or any part thereof. Repair of damage caused by negligent or intentional acts or breach by this lease by Tenant, its employees or invitees shall be at Tenant's expense.

b. Tenant shall be responsible for any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, and all other repairs to the building occupying the leased premises, except repairs that would otherwise be the responsibility of Landlord under Section 10 or Section 15.

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

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

a. Provide access to a water supply and electricity.

b. Repair and maintenance of existing exterior water, sewage, and electrical services up the point of entry to the Leased Premises.

c. 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.

d. Repair and maintenance of existing exterior water, sewage, gas and electrical services up the point of entry to the leased Building.

11. Indemnity. Tenant shall not allow any liens to attach to the Lease Premises, or Tenant's interest in the Leased Premises, as a result of Tenant's activities. In the event that a materialman, mechanic's, or other lien is filed, or a claim of lien is made for work claimed to have been done for Tenant, Landlord will have the option in its sole discretion of requiring Tenant to post a Surety Bond within ten (10) days at Tenant's expense or to pay and discharge the lien, and Tenant agrees to reimburse Landlord promptly upon demand. These

Landlord remedies are not exclusive as Landlord has other remedies as provided by law including requiring Tenant to pay for Landlord's attorney fees and costs relating to any such lien.

Except as otherwise provided herein, Tenant hereby waives all claims against Landlord for damage to any property or injury, illness, or death of any person in, upon, or about the Leased Premises arising at any time and from any cause whatsoever other than solely by reason of the predominant negligence or willful act of Landlord, its officers, employees, or agents. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims or liability for damage to any property or injury, illness, or death of any person (a) occurring in or on the Leased Premises or any part thereof arising at any time and from any cause whatsoever other than solely by reason of the predominant negligence or willful act of Landlord, its officers, employees, or agents; or (b) occurring in, on, or about any part of the Leased Premises when such damage, injury, illness, or death shall be caused in whole or in part by the act, neglect, omission, or fault of Tenant, its agents, servants, employees, invitees, or licensees (including, without limitation, when such damage, injury, illness, or death shall have been caused in part by Landlord, its officers, employees, or agents.) Landlord shall have no liability to Tenant because of loss or damage caused by the acts or omissions of other tenants of Landlord, or by third parties. The provisions of this paragraph shall survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

12. Insurance. Tenant shall carry liability insurance with limits of not less than One Million Dollars (\$1,000,000) insurance, shall have an endorsement naming Landlord as an additional insured and covering the liability insured under Paragraph 16 of this Lease.

Tenant shall furnish a certificate evidencing such insurance which shall state that the coverages required below shall not be cancelled or materially changed without fifteen (15) days advance notice to Landlord.

Leases / Tenants

General Liability, Each Occurrence	\$1,000,000
Medical Expenses (any one person).....	\$ 5,000
General Aggregate.....	\$2,000,000

13. Exemption of Landlord from Liability. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income

therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invites, customers, or any other person in or about the Leased Premises or the Port, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, wires or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Port, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, unless such injury and /or damage results from the predominant negligence or willful acts of Landlord. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, occupant or user of the Port, nor from the failure of Landlord to enforce the provisions of any other lease of the Port.

14. Waiver of Subrogation. Tenant shall be responsible for insuring its personal property and trade fixtures located on the Leased Premises and any alterations or Tenant improvements it has made to the Leased Premises. Neither Landlord nor Tenant shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claims by one party's insurance carrier against the other party arising out of any such loss.

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

16. Assignment and Subletting. This lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant shall not assign its interest under this lease or sublet all or any portion of the Leased Premises without first obtaining Landlord's consent in writing. This provision shall apply to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment shall

relieve Tenant of its obligation to pay rent or perform other obligations required by this lease and no consent to one assignment or subletting shall be consent to any further assignment or subletting. Landlord shall not unreasonably withhold or delay its consent to any assignment, or to subletting, accepting that the proposed Tenant has been approved by Landlord in writing.

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

17. Default.

a. Any of the following shall constitute a default by Tenant under this lease:

1. Tenant's failure to pay rent or any other charge under this lease within ten (10) days after its due, or failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this lease.

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

3. Assignment or subletting by Tenant in violation of Section 18 above.

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

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

18. Remedies for Default. In case of default as described in Section 17 above, Landlord shall have the right to the following remedies which are intended

to be cumulative and in addition to any other remedies provided under applicable law.

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

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

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

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

20. Access. During times, other than normal business hours Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Leased Premises. In such event, Landlord shall have no liability for permitting or refusing to permit

access to anyone. With reasonable notice to Tenant, Landlord shall have the right to enter upon the Leased Premises at any time by passkey or otherwise to determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs to the Leased Premises, or to show the Leased Premises to any prospective tenant or purchasers. Except in case of emergency such entry shall be with at least 24 hours prior notice and at such times and in such manner as to minimize interference with the reasonable business use of the Leased Premises by Tenant.

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

22. Subordination. This lease shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Leased Premises. At Landlord's option this lease shall be subject and subordinate to any future encumbrance hereafter placed against the Leased Premises (including the underlying land) or any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.

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

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

25. Attorney's Fees. In the event, any action, suit, arbitration or other proceeding shall be instituted by either party to this Lease to enforce any provision of this Lease or any matter arising therefrom or to interpret any provision of this Lease, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the Court or Arbitrator(s). In addition to recovery of a reasonable attorney fee, the prevailing party shall be entitled to recover from the other costs and disbursements, including all costs of Arbitration and the Arbitrator(s) fees, and expert witness fees, as fixed by the Court or tribunal in which the case is heard.

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

26. Quiet Enjoyment. Landlord warrants that so long as Tenant complies with all material terms of this lease, it shall be entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord shall have no liability to Tenant for loss or damages arising out of the acts of other tenants of Port property or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises.

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

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

29. Real Property Taxes.

a. **Payment of Taxes.** Tenant shall pay the real property tax, if any, as defined in paragraph 29.c. below applicable to Tenant's portion of the Port as represented by the lease.

b. **Additional Improvements.** Tenant shall be responsible for paying Tenant's share of any increase in real property tax specified in the Tax Assessor's records and work sheets as being caused by additional improvements placed upon the Leased Premises by Tenant or by Landlord for the use by Tenant.

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

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

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

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

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

34. **Parking.** Landlord reserves the right to reassign parking spaces provided to Tenant at any time during the period of this lease with thirty (30) days written notice to Tenant and Tenant's consent, which shall not be unreasonably withheld.

35. **Arbitration.**

35.1 Any controversy or claim arising out of or relating to this lease, including, without limitation, the making, performance or interpretation of this lease, shall be settled by arbitration in Curry County, Oregon, and any Judgment on the

arbitration award may be entered in any court having Jurisdiction over the subject matter of the controversy.

35.2 Any party asserting a claim arising out of or relating to this lease may make a written demand for arbitration. In this event, the parties shall agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a Judge of the Circuit Court of the State of Oregon for Curry County. The dispute shall be heard by the arbitrator selected within 90 days thereafter, unless the parties agree otherwise.

35.3 The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. In the event of arbitration under the provisions of this Lease, the prevailing party shall be awarded reasonable attorney fees and related costs.

35.4 If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and Judgment so the award may be entered in any court having Jurisdiction over the parties. The parties agree that all facts and other information relating to any arbitration arising under this contract shall be kept confidential to the fullest extent permitted by law.

35.5 The parties agree that the arbitrator shall have no Jurisdiction to render an award and/or Judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a Judgment may be entered on the arbitrator's award. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. The duty to arbitrate shall survive the cancellation or termination of this contract.

35.6 Service of process in connection therewith shall be made by certified mail. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate and the failure of one Party to comply with that agreement, and those issues shall be determined summarily by the court without a jury. All other issues shall be decided by the arbitrator, whose decision thereon shall be final and binding. There may be no appeal of an order compelling arbitration except as

part of an appeal concerning confirmation of the decision of the arbitrator.

35.7 Neither Party shall institute any legal proceeding against the other to enforce any right hereunder or for breach hereof, except that either Party may institute litigation (i) to enforce its rights of arbitration hereunder (ii) to confirm and have judgment entered upon any arbitration award issued hereunder, and (iii) to stay the running of any statute of limitation or prevent any other occurrence (including, without limitation, the passage of time) which would constitute laches, estoppel, waiver or any other such legal consequence that suit is necessary to avoid, provided, however, that neither Party shall pursue litigation under item (iii) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section 35.

35.8 If any dispute between the Parties arises from or in connection with any claim of litigation initiated by any third party (either as claimant, plaintiff, counterclaimant, or defendant/third Party plaintiff), then, unless the Parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section may at the option of either Party be deferred until the resolution of that third-party claim or litigation, provided, however that in the event of any such dispute in connection with a claim or litigation so initiated by a third party, either Party may at any time initiate arbitration under this Section 37 to determine prospective liability between the Parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence shall be subject to mandatory arbitration hereunder upon the demand of either Party. In the event Landlord is made a party to such claim or litigation so initiated by a third party, Owner shall select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or litigation, regardless of whether Owner is required to, or in fact does, initiate a crossclaim, counterclaim, or third-party claim under Subclause (iii) of Subsection above, and regardless of Tenant's indemnity obligations as provided herein.

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

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

**PORT OF BROOKINGS-HARBOR
LANDLORD**

By: _____

Name: Angi Christian

Title: Port Commissioner, President

DRAFT

By: _____

Name: Andy Martin

Title: Port Commissioner, Secretary

**MARC AND DARLA WINEGARDEN
TENANT**

By: _____

Name: Marc Winegarden

By: _____

Name: Darla Winegarden

Title: Owners

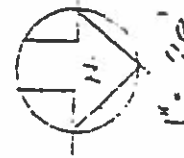
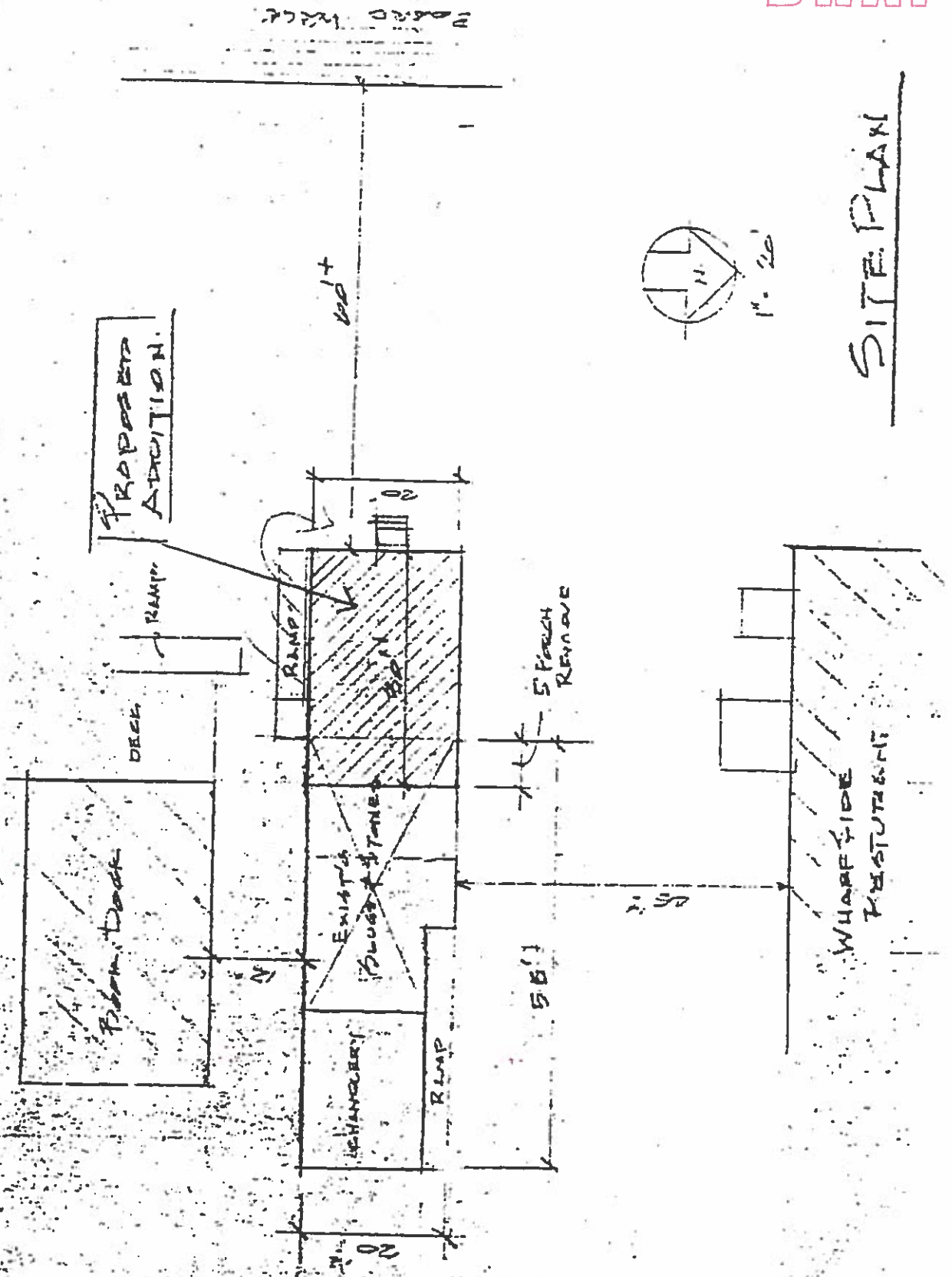
Mailing Address:

PO Box 2601

Brookings, OR 97415

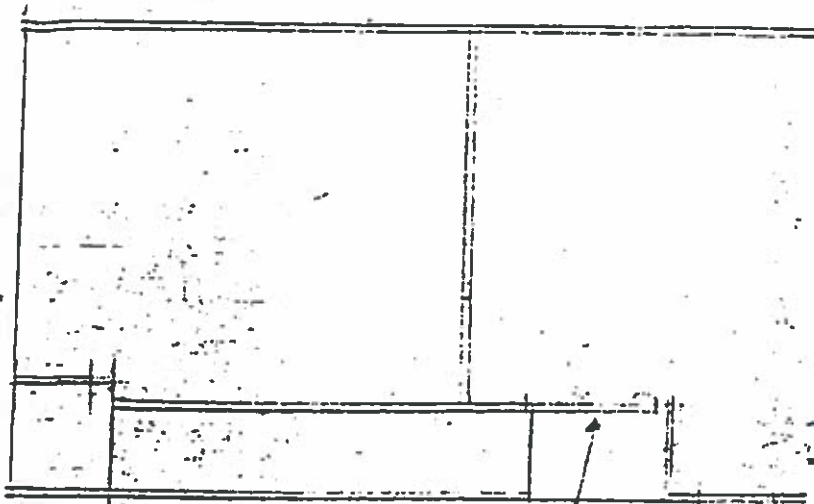
Phone _____

DRAFT



SITE PLAN

DRAFT

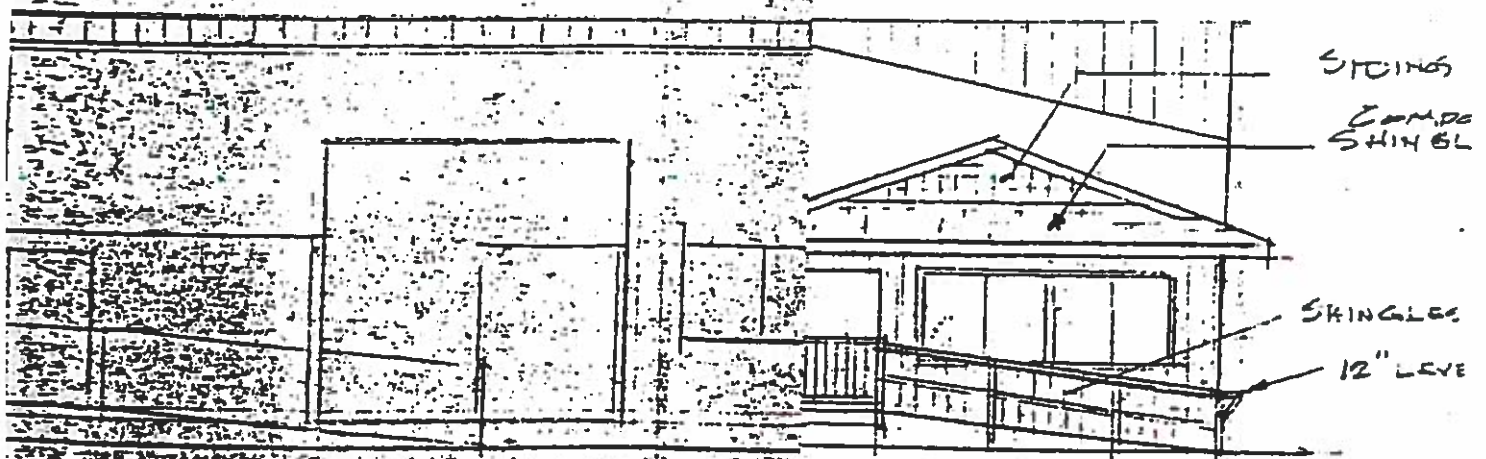


LEVER TYPE ENTRANCE

DELIVERY
SLIDING
DOOR

LEVER TYPE ENTRANCE

MAX. THRESHOLD



STUCCO

COMPO
SHINGLE

SHINGLES

12" LEVE

WEST ELEVATION

H.M. Hansen
H.M. HANSEN
STRUCTURAL ENGINEER
97832 TITUS LANE
BROOKINGS OR 97415
408-684-4324



Gina Dearth
Port Manager



PORT BROOKINGS HARBOR

Ted Fitzgerald
Executive Director



CHARLESTON
MAINA & R.V. PARK

Port of Gold Beach



Debbie Collins
Port Manager

Port of Port Orford



Gary Anderson
Port Manager

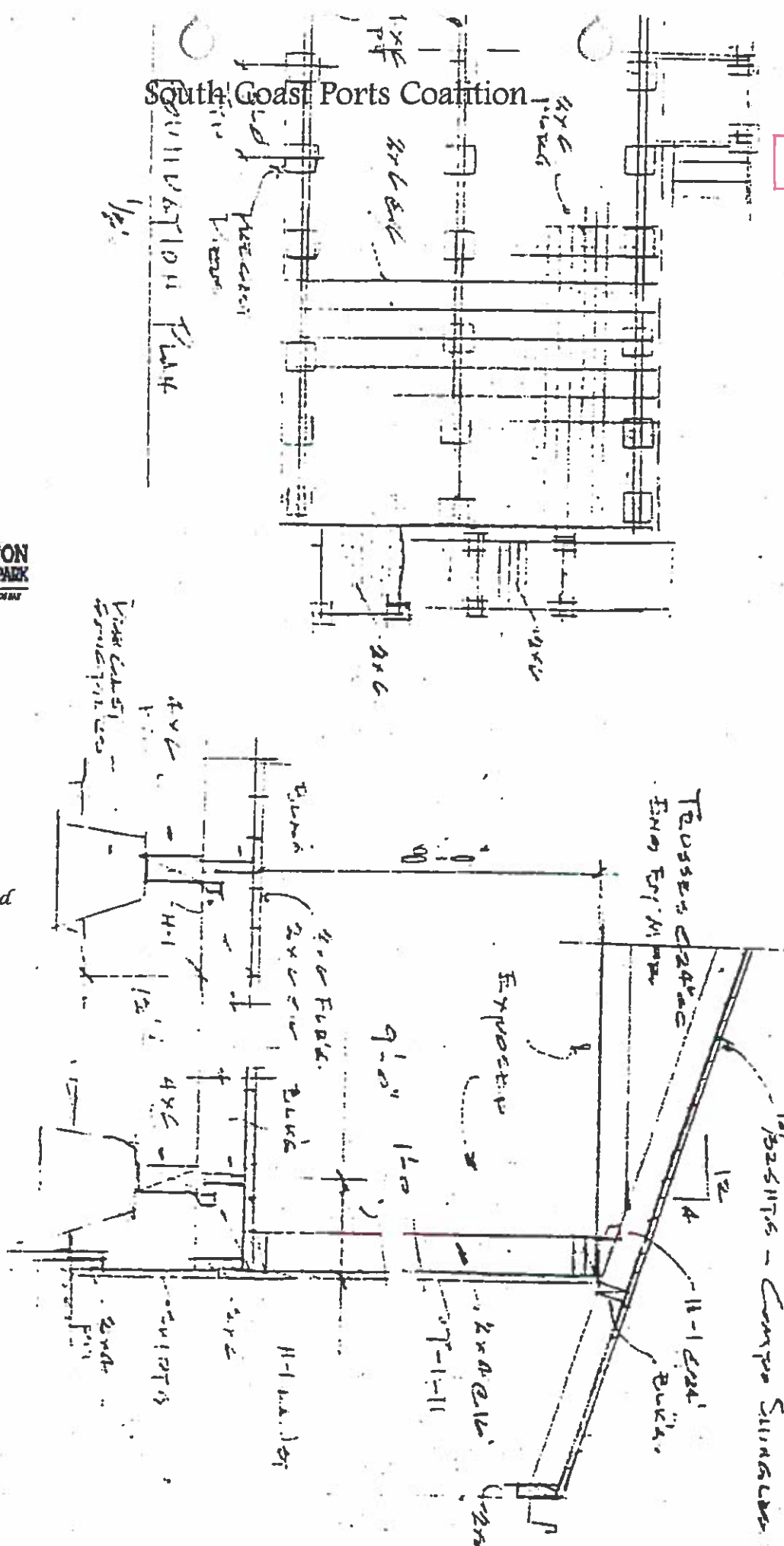


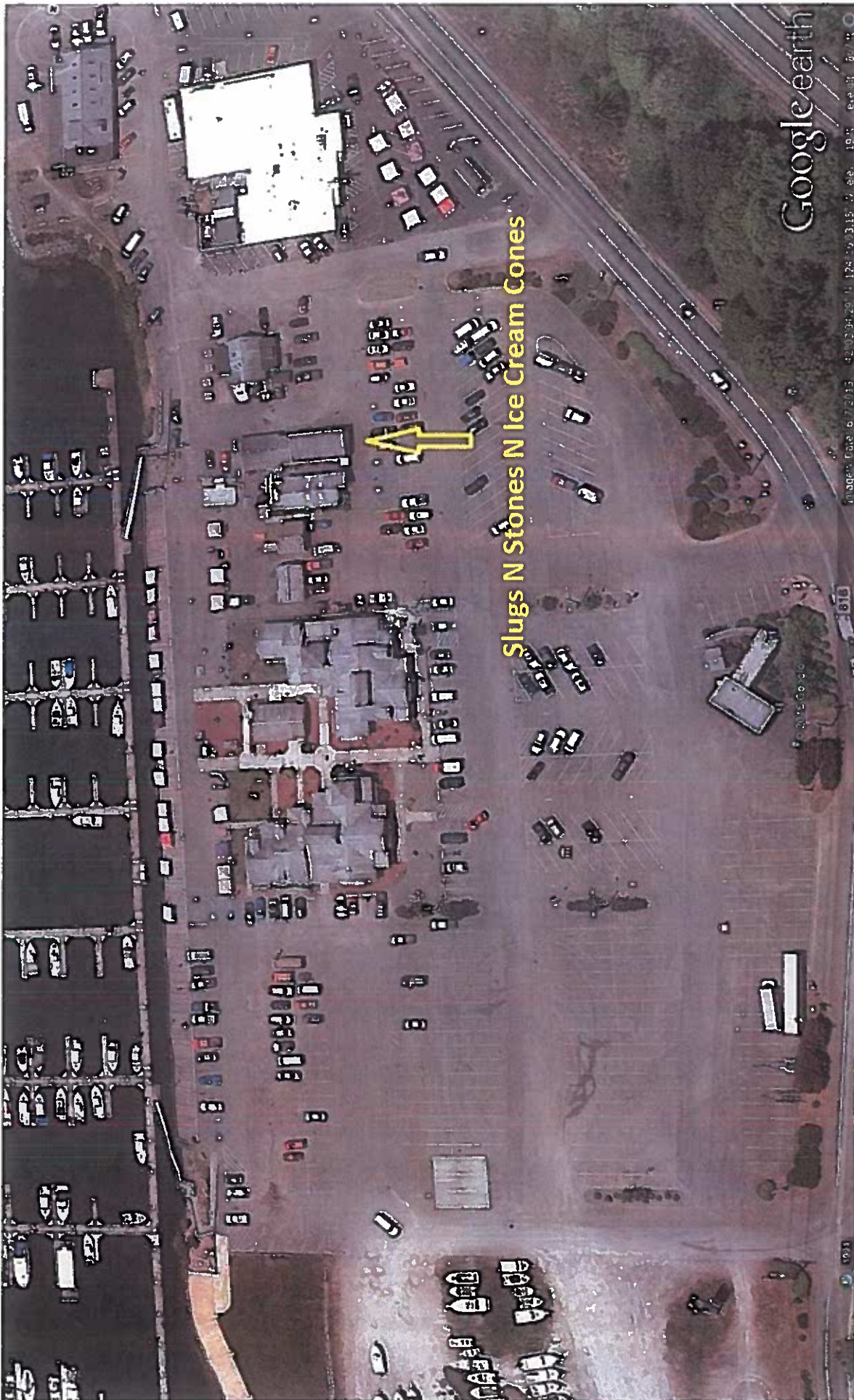
Charmaine Vitek
Port Manager



Bob Forsythe
Port Manager

South Coast Ports Coalition





PAGE 4 OF 4

DRAFT

OLD BUSINESS AGENDA ITEM

DATE: *November 21, 2017*
RE: *Written Statement of Work for General Port Counsel*
TO: *Port of Brookings Harbor, Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

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

- Revised General Port Counsel Statement of Work with Board comments, 2 pages
- Clean copy of General Port Counsel Statement of Work, 2 pages

COMMISSIONERS ACTION

- Board review and approval of written statement of work for soliciting general port counsel.
- Board direction to proceed with soliciting general port counsel.



Port of Brookings Harbor

A Special District of the State of Oregon

Formatted: Top: 0.56"

GENERAL PORT COUNSEL

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

ABOUT THIS POSITION:

On a routine basis you will report directly to the Port Manager, but may interact directly with Commissioners or employees when advisable in the Port's interest, and You will be responsible for a wide range of legal matters, procurements, resolution of legal claims against the Port or claims made by the Port on others, 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 related to construction, professional services, property transactions and 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;
- Excellent references

Formatted: Font: Bold

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 rate proposal, references and a proposed contract 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.



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 recruiting for general port counsel. We invite skilled attorneys with local government experience to apply for this position.

ABOUT THIS POSITION:

On a routine basis you will report directly to the Port Manager, but may interact directly with Commissioners or employees when advisable in the Port's interest. You will be responsible for a wide range of legal matters, procurements, resolution of legal claims against the Port or claims made by the Port on others, 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 related to construction, professional services, property transactions and leases.
- 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;
- 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
- Excellent references

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., rate proposal, references and a proposed contract 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 Bookings 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.

OLD BUSINESS AGENDA ITEM

DATE: *November 21, 2017*
RE: *Bubbles Boutique Proposal for Retail Center Space*
TO: *Port of Brookings Harbor, Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

OVERVIEW

- October meeting Deborah submitted a proposal for Building #1 Suite 103 rental.
- Deborah verbally informed Port Staff that she is no longer interested in Suite 103 on 11-08-17.
- Old Port Office space is now available for rent. Divider walls were removed, but no work installing suite separating wall was done. Port Staff has stop work until further instructions.

DOCUMENTS

- None

COMMISSIONERS ACTION

- Board review, discussion and provide direction on suite configuration.
- Board decision to advertise space available and what type of advertisement preferred.

OLD BUSINESS AGENDA ITEM

DATE: *November 21, 2017*
RE: *Oregon State Treasury LGIP Accounts*
TO: *Port of Brookings Harbor, Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

OVERVIEW

LGIP (Local Government Investment Pool)

LGIP is an open-ended, no-load diversified portfolio offered to municipality, political subdivision, or public corporation of Oregon. The pool is commingled with state funds in the Oregon Short Term Fund (OSTF). The pool enables participants to manage their funds in a manner that seeks to maximize the yield on their investments while meeting the safety and liquidity requirements for their funds.

- October meeting the Board approved to use LGIP for better investment returns.
- Please see attached for Port Staff recommendation handling fund accounts within LGIP and Umpqua Bank.

DOCUMENTS

- Port Staff recommendation, 1 page

COMMISSIONERS ACTION

- Board review, discussion and approval of staff recommendation.

Proposed LGIP Accounts

New LGIP Accounts/Unrestricted Funds

1. **General Fund** – This account serves the following purposes:
 - To receive Curry County Tax Appropriations.
 - To initiate ACH debits from Umpqua Bank's General Fund Account, including all revenue generated from Port operations and departments as needed. The cost of each transaction is 23¢ (5¢-LGIP and 18¢-Umpqua Bank)*
 - To initiate ACH purchase/deposit into Umpqua Bank's General Fund to satisfy General Funds Accounts Payable. The cost of each transaction is 23¢ (5¢-LGIP and 18¢-Umpqua Bank)
 - Ability to transfer funds from this account to other accounts within the LGIP as needed. No costs associated with these transactions.

New LGIP Accounts/Restricted Funds

2. **USDA Revenue Bond Fund** – This account to be created strictly for initiating ACH debits from Umpqua Bank to build up reserve for annual payment to loan/debit. To be set up with USDA for automatic debit/EFT to this account. The cost of each transaction is 23¢ (5¢-LGIP and 18¢-Umpqua Bank)
3. **Debt Service Fund** – This account to be created for IFA debt, Travelift Loan and any future debt incurred.
 - With this account we can initiate ACH debits from Umpqua Bank's General Fund account. The cost of each transaction from Umpqua Bank is 23¢ (5¢-LGIP and 18¢-Umpqua Bank).
 - This account to be set up with IFA for quarterly payments via debit/EFT directly from this account, to be initiated by us.
 - This account to be set up with M2Lease for automatic debit/EFT each month directly from this account.
4. **Capital Projects Fund** – This account to be created strictly for Capital Projects.
 - To receive all Federal and State Grants and FEMA funds.
 - To be set up with other State Agencies for debit ACH for future payments.
 - To initiate ACH debits from Umpqua Bank/General Fund, including all revenue generated from Port operations and department. The cost of each transaction is 23¢ (5¢-LGIP and 18¢-Umpqua Bank)
 - To initiate ACH purchase/deposit into Umpqua Bank/Capital Projects Fund to satisfy Capital Projects Accounts Payable. The cost of each transaction is 5¢ (5¢-LGIP)*.
5. **Reserve Fund** – This account to be created strictly for Reserve Fund strictly for initiating ACH debit from Umpqua Bank/General Fund and ACH deposit into LGIP to build up reserve. The cost of each transaction is 23¢ (5¢-LGIP and 18¢-Umpqua Bank).

Proposed Umpqua Bank Accounts

1. **General Fund** – Monies to be received from LGIP General Fund Account used to satisfy General Fund's Accounts Payable.
2. **Capital Projects Fund** – Monies to be received form LGIP Capital Projects Fund Account used to satisfy Capital Project's Accounts Payable.

Closing Debt Service Fund and USDA Fund as they are no longer needed.

NOTES:

**Because the Umpqua Bank General Fund Checking account is an "analyzed" account, the cost of each transaction, ACH debits/deposits from Umpqua Bank General Fund Checking, is 23¢ (LGIP – 5¢ + Umpqua Bank – 18¢)*

OLD BUSINESS AGENDA ITEM

DATE: *November 21, 2017*
RE: *RV Park Electrical Repair - Procurement Request*
TO: *Port of Brookings Harbor Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

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 5th. Sites 29 thru 57 are now without power.
- Double "E" Engineering provided site evaluation and drafted a "Request For Proposal" for contractors to quote from.
- Board approved to move forward to repair the immediate needs to be safe and reliable power for guests.
- Brookings Electronics Service was the only quote that included all RFP sections of work and is performing all the work.
- Funding is available for this repair work.

DOCUMENTS

- Procurement Request with repair method and quotes, 15 pages

COMMISSIONER ACTION

- Board approval to accept contract with Brookings Electronic Service for the immediate repairs to the RV Park electrical system.

PORT OF BROOKINGS HARBOR

Procurement Request

Project Name: RV Park Immediate Electrical Repair **Contract No.** _____

<input type="checkbox"/> Purchase Agreement	<input checked="" type="checkbox"/> Contract
Purchase Order No. _____	

Special Notes or Comments

Company Name **Brookings Electronic Service**

Contact Person: Emie Hinze

Address: PO Box 537
Brookings, OR 97415

Telephone: 541-469-2991

Brookings Electronic Service provided complete quote

per attached Draft - Request For Proposal provided by

Double "E" Engineering

Also, attached is list of contractors contacted for quotes

No.	Proposals / Quotes	Units	Quantity	Total \$
1	Brookings Electronic Service (complete package quote per RFP)	1	LS	\$5,884
2	Gowman Electric (price includes section 1 & 2 per RFP)	1	LS	\$4,350
3	Stadelman Electric (price includes section 1 & 2 per RFP)	1	LS	\$8,848

Prepared by: Gary Dehlinger
Print Name _____

Fund Account: ☒ General Fund ☐ Capital Improvements ☐ Debt Service ☐ Revenue Bond

Department: ☐ Marina ☐ Boat Yard ☒ RV Park ☐ Port Office ☐ Fuel Dock ☐ Commercial Retail

Approved by GM: _____

Signature	Print Name	Date
-----------	------------	------

Approved by Board Commissioner: _____

Signature	Print Name	Date
_____	_____	_____

Approved by Board Commissioner: _____

Signature	Print Name	Date
_____	_____	_____

To:

Gary Dehlinger
Port of Brookings Harbor

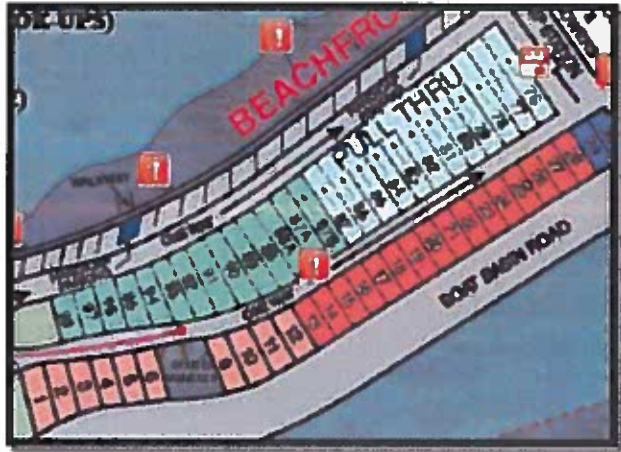
Project:

Beachfront RV Park Evaluation
September 29, 2017

1) SITES 1-28:

Sites 1-28 are currently served by an existing meter-main located in RV Site 13. The Utility Meter Number for this service is currently #66347. The meter-main contains two Main Service Disconnects: (1) 125 amp, 2-pole and (1) 150 amp, 2-pole. Both circuits exceed the electrical loading allowed under Article 551 of the National Electrical Code.

- a) Field verify and document source of Manager's Site electrical service. Notify Owner of findings.
- b) Disable (7) of the 50 amp receptacles in sites 1-12. Owner to indicate affected sites. See GENERAL INSTRUCTIONS for additional requirements.
- c) Disable (13) of the 50 amp receptacles in sites 13-28. Owner to indicate affected sites. See GENERAL INSTRUCTIONS for additional requirements.



2) SITES 29-57:

Sites 29-57 are currently served by an existing meter-main located in RV Site 43. This service has been disabled, however, the Utility Meter Number for this service was previously #64941. The meter-main originally contained two Main Service Disconnects: (1) 125 amp, 2-pole and (1) 150 amp, 2-pole. The 125 amp circuit exceeds the electrical loading allowed under Article 551 of the National Electrical Code.

- a) Replace existing Utility meter-main with new, complete with two ground rods and all other appurtenances required for a complete installation. Include all new breakers as identified below.
- b) Provide (1) 125 amp, 240 volt, 2-pole circuit breaker to serve sites 29-43.



- c) Provide (1) 150 amp, 240 volt, 2-pole circuit breaker to serve sites 44-57.
- d) Disable all 50 amp, 240 volt receptacles in the 125 amp circuit. See GENERAL INSTRUCTIONS for additional requirements.

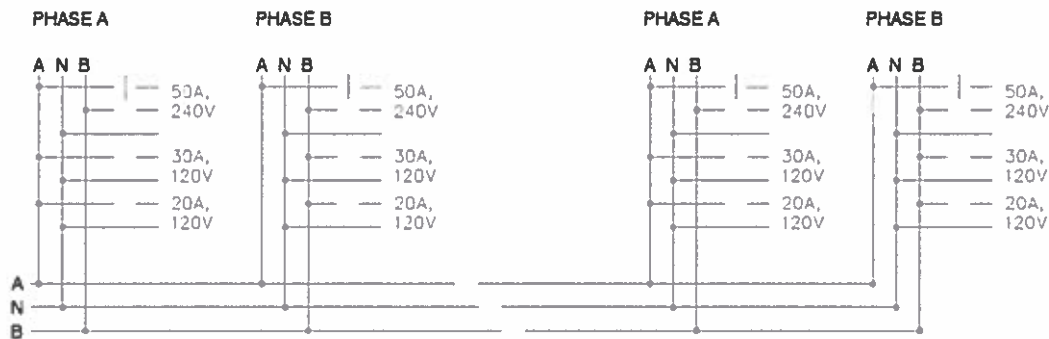
3) SITES 76-98:

Sites 76-98 are currently served by an existing Main Service Panel located in an electrical shed near RV Site 87A. The Utility Meter Number for this service is currently #66348.

- d) Field verify what circuit breaker serves site 87B and document any additional loads on this circuit breaker.

4) GENERAL INSTRUCTIONS:

- a) Each Utility Service Panel or Meter-Main should be thoroughly inspected, cleaned and maintained. Perform a trip check of all circuit breakers. Tighten all wire terminations. Notify Owner in writing of any safety issues and required corrections.
- b) Each Pedestal should be thoroughly inspected, cleaned and maintained. Perform a trip check of all circuit breakers. Tighten all wire terminations. Notify Owner in writing of any safety issues and required corrections.



ALTERNATING 120-VOLT CONNECTION

- c) 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'. Correct any improperly installed circuiting to balance individual phases. Contractor shall provide weatherproof adhesive labeling for each pedestal that identifies electrical phase. Provide Owner with documentation indicating the phase of each pedestal's 120-volt connections.

- d) Contractor is responsible to field verify typical pedestal configurations and options prior to bid to ensure that existing pedestals are field convertible from 50-amp to 30-amp. Where conversions are made, the 50 amp breaker and receptacles should be removed, if possible, (with appropriate coverplates installed).
- e) All work shall be in strict compliance with the National Electrical Code and serving Utility's standards. Installations shall meet the requirements of the Authority Having Jurisdiction.

BROOKINGS ELECTRONIC SERVICE, INC.

LICENSED ELECTRICAL CONTRACTOR
P. O. BOX 537
BROOKINGS, OR. 97415

CA. LIC. 785242
OR. LIC. 89476
ID. LIC. 17476

PROPOSAL

541-469-2991

PROPOSAL SUMMITTED TO
Port Of Brookings Harbor

PHONE

DATE
10.30.17

STREET

JOB NAME
R.V. Park Evaluation Proposal

CITY, STATE & ZIP CODE
Brookings Or. 97415
ARCHITECT

JOB LOCATION
Beach Front RV Park
DATE OF PLANS
JOB PHONE

We hereby propose to furnish materials and labor necessary for completion of.

Item 1

- A We will ID Panel power source of Managers Space. \$1465. -
B We will remove and disable all 50 amp plugs in spaces 1-12.
We will plug Outlet hole with a Dottie D60S 3 piece K/O Seal
C We will remove and disable 13 of the 50 amp plugs in pedestals 13-28. It leaves 2 with 50 amp plugs
We will plug Outlet hole with a Dottie D60S 3 piece K/O Seal

Item 2

- We will replace old CCEC Pedestal with a new one as Speced.
1- 150 amp breaker and 1-125 amp breaker.
Proper Grounding and permit as needed
We will Disable and remove all 50 amp plugs from pedestals 29-43
We will plug Outlet hole with a Dottie D60S 3 piece K/O Seal \$2539. -

Item 3

- We will determine what circuit breaker in site 87B controls

Item 4

- We will check Electrical connections, clean and tighten where needed.
We will no-lox connections as needed, and spray Corrozion X on Bussing. This helps prevent corrosion.
We will check the GFCI Plugs with an Approved GFCI tester. Breakers will be visually check and voltage varified
We will attempt to properly phase each pedestal as per the engineers recommendations

We realize the engineers want this work broken up in stages, but to save the POB money, we feel that the projects should be done a the same time. Otherwise the wireman would end up going back to the same pedestal more than once.

This is not a Prevailing wage Project. We will use our standard Hourly wage.
Changes, Adders or Deletions will be addressed on a time and material basis.
Material at cost plus 30%
Journeyman Hourly Wage \$75.00 per Hr.

For 1-4 comp let → WE PROPOSE: hereby to furnish material and labor, complete in accordance with the above specifications for :
Five Thousand Eight Hundred Eighty Four Dollars (\$ 5884.00)

Payment to be made as follows
505 when we start, Balance when complete

All material is guaranteed to be as specified. All work to be complete in a substantial workman like manner according to specifications submitted, per standard practices. Any alteration or deviation

from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Agreements are contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Our workers are fully insured by Workmen's Compensation Insurance.

AUTHORIZED SIGNATURE: Ernie Hinze Pres/Owner
LCH

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

If any suit or action is brought to enforce any provision of this contract, the prevailing party in such suit or action shall be entitled to actual attorney fees incurred, in addition to other costs and disbursements associated therewith.

ACCEPTANCE OF PROPOSAL the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature: _____



Greg Gowman, Owner/Licensed Electrical Contractor
Po Box 7225 Brookings, OR 97415
541-469-0117
CCB# 198999

Date: 10/31/2017

Customer Name: Port of Brookings Harbor-Beachfront RV Park

Customer Address: 16035 Boat Basin Road Brookings, OR 97415

Job Proposal

Job Description:

We are submitting the cost to compete the electrical repairs needed at the Beachfront RV Park. Repairs are per the report provided by Double 'E' Engineering, LLC. The existing electrical is not adequate to feed the RV sites. We have listed the repairs and costs separately below.

- 1) Sites 1-28: We will be disabling 7 of the 50A receptacles in sites 1-12 and 13 of the 50A receptacles in sites 13-28. The sites that will be disabled will be specified by the appropriate parties prior to the completion of the project. Total cost to disable a total of 20 (twenty) 50A receptacles in spaces 1-28 will be \$900.00.
- 2) Sites 29-57: We will replace the pedestal, ground rods/clamps, wire, a 125A 2 Pole circuit breaker for sites 29-43, and a 150A 2 Pole circuit breaker for sites 44-57. We will also disable 15 50A receptacles in sites 29-43. Total cost will be \$3,450.00.

The pedestal we are proposing to use is a pad mount pedestal, our proposal does NOT include the cost to pour or finish the concrete pad

Costs include all time, material, and state required permits necessary to complete the project. Payment is due upon completion of the project.

The material is considered a special order item and will take up to 6 weeks to arrive. Once the item has been ordered it can't be returned if the customer changes their mind and therefor they will be responsible for the cost of the material.

ALL WORK WILL BE COMPLETED IN A TIMELY, PROFESSIONAL MANNER. WE ARE LICENSED, BONDED, AND INSURED AS REQUIRED BY THE STATE OF OREGON. ANY CHANGES TO THE ABOVE MENTIONED PROPOSAL WILL BE ADDRESSED IN WRITING AND WILL BE CHARGED ACCORDINGLY. OUR PROPOSAL IS GOOD FOR 30 DAYS. AFTER 30 DAYS PRICING IS SUBJECT TO CHANGE DUE TO CHANGES IN MATERIAL PRICING. GOWMAN ELECTRIC RESERVES THE RIGHT TO CANCEL CONTRACT AT ANY POINT IN TIME FOR ANY REASON. Any unpaid balances after 30 days will be subject to an 18% APR charge.

CONTRACT FOR ELECTRICAL WORK

This is a contract for the electrical wiring to be performed by **Stadelman Electric, Inc.** for **Port of Brookings-Harbor** (CUSTOMER) made this 10th day of October, 2017.

Information

1. Stadelman Electric, Inc. is located at:

98153 N. Bank Chetco River Rd.
Brookings, Oregon 97415
CCB #: 120917

Phone: 541-469-4385
Fax: 541-469-7978
Email: stadelmanelectric@gmail.com

2. CUSTOMER'S name and address are:

Port of Brookings-Harbor
16340 Lower Harbor Rd. Suite 103
Brookings OR 97415

Contact Person: Brent
Phone: 541-469-2218
Cell: 541-661-7280
Email: brent@portofbrookingsharbor.com

3. The work site is located at:

Beachfront RV Park
16035 Boat Basin Rd.
Brookings OR 97415

Job Description:
Code Violation Corrections
RV sites 29-57

Scope of Work

The following is a description of the electrical wiring to be performed by STADELMAN ELECTRIC, INC. for CUSTOMER:

On RV sites 29-57 we will permanently remove the 50 amp receptacle and breaker. We will cap off these openings in an approved manner. We will check / tighten connections throughout the pedestals, replace missing screws, verify proper operation of the remaining 30 amp RV receptacle and 20 amp GFCI receptacle.

Due to the design of the RV pedestal, the 30 amp and 20 amp receptacles are already factory wired to opposite phases of the system. We will insure that the 30 amp receptacles are wired to alternating phases as you go down the row. We will label this "A" and "B".

We suggest that the Port pre-authorize a small amount of additional repairs. For example, if Stadelman Electric finds that a GFCI receptacle is defective we can replace this with a brand new 20 amp weatherproof GFCI receptacle for \$40.00. This would include labor and materials. If we have to stop, document, send in, get approval, return, re-disassemble the pedestal and install it will cost more than double. We suggest the Port pre-authorize a small amount of repairs per pedestal. We would document which pedestals received which repairs and provide the Port with an itemized list.

At site 43, we will remove the existing electrical service. In the same location we will provide and install a new service with a new meter socket and distribution that contains one 2 pole, 150 amp breaker and one 2 pole, 125 amp breaker.

BID: \$4,424.00

Our bid includes all of the labor, materials and state electrical permit required to install the electrical wiring as described above. Our bid does not include any other work beyond what is described above.

Note: this proposal may be withdrawn by us if not accepted within 30 days.

Payment Terms

CUSTOMER shall pay for the work on the following schedule:

\$2,200.00 due upon substantial completion of the RV sites

\$1,800.00 due upon substantial completion of the electrical service

\$ 424.00 due upon completion of the electrical work.

A finance charge at an annual percentage rate of 18% will be charged on all invoices that are not paid within 30 days of the date of the invoice.

Any alteration or deviation from above specifications will become an extra charge over and above the bid price and will be billed at \$72.00 per hour, per man plus materials or at a flat rate unless a different agreement is made.

Warranty

Stadelman Electric, Inc. warranties against defects in materials and workmanship all labor and materials provided by them for one year after the completion of the electrical wiring.

Damage to the electrical wiring due to acts of God, vandalism and/or other factors beyond Stadelman Electric's control are not covered by warranty.

Acceptance of Contract

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

CUSTOMER

STADELMAN ELECTRIC, INC.

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date

CONTRACT FOR ELECTRICAL WORK

This is a contract for the electrical wiring to be performed by **Stadelman Electric, Inc.** for **Port of Brookings-Harbor** (CUSTOMER) made this 10th day of October, 2017.

Information

1. Stadelman Electric, Inc. is located at:
98153 N. Bank Chetco River Rd.
Brookings, Oregon 97415
CCB #: 120917

Phone: 541-469-4385
Fax: 541-469-7978
Email: stadelmanelectric@gmail.com

2. CUSTOMER'S name and address are:
Port of Brookings-Harbor
16340 Lower Harbor Rd. Suite 103
Brookings OR 97415

Contact Person: Brent
Phone: 541-469-2218
Cell: 541-661-7280
Email: brent@portofbrookingsharbor.com

3. The work site is located at:
Beachfront RV Park
16035 Boat Basin Rd.
Brookings OR 97415

Job Description:
Code Violation Corrections
Spaces 1-28

Scope of Work

The following is a description of the electrical wiring to be performed by STADELMAN ELECTRIC, INC. for CUSTOMER:

At RV sites 1-28 we will permanently remove the 50 amp receptacle and breaker. We will cap off these openings in an approved manner. We will check / tighten connections throughout the pedestals, replace missing screws, verify proper operation of the remaining 30 amp RV receptacle and 20 amp GFCI receptacle.

Due to the design of the RV pedestal, the 30 amp and 20 amp receptacles are already factory wired to opposite phases of the system. We will insure that the 30 amp receptacles are wired to alternating phases as you go down the row. We will label this "A" and "B".

We will also verify the manager's site electrical service source.

BID: \$2,440.00

Our bid includes all of the labor and materials required to install the electrical wiring as described above. Our bid does not include any other work beyond what is described above.

We suggest that the Port pre-authorize a small amount of additional repairs. For example, if Stadelman Electric finds that a GFCI receptacle is defective we can replace this with a

brand new 20 amp weatherproof GFCI receptacle for \$40.00. This would include labor and materials. If we have to stop, document, send in, get approval, return, re-disassemble the pedestal and install it will cost more than double. We suggest the Port pre-authorize a small amount of repairs per pedestal. We would document which pedestals received which repairs and provide the Port with an itemized list.

Note: this proposal may be withdrawn by us if not accepted within 30 days.

Payment Terms

CUSTOMER shall pay for the work on the following schedule:

\$2,200.00 due upon substantial completion of the electrical wiring

\$ 240.00 due upon completion of the electrical wiring

A finance charge at an annual percentage rate of 18% will be charged on all invoices that are not paid within 30 days of the date of the invoice.

Any alteration or deviation from above specifications will become an extra charge over and above the bid price and will be billed at \$72.00 per hour, per man plus materials or at a flat rate unless a different agreement is made.

Warranty

Stadelman Electric, Inc. warranties against defects in materials and workmanship all labor and materials provided by them for one year after the completion of the electrical wiring.

Damage to the electrical wiring due to acts of God, vandalism and/or other factors beyond Stadelman Electric's control are not covered by warranty.

Acceptance of Contract

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

CUSTOMER

STADELMAN ELECTRIC, INC.

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date

CONTRACT FOR ELECTRICAL WORK

This is a contract for the electrical wiring to be performed by **Stadelman Electric, Inc.** for (CUSTOMER) made this day of

Information

1. Stadelman Electric, Inc. is located at:

98153 N. Bank Chetco River Rd.
Brookings, Oregon 97415
CCB #: 120917

Phone: 541-469-4385
Fax: 541-469-7978
Email: stadelmanelectric@gmail.com

2. CUSTOMER'S name and address are:

Port of Brookings-Harbor
16340 Lower Harbor Rd. Suite 103
Brookings OR 97415

Contact Person: Brent
Phone: 541-469-2218
Cell: 541-661-7280
Email: brent@portofbrookingsharbor.com

3. The work site is located at:

Beachfront RV Park
16035 Boat Basin Rd.
Brookings OR 97415

Code Violation Corrections
Replace electric service that
powers spaces 1-28.

Scope of Work

The following is a description of the electrical wiring to be performed by STADELMAN ELECTRIC, INC. for CUSTOMER:

The electric service that runs spaces 1-28 is starting to rust through. It is identical to the one that failed at site 43. In the same location, Stadelman Electric will provide and install a new service with a new meter socket and distribution that contains one 2 pole, 150 amp breaker and one 2 pole, 125 amp breaker.

Our bid includes all of the labor, materials and state electrical permit required to install the electrical wiring as described above.

Our bid does not include any other work beyond what is described above.

BID: \$1,984.00.00

Note: this proposal may be withdrawn by us if not accepted within 30 days.

Payment Terms

CUSTOMER shall pay for the work on the following schedule:

\$1,784.00 due upon substantial completion of the electrical wiring

\$ 200.00 due upon completion of the electrical wiring

A finance charge at an annual percentage rate of 18% will be charged on all invoices that are not paid within 30 days of the date of the invoice.

Any alteration or deviation from above specifications will become an extra charge over and above the bid price and will be billed at \$72.00 per hour, per man plus materials or at a flat rate unless a different agreement is made.

Warranty

Stadelman Electric, Inc. warranties against defects in materials and workmanship all labor and materials provided by them for one year after the completion of the electrical wiring.

Damage to the electrical wiring due to acts of God, vandalism and/or other factors beyond Stadelman Electric's control are not covered by warranty.

Acceptance of Contract

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

CUSTOMER

STADELMAN ELECTRIC, INC.

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date

X Aaron Hodge Electric
(541) 661-2337

Not excepting new customers.

X Robinson Electric
(541) 469-0232

No response

✓ Gowman Electric
(541) 469-0117

P/U Eng. 10-3 msg 10-20

✓ Stadelman Electric
(541) 469-4385

P/U Eng 10-4 Bid 10-10

✓ Brookings Electronic Services Inc
(541) 469-2991

P/U Eng 10-4 10-20

X Austin Electric LLC
(541) 813-2223

10-5 P/U eng 10-20 "Larry"
No bid

X Mauldin Electric
(541) 251-2200

P/U Eng. 10-2 "pass"

X Diamond Inc
(541) 469-7518

not working #

X All Things Electric
(541) 373-1298

No response - No bid

NEW BUSINESS AGENDA ITEM

DATE: *November 21, 2017*
RE: *Moorage Waiting List Policy*
TO: *Port of Brookings Harbor, Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

BACKGROUND

- There is currently no policy in place regarding an official procedure for administering moorage.
- In the interest and obligation of managing slip rentals impartially and consistently, it is necessary to establish policy which not only sets forth objective guidelines for prioritizing available slip offerings, but also which defines an objective basis for vetting new customers.
- Port Commission approved Resolution No. 335 which established a fee of \$25 to be put on a moorage waiting list, however there are no other documentation regarding waitlist procedure.
- Despite there being an active fee in place, current staff is unaware of anyone being charged this fee, and is unaware of any official waiting list.
- Handful of waitlist policies from various Ports including Port of Port Townsend, Port of Hood River, Port of Monterey and Port of Seattle were used to draft a Port of Brookings Harbor Moorage Waitlist and Slip Transfer Application Form.
- It is in the best interest of the Port to vet potential customers so as to avoid problems later on, specifically those relating to payment. Many ports require a background check for all new customers. The Port of Newport does require background checks for any Port Use Agreement of one month or longer. The Port of Newport uses RentPrep Tenant Screening, which is (as far as we know) the leader in the industry. This company advised against a traditional "credit check" for our purposes, stating that a hard inquiry on customer credit is not necessary. The Port of Newport's background check is composed of these three areas: SSN Validation (address history), US Nationwide Eviction Search, US Nationwide Criminal Search and the cost of this check is \$14.95 per customer. If we would prefer, our background checks could include the previous three areas, as well as US Nationwide Judgements/Liens Search and US Nationwide Bankruptcy Search. The cost of all five areas would be \$19.95 per person. If we decide to go this route, we would set the parameters in terms of what we deem acceptable (i.e. no evictions in the past five years, etc.) and then RentPrep would do the vetting, and then give the Port a simple "pass / no pass" reply. It is my understanding that if the customer would like any further explanation, they would need to contact RentPrep themselves. There is no subscription fee; we would only pay the cost per background check. Our credit card would be billed on the first of the month for any background checks performed in the previous month. The Port could pass these charges on to the

customer at the time of their application. We have worked with RentPrep to create an appropriate Background Check Application.

- Before any slip is offered to new customer, all details of the vessel and slip location must be approved by Port Manager and/or Harbormaster for moorages month or greater. For the best interest of the Port, all infrastructure issues must be evaluated before issuing a slip.
- Currently, the Port does not have any slip areas designated as commercial, charter or recreational.
- Transient Dock has three paid annual moorages (BJ Thomas, Miss Sarah and Cape Sabastian). Miss Emily and Miss Sarah flip flop the space on transient most of the year, but occasionally when both vessels are here, the Transient Dock space is reduced significantly. The extra vessel when here pays for the transient days. There is no good way of managing the moorage spaces on Transient Dock, when their vessels are gone, transient vessels moor in their space (even though signs are posted) on a regular basis and Port Staff must remove them when paid moorage vessels return.
- Occasionally, the Port receives commercial vessels on Transient Dock for entire fishing season.
- Port of Brookings Harbor website says we are a "Harbor of Refuge". Transient space somewhere in the harbor should exist for vessels getting off dangerous sea conditions or encountering mechanical issues.

DOCUMENTS

- Resolution No. 335 Establishing Moorage Waiting List Fees, 2 pages
- Other Ports Moorage Waiting Applications, 12 pages
- Current Port of Brookings Harbor Waiting List, 1 page
- Draft Port of Brookings Harbor Moorage Waiting List Application Form, 4 pages
- Draft Port of Brookings Harbor Slip Transfer List Application Form, 3 pages
- Draft Port of Brookings Harbor, RentPrep New Customer Background Check, 2 pages
- Transient, Basin 1 & 2 Dock maps with dimensions of slips, 5 pages
- Waiting List Priority vs Boats Sold in Slips & Harbor of Refuge Terminology, 7 pages

COMMISSIONERS ACTION

- 1) Board review, discussion and approval of Moorage Waiting List and Transfer List Applications Forms.
- 2) Board approval using RentPrep for new customers background check.
- 3) Board review, discussion and decision of dock management regarding commercial, charter and recreational areas.
- 4) Board review, discussion and decision on Transient Dock space for annual moorage vessels.
- 5) Board review, discussion and decision on Transient Dock length of time moored.
- 6) Board decision on Port give preference to commercial or recreational customers in any way.
- 7) Board decision on waiting list priority vs boats sold in slips.

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

RESOLUTION NO. 335

**A RESOLUTION OF THE PORT OF BROOKINGS HARBOR
ESTABLISHING MOORAGE WAITING LIST FEES**

WHEREAS, this resolution must be adopted by the Port of Brookings Harbor Board of Commissioners as a prerequisite to establishing a fee reimbursement for maintaining and administering a moorage berth waiting list, and

WHEREAS, the Port of Brookings Harbor agrees that it is necessary to recoup the expenses associated with the establishment of a moorage waiting list, and

WHEREAS, the fee will set at \$25.00 ^{every two years} ~~per year and renewable on an annual basis.~~

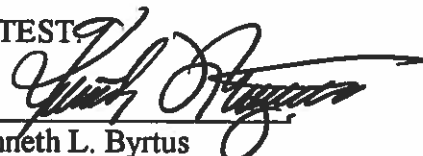
NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Port of Brookings Harbor does hereby ratify the above stipulated fee schedule for maintaining a position moorage waiting list, effective as of December 1, 2000.

PASSED AND ADOPTED by the Port of Brookings Harbor Board of Commissioners this 21st day of November 2000.

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

By 
Lloyd D. Whaley, President

ATTEST


Kenneth L. Byrtus

INTEROFFICE MEMORANDUM

TO: RUSS CRABTREE, EXECUTIVE DIRECTOR
FROM: LUCIE LA BONTE
SUBJECT: MOORAGE WAITING LIST FEES
DATE: 11/3/00
CC: DAN THOMPSON, HARBORMASTER

Swan Town Marina, Olympia - \$50 one time, credited to account if space rented.

Port Townsend - \$50 fee first year, \$25 each year after – non-refundable

Friday Harbor - \$25 per year, pro-rated quarterly, sends update letter yearly

Anacortes - \$40 per year

Port of Willapa – No charge

Port of Peninsula – No charge

Oak Harbor Marina - \$25 per year as a deposit or non-refundable



Port of
Hood River

Providing for the region's economic future.

INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA

1000 E. Port Marina Drive • Hood River, OR 97031 • (541) 386-1645 • Fax: (541) 386-1395 • www.portofhoodriver.com • Email: porthr@gorge.net

Re: **Non-refundable Fee Required for the Moorage Wait List**

The Port of Hood River currently maintains three separate Wait Lists for moorage slips – one for boats up to 30 feet in overall length; a second list for boats over 30 feet in length but not exceeding 45 feet overall; and a third list for boat lengths over 45 feet. Separate forms and separate fees are to be paid for being on multiple lists. These Wait Lists may be viewed at <http://portofhoodriver.com/marina/moorage-info-wait-lists/>.

To be on the Wait List, a non-refundable fee of \$100 must be submitted with the accompanying "Wait List" form. This \$100 fee is not applied to moorage when a slip becomes available. Payment of this fee does not guarantee moorage rights because turnover rate is unknown. Owning a boat is not a criterion for being on a Wait List.

When a slip is offered, and accepted, a boat must be placed in the slip within thirty (30) days. Prorated moorage for the remainder of the calendar year will be based upon the date of acceptance. If a boat is not currently owned, the prospective tenant will be given 30 days to purchase a boat to be placed in the slip or provide proof that a purchase transaction is pending.

If the 30-day requirement cannot be met when a slip is offered and the prospective tenant would like to pass on the offer (or if a response is not received), the name will remain on the Wait List in the current standing unless the prospective tenant indicates the name is to be removed from the List. **If a slip offer is offered a second time within a 12 month period**, and the slip is declined or a response is not received, the name will be removed from the Wait List. Prospective tenants may reapply to be on the List by providing a new Wait List form and pay the \$100 administrative fee. When the new form and payment are received, his or her name will be added to the bottom of the Wait List.

The primary means of contacting prospective tenants is by email from marina@portofhoodriver.com. It is the responsibility of the prospective tenant to update Spam filters to allow mail from portofhoodriver.com or gmail.com domains and to keep contact information updated. When a slip offer is made, the turnaround time for a response is short—a week or less. No response is treated as a declined response.

Port staff will notify Wait List persons of potential slips that are available for sublease for a period not to exceed 12 months for any available slip. Subleases of less than one month will not be considered.

If you have any questions, please contact the Port office at 541-386-1645.

(Over)

PORT OF HOOD RIVER MARINA WAIT LIST

Return this completed form and enclose the non-refundable fee of \$100 to:

Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031

(The fee may be paid by check, cash, Visa or MasterCard)

***Separate forms and fees need to be submitted to be on multiple lists**

- | | |
|--|---|
| <input type="checkbox"/> Boat Length 30 feet or Under (List 1) | <input type="checkbox"/> I have read the Rules & Regulations and Rate Schedule (Port website) |
| <input type="checkbox"/> Boat Length over 30 feet but not exceeding 35 feet (List 2) | <input type="checkbox"/> I understand the 30-day occupancy requirement |
| <input type="checkbox"/> Boat Length over 30 feet but not exceeding 45 feet (List 2) | <input type="checkbox"/> I understand ownership and insurance requirements |
| <input type="checkbox"/> Boat Length over 45 feet (List 3) | |

PLEASE PRINT:

Name: _____

Email: _____

Address: _____

Cell Phone: _____ Home or Work Phone: _____

Power ____ Sail ____ Fuel Capacity ____ gal. **Length (Overall)** ____ Beam ____

Type/Make _____ Boat Name _____

State Marine Board Decal _____ (****OR or WA registration required**) Tag Expiration _____
(Leave Blank if boat not yet purchased)

Is this vessel co-owned? Yes ____ No ____

Registered Co-Owner's Name: _____

Email: _____

Address: _____

Cell Phone: _____ Home or Work Phone: _____

If a sublease is available, do you want an email notification? ☐ Yes ☐ No I have read the Sublease section of the Marina Rules & Regulations. ☐ Yes ☐ No

I understand that this \$100 fee to remain on the Wait List is non-refundable, and when a slip is offered the fee will not be applied to a slip lease rate. I also agree to notify the Port if I no longer wish to remain on the Wait List, and I understand that the \$100 fee will not be refunded to me.

I also understand that if a slip is offered I can pass one time and my name will remain in the same standing on the Wait List. If I decline a second offer within a 12-month period, I understand my name will be removed from the Wait List. A new Wait List form and payment of the \$100 fee will be required to be added back on the List.

I further understand that my name will be included on the Wait List page on the Port of Hood River's website where I can check my standing on the Moorage Wait List. (Example: mm/dd/yy-Last Name)

Signature _____ Date _____

For Office Use Only:

Visa ____ MasterCard ____ Cash ____ Check # ____ POHR Receipt # ____ Date Processed ____

Date of first offer ____ Slip # Accepted ____ Declined ____ with name in same standing on Wait List

Date of second offer ____ Is date of second offer within 12 months? Yes ____ No ____

If yes, accepted Slip # ____ If declined ____, removed from List until form resubmitted and \$100 paid to remain on the List

Section 5: MOORAGE

5.1 Moorage Waiting List (A.2.2)

Because the demand for moorage can be greater than availability, waiting lists are maintained for most moorages. To acquire moorage, it may be necessary to go on a waiting list. The waiting list is processed by date of application and moorage is assigned in that order, with consideration given to overall length, beam, and operating characteristics of the Vessel.

5.1.1 Procedures for Moorage Waiting List and Moorage Assignment:

- a. Applicants must fill out a waiting list application at the Harbor Office.
- b. Each application must be accompanied by a non-refundable Waitlist Setup Fee. An annual fee will be charged to remain on the list.
- c. Applicants are responsible for keeping the Port advised of their current mailing address, email, and telephone number(s) for billing and notifications. Applicants are responsible for appropriately representing their Vessel's length and beam. Moorage offers may be withdrawn from customers who provide inaccurate Vessel information. It is also the responsibility of the applicant to provide the Port with an alternate contact in the event moorage becomes available and the applicant cannot be reached at the address or telephone number on the application.
- d. When an applicant is offered moorage and refuses or cannot be contacted within 10 days of the date moorage is offered that applicant shall be removed from the waiting list and may not have further rights to moorage under that application.

5.2 Moorage of Vessels

All moorage at the Harbors is assigned through the Harbor Office.

5.2.1 Owners/Operators are responsible for adequate fendering to protect adjacent Vessels, and securing their Vessels with suitably sized mooring equipment.

5.2.2 Mooring lines shall not cross any walkways.

5.3 Utilization of Moorage

5.3.1 Due to the demand for moorage, it is necessary that the Port limit the use of moorage for specific purposes to ensure fairness to all Moorage Customers. Therefore, the Port reserves the right to allocate the use of any moorage space as it deems necessary.

5.3.2 Moorage Customers with health problems, physical limitations, or conditions which may warrant moorage near the entrance ramps should contact the Port with any special moorage requests.

2008

PORT OF BROOKINGS HARBOR

P. O. Box 848

Brookings, Oregon 97415

Phone (541) 469-2218

Fax (541) 469-0672

APPLICATION FOR MOORAGE

Name_____

Mailing Address_____

Phone_____

Length Overall_____ (Include bowsprit, pulpit, out-drive, step, etc.)

Draft_____ Beam_____

Boat Type (Cruiser, Sail, Houseboat)_____

Basin or Slip Preferred_____

I acknowledge that my placement on the Waiting List is based on the date of receipt by the Port and, it is my sole responsibility to keep the Port informed of any change of information I have provided. Failure to inform information change may result in a written or verbal offer of moorage being undeliverable. A \$25.00 administrative processing fee must be submitted with this application.

Signature

Date

MONTEREY WAITING LIST – Application & Procedures

Return to:

Office of the Harbormaster, 250 Figueroa St., Monterey, CA 93940

831-646-3950 or Fax 831-646-5674

An initial fee of \$20.00 (includes a one-time registration fee and the yearly fee) is required for inclusion on the waiting list. You will be billed each year on the anniversary of your sign-up. The yearly fee is \$10.00. Failure to pay the yearly fee within sixty (60) days of its due date will result in removal of your name from the waiting list. You are responsible to keep the Monterey Harbor office informed, in writing, of your current address.

The waiting list is organized chronologically. It is further divided chronologically into separate lists representing different berth sizes. You have the right to move from list to list, based on chronological order; except under the circumstance that the Harbormaster has already offered the next available berth on the new list to the #1 person, in which case your name will be inserted no higher than #2.

Waiting list applications may not be transferred to other individuals, businesses, or legal entities, nor can other names be added to the application. Spouses are automatically considered co-applicants.

Membership in the Monterey waiting list system allows you to use your date to apply for any facility operated through the waiting list system, including east moorings, and any future berthing or moorage that may be developed by the City.

You may only pass once on a berth offering. If you decline a second berth offering you will be transferred to a "standby" list, which preserves your original application date while setting aside your active status until such time as you direct the Harbor staff to again place your name on the regular waiting list for a specific berth size.

When a berth is offered, the City will first try to make telephone contact. If no contact is made we will send notification by both certified and first-class mail, and you will have twenty calendar days from the postmarked date to accept or reject the berth. If no response is received, you will be passed for the berth.

Your waiting list application will only provide one berth. However, after you have a berth you may continue to be on the waiting list if you are requesting a different sized berth. Effective July 1, 1997, recreational boaters may not acquire more than one berth; therefore, in accepting a different sized berth, the original berth must be released to the City.

Please indicate below the berth size and/or mooring size that you are interested in. Berths start at 20 feet in length and increase in 5-foot increments up to 50 feet. For a mooring please indicate the boat length that will occupy the mooring.

I have read and understand the above procedures.

Name (print)

City of Monterey, witness

Address

Action taken

Date

City

State

Zip

Action taken

Date

Email address

Action taken

Date

Phone - home/work

Berth size/Mooring size

(circle choice above – you may circle both)

Action taken

Date

Signature

Date

111

Port of Port Townsend
P.O. Box 1180
Port Townsend, WA 98368
360-385-2355 or 800-228-2803

MOORAGE WAITING LIST APPLICATION FORM

Applicant's Name: _____ Phone # _____
Home: _____ Work: _____

Address: _____

City _____ State _____ Zip Code _____

OVERALL Vessel Length (OAL): _____ Width: _____ Draft: _____

Wait List Size Requested: _____ Will accept larger berth ? Y / N

Commercial () Pleasure () Business ()

**REQUESTS FOR BUSINESS/COMMERCIAL LISTS WILL NEED A COPY OF CURRENT
BUSINESS/COMMERCIAL LICENSE ATTACHED WITH APPLICATION**

Make & Model of Vessel: _____ Name of Vessel: _____

Alternate Contact OR I DO NOT WISH TO GIVE AN ALTERNATE _____ (INITIALS)

Name: _____ Phone # _____
Home: _____ Work: _____

Address: _____
City _____ State _____ Zip Code _____

WAITING LIST PROCEDURES

1. A non-refundable fee in the amount of \$50.00 will be required in order to be placed on the waiting list. All applicants will be charged an annual renewal fee in the amount of \$25.00. To be paid by the end of the anniversary month. (OR BE REMOVED FROM LIST)

Please note: All rates are subject to change upon commission decision. **PASS FEE: \$25.00**

2. Applicant is responsible for keeping the Port advised of current addresses and telephone numbers and informing the Port of any changes in any information on the waiting list application. It is also the applicant's responsibility to provide an alternate contact for use by the moorage office in the event that moorage becomes available and the applicant cannot be reached at the above address.
3. When your name is at the top of the list, you are given (10) ten days in which to respond, if there is no response we will go to the next person on that list, and you will be dropped to the bottom of the list.

PLEASE SEE ATTACHED WAIT LIST POLICIES – FOR FURTHER INFORMATION

Applicant does acknowledge having read and understands and agrees to comply with the above noted procedures.

Applicant Signature _____

Date Received by
Moorage Office

Receipt # _____

1st Renewal
Date

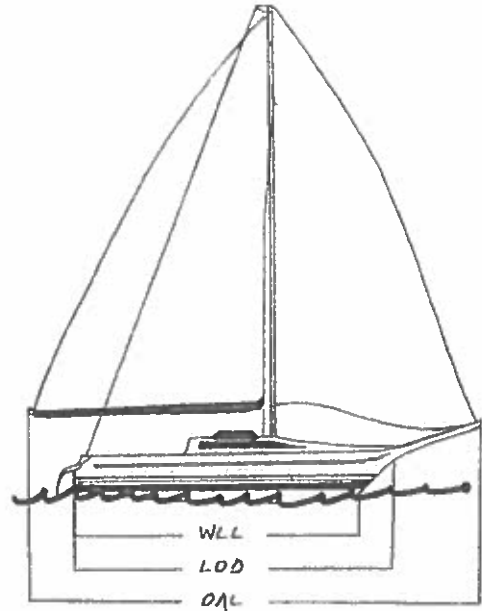
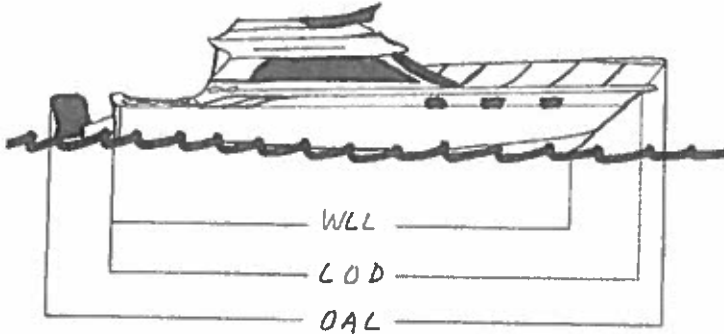
Initials _____

OUR WAIT LISTS ARE BASED ON OAL*

***OAL:** Total Linear measurement in feet and inches from the pointy and rearward to the furthestmost protruding object **OVERALL LENGTH**

LOD: Boat Builders **LENGTH ON DECK**

WLL: Fish eye view **WATERLINE LENGTH**



DIMENSIONAL CONSIDERATIONS

1. Berthage is assigned by Moorage Management with regard to vessel's overall length (OAL) and beam. The OAL of a vessel shall be the measurement from the extreme point of the bow to the extreme point of the stern, including all gear and appurtenances (See **Rules & Regulations**).
2. No vessel shall exceed the maximum length or allowable width of any assigned berth, except as may be permitted at the discretion of the Harbor Master, consistent with necessary vessel maneuvering and safety considerations. (See **Rules and Regulations**)
3. Vessel size requirements for Pleasure and Commercial Slips:

Slip Designation	Max OAL	*Max Beam	Slip Designation	Max OAL	*Max Beam
25'	25'	10'	40' (B Docks)	40'	14
27'	27'	10'	40' (C/D Docks)	42'	12
30' (A/B Docks)	30'	12'	45' (A/B Docks)	45'	14
30' (C/D Docks)	32'	10'	45' (C/D Docks)	47'	12
35'	35'	10'	50'	52'	16
			over 52'	--	--

(**Maximum Beam may not apply to Linear Docks for over-wide, over 55' and Business Spaces)

Moorage slips on A/B Docks allow no over hang period while other moorage slips are limited to 2' over slip designation. Tenant will pay the slip size designation or vessel length, whichever is greater. Because of the length of the waiting list, please be sure to measure your vessel carefully tip to tip.

SIGNATURE: _____ DATE: _____

Proposed 1/12/05

38. WAITING LIST POLICIES

Moorage at the Port of Port Townsend Boat Haven is available on a first come, first served basis. As the demand for moorage is greater than the availability, it is normally necessary to go on a waiting list to receive a permanent berth.

Waiting List Policy

Moorage at the Port of Port Townsend Boat Haven shall be open to all on equal terms.

Waiting List & Moorage Assignment Procedures

- 38.1 It is the Port of Port Townsend's policy to process the waiting list by date of application, the earliest date receiving first consideration. Moorage is assigned in that order with consideration given to overall length, beam and operating characteristics of the vessel.

A "Request to Move" list shall be maintained to accommodate those existing tenants that are seeking re-assignment (i.e. Upgrade or downgrade size) of moorage space. The "Request to Move" list shall have priority in berth assignments, based on seniority date and request to move date. To receive a slip transfer from the "Request to Move" list tenants existing account(s) with the Port must be paid up to current status.

- 38.2 The waiting list applicants must fill out the waiting list form and indicate the OAL of vessel (if they have one) including bowsprits, dinghies and other appurtenances. Applicants designate preferred slip size(s) whether or not they have a boat.

- 38.3 A non-refundable wait list/administrative fee will be required in order to be placed on any waiting list (the only exception is undesirable moorage), and must be renewed on an annual basis.

The "Request to Move" list fee is a one-time fee per listing. This fee is for the same amount as the original wait list application fee.

- 38.4 Each applicant will be charged an annual non-refundable waiting list renewal fee, in the anniversary month of his or her original application. If this fee is not paid by the last day of their anniversary month, the application will be considered invalid. The applicant will be removed from the waiting list with no further rights to moorage under that application. Applicants can update information annually when paying renewal fee. This is the only opportunity to change slip size preferences without being moved to the bottom of the list.

- 38.5 Applicants are responsible for keeping the Port advised of current address, telephone numbers, emergency contacts, and informing the Port in writing of any changes in any information on the application.
- 38.6 Assignments of moorage shall be from the waiting list and "Request to Move" lists, by taking the top name from the Wait List and alternating thereafter with the top name on the "Request to Move" list.
- If a person on either of the lists declines the offered space, the space is offered to the next person on the same list until accepted by someone on that list. If the list is exhausted without an acceptance, the Port staff may offer space to the top name on the other list.
- 38.7 When a waiting list applicant is notified of an available slip, they have 10 days to respond. If they do not respond, the next person on the list will be notified and offered the available slip. The first person contacted will either be moved to the bottom of the list or be dropped off the list depending on whether this is first drop.
- 38.8 If a person is not ready for a slip at the time it becomes available, the person will drop to the bottom of the list, and a new wait list date established.
- 38.9 A person on the waiting list may drop to the bottom once. If a slip is refused a second time, the applicant will be notified in writing that they have been removed from the waiting list and their application fee has been forfeited.
- Applicants who could utilize a larger slip would be offered, but not required to take it. Applicants who turn down a larger slip would remain on the list based on original date. Applicants are moved to the bottom of the list, or removed, when they decline a slip that meets their size requirements (i.e. the smallest slip that accommodates the boat). Slip holders who initially opt for a larger than required slip would be offered the next available smaller slip ahead of the first person on the waiting list.
- 38.10 If more than one moorage of the same length and type is available at the same time, the appropriate number of applicants will be sent letters of availability and assigned on a first come, first served basis.
- 38.11 If the Commercial basin has no waiting list, slips will be assigned off the pleasure list. The pleasure list applicant can then go on the slip switch list if he wishes to move to the pleasure section as long as his original waiting list date precedes anyone on the current pleasure waiting list.
- 38.12 Applicants for moorage in the Commercial Basin must provide proof of Commercial Status, i.e. Commercial Fishing License or Charter License.
- 38.13 New slip assignments for permanent moorage and monthly guests that occur other than on the first of the month will be charged on a pro-rated basis in 1-week increments as follows:

1 - 7 days = 1 week
8 - 14 days = 2 weeks
15 - 21 days = 3 weeks

At the time of pro-rating customer is required to pay the pro-rated month and the following months charges in advance.

MONTHLY MOORAGE APPLICATION

Select location:	<input type="checkbox"/> Shilshole Bay Marina	<input type="checkbox"/> Harbor Island Marina	<input type="checkbox"/> Bell Harbor Marina
Select Moorage Type:	<input type="checkbox"/> Wet Moorage	<input type="checkbox"/> Dry Moorage (SBM)	<input type="checkbox"/> Live-aboard (SBM) <input type="checkbox"/> Kayak Storage
Select Term:	<input type="checkbox"/> Monthly Moorage: Starting _____ <input type="checkbox"/> Temporary Moorage: From _____ to _____		

How did you find us? (Check One)	<input type="checkbox"/> Boat Show	<input type="checkbox"/> Friend Referral	<input type="checkbox"/> Referral from another Marina
	<input type="checkbox"/> Broker Referral	<input type="checkbox"/> Internet	<input type="checkbox"/> Other: _____
	<input type="checkbox"/> Former Customer	<input type="checkbox"/> Newspaper or Magazine: _____	

Customer Name:		City:	
Address:		State:	Zip:
Home Phone:	Mobile Phone:	Work Phone:	
E-mail (REQUIRED):			
Vessel Name:		WN or Document Number:	
ELOV*:	Beam**:	Make & Model:	Sail/Power:
Emergency Contact:		Emergency Phone:	

* ELOV = Extreme Length of Vessel includes bow sprint, swim step, davits, dinghy, rudder posts, or anything else that adds to the overall length.

** Beam is measured at widest point of vessel.

- 1) The non-refundable waitlist fee is \$50 for Shilshole Bay Marina and \$25.00 for Harbor Island Marina. This fee only applies if moorage is not immediately available and your name is placed on a waitlist. This administrative fee is not a deposit and will not be applied towards any of your moorage fees.
- 2) Applicant agrees to keep the marina office advised of any changes in address and contact information. When moorage becomes available we will notify you by email and follow up by telephone if there is no response to the emailed offer. If we are unable to reach you, or you fail to accept our offer of moorage in a timely manner, your application fee is forfeit and your name will be removed from the wait list without further notice.
- 3) Prior to move-in the Port of Seattle requires a signed moorage agreement, proof of ownership, proof of insurance, and the first month's moorage fee. Upon completion of the moorage agreement and receipt of these items you will be issued key-fobs, a parking permit, and other pertinent information.
- 4) Only the applicant signing this application will have rights to moorage at a Port of Seattle marina. The slip for which you have applied will be for the benefit of the below named/signed applicant, his/her spouse/valid domestic partner, and/or minor children.
- 5) This application only applies to the vessel size and characteristics stated above. If you decide to moor a larger or smaller vessel and want a different size slip, you may submit a Change Request for a fee of \$40.00. Please note the waiting times vary for each slip size.
- 6) Your vessel must fit the assigned slip in order to retain moorage. It is important that the vessel size listed above remains accurate.
- 7) Permitted watercraft includes vessels being used as a means of transportation, recreational boating, yachting, or commercial fishing which are designed for and capable of navigation on open waters. Houseboats are not allowed.
- 8) See appropriate Customer Handbook for complete list of policies. A copy of the current tariff and Marina Regulations, Policies and Procedures are all available at the marina office or online at www.portseattle.org.

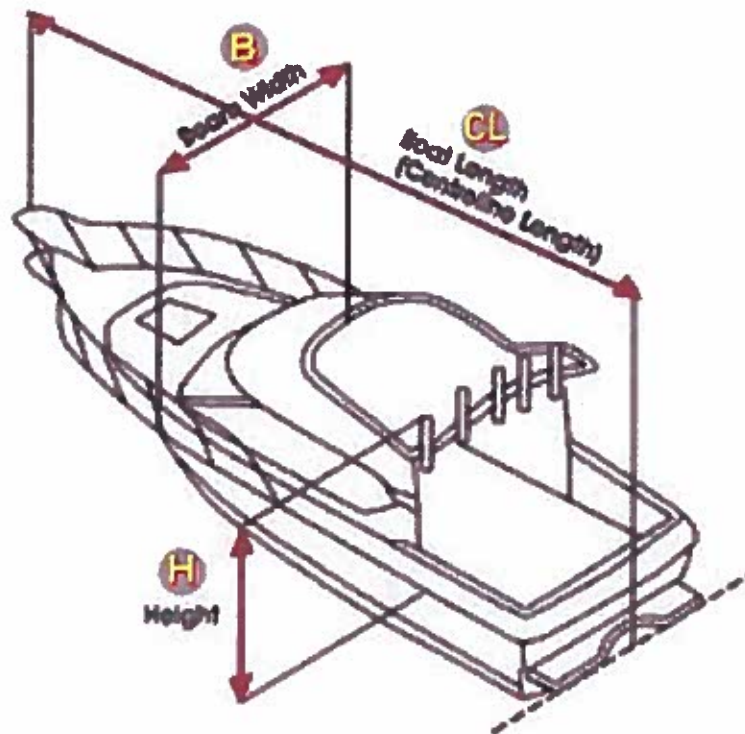
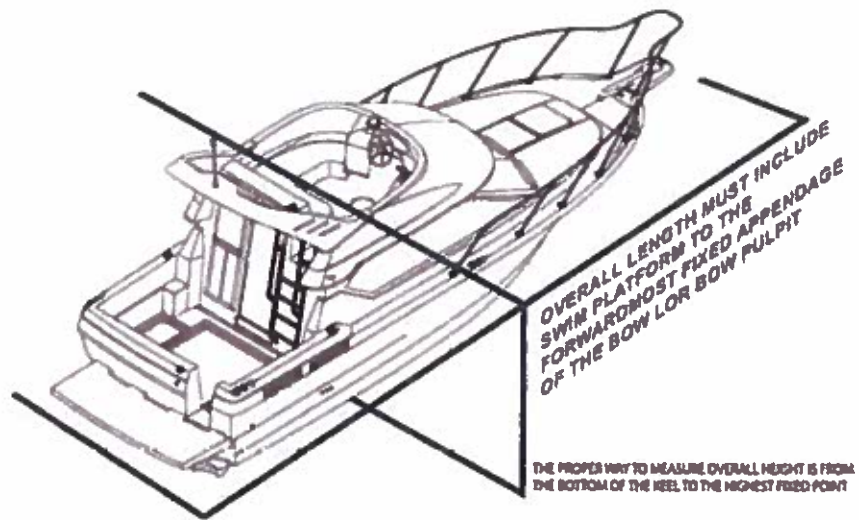
By signing this application, I agree to the above conditions.

Signature of Applicant:

Date:

For office use only:			
Method of Payment: <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard			
Credit card number:		Exp. Date:	
Processed by:	Date:	Customer #:	Payment ID:
			Revised 6/11

Return applications to
 Shilshole Bay Marina • 7001 Seaview Avenue NW, Suite 100 • Seattle, WA 98117
 Phone: 206.787.3006 • Fax: 206.787.3391 • Email: sbm@portseattle.org



☐ Click here to acknowledge you used these measuring techniques to correctly measure your boat.



New Moorage Application Addendum

With your moorage application, please include:

- Side-view photos of the vessel to be moored at Shilshole Bay Marina from both the bow and stern
- Current state registration/USCG Documentation
- Current proof of minimum \$300,000 liability insurance

Please initial each item and submit with the necessary items:

_____ I understand that the vessel to be moored at Shilshole Bay Marina must be navigable in open water under its own power as per Moorage Tariff item 1300-A-17: "Boats moored in a Port harbor must, at all times, be completely seaworthy and ready for immediate cruising in local waters."

_____ I understand Shilshole Bay Marina does not allow for any overhang from slips and that the extreme length of the vessel (ELOV) to be moored at Shilshole Bay Marina must fit entirely within its slip. I also understand that if my vessel is too large for the slip I am offered I may be forced to forfeit my offer of moorage or my spot on the waitlist.

_____ I have measured the ELOV for the vessel to be moored at Shilshole Bay Marina and have recorded it accurately on my Moorage Application OR I acknowledge I will measure the ELOV for the vessel to be moored at Shilshole Bay Marina and will report it accurately to the marina before I may moor a vessel at Shilshole Bay Marina if I have not yet purchased a vessel.

_____ I have submitted side-view photos of the vessel to be moored at Shilshole Bay Marina taken from both the bow and stern with my moorage application OR I acknowledge these photos must be provided before I may moor a vessel at Shilshole Bay Marina if I have not yet purchased a vessel.

_____ I have submitted current Washington State registration or U.S. Coast Guard documentation for the vessel to be moored at Shilshole Bay Marina OR I acknowledge these documents must be provided before I may moor a vessel at Shilshole Bay Marina if I have not yet purchased a vessel.

_____ I have submitted current proof of the minimum \$300,000 liability insurance for the vessel to be moored at Shilshole Bay Marina OR I acknowledge these insurance documents must be provided before I may moor a vessel at Shilshole Bay Marina if I have not yet purchased a vessel.

Signature: _____

Date: _____

To submit application: save the form as a PDF and attach the PDF to an email to sbm@portseattle.org. 118

Port of Brookings Harbor

Moorage Waitlist

#	Date Est.	Name	OAL	Draft	Beam	Com./Rec.	Boat Type	Phone Number	Preferences
1	Jan-15		32		11.6	Rec.	Uniflite	541-821-1876	
2	1/1/2016	JJ. Davis	27			Rec.		541-664-1747	
3	1/1/2016	Mike Baumberger	30			Rec.		951-334-4727	
4	Feb-16	Matt Fraser	58			Com.		541-251-2408	
5	May-16	James Smith	24			Rec.		541-412-3616	
6	May-16	Mr. Ward	27			Rec.		541-659-6462	
7	Jul-16	Chuck Drew ANY BASIN	27		3.5	Rec.		541-430-4937	seasport navigator
8	Sep-16	Mike Nash	25			Rec			
9	Sep-16	Richard Wood	27		8	Rec.	Trophy	541-469-3645	
10	1/1/2017	Cory Sampson	48			Com.		808-421-8834	
11	1/1/2017	James Wilson	36	6	12.5	Rec.		503-369-8586	
12	3/13/2017	Brett Dresen	50		17	Rec.			
13	3/13/2017	Doug Lewis	35		10	Rec.		541-254-0401	
14	4/1/2017	Mcgregor Danielle, Walker	60	7	10	Rec.	Sail.	971-227-4721	
15	Apr-17	Daniel Maitland	47			Rec.		831-238-3498	Electricity, 15 wide
16	4/18/2017	Larry Brocker	34		10	Rec.	Bounty	503-791-1848	
17	8/1/2017	Andres Brener	27			Rec.		714-240-1561	
18	16-Aug	Donald Janoff	26			Rec.		217-714-8239	
19	Sep-17	Brian Sipe	34		10.8	Rec.	Trophy	503-867-7148	
20	Oct-17	Andy Martin	30			Com.	Alum.		

DRAFT

PORT
of
BROOKINGS
HARBOR



info@portofbrookingsharbor.com

www.portofbrookingsharbor.com

P: (541)469-2218

F: (541)469-0672

16330 Lower Harbor Rd

P.O. Box 848

Brookings, OR 97415

Moorage Waiting List Application Form

Moorage at the Port of Brookings Harbor is available on a first-come, first-served basis. As the demand for moorage is great than availability, it is normally necessary to go on a waiting list to receive a permanent slip. Moorage at the Port of Brookings Harbor shall be open to all on equal terms.

Applicant's Name: _____ Phone # _____

Mailing Address: _____

Alternate Contact Name: _____ Phone # _____

Mailing Address: _____

Overall Vessel Length (OAL): _____ Width: _____ Draft: _____

Wait list slip size requested: _____ Will accept larger slip? Y / N Electric? Y / N / EITHER

Commercial / Recreational (*Circle one*) M/V S/V F/V (*Circle one*)

Make & Model of Vessel: _____ Vessel Name: _____

Waiting List Procedures

1. A non-refundable fee in the amount of \$25.00 will be required in order to be placed on the waiting list for two years. All applicants will be charged a renewal fee in the amount of \$25.00 to be paid by the end of the anniversary month of the second year. (OR BE REMOVED FROM THE LIST). **Please note: All rates are subject to change upon commission decision.*
2. Applicant is responsible for keeping the Port advised of current addresses and telephone numbers and informing the Port of any changes in any information on the waiting list application. It is also the applicant's responsibility to provide an alternate

- contact for use by the Port Office in the event that moorage becomes available and the applicant cannot be reached at the above address.
3. When your name reaches the top of the list, and if you are offered a slip by the Port, you are given (10) ten days in which to respond, if there is no response the Port will go to the next person on the list, and you will be dropped to the bottom of the list and a new wait list date is established. An applicant may only drop to the bottom once. If a slip is refused a second time, the applicant will be removed from the waiting list and their application fee is forfeited.
 4. Dimensional consideration: Slips are assigned with regard to vessel's overall length and beam. The OAL of the vessel shall be measured from the furthest forward point of the bow to the furthest point aft of the stern, including all gear and appurtenances. No vessel shall exceed the maximum length or allowable width of any slip.
 5. It is the Port of Brookings Harbor's policy to process the waiting list by date of application, the earliest date receiving first consideration. Slips are assigned in that order with consideration given to dimensions and operating characteristics of the vessel.
 6. A "Slip Transfer" list shall be maintained to accommodate those existing tenants that are seeking reassignment of slip space.
 - a. The "Slip Transfer" list shall have priority in slip assignments, based on seniority date and request to move date. To receive a slip transfer from the "Slip Transfer" list, tenant's existing account (s) with the Port must be paid up to current status.
 - b. The "Slip Transfer" list fee is a one-time fee per listing. This fee is the same as the wait list application fee.
 7. The waiting list applicants must fill out the waiting list form and indicate the OAL of vessel including bowsprits, dinghies and other appurtenances. Applicants designate preferred slip size whether they have a boat or not.
 8. Each applicant will be charged every two years a non-refundable waiting list renewal fee, in the second anniversary month of their original application. If this fee is not paid by the last day of their second anniversary month, the application will be considered invalid. The applicant will be removed from the waiting list with no further rights to moorage under that application. Applicants can update information annually when paying renewal fee. This is the only opportunity to change slip size preferences without being moved to the bottom of the list.
 9. Applicants are responsible for keeping the Port advised of current address, telephone numbers, emergency contacts, and informing the Port in writing of any changes in any information on the application.
 10. Assignments of slips shall be from the waiting list and "Slip Transfer" lists, by taking the top name from the waiting list and alternating thereafter with the top name on the "Slip Transfer" list. If a person either of the lists declines the offered space, the space is offered to the next person on the same list until accepted by someone on that list. If the

list is exhausted without an acceptance, the Port staff may offer space to the top name on the other list.

11. Priority shall be given as outlined in Section 10 of this form. Walk-ins shall only be offered a slip when there are no eligible persons on neither the waiting list nor the slip transfer list.
12. Upon being offered a slip, all applicants must successfully pass a background check and pay a non-refundable background check application fee of \$19.95. Failure to pass background check will result in dismissal of application and refusal of moorage.

I have read, understand, and agree to comply with the terms above.

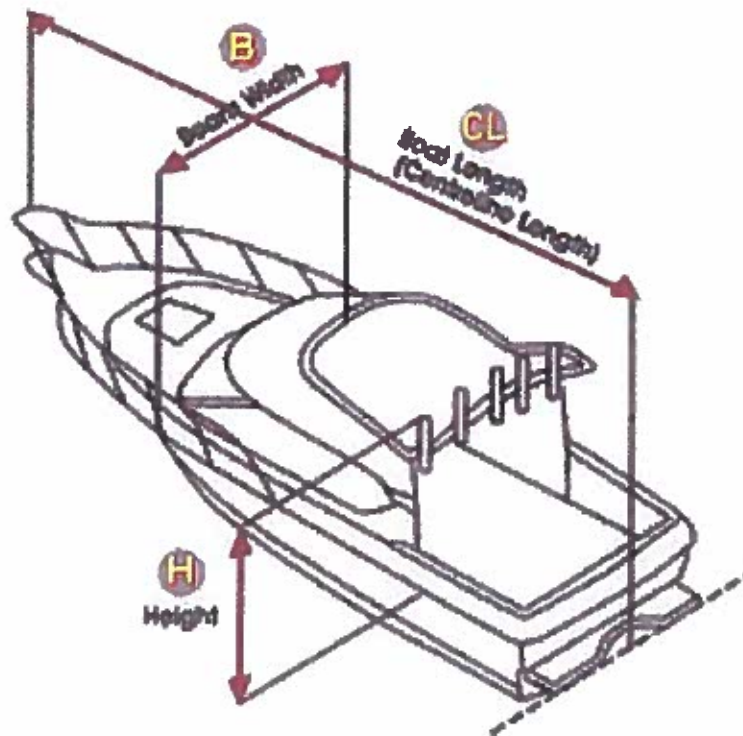
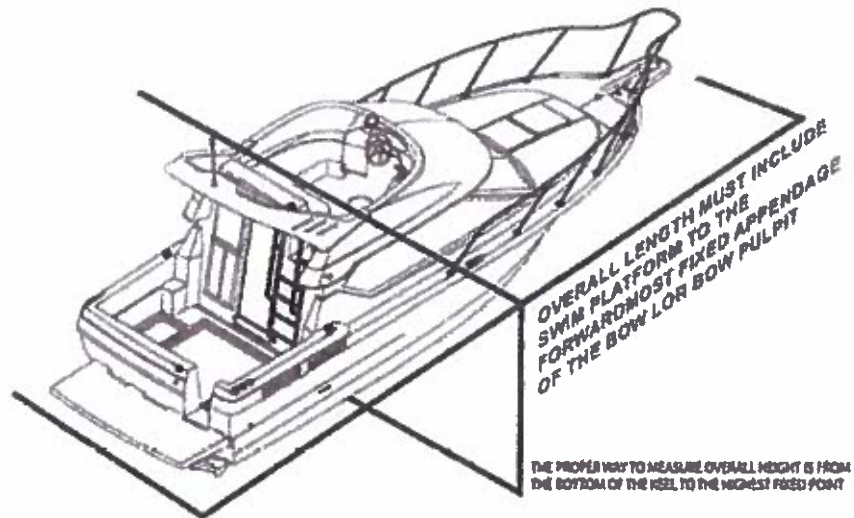
I understand that the \$25 fee to remain on the waiting list is non-refundable, and when a slip is offered the fee will not be applied to slip lease rate. I also agree to notify the Port if I no longer wish to remain on the waiting list, and I understand that the \$25 fee will not be refunded to me.

I also understand that if a slip is offered, I have the option of passing one time. If I choose to pass on a slip that becomes available, I understand that my name will drop to the bottom of the list, and a new date will be established. If I decline a second time, my name will be removed from the list entirely and a new Waiting List Application Form will be required, along with appropriate fees, for the name to be added to the list again.

Applicant Signature

Date

DRAFT



☐ acknowledge you used these measuring techniques to correctly measure your boat.

DRAFT

PORT
of
BROOKINGS
HARBOR



info@portofbrookingsharbor.com

www.portofbrookingsharbor.com

P: (541)469-2218

F: (541)469-0672

16330 Lower Harbor Rd

P.O. Box 848

Brookings, OR 97415

Slip Transfer List Application Form

Existing moorage holders may wish to apply for a slip transfer, in order to relocate their vessel within the harbor.

Applicant's Name: _____ Phone # _____

Mailing Address: _____

Overall Vessel Length (OAL): _____ Width: _____ Draft: _____

Wait list slip size requested: _____ Will accept larger slip? Y / N Electric? Y / N / EITHER

Specific slip requested: _____

Commercial / Recreational (Circle one) M/V S/V F/V (Circle one)

Make & Model of Vessel: _____ Vessel Name: _____

Slip Transfer List Procedures

1. A non-refundable fee in the amount of \$25.00 will be required in order to be placed on the slip transfer list for two years. All applicants will be charged a renewal fee in the amount of \$25.00 to be paid by the end of the anniversary month of the second year. (OR BE REMOVED FROM THE LIST). **Please note: All rates are subject to change upon commission decision.*
2. Applicant is responsible for keeping the Port advised of current addresses and telephone numbers and informing the Port of any changes in any information on the waiting list application. It is also the applicant's responsibility to provide an alternate contact for use by the Port Office in the event that an appropriate slip becomes available and the applicant cannot be reached at the above address.
3. When your name reaches the top of the list, and if you are offered a slip by the Port, you are given (10) ten days in which to respond, if there is no response the Port will go to

the next person on the list, and you will be dropped to the bottom of the list and a new wait list date is established. An applicant may only drop to the bottom once. If a slip is refused a second time, the applicant will be removed from the waiting list and their application fee is forfeited.

4. Dimensional consideration: Slips are assigned with regard to vessel's overall length and beam. The OAL of the vessel shall be measured from the furthest forward point of the bow to the furthest point aft of the stern, including all gear and appurtenances. No vessel shall exceed the maximum length or allowable width of any slip.
5. It is the Port of Brookings Harbor's policy to process the slip transfer list by date of application, the earliest date receiving first consideration. Slips are assigned in that order with consideration given to dimensions and operating characteristics of the vessel.
6. A "Slip Transfer" list shall be maintained to accommodate those existing tenants that are seeking reassignment of slip space.
 - a. The "Slip Transfer" list shall have priority in slip assignments, based on seniority date and request to move date. To receive a slip transfer from the "Slip Transfer" list, tenant's existing account (s) with the Port must be paid up to current status.
 - b. The "Slip Transfer" list fee is a one-time fee per listing. This fee is the same as the wait list application fee.
7. The slip transfer list applicants must fill out the waiting list form and indicate the OAL of vessel including bowsprits, dinghies and other appurtenances. Applicants designate preferred slip size whether they have a boat or not.
8. Each applicant will be charged every two years a non-refundable slip transfer list renewal fee, in the second anniversary month of their original application. If this fee is not paid by the last day of their second anniversary month, the application will be considered invalid. The applicant will be removed from the waiting list with no further rights to moorage under that application. Applicants can update information annually when paying renewal fee. This is the only opportunity to change slip size preferences without being moved to the bottom of the list.
9. Applicants are responsible for keeping the Port advised of current address, telephone numbers, emergency contacts, and informing the Port in writing of any changes in any information on the application.
10. Assignments of slips shall be from the waiting list and "Slip Transfer" lists, by taking the top name from the waiting list and alternating thereafter with the top name on the "Slip Transfer" list. If a person either of the lists declines the offered space, the space is offered to the next person on the same list until accepted by someone on that list. If the list is exhausted without an acceptance, the Port staff may offer space to the top name on the other list.
11. Priority shall be given as outlined in Section 10 of this form. Walk-ins shall only be offered a slip when there are no eligible persons on neither the waiting list nor the slip transfer list.

12. If an appropriate does come available, there may be fees charged due to the dimensional differences. Any such fees must be paid in full, prior to the slip transfer, and within 10 days of being offered the slip.

I have read, understand, and agree to comply with the terms above.

I understand that the \$25 fee to remain on the slip transfer list is non-refundable, and when a slip is offered the fee will not be applied to slip lease rate. I also agree to notify the Port if I no longer wish to remain on the waiting list, and I understand that the \$25 fee will not be refunded to me.

I also understand that if a slip is offered, I have the option of passing one time. If I choose to pass on a slip that becomes available, I understand that my name will drop to the bottom of the list, and a new date will be established. If I decline a second time, my name will be removed from the list entirely and a new Waiting List Application Form will be required, along with appropriate fees, for the name to be added to the list again.

Applicant Signature

Date



New Customer Background Check

DRAFT

Notice: All adult applicants (18 years or older) must complete a separate application.

APPLICANT FOR: (Circle) MOORAGE GEAR STORAGE SECURED STORAGE MONTH 6-MONTH ANNUAL				
APPLICANT INFORMATION				
LAST NAME	FIRST NAME	M.I.	SSN	DRIVER'S LICENSE #
BIRTH DATE	HOME PHONE ()	WORK PHONE	EMAIL	
CURRENT ADDRESS				
STREET ADDRESS		CITY	STATE	ZIP
DATE IN	DATE OUT	LANDLORD NAME	LANDLORD PHONE ()	
PREVIOUS MOORAGE				
LIST NAMES OF ALL MARINAS IN WHICH YOU HAVE HELD MOORAGE, SLIP RENTAL OR STORAGE				YEAR
EMPLOYMENT & INCOME INFORMATION				
1. OCCUPATION		EMPLOYER/COMPANY		MONTHLY SALARY \$
SUPERVISOR NAME		SUPERVISOR PHONE ()	START DATE	END DATE
2. OCCUPATION		EMPLOYER/COMPANY		MONTHLY SALARY \$
SUPERVISOR NAME		SUPERVISOR PHONE ()	START DATE	END DATE
1. OTHER INCOME DESCRIPTION				MONTHLY INCOME \$
2. OTHER INCOME DESCRIPTION				MONTHLY INCOME \$
EMERGENCY CONTACT				
1. NAME	ADDRESS		PHONE	RELATIONSHIP
PERSONAL REFERENCES				
1. NAME	ADDRESS		PHONE	RELATIONSHIP
2. NAME	ADDRESS		PHONE	RELATIONSHIP

DRAFT

BACKGROUND INFORMATION

HAVE YOU EVER:	Filed for bankruptcy?	Willfully or intentionally refused to pay rent when due?
	Been evicted from a tenancy or left owing money? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Been convicted of a crime? <input type="checkbox"/> Yes <input type="checkbox"/> No	

VESSEL INFORMATION

1. MAKE & MODEL	YEAR	REG./DOC#

OTHER INFORMATION

Why do you want services at the Port of Brookings Harbor?

PLEASE INCLUDE ANY OTHER INFORMATION YOU BELIEVE WOULD HELP TO EVALUATE THIS APPLICATION

I/we, the undersigned, authorize Fidelis Screening Solutions, LLC, Landlord and its agents to obtain an investigative consumer credit report including but not limited to credit history, OFAC search, landlord/tenant court record search, criminal record search and registered sex offender search. I authorize the release of information from previous or current landlords, employers, and bank representatives. This investigation is for resident screening purposes only, and is strictly confidential. This report contains information compiled from sources believed to be reliable, but the accuracy of which cannot be guaranteed. I hereby hold Fidelis Screening Solutions, LLC, Landlord and its agents free and harmless of any liability for any damages arising out of any improper use of this information.

Important information about your rights under the Fair Credit reporting Act:

- You have a right to request disclosure of the nature and scope of the investigation.
- You must be told if information in your file has been used against you.
- You have a right to know what is in your file, and this disclosure may be free.
- You have the right to ask for a credit score (there may be a fee for this service).
- You have the right to dispute incomplete or inaccurate information. Consumer reporting agencies must correct inaccurate, incomplete, or unverifiable information.

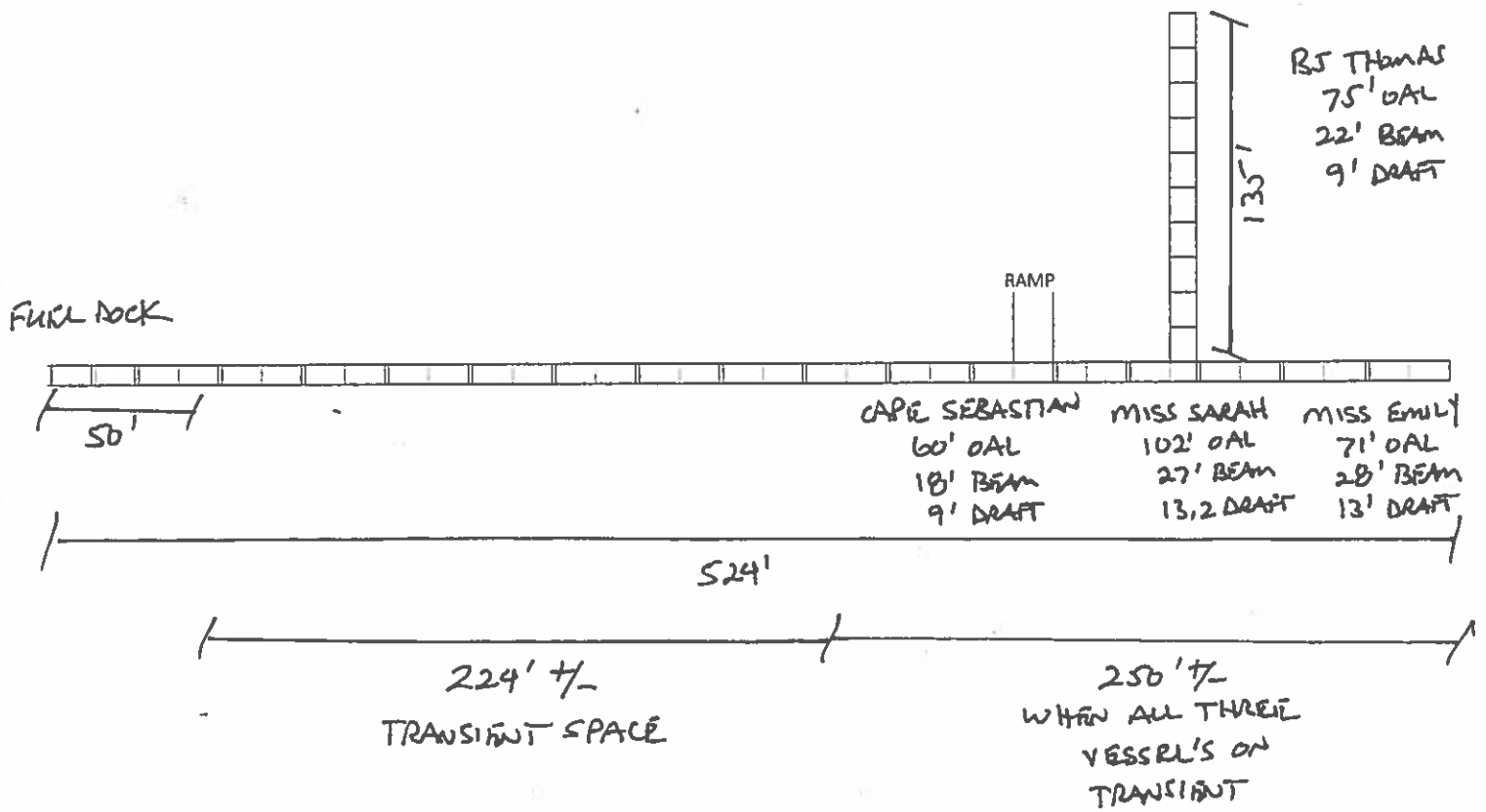
These reports are being processed by Fidelis Screening Solutions, LLC, 4534 Clinton St. Ste. 2, West Seneca, NY 14224. A summary of your rights under the Fair Credit Reporting Act is available by visiting (Para información en español, visite o escriba): <http://www.consumerfinance.gov/learnmore> or writing Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552

Applicant agrees to pay a non-refundable application fee of: \$19.95

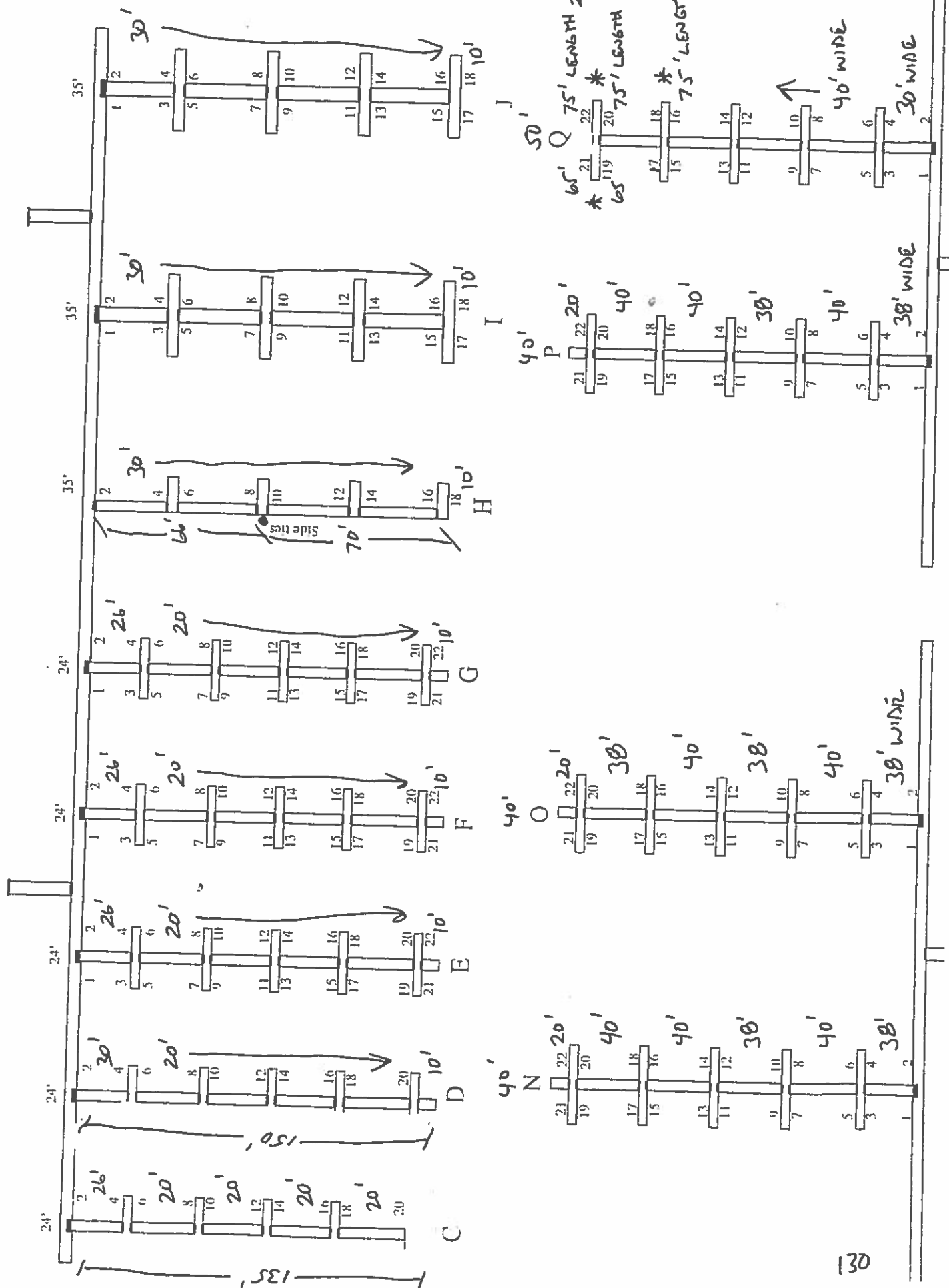
(Signed/Applicant)

Date

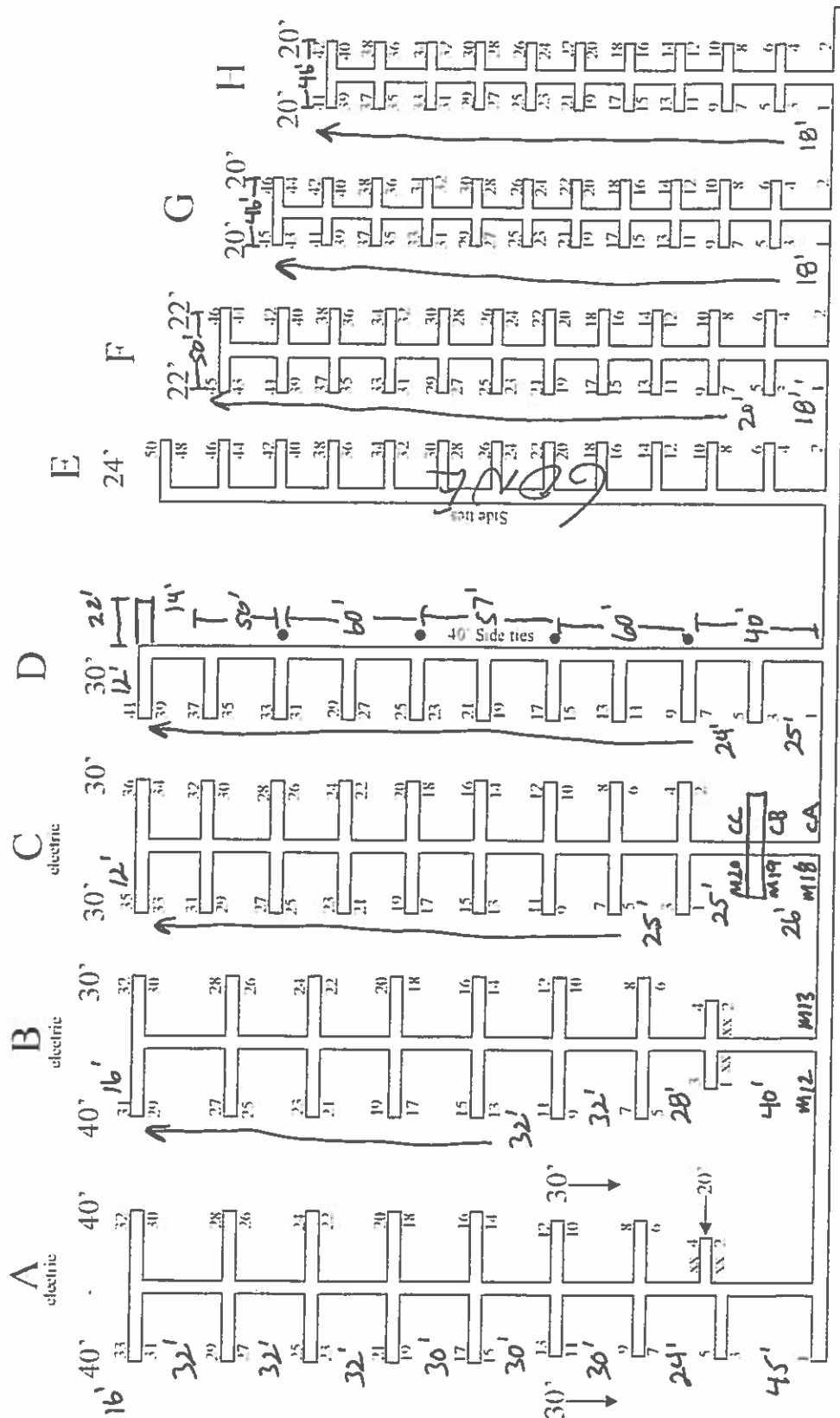
TRANSIENT DOCK



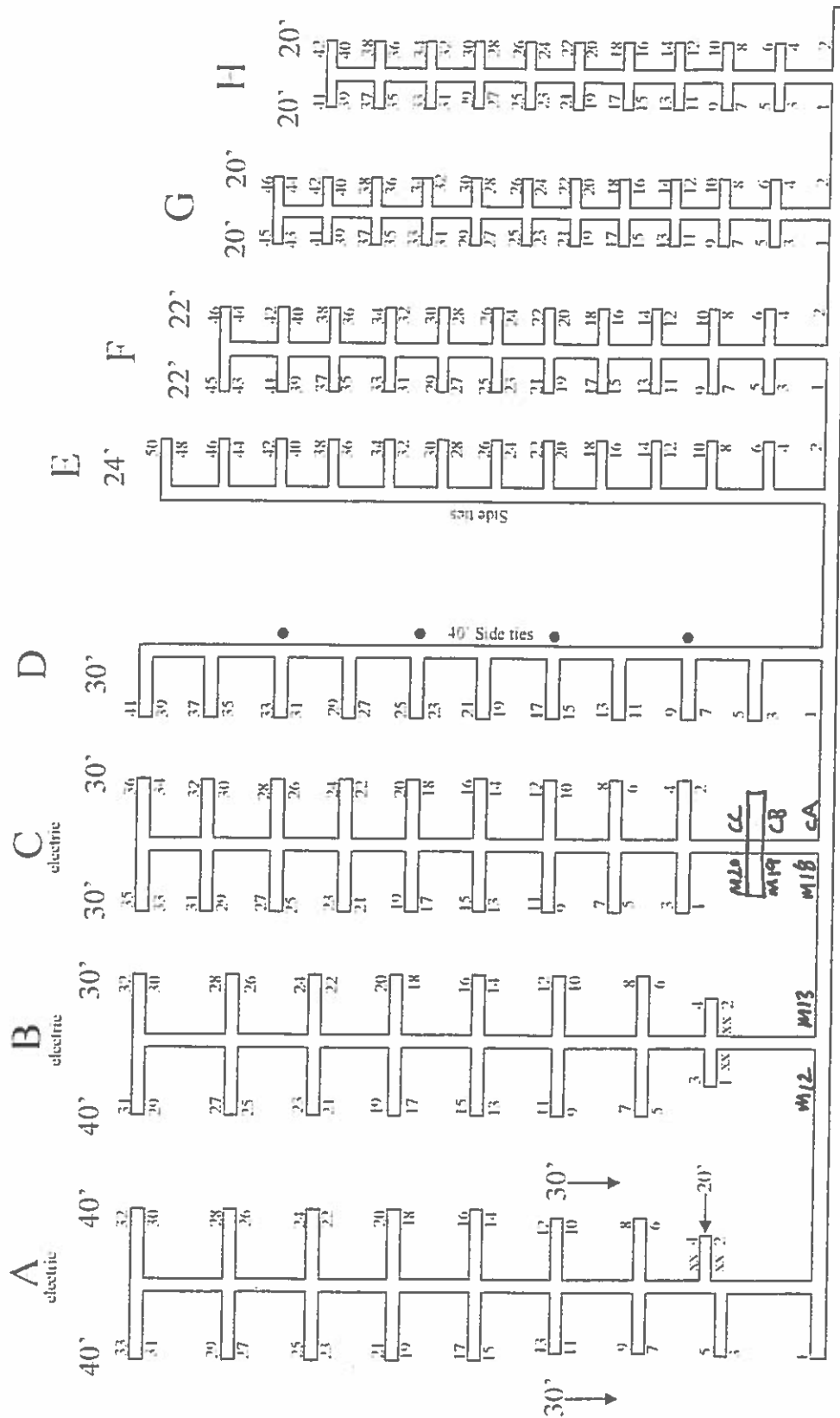
Port of Brookings Harbor Basin II, Commercial



PORT OF BROOKINGS HARBOR BASIN I, SPORT



PORT OF BROOKINGS HARBOR BASIN I, SPORT



The diagram illustrates the deck layout of a ship, showing various gun positions and side tics. The layout is organized into several sections, each labeled with a letter (C, D, E, F, G, H, I, J) and a corresponding number of gun positions. The sections are arranged along a central longitudinal axis, with gun positions marked by numbers 1 through 22. The diagram also includes a scale bar at the top indicating distances of 24' and 35'.

The sections are labeled as follows:

- C**: 24' (Gun positions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22)
- D**: 24' (Gun positions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22)
- E**: 24' (Gun positions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22)
- F**: 24' (Gun positions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22)
- G**: 24' (Gun positions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22)
- H**: 35' (Gun positions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18)
- I**: 35' (Gun positions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18)
- J**: 35' (Gun positions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18)

The diagram also includes a scale bar at the top indicating distances of 24' and 35'. The text "Side tics" is written vertically along the right side of the diagram.



1) Waitlist Priority vs Boats sold in Slips:

Though not guaranteed, the Port has generally offered the same slip to the new buyer, with a new moorage agreement. If the new buyer passes the background check, as it creates less work for Port staff, rather than having to move boats around.

Here is a brief summary of how other Ports deal with this issue:

The Port of Newport, Bill - It depends on the slip. Everything is at the Port's discretion. There is no official waiting list, only a courtesy list.

The Port of Port Townsend, Shannon – If someone buys a boat in a slip, and the tenant cancels their moorage, the buyer of the vessel may stay in the slip, but at transient rates (guest monthly) until their name moves up the waitlist. So, they can have the slip, just at a higher rate.

Port of Astoria, Judy – Slip is generally offered to the new buyer.

Port of Charleston Marina – Slips is generally offered to the new buyer.

Shilshole Marina – The seller may sublease their slip to the buyer for one year, and the buyer may sit on the waitlist and hopefully move up before the year is over, otherwise the buyer must move the vessel to a guest slip or another slip that is subleased.

2) Harbor of Refuge:

Port looking into the actual basis for this idea. We know it was on our website, but we can't find anything regarding an official status as a "safe harbor" or "port of refuge" online. The Coast Guard individual we spoke to was unaware of any such classification. Luanne Richey at SDAO doesn't think this is an official classification, and we're waiting back on the thoughts of Mark Landuer of OPPA / SDAO to see if he knows anything else. We did find a federal regulation definition of "harbor of safe refuge" which is attached for your review. We are still looking into this terminology and/or classification.

Gary

From: Port Office <info@portofbrookingsharbor.com>
Sent: Wednesday, November 15, 2017 10:05 AM
To: Gary Dehlinger
Subject: Harbor of Safe Refuge: What it means
Attachments: Section 9410 v19.pdf

Gary,

I spoke with Master Chief Petty Officer Kirk McKay of the Chetco USCG Station about the term "*harbor of safe refuge*" and he said that to his knowledge, it really depends on the vessel in question and the weather at the time. He explained that the majority of bars on the Oregon coast face west, while our bar faces south, and when factoring in the prevailing weather, our bar is indeed generally the "safest", considering that it is passable more than others, however the term remains relative. He referred me to the Portland station, stating that while he has authority to shut down recreational traffic, they have the ultimate authority to shut down all traffic, and would probably know more about this term and any related obligations.

I ended up reaching Lieutenant Commander Laura Springer of Waterways Management Division, Coast Guard Marine Safety Unit Portland. She was very familiar with this term and explained it thoroughly. Basically, she confirmed what McKay had said, that alone, or in terms of a Port's classification, it really doesn't mean much, because the term is used in relation to a particular vessel, and also in vessel certificating. She explained, for example, that our Port is not deep enough for many ships to consider it a harbor of safe refuge. She explained that the term is used in the NW Area Contingency Plan, which she provided (see attached). She said that we, as the Port Authority, are to manage slip availability as we see fit, and that there is not any restriction or obligation that we must meet in terms of keeping a certain amount of dock space available at all times.

I also reached out to the Oregon Public Ports Association (SDAO) and they were not familiar with the term or any related regulations.

So, it seems we can conclude that it would be inaccurate to refer to our Port as a "*harbor of safe refuge*" because it depends entirely on a particular vessel. It would be accurate to say that due to the orientation of our bar, with the slight protection of Chetco Point, it is more passable than other Oregon bars.

Also, we should steer away from using the term "*safe harbor*". Yesterday, I realized that when potential customers call and ask if we are a safe harbor, many are referring to the company Safe Harbor Marinas LLC, which is the largest owner and operator of marinas in the United States. The company manages slip rentals in a time-share fashion; if you rent a slip at a Safe Harbor marina on the west coast, you could sail to the east coast and know there is a slip waiting for you at another Safe Harbor marina. The Port of Brookings Harbor is not affiliated with Safe Harbor Marinas LLC.

-Skylar

--
Port of Brookings-Harbor
P: (541) 469-2218
F: (541) 469-0672

Code of Federal Regulations

Title 46 - Shipping

Volume: 7

Date: 2010-10-01

Original Date: 2010-10-01

Title: Section 175.400 - Definitions of terms used in this subchapter.

Context: Title 46 - Shipping. CHAPTER I - COAST GUARD, DEPARTMENT OF HOMELAND SECURITY (CONTINUED). SUBCHAPTER T - SMALL PASSENGER VESSELS (UNDER 100 GROSS TONS). PART 175 - GENERAL PROVISIONS.

§ 175.400 Definitions of terms used in this subchapter.

The following terms are used in this subchapter:

Accommodation space means a space (including a space that contains a microwave oven or other low heat appliance with a maximum heating element temperature of less than 121°C (250°F)) used as a:

- (1) Public space;
- (2) Hall;
- (3) Dining room and mess room;
- (4) Lounge or cafe;
- (5) Public sales room;
- (6) Overnight accommodation space;
- (7) Barber shop or beauty parlor;
- (8) Office of conference room;
- (9) Washroom or toilet space;
- (10) Medical treatment room or dispensary; or
- (11) Game or hobby room.

Adequate hull protection system means a method of protecting the vessel's hull from corrosion. It includes, as a minimum, either hull coatings and a cathodic protection (CP) system consisting of sacrificial anodes, or an impressed current CP system.

Alternative Hull Examination (AHE) Program means a program in which an eligible vessel may receive an initial and subsequent credit hull examination through a combination of underwater surveys, internal examinations and annual hull condition assessment.

Anniversary date means the day and the month of each year, which corresponds to the date of expiration of the Certificate of Inspection.

Approval series means the first six digits of a number assigned by the Coast Guard to approved equipment. Where approval is based on a subpart of subchapter Q of this chapter, the approval series corresponds to the number of the subpart. A listing of approved equipment, including all of the approval series, is published periodically by the Coast Guard in Equipment Lists (COMDTINST M16714.3 series), available from the Superintendent of Documents.

Beam or B means the maximum width of a vessel from:

- (1) Outside of planking to outside of planking on wooden vessels; and
- (2) Outside of frame to outside of frame on all other vessels.

Bulbous bow means a design of bow in which the forward underwater frames ahead of the forward perpendicular are swelled out at the forefoot into a bulbous formation.

Bulkhead deck means the uppermost deck to which watertight bulkheads and the watertight shell extend.

Cable means single or multiple insulated conductors with an outer protective jacket.

Cargo space means a:

- (1) Cargo hold;
- (2) Refrigerated cargo space;
- (3) A trunk leading to or from a space listed above; or
- (4) A vehicle space.

Coast Guard District Commander or District Commander means an officer of the Coast Guard designated as such by the Commandant to command Coast Guard activities within a district.

Coastwise means a route that is not more than 20 nautical miles offshore on any of the following waters:

- (1) Any ocean;
- (2) The Gulf of Mexico;
- (3) The Caribbean Sea;
- (4) The Bering Sea;

(5) The Gulf of Alaska; or

(6) Such other similar waters as may be designated by a Coast Guard District Commander.

Cockpit vessel means a vessel with an exposed recess in the weather deck extending not more than one-half of the length of the vessel measured over the weather deck.

Cold water means water where the monthly mean low water temperature is normally 15 degrees Celsius (59 degrees Fahrenheit) or less.

Commandant means the Commandant of the Coast Guard or an authorized Headquarters staff officer designated in § 1.01 of this chapter.

Consideration means an economic benefit, inducement, right, or profit including pecuniary payment accruing to an individual, person, or entity, but not including a voluntary sharing of the actual expenses of the voyage, by monetary contribution or donation of fuel, food, beverage, or other supplies.

Corrosion-resistant material or *corrosion-resistant* means made of one of the following materials in a grade suitable for its intended use in a marine environment:

(1) Silver;

(2) Copper;

(3) Brass;

(4) Bronze;

(5) Aluminum alloys with a copper content of no more than 0.4 percent;

(6) Copper-nickel;

(7) Plastics;

(8) Stainless steel;

(9) Nickel-copper; or

(10) A material, which when tested in accordance with ASTM B 117 (incorporated by reference, see 46 CFR 175.600) for 200 hours, does not show pitting, cracking, or other deterioration.

Crew accommodation space means an accommodation space designated for the use of crew members and that passengers are normally not allowed to occupy.

Custom engineered means, when referring to a fixed gas fire extinguishing system, a system that is designed for a specific space requiring individual calculations for the extinguishing agent volume, flow rate, piping, and similar factors for the space.

Dead cover means a metal cover to close or protect a port light to avoid glass breakage in case of heavy weather.

Distribution panel means an electrical panel that receives energy from the switchboard and distributes the energy to energy consuming devices or other panels.

Draft means the vertical distance from the molded baseline of a vessel amidships to the waterline.

Dripproof means enclosed equipment so constructed or protected that falling drops of liquid or solid particles striking the enclosure at any angle from 0 to 15 degrees downward from the vertical do not interfere with the operation of the equipment. A National Electrical Manufacturers Association type 1 enclosure with a dripshield is considered to be dripproof.

Drydock examination means hauling out a vessel or placing a vessel in a drydock or slipway for an examination of all accessible parts of the vessel's underwater body and all through-hull fittings and appurtenances.

Embarkation station means the place on the vessel from which a survival craft is boarded.

Enclosed space means a compartment that is not exposed to the atmosphere when all access and ventilation closures are secured.

Existing OSV means an OSV that was contracted for, or the keel of which was laid, before March 15, 1996.

Existing vessel means a vessel that is not a new vessel.

Exposed waters is a term used in connection with stability criteria and means:

(1) Waters, except the Great Lakes, more than 20 nautical miles from a harbor of safe refuge;

(2) Those portions of the Great Lakes more than 20 nautical miles from a harbor of safe refuge from October 1 of one year through April 15 of the next year (winter season); and

(3) Those waters less than 20 nautical miles from a harbor of safe refuge that the cognizant Officer in Charge, Marine Inspection, determines are not partially protected waters or protected waters because they present special hazards due to weather or other circumstances.

Ferry means a vessel that is used on a regular schedule—

(1) To provide transportation only between places that are not more than 300 miles apart; and

(2) To transport only—

(i) Passengers; or

(ii) Vehicles, or railroad cars, that are being used, or have been used, in transporting passengers or goods.

Fiber reinforced plastic means plastics reinforced with fibers or strands of some other material.

Flash point means the temperature at which a liquid gives off a flammable vapor when heated using the Pensky-Martens Closed Cup Tester method in accordance with ASTM D-93 (incorporated by reference, see 46 CFR 175.600).

Float-free launching or arrangement means that method of launching a survival craft whereby the survival craft is automatically released from a sinking vessel and is ready for use.

Flush deck vessel means a vessel with a continuous weather deck located at the uppermost sheer line of the hull.

Freeing port means any direct opening through the vessel's bulwark or hull to quickly drain overboard water that has been shipped on exposed decks.

Galley means a space containing appliances with cooking surfaces that may exceed 121 °C (250 °F), such as ovens, griddles, and deep fat fryers.

Great Lakes means a route on the waters of any of the Great Lakes, except that for the purposes of parts 178 and 179 of this subchapter, "Great Lakes" means both the waters of the Great Lakes and of the St. Lawrence River as far east as a straight line drawn from Cap de Rosiers to West Point, Anticosti Island, and west of a line along the 63rd meridian from Anticosti Island to the north shore of the St. Lawrence River.

Gross tonnage and gross tons is an indicator of a vessel's approximate volume as determined in accordance with part 69 (Measurement of Vessels) of this chapter and recorded on the vessel's Tonnage Certificate (formerly Certificate of Admeasurement).

Harbor of safe refuge means a port, inlet, or other body of water normally sheltered from heavy seas by land and in which a vessel can navigate and safely moor. The suitability of a location as a harbor of safe refuge shall be determined by the cognizant Officer in Charge, Marine Inspection, and varies for each vessel, dependent on the vessel's size, maneuverability, and mooring gear.

Hazardous condition means any condition that could adversely affect the safety of any vessel, bridge, structure or shore area or the environmental quality of any port, harbor, or navigable water of the United States. This condition could include but is not limited to, fire, explosion, grounding, leaking, damage, illness of a person on board, or a manning shortage.

High seas means all waters that are neither territorial seas (the waters in a belt 3 nautical miles wide, that is adjacent to the coast and seaward of the territorial sea baseline) nor internal waters of the United States or of any foreign country.

High speed craft means a craft that is operable on or above the water and has characteristics so different from those of conventional displacement ships, to which the existing international conventions, particularly SOLAS, apply, that alternative measures should be used to achieve an equivalent level of safety. In order to be considered a high speed craft, the craft must be capable of a maximum speed equal to or exceeding $V = 3.7 \times \text{displ}^{1/3}$, where "V" is the maximum speed and "displ" is the vessel displacement corresponding to the design waterline in cubic meters.

Independent laboratory means a laboratory accepted under part 159, Subpart 159.010 of this chapter.

Inflatable survival craft or "inflatable life jacket" means one that depends upon nonrigid, gas-filled chambers for buoyancy, and which is normally kept uninflated until ready to use.

Internal structural examination means an examination of the vessel while afloat or in drydock and consists of a complete examination of the vessel's main strength members, including the major internal framing, the hull plating, voids, and ballast tanks, but not including cargo, sewage, or fuel oil tanks.

International voyage means a voyage between a country to which SOLAS applies and a port outside that country. A country, as used in this definition, includes every territory for the international relations of which a contracting government to the convention is responsible or for which the United Nations is the administering authority. For the U.S., the term "territory" includes the Commonwealth of Puerto Rico, all possessions of the United States, and all lands held by the United States under a protectorate or mandate. For the purposes of this subchapter, vessels are not considered as being on an "international voyage" when solely navigating the Great Lakes and the St. Lawrence River as far east as a straight line drawn from Cap des Rosiers to West Point, Anticosti Island and, on the north side of Anticosti Island, the 63rd meridian.

Lakes, bays, and sounds means a route on any of the following waters:

- (1) A lake other than the Great Lakes;
- (2) A bay;
- (3) A sound; or
- (4) Such other similar waters as may be designated by a Coast Guard District Commander.

Launching appliance means a device for transferring a survival craft or rescue boat from its stowed position safely to the water. For a launching appliance using a davit, the term includes the davit, winch, and falls.

Length when used in terms of the vessel's length (excluding bow sprits, bumpkins, rudders, outboard motor brackets, handles, and other similar fittings, attachments, and extensions), means:

- (1) The length listed on the vessel's Certificate of Documentation issued under the provisions of part 67 (Documentation of Vessels) of this chapter or Certificate of Number issued under the provisions of 33 CFR part 173, subpart B (Numbering); or
- (2) For a vessel that does not have a Certificate of Documentation or a Certificate of Number, the "registered length" as defined in § 69.53 in subchapter G of this chapter or, for a vessel that is less than 24 meters (79 feet) in overall length and is measured using simplified admeasurement, the registered length as defined in § 69.203 in subchapter G of this chapter; or
- (3) For the purposes of part 179 of this subchapter, the "length" of a vessel with a bulbous bow means the larger of the length as defined in the first paragraph of this definition or the straight line horizontal measurement from the forwardmost tip of the bulbous bow to the aftermost part of the vessel measured parallel to the centerline.

Length between perpendiculars or LBP means the horizontal distance measured between perpendiculars taken at the forwardmost and aftermost points on the waterline corresponding to the deepest operating draft.

Limited coastwise means a route that is not more than 20 nautical miles from a harbor of safe refuge.

Machinery space means a space including a trunk, alleyway, stairway, or duct to such a space, that contains:

- (1) Propulsion machinery of any type;
- (2) Steam or internal combustion machinery;

- (3) Oil transfer equipment;
- (4) Electrical motors of more than 10 hp;
- (5) Refrigeration equipment;
- (6) One or more oil-fired boilers or heaters; or
- (7) Electrical generating machinery.

Main transverse watertight bulkhead means a transverse bulkhead that must be maintained watertight in order for the vessel to meet the damage stability and subdivision requirements of this subchapter.

Major conversion means a conversion of a vessel that, as determined by the Commandant:

- (1) Substantially changes the dimensions or carrying capacity of the vessel;
- (2) Changes the type of vessel;
- (3) Substantially prolongs the life of the vessel; or
- (4) Otherwise so changes the vessel that it is essentially a new vessel.

Marine inspector or *inspector* means any civilian employee or military member of the Coast Guard assigned by an Officer in Charge, Marine Inspection, or the Commandant to perform duties with respect to the inspection, enforcement, and administration of vessel safety and navigation laws and regulations.

Master means the individual having command of the vessel and who is the holder of a valid merchant mariner credential that authorized the individual to serve as master of a small passenger vessel.

Means of escape means a continuous and unobstructed way of exit travel from any point in a vessel to an embarkation station. A means of escape can be both vertical and horizontal, and include doorways, passageways, stairways, and public spaces. Cargo spaces, machinery spaces, rest rooms, hazardous areas determined by the cognizant Officer in Charge Marine Inspection, escalators, and elevators must not be any part of the means of escape.

New OSV means an OSV—

- (1) That was contracted for, or the keel of which was laid, on or after March 15, 1996; or
- (2) That underwent a major conversion initiated on or after March 15, 1996.

New vessel means a vessel:

- (1) The initial construction of which began on or after March 11, 1996;
- (2) Which was issued an initial Certificate of Inspection on or after September 11, 1996;
- (3) Which underwent a major conversion that was initiated on or after March 11, 1996; or
- (4) Which underwent a major conversion that was completed and for which an amended Certificate of Inspection was issued on or after September 11, 1996.

Noncombustible material means any material approved in accordance with § 164.009 in subchapter Q, of this chapter or other standard specified by the Commandant.

Non-self-propelled vessel means a vessel that does not have installed means of propulsion, including propulsive machinery, masts, spars, or sails.

Oceans means a route that is more than 20 nautical miles offshore on any of the following waters:

- (1) Any ocean;
- (2) The Gulf of Mexico;
- (3) The Caribbean Sea;
- (4) The Bering Sea;
- (5) The Gulf of Alaska; or
- (6) Such other similar waters as may be designated by a Coast Guard District Commander.

Officer in Charge, Marine Inspection, or OCMI means an officer of the Coast Guard designated as such by the Commandant and who, under the direction of the Coast Guard District Commander, is in charge of a marine inspection zone, described in part 1 of this chapter, for the performance of duties with respect to the inspection, enforcement, and administration of vessel safety and navigation laws and regulations. The "cognizant OCMI" is the OCMI that has immediate jurisdiction over a vessel for the purpose of performing the duties previously described.

Offshore supply vessel (OSV) means a vessel that—

- (1) Is propelled by machinery other than steam;
- (2) Is of above 15 gross tons and of less than 500 gross tons (as measured under the Standard, Dual, or Simplified Measurement System under part 69, subpart C, D, or E, of this chapter), or is less than 6,000 gross tons (as measured under the Convention Measurement System under part 69, subpart B, of this chapter); and
- (3) Regularly carries goods, supplies, or equipment in support of exploration, exploitation, or production of offshore mineral or energy resources.

Open boat means a vessel not protected from entry of water by means of a complete weathertight deck, or by a combination of a partial weathertight deck and superstructure that is structurally suitable for the waters upon which the vessel operates.

Stairway means an inclined means of escape between two decks.

Steel or equivalent material means steel or any noncombustible material that, by itself or due to insulation provided, has structural and integrity properties equivalent to steel at the end of the standard fire test.

Submersible vessel means a vessel that is capable of operating below the surface of the water.

Survival craft means a lifeboat, rigid liferaft, inflatable liferaft, life float, inflatable buoyant apparatus, buoyant apparatus, or a small boat carried aboard a vessel in accordance with § 180.200(b) of this subchapter.

Switchboard means an electrical panel that receives power from a generator, battery, or other electrical power source and distributes power directly or indirectly to all equipment supplied by the generating plant.

Third party examiner means an entity:

- (1) With a thorough knowledge of diving operations, including diving limitations as related to diver safety and diver supervision;
- (2) Having a familiarity with, but not limited to, the following—
 - (i) The camera used during the AHE; and
 - (ii) The NDT equipment used during the AHE, including the effect of water clarity, and marine growth in relation to the quality of the readings obtained;
- (3) Having a familiarity with the communications equipment used during the AHE;
- (4) Possessing the knowledge of vessel structures, design features, nomenclature, and the applicable AHE regulations; and
- (5) Able to present the Officer in Charge, Marine Inspection, with evidence of formal training, demonstrated ability, past acceptance, or a combination of these.

Trunk means a vertical shaft or duct for the passage of pipes, wires, or other devices except that for the purposes of part 179 of this chapter, "trunk" means a large enclosed passageway through any deck or bulkhead of a vessel.

Underwater Survey in Lieu of Drydocking (UWILD) means a program in which an eligible vessel may alternate between an underwater survey and the required drydock examinations.

Vehicle space means a space not on an open deck, for the carriage of motor vehicles with fuel in their tanks, into and from which such vehicles can be driven and to which passengers have access.

Vessel includes every description of watercraft or other artificial contrivance, used or capable of being used as a means of transportation on water.

Vessel of the United States means a vessel documented or numbered under the laws of the United States, the states of the United States, Guam, Puerto Rico, the Virgin Islands, American Samoa, the District of Columbia, the Northern Mariana Islands, and any other territory or possession of the United States.

Warm water means water where the monthly mean low water temperature is normally more than 15 degrees Celsius (59 degrees Fahrenheit).

Watertight means designed and constructed to withstand a static head of water without any leakage, except that "watertight" for the purposes of electrical equipment means enclosed so that water does not enter the equipment when a stream of water from a hose with a nozzle one inch in diameter that delivers at least 246 liters (65 gallons) per minute is sprayed on the enclosure from any direction from a distance of ten feet for five minutes.

Weather deck means a deck that is partially or completely exposed to the weather from above or from at least two sides, except that for the purposes of parts 178 and 179 of this chapter, "weather deck" means the uppermost deck exposed to the weather to which a weathertight sideshell extends.

Weathertight means that water will not penetrate in any sea condition, except that "weathertight equipment" means equipment constructed or protected so that exposure to a beating rain will not result in the entrance of water.

Well deck vessel means a vessel with a weather deck fitted with solid bulwarks that impede the drainage of water over the sides or a vessel with an exposed recess in the weather deck extending more than one-half of the length of the vessel measured over the weather deck.

Wire means an individual insulated conductor without an outer protective jacket.

Wood vessel means, for the purposes of subdivision and lifesaving equipment requirements in this subchapter, a traditionally-built, plank-on-frame vessel, where mechanical fasteners (screws, nails, trunnels) are used to maintain hull integrity.

Work space means a space, not normally occupied by a passenger, in which a crew member performs work and includes, but is not limited to, a galley, operating station, or machinery space.

[CGD 85-080, 61 FR 947, Jan. 10, 1996; 61 FR 20557, May 7, 1996]

Editorial Note: For Federal Register citations affecting § 175.400, see the List of CFR Sections Affected, which appears in the Finding Aids section of the printed volume and on GPO Access.

Open deck means a deck that is permanently open to the weather on one or more sides and, if covered, any spot on the overhead is less than 4.5 meters (15 feet) from the nearest opening to the weather.

Open to the atmosphere means a compartment that has at least 9,375 square millimeters (15 square inches) of open area directly exposed to the atmosphere for each cubic meter (35 ft³) of net compartment volume.

Operating station means the principal steering station on the vessel from which the individual on duty normally navigates the vessel.

Overnight accommodations or overnight accommodation space means an accommodation space for use by passengers or by crew members, which has one or more berths, including beds or bunks, for passengers or crew members to rest for extended periods. Staterooms, cabins, and berthing areas are normally overnight accommodation spaces. Overnight accommodations do not include spaces that contain only seats, including reclining seats.

Partially enclosed space means a compartment that is neither open to the atmosphere nor an enclosed space.

Partially protected waters is a term used in connection with stability criteria and means:

(1) Waters not more than 20 nautical miles from the mouth of a harbor of safe refuge, unless determined by the cognizant OCMI to be exposed waters;

(2) Those portions of rivers, estuaries, harbors, lakes, and similar waters that the cognizant OCMI determines not to be protected waters; and

(3) Waters of the Great Lakes from April 16 through September 30 of the same year (summer season).

Passenger means an individual carried on a vessel, except:

(1) The owner or an individual representative of the owner, or in the case of a vessel under charter, an individual charterer or individual representative of the charterer;

(2) The master; or

(3) A member of the crew engaged in the business of the vessel who has not contributed consideration for carriage and who is paid for on board services.

Passenger accommodation space means an accommodation space designated for the use of passengers.

Passenger for hire means a passenger for whom consideration is contributed as a condition of carriage on the vessel, whether directly or indirectly flowing to the owner, charterer, operator, agent, or any other person having an interest in the vessel.

Pilothouse control means that controls to start and stop the engines and control the direction and speed of the propeller of the vessel are located at the operating station.

Piping system includes piping, fittings, and appurtenances as described in § 56.07-5 in subchapter F of this chapter.

Port light means a hinged glass window, generally circular, in a vessel's side or deckhouse for light and ventilation.

Protected waters is a term used in connection with stability criteria and means sheltered waters presenting no special hazards such as most rivers, harbors, and lakes, and that is not determined to be exposed waters or partially protected waters by the cognizant OCMI.

Pre-engineered means, when referring to a fixed gas fire extinguishing system, a system that is designed and tested to be suitable for installation without modification as a complete unit in a space of a set volume, regardless of the specific design of the vessel on which it is installed.

Remotely operated vehicle (ROV) team, at a minimum, consist of an ROV operator, a non-destructive testing inspector, an ROV tender or mechanic, and a team supervisor who is considered by the Officer in Charge, Marine Inspection (OCMI), have the appropriate training and experience to perform the survey and to safely operate the ROV in an effective manner. The team must also have a hull-positioning technician present. This position may be assigned to a team member already responsible for another team duty.

Rivers means a route on any of the following waters:

(1) A river;

(2) A canal; or

(3) Such other similar waters as may be designated by a Coast Guard District Commander.

Sailing vessel means a vessel principally equipped for propulsion by sail even if the vessel has an auxiliary means of propulsion.

Scantlings means the dimensions of all structural parts such as frames, girders, and plating, used in building a vessel.

Scupper means a pipe or tube of at least 30 millimeters (1.25 inches) in diameter leading down from a deck or sole and through the hull to drain water overboard.

Self-bailing cockpit means a cockpit, with watertight sides and floor (sole), which is designed to free itself of water by gravity drainage through scuppers.

Shallow water is an ascertained water depth at which the uppermost deck(s) of a sunken vessel remain above the water's surface. The determination of the water's depth is made by the Officer in Charge, Marine Inspection (OCMI) who considers the vessel's stability (passenger heeling moment), the contour of the hull, the composition of the river bottom, and any other factors that would tend to prevent a vessel from resting an even keel.

Ship's service loads means services necessary for maintaining the vessel in normal operational and habitable conditions. These loads include, but are not limited to, safety, lighting, ventilation, navigational, and communications loads.

Short international voyage means an international voyage where:

(1) The vessel is not more than 200 nautical miles from a port or place in which the passengers and crew could be placed in safety; and

(2) The total distance between the last port of call in the country in which the voyage began and the final port of destination does not exceed 600 nautical miles.

NEW BUSINESS AGENDA ITEM

DATE: *November 21, 2017*
RE: *Park Host Agreement*
TO: *Port of Brookings Harbor, Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

OVERVIEW

- Port has no Board approved Campground Host policy or agreement in place.
- Port is currently using agreements made from previous management for the current park host.
- New Campground Host Agreement is written for a volunteer position. Port can not afford this position to be employee status.
- RV Park currently operates with two campground hosts.

DOCUMENTS

- Current Campground Host Agreements, 11 pages
- Draft RV Park Host Agreement, 11 pages

COMMISSIONERS ACTION

- 1) Board review, discussion and approval of RV Park Host Agreement Form.
- 2) Board review, discussion and approval of time limit for each RV Park Host.

Port of Brookings Harbor

Beachfront Recreational Vehicle Park

THIS AGREEMENT, made and entered by and between PORT OF BROOKINGS HARBOR, a Municipal Entity, having offices for the transaction of business at 16340 Lower Harbor Road, Brookings, Oregon 97415, hereafter referred to as the "Port", and Steve Schreimann (name) residing at Beachfront RV Park, 16035 Boat Basin Rd. Brookings, Oregon 97415 hereinafter referred to as "Campground Host;" and jointly referred to, along with the Port, as the "Parties".

Whereas, the Port needs volunteers to serve as Campground Hosts in the Port's Beachfront RV Park from January 1st through December 31st; and

Whereas, the above-named Campground Host agrees to Campground hosting services as a volunteer under the terms and conditions set forth in this agreement.

Now, Therefore for and in consideration of the mutual promises set forth hereinafter, the parties hereby agree as follows.

SECTION 1: Subject and Purpose

The Campground Host agrees to provide those campground hosting services as set forth in Attachment "A", which is attached hereto and incorporated herein by reference. This agreement states the Campground Host's obligations; and defines the rules governing his/her conduct, responsibilities, and attitude while holding the title of Campground Host. The Port shall provide appropriate identification to the Campground Host to allow admission to the campground and aid in identifying the Campground Host to park and campground users.

SECTION 2: Term

The term of this agreement shall commence on 12/1/15 and terminate on _____.

SECTION 3: Consideration

The consideration for this agreement consists of the mutual promises and obligations of the Parties as set forth in this agreement. The Campground Host shall not receive monetary compensation for his/her services. However the Port will provide the following to the Campground Host:

1. A campsite complete with sewer, water, and electrical service;
2. Waiver of the campground fee for the period of the agreement;
3. Worker's compensation insurance for the period of the agreement;
4. Orientation and training to the reasonable extent needed to enable the Campground Host to perform assigned tasks; and

5. A sign to be placed at the campsite to designate the site as belonging to the Campground Host.

SECTION 4: Relationship of the Parties

It is intended that an independent relationship will be created by this agreement. The Port of Brookings-Harbor is interested only in the results to be achieved, and the conduct and control of all services of work will lie solely with the Campground Host. The Campground Host shall not be or shall not be deemed to be an employee, agent, servant, or otherwise of the Port for any purpose, and is not entitled to any of the benefits that the Port provides for Port employees. The Campground Host will be solely and entirely responsible for himself/herself during the performance of this Agreement. In the performance of the services herein contemplated, the Campground Host is an independent contractor with the authority to control and direct the performance and details of the work, the Port being interested only in the results obtained; however, the work contemplated herein must meet the approval of the Port pursuant to the provisions of the Agreement.

The Campground Host agrees to release title, claim and rights to photographs and/or public relations materials that he/she may be involved in during his/her services as the Campground Host.

SECTION 5: INDEMNIFICATION

Campground Host agrees to indemnify, defend and hold the Port harmless from and against any loss, claim, liability, damage, costs or expense of any kind claimed by third parties (including reasonable attorneys' fees) caused solely by the negligence or willful misconduct of the Campground Host in connection with the services to be performed by the Campground Host under the terms of this Agreement.

The Port agrees to indemnify, defend and hold Campground Host harmless from and against any loss, claim, liability, damage, costs or expense of any kind claimed by third parties (including reasonable attorneys' fees) caused solely by the negligence or willful misconduct of the Port, its employees or agents in connection with the services to be performed by the Campground Host under the terms of this Agreement.

The Campground Host and the Port specifically warrant that the foregoing indemnity provisions are the subject of explicit negotiation by the parties, and are specifically and expressly agreed to in consideration of the mutual benefits derived under the terms of the Agreement herein.

The Campground Host will be considered a Port of Brookings Harbor volunteer while providing services under this Agreement for the purpose of Worker's Compensation Coverage, and Public Liability and Property Damage Insurance Coverage.

SECTION 6: SCHEDULE / CONDUCT

The Campground Host agrees to represent him/herself as the "Campground Host"; and understands that he/she will be identified as such. The Campground Host agrees to schedule all volunteer hours in advance with the Port of Brookings-Harbor, Beachfront RV Park Manager. The Campground Host may not enter into any agreements/arrangements for appearances with any television, radio, newspaper, or other media without the prior review and approval by the Port Manager.

SECTION 7: TERMINATION

The Port of Brookings-Harbor or designee ("Director"), shall decide on all questions which may arise as to quality, fitness, promptness, and acceptability of service provided by the Campground Host. The Director or designee may terminate this Agreement with or without cause. If this Agreement is terminated by the Port prior to the agreed upon termination date, the Campground Host will have twenty-four (24) hours to vacate the campground. The Campground Host may terminate this Agreement with a minimum of thirty (30) days' written notice, and must vacate the campground by the agreed upon termination date.

SECTION 8: COMPLIANCE WITH LAWS

The Parties specifically agree to observe all federal, state, local laws, ordinances and regulations, to the extent that they may have any bearing on this Agreement.

SECTION 9: MODIFICATION

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

SECTION 10: VENUE STIPULATION

This Agreement has and shall be construed as having been made and delivered in the State of Oregon and the laws of the State of Oregon shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Curry County, Oregon

SECTION 11: WAIVER

No officer, employee, agent or otherwise of the Port of Brookings-Harbor has the power, right or authority to waive any of the conditions or provisions to this Agreement. Waiver of any breach of this Agreement shall be held to be a waiver of any or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure

of the Port to enforce at any time any of the provisions of this Agreement or to require at any time performance by Campground Host of provision hereof shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of this Agreement or any part thereof, or right of the Port to hereafter enforce each and every such provision.

SECTION 15: NOTICES

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by certified mail return receipt requested, sent to the parties at their respective addresses hereinabove given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

SECTION 16: HEADINGS

The Section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall be deemed to, define, limit or extend the scope or intent of the sections to which they appertain.

IN WITNESS WHEREOF, the PARTIES have executed this agreement on the date accompanying their signature block.

Port of Brookings-Harbor
Beachfront RV Park



Ted Fitzgerald
Director

Port of Brookings-Harbor

CAMPGROUND HOST



Signature

STEVE SCHREIMANN

(Print Name)

Attachment "A"

The Campground Host agrees to furnish Campground Host services as follows:

1. Serve as a liaison between campground users and park staff;
2. Live in the campground;
3. Assist visitors/campers by providing information about the park, answering questions, and explaining rules;
4. Collect campground user fees and monitor compliance with campground and park rules;
5. Keep track of occupied and reserved sites and direct campers to vacant sites;
6. Sell firewood when available;
7. Be observant for activities within the campground requiring immediate attention;
8. Courteously advise campers of unintentional or minor violations and report flagrant violations to law enforcement or Port personnel;
9. Contact Port staff and/or law enforcement when emergencies occur;
10. Monitor campground traffic and direct park users to day-use areas;
11. Pick up litter in and around campsites;
12. Irrigate lawn areas within the campground;
13. Sweep camp area and clean picnic tables;
14. Report any damaged tables, trees, or equipment to Port staff;
15. Work as a team member of Port staff.

The Campground Host additionally agrees to do the following:

1. Commit to a minimum of a four week timeline;
2. Reside at the host campsite complete with sewer, water, and electrical service for the length of the agreement; host campsite will have an identifying sign which reads "Camp Host";
3. Provide an insured recreational vehicle camping unit;
4. Work a minimum of 20 hours per week as assigned;
5. Be on duty and therefore available to park visitors five days a week, including weekends and holidays; from 5:00pm to 10:00pm, or as needed.
6. Comply with Port of Brookings-Harbor rules and regulations;
7. Provide their own camping gear and personal items, and set an example as a model camper by practicing good housekeeping and being courteous and helpful to the public;

The Campground Host also agrees not to do the following:

1. To take any law enforcement actions;
2. To work outside the scope of duties as outlined in this agreement.

NIGHT HOST DUTIES

- 1) When you begin your shift, tour the park and verify occupancy of guests by comparing them to the Housekeeping list. If there is a guest without a window sheet, make contact with that guest and make sure they have paid. If they have not paid, collect payment immediately for one night and they can pay for the rest of their stay in the morning at the office. No exceptions.
- 2) During your shift, make at least 2 tours through the park, verifying ALL guests. Make sure there aren't any disturbances in the park and if you see anything or anyone that shouldn't be here or doing anything against park rules/ law, contact Logan with Knight Security or law enforcement.
- 3) Assist incoming guests to locate available spaces, collect credit card and personal information per park credit card form or collect guest information and cash per park cash envelope. Inform all guests staying more than one night to stop by the RV Park office to complete full payment and collect paperwork for their stay.
- 4) Deliver fire pits and/or wood as requested, collect cash or credit card information with their name and space number.
- 5) Document on night host paperwork names and space numbers for new arrivals or space number changes, sign paperwork and drop credit card forms and cash envelopes in night lock box at RV Park office before 8:00am.
- 6) Lock front gate promptly at 10:00pm, NO LATER AND NO EARLIER. After you lock the front gate, lock the laundry room. There shouldn't be more than 5 minutes between duties. Unlock the front gate at 7:00am during the winter season, (November 1st – March 31st) and 6:00am during the summer season, (April 1st – October 31st).
- 7) If dry camp space is rented after 5:00pm, please notify Logan with Knight Security. 541.592.9021 or 541.592.9352
- 8) If there are any emergencies, call Ted 541.661.4421, Christine 541.373.3403, Krista 209.405.0316 then call the police if necessary
- 9) We have spontaneous weather, so when it permits, and the ocean waves become a threat to our guests, you need to alert our park guests. No matter the time.
- 10) If you notice someone leaving large items of trash at their site or near one of our dumpsters or garbage cans, take note and give it to the office the next morning.
- 11) It is your responsibility to keep your site as clean as we expect our guests to. (i.e. garbage, pets, vehicles, RV or 5th wheel needs to be clean on the outside)
- 12) If you need a day off, 3 days in advance is required and if you need more than 1 day off, then 2 weeks are required in advance.

Camp host signature

date

1-14-15

Ted Fitzgerald, Port Director

date

Gave Jim the #1 key christine Porchman 01-14-15
Jim Noe 1-14-15

Port of Brookings Harbor

Beachfront Recreational Vehicle Park

THIS AGREEMENT, made and entered by and between PORT OF BROOKINGS HARBOR, a Municipal Entity, having offices for the transaction of business at 16340 Lower Harbor Road, Brookings, Oregon 97415, hereafter referred to as the "Port", and Jim Nace (name) residing at Beachfront RV Park, 16035 Boat Basin Rd. Brookings, Oregon 97415 hereinafter referred to as "Campground Host;" and jointly referred to, along with the Port, as the "Parties".

Whereas, the Port needs volunteers to serve as Campground Hosts in the Port's Beachfront RV Park from January 1st through December 31st; and

Whereas, the above-named Campground Host agrees to Campground hosting services as a volunteer under the terms and conditions set forth in this agreement.

Now, Therefore for and in consideration of the mutual promises set forth hereinafter, the parties hereby agree as follows.

SECTION 1: Subject and Purpose

The Campground Host agrees to provide those campground hosting services as set forth in Attachment "A", which is attached hereto and incorporated herein by reference. This agreement states the Campground Host's obligations; and defines the rules governing his/her conduct, responsibilities, and attitude while holding the title of Campground Host. The Port shall provide appropriate identification to the Campground Host to allow admission to the campground and aid in identifying the Campground Host to park and campground users.

SECTION 2: Term

The term of this agreement shall commence on _____ and terminate on _____.

SECTION 3: Consideration

The consideration for this agreement consists of the mutual promises and obligations of the Parties as set forth in this agreement. The Campground Host shall not receive monetary compensation for his/her services. However the Port will provide the following to the Campground Host:

1. A campsite complete with sewer, water, and electrical service;
2. Waiver of the campground fee for the period of the agreement;
3. Worker's compensation insurance for the period of the agreement;
4. Orientation and training to the reasonable extent needed to enable the Campground Host to perform assigned tasks; and

5. A sign to be placed at the campsite to designate the site as belonging to the Campground Host.

SECTION 4: Relationship of the Parties

It is intended that an independent relationship will be created by this agreement. The Port of Brookings-Harbor is interested only in the results to be achieved, and the conduct and control of all services of work will lie solely with the Campground Host. The Campground Host shall not be or shall not be deemed to be an employee, agent, servant, or otherwise of the Port for any purpose, and is not entitled to any of the benefits that the Port provides for Port employees. The Campground Host will be solely and entirely responsible for himself/herself during the performance of this Agreement. In the performance of the services herein contemplated, the Campground Host is an independent contractor with the authority to control and direct the performance and details of the work, the Port being interested only in the results obtained; however, the work contemplated herein must meet the approval of the Port pursuant to the provisions of the Agreement.

The Campground Host agrees to release title, claim and rights to photographs and/or public relations materials that he/she may be involved in during his/her services as the Campground Host.

SECTION 5: INDEMNIFICATION

Campground Host agrees to indemnify, defend and hold the Port harmless from and against any loss, claim, liability, damage, costs or expense of any kind claimed by third parties (including reasonable attorneys' fees) caused solely by the negligence or willful misconduct of the Campground Host in connection with the services to be performed by the Campground Host under the terms of this Agreement.

The Port agrees to indemnify, defend and hold Campground Host harmless from and against any loss, claim, liability, damage, costs or expense of any kind claimed by third parties (including reasonable attorneys' fees) caused solely by the negligence or willful misconduct of the Port, its employees or agents in connection with the services to be performed by the Campground Host under the terms of this Agreement.

The Campground Host and the Port specifically warrant that the foregoing indemnity provisions are the subject of explicit negotiation by the parties, and are specifically and expressly agreed to in consideration of the mutual benefits derived under the terms of the Agreement herein.

The Campground Host will be considered a Port of Brookings Harbor volunteer while providing services under this Agreement for the purpose of Worker's Compensation Coverage, and Public Liability and Property Damage Insurance Coverage.

SECTION 6: SCHEDULE / CONDUCT

The Campground Host agrees to represent him/herself as the "Campground Host"; and understands that he/she will be identified as such. The Campground Host agrees to schedule all volunteer hours in advance with the Port of Brookings-Harbor, Beachfront RV Park Manager. The Campground Host may not enter into any agreements/arrangements for appearances with any television, radio, newspaper, or other media without the prior review and approval by the Port Manager.

SECTION 7: TERMINATION

The Port of Brookings-Harbor or designee ("Director"), shall decide on all questions which may arise as to quality, fitness, promptness, and acceptability of service provided by the Campground Host. The Director or designee may terminate this Agreement with or without cause. If this Agreement is terminated by the Port prior to the agreed upon termination date, the Campground Host will have twenty-four (24) hours to vacate the campground. The Campground Host may terminate this Agreement with a minimum of thirty (30) days' written notice, and must vacate the campground by the agreed upon termination date.

SECTION 8: COMPLIANCE WITH LAWS

The Parties specifically agree to observe all federal, state, local laws, ordinances and regulations, to the extent that they may have any bearing on this Agreement.

SECTION 9: MODIFICATION

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

SECTION 10: VENUE STIPULATION

This Agreement has and shall be construed as having been made and delivered in the State of Oregon and the laws of the State of Oregon shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Curry County, Oregon

SECTION 11: WAIVER

No officer, employee, agent or otherwise of the Port of Brookings-Harbor has the power, right or authority to waive any of the conditions or provisions to this Agreement. Waiver of any breach of this Agreement shall be held to be a waiver of any or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure

of the Port to enforce at any time any of the provisions of this Agreement or to require at any time performance by Campground Host of provision hereof shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of this Agreement or any part thereof, or right of the Port to hereafter enforce each and every such provision.

SECTION 15: NOTICES

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by certified mail return receipt requested, sent to the parties at their respective addresses hereinabove given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

SECTION 16: HEADINGS

The Section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall be deemed to, define, limit or extend the scope or intent of the sections to which they appertain.

IN WITNESS WHEREOF, the PARTIES have executed this agreement on the date accompanying their signature block.

Port of Brookings-Harbor
Beachfront RV Park

Ted Fitzgerald
Director
Port of Brookings-Harbor

CAMPGROUND HOST

Jim Noce
Signature
Jim Noce
(Print Name)

Attachment "A"

The Campground Host agrees to furnish Campground Host services as follows:

1. Serve as a liaison between campground users and park staff;
2. Live in the campground;
3. Assist visitors/campers by providing information about the park, answering questions, and explaining rules;
4. Collect campground user fees and monitor compliance with campground and park rules;
5. Keep track of occupied and reserved sites and direct campers to vacant sites;
6. Sell firewood when available;
7. Be observant for activities within the campground requiring immediate attention;
8. Courteously advise campers of unintentional or minor violations and report flagrant violations to law enforcement or Port personnel;
9. Contact Port staff and/or law enforcement when emergencies occur;
10. Monitor campground traffic and direct park users to day-use areas;
11. Pick up litter in and around campsites;
12. Irrigate lawn areas within the campground;
13. Sweep camp area and clean picnic tables;
14. Report any damaged tables, trees, or equipment to Port staff;
15. Work as a team member of Port staff.

The Campground Host additionally agrees to do the following:

1. Commit to a minimum of a four week timeline;
2. Reside at the host campsite complete with sewer, water, and electrical service for the length of the agreement; host campsite will have an identifying sign which reads "Camp Host";
3. Provide an insured recreational vehicle camping unit;
4. Work a minimum of 20 hours per week as assigned;
5. Be on duty and therefore available to park visitors five days a week, including weekends and holidays; from 5:00pm to 10:00pm, or as needed.
6. Comply with Port of Brookings-Harbor rules and regulations;
7. Provide their own camping gear and personal items, and set an example as a model camper by practicing good housekeeping and being courteous and helpful to the public;

The Campground Host also agrees not to do the following:

1. To take any law enforcement actions;
2. To work outside the scope of duties as outlined in this agreement.

DRAFT

PORT OF BROOKINGS HARBOR Beachfront RV Park Host Agreement

THIS AGREEMENT, made and entered by and between PORT OF BROOKINGS HARBOR, a Municipal Entity, having offices for the transaction of business at 16330 Lower Harbor Road, Brookings, Oregon 97415, hereafter referred to as the "Port", and _____ (name) residing at Beachfront RV Park, 16035 Boat Basin Rd. Brookings, Oregon 97415 hereinafter referred to as "Campground Host;" and jointly referred to, along with the Port, as the "Parties".

Whereas, the Port needs volunteers to serve as Campground Hosts in the Port's Beachfront RV Park from January 1st through December 31st, each year, or such other times as a Campground Host may be required; and

Whereas, the above-named Campground Host agrees to volunteer to be a Campground host and provide such services as a volunteer, under the terms and conditions set forth in this agreement.

NOW THEREFORE, in consideration of the mutual promises set forth hereinafter, the parties hereby agree as follows.

SECTION 1: RECITALS, SUBJECT AND PURPOSE.

The above recitals are true and accurate and are incorporated into the Agreement by this reference.

The Campground Host agrees to provide those campground hosting services as set forth in Attachment "A", which is attached hereto and incorporated herein by this reference. This Agreement provides notice of the Campground Host's obligations and defines the rules governing his/her conduct, responsibilities, and attitude while providing volunteer services to the Port as a Beachfront RV Park Host.

The Port shall provide appropriate identification to the Campground Host to allow admission to the campground and aid in identifying the Campground Host to park and campground users.

SECTION 2: TERM.

The term of this agreement shall commence on _____ and terminate on _____.

Section 3: CONSIDERATION

The consideration for this agreement consists of the mutual promises and obligations of the Parties as set forth in this agreement. Campground Host agrees to donate his/her

services as a Park Host to the Port. It is mutually and expressly understood that the services to be provided by Campground Host to Port shall be donated, and Campground Host shall not be entitled to receive, nor does he/she expect to receive and present or future monetary compensation, wages, salary or other benefits for this/her services, except for the reasonable benefits set forth in below. In exchange for providing volunteer services to Port as Park Host, the Port will furnish the following to the Campground Host:

1. A campsite complete with sewer, water, and electrical service;
2. Waiver of the campground fee for the period of the agreement;
3. Worker's compensation insurance for the period of the agreement;
4. Orientation and training to the reasonable extent needed to enable the Campground Host to perform assigned tasks; and
5. A sign to be placed at the campsite to designate the site as belonging to the Campground Host.

SECTION 4: RELATIONSHIP OF THE PARTIES.

It is intended that an independent relationship will be created by this agreement. The Port of Brookings-Harbor is interested only in the results to be achieved, and the conduct and control of all services provided will determined by the Campground Host. The Campground Host agrees to follow the general direction of the Port Manager, or his designee, in performing the volunteer services. The Campground Host shall not be or shall not be deemed to be an employee, agent, servant, or otherwise of the Port for any purpose, and is not entitled to any benefits that the Port provides for Port employees, with the exception that Port will provide workers' compensation insurance volunteer coverage for the Campground Host.

The Campground Host will be solely and entirely responsible for himself/herself during the performance of the volunteer services pursuant to this Agreement. In the performance of the services herein contemplated, the Campground Host is an independent contractor with the authority to control and direct the performance and details of the work, the Port being interested only in the results obtained; however, the work contemplated herein must meet the approval of the Port pursuant to the provisions of the Agreement.

The Campground Host agrees to release title, claim and rights to photographs and/or public relations materials that he/she may be involved in during this/her services as the Campground Host.

SECTION 5: INDEMNITICATION.

As a volunteer performing host tasks on behalf of the Port, I understand that the Port will secure Workers' Compensation insurance to provide workers' compensation benefits for me in the event that I suffer a compensable injury or death within the course and scope of performing my authorized tasks. In exchange for the Port providing me with volunteer Workers' Compensation insurance coverage, I, for myself, my heirs,

executors, administrators and assigns, release and forever discharge the Port of Brookings Harbor from any and all demands or claims for damage or injury from any cause of suit or action, known or unknown, that I may have against the Port of Brookings Harbor, and/or its officers, agents or employees, and from all liability under the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300, for any and all harm or damage to my health in any manner resulting from or arising out of my authorized hosting tasks.

The above release does not extend to or waive any rights I may have under the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300, to defense and indemnification from any demand, claim, suit or action brought against me, or liability I may be subject to, or arising out of my authorized hosting tasks.

In the event that I am injured while performing my hosting tasks, I will immediately notify the Port Manager or Port office staff and apply for Workers' Compensation benefits.

Further, Campground Host agrees to indemnify, defend and hold the Port harmless from and against any loss, claim, liability, damage, costs or expense of any kind claimed by third parties (including reasonable attorney's fees) caused solely by the predominant negligence or willful misconduct of the Campground Host in connection with the services to be performed by the Campground Host under the terms of this Agreement.

To the extent provided or allowed by the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300, the Port agrees to indemnify, defend and hold Campground Host harmless from and against any loss, claim, liability, damage, costs or expense of any kind claimed by third parties (including reasonable attorney's fees) caused solely by the predominant negligence or willful misconduct of the Port, its employees or agents in connection with the services to be performed by the Campground Host under the terms of this Agreement.

The Campground Host and the Port specifically warrant that the foregoing indemnity provisions are the subject of explicit negotiation by the parties, and are specifically and expressly agreed to in consideration of the mutual benefits derived under the terms of the Agreement herein.

SECTION 6: SCHEDULE / CONFLICT.

The Campground Host agrees to represent himself/herself as the "Campground Host"; and understands that they will be identified as such. The Campground Host agrees to schedule all volunteer hours in advance with the Port of Brookings Harbor, Beachfront RV Park Manager. The Campground Host shall be permitted to choose the specific hours they will provide Park Host Services, including the general number of hours they will perform the services in any given day or week. The Campground Host shall be permitted to leave the Beachfront RV Park at any time but shall notify the Beachfront RV Park Manager when Campground Host leaves the park during a time when services were to be performed, so alternate arrangements can be made for the provision of the services.

The Campground Host may not enter into any agreements/arrangements for appearance with any television, radio, newspaper, or other media without the prior review and approval by the Port Manager.

SECTION 7: TERMINATION.

The Port of Brookings Harbor **General Manager**, or designee, shall decide all questions which may arise as to the quality, fitness, promptness, and acceptability of service provided by the Campground Host. The Port General Manager, or designee, may terminate this Agreement with or without cause. If this Agreement is terminated by the Port prior to the agreed upon termination date, the Campground Host will have twenty-four (24) hours to vacate the campground.

The Campground Host may terminate this Agreement with a minimum of thirty (30) days' written notice, and must vacate the campground by the agreed upon termination date.

SECTION 8: COMPLIANCE WITH LAWS.

The Parties specifically agree to observe all federal, state, local laws, ordinance and regulations, to the extent that they may have any bearing on this Agreement.

SECTION 9: MODIFICATION.

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

SECTION 10: GOVERNING LAW.

This Agreement has and shall be construed as having been made and delivered in the State of Oregon and the laws of the State of Oregon shall be applicable to its construction and enforcement. Any **arbitration proceeding**, action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in Curry County, Oregon.

SECTION 11: WAIVER.

No officer, employee, agent or otherwise of the Port of Brookings Harbor has the power, right or authority to waive any of the conditions or provisions of this Agreement. Waiver of any breach of this Agreement shall **not** be held to be a waiver of any or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy herein or by law. Failure of the Port to enforce, **at any time, any** of the provisions of this Agreement or to require at any time performance by Campground Host of **any** provision hereof shall in no way be construed to be a waver of such provision, **and shall in no way** affect the validity of this Agreement, or any part thereof, or **the** right of the Port to **thereafter** enforce each and every such provision **of this Agreement**.

SECTION 15: NOTICES.

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by certified mail return receipt requested, sent to the parties at their respective addresses **given below**. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

For the purpose of giving Notice, the addresses of the parties are as follows:

Port of Brookings Harbor
Volunteer)

(Enter Name and Address of

16340 Lower Harbor Road
P.O. Box 848 Brookings, OR 97415

SECTION 16: ATTORNEY FEES.

In the event any action, suit, arbitration or other proceeding shall be instituted by either party to this Agreement to enforce any provision of this agreement or any matter arising therefrom, or to interpret any provision of this agreement, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the court or arbitrator(s). In addition to recovery of a reasonable attorney fee, the prevailing party shall be entitled to recover from the other, costs and disbursements, including all costs of arbitration and the arbitrator(s) fees, and expert witness fees, as fixed by the court or tribunal in which the case is heard.

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

SECTION 17: ARBITRATION.

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

17.1 Any party asserting a claim arising out of or relating to this agreement may make a written demand for arbitration. In this event, the parties shall agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a Judge of the Circuit Court of the State of Oregon for Curry County. The dispute shall be heard by the arbitrator selected within 90 days thereafter, unless the parties agree otherwise.

17.2 The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. The provision of Section 16 shall also apply to arbitration, and in the event of arbitration under the provisions of this agreement, the prevailing party shall be awarded reasonable attorney fees and related costs.

17.3 If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and Judgment so the award may be entered in any court having Jurisdiction over the parties. The parties agree that all facts and other information relating to any arbitration arising under this agreement shall be kept confidential to the fullest extent permitted by law.

17.4 The parties agree that the arbitrator shall have no Jurisdiction to render an award and/or Judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a Judgment may be entered on the arbitrator's award. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. The duty to arbitrate shall survive the cancellation or termination of this agreement.

17.5 Service of process in connection therewith shall be made by certified mail. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate and the failure of one Party to comply with that agreement, and those issues shall be determined summarily by the court without a jury. All other issues shall be decided by the arbitrator, whose decision thereon shall be final and binding. There may be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.

17.6 Neither Party shall institute any legal proceeding against the other to enforce any

right hereunder or for breach hereof, except that either Party may institute litigation (i) to enforce its rights of arbitration hereunder (ii) to confirm and have judgment entered upon any arbitration award issued hereunder, and (iii) to stay the running of any statute of limitation or prevent any other occurrence (including, without limitation, the passage of time) which would constitute laches, estoppel, waiver or any other such legal consequence that suit is necessary to avoid, provided, however, that neither Party shall pursue litigation under item (iii) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section.

17.7 If any dispute between the Parties arises from or in connection with any claim of litigation initiated by any third party (either as claimant, plaintiff, counterclaimant, or defendant/third Party plaintiff), then, unless the Parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section may at the option of either Party be deferred until the resolution of that third-party claim or litigation, provided, however that in the event of any such dispute in connection with a claim or litigation so initiated by a third party, either Party may at any time initiate arbitration under this Section 17 to determine prospective liability between the Parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence shall be subject to mandatory arbitration hereunder upon the demand of either Party. In the event Port is made a party to such claim or litigation so initiated by a third party, Port shall select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or litigation, regardless of whether Port is required to, or in fact does, initiate a crossclaim, counterclaim, or third-party claim under Subclause (iii) of Subsection 17.7 above, and regardless of Campground Host's indemnity obligations under Section 5 above.

SECTION 18: HEADINGS.

The Section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall be deemed to, define, limit or extend the scope or intent of the sections to which they appertain.

IN WITNESS WHEREOF, the PARTIES have executed this agreement on the date accompanying their signature block.

SECTION 19: EFFECTIVE DATE.

This Agreement shall be effective as of the date of the last party signing the Agreement.

//

//

//

DRAFT

PORT OF BROOKING HARBOR

By: Gary Dehlinger – Port Manager

Signed this ____ day of _____, 2017.

CAMPGROUND HOST

Signature

(Print Name)

Signed this ____ day of _____, 2017.

Attachment “A”

The Campground Host volunteers to provide Port with the following services:

1. Serve as a liaison between campground users and park staff;
2. Assist visitors/campers by providing information about the park, answering questions, and explaining rules;
3. Keep track of occupied and reserved sites and direct campers to vacant sites;
4. Be observant for activities within the campground requiring immediate attention;
5. Contact Port staff and/or law enforcement when emergencies occur;
6. Pick up litter in and around campsites;
7. Report any damaged tables, trees or equipment to Port Staff.

The Campground Host additionally agrees to the following:

1. Commit to a minimum of a four-week timeline, with the specific number of weeks and time of providing volunteer services subject to negotiations with Port staff;
2. Reside at the host campsite complete with sewer, water, and electrical service for the length of the volunteer agreement and display the identifying sign which reads “Camp Host”;
3. Provide an insured recreational vehicle camping unit;
4. Provide volunteer services a minimum of 20 hours per week, with the specific days and times to provide volunteer services to be agreed to by Port supervisory staff;
5. When providing volunteer services, be on duty and therefore available to park visitors five days a week, including weekends and holidays; from 5:00 p.m. to 10:00 p.m., or as needed.
6. Comply with Port of Brookings Harbor rules and regulations;

7. Provide their own camping gear and personal items, and set an example as a model camper by practicing good housekeeping and being courteous and helpful to the public.

The Campground Host also agrees not to do the following:

1. To take any law enforcement actions;
2. Provide volunteer services outside the scope of duties as outlined in this agreement.

NIGHT HOST DUTIES

- 1) When you begin your shift, tour the park and verify occupancy of guests by comparing them to the Housekeeping list. If there is a guest without a tag, contact that guest and make sure they have paid.
- 2) During your shift, make at least 2 tours through the park, verifying ALL guests. Make sure there aren't any disturbances in the park and if you see anything or anyone that shouldn't be here or doing anything against park rules/law, contact Knight Security or law enforcement.
- 3) Assist incoming guests to locate available spaces. Inform all guests to stop by the RV Park office to complete full payment and collect paperwork for their stay.
- 4) Lock front gate promptly at 10:00pm, NO LATER AND NO EARLIER. Unlock the front gate at 7:00am.
- 5) **If there are any emergencies, call: 911**
- 6) **We have spontaneous weather, so when it permits, and the ocean waves become a threat to our guests, you need to alert our park guests. No matter the time.**
- 7) If you notice someone leaving large items of trash at their site or near one of our dumpsters or garbage cans, take note and give it to the office the next morning.
- 8) It is your responsibility to keep your site clean as we expect our guests to. (i.e. garbage, pets, vehicles, RV or 5th wheel needs to be clean on the outside).

9) If you can't provide volunteer services for a period of time, please provide 3 days advance notice to Port. If more than 1 day of time off is needed, then please provide 2 weeks advance notice to Port.

Camp Host Signature

Date

NEW BUSINESS AGENDA ITEM

DATE: *November 21, 2017*
RE: *SDIS Safety & Security Grant Application*
TO: *Port of Brookings Harbor, Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

BACKGROUND

- SDIS provides this Safety and Security Grant for all special districts to compete yearly and matching up to \$5,000.
- This would be the first time for this Port, that we are aware of, submitting the SDIS Safety and Security Grant Application. The deadline for this year is noon Friday, December 1.
- Past three years, the Port has received numerous complaints from customers why Basin 2 ramps are not secured.
- Port has received numerous reports of stolen gear from customers vessels.
- Boat Yard main gate has always been an issue of keeping it closed or someone getting locked in. The Boat Yard area should be restricted to individuals that has signed agreements with the Port as to liability. Protection of Port and customers assets should be taken into consideration.
- Port only received one quote from a fence contractor. Many fence companies refused to provide a quote for one reason or another.
- With the quoted price, the Port should consider purchasing the fence and gate materials and self-install the materials. Gates and fence would be similar to Basin 1 with one difference. Add a plate to the fence at the handle area.

DOCUMENTS

- SDIS Safety & Security Grant Application, 1 page
- West Coast Fencing, 2 pages.
- Photos of existing Basin 1 Gate, 2 pages

COMMISSIONERS ACTION

- 1) Board review, discussion and approval of submitting SDIS Safety & Security Grant Application.

Please complete each field below, either on this form or on a separate sheet. Be sure to print clearly.

Name of SDAO Member District: Port of Brokings Harbor

Complete Mailing Address: P.O. Box 848

Brookings, Oregon 97415

Phone Number: 541-469-2218

Fax: 541-469-0672

Contact Person: Gary Dehlinger

E-Mail: gary@portofbrookingsharbor.com

Brief description of proposed project:

Installing gates and locks to dock ramps at Basin 2. Total of four ramps would be needed.

Automatic gate at the Boat Yard.

Total cost: \$6,300 (MATERIAL COSTS)

Breakdown of cost(s):
 Gates -
 Locks & Keys -
 Fencing Material -
 Port Yard Gate - (PRICE DOES NOT INCLUDE AUTOMATIC GATE)

Impact on staff, volunteers, and/or community safety:

Provide safety and security to the users and visitors of the harbor. Help prevent unwanted individuals from entering the docks after hours when theft and accidents are most likely to occur. Help prevent unauthorized persons entering an active boat yard facility. This would reduce theft of equipment and materials to the authorized users of the boat yard and reduce potential health and safety concerns. Currently, the ramps are open 24-7 and the boat yard gate is wide open during the daylight hours and closed at night 7-days a week.

*** NOTES:**

- Routine maintenance to existing facilities and/or equipment and normal business expenses will not be considered.
- Labor costs for district employees are not eligible for in-kind matching.

To be considered, your grant application must be completed in full and submitted to SDAO no later than noon on Friday, December 1, 2017. Submit completed applications to SDAO, PO Box 12613, Salem, Oregon 97309, fax to 503-371-4781, or e-mail to sgalaway@sdao.com. Questions? Contact Sandy Galaway at 800-285-5461, extension 111 or 503-375-8891.

165

West Coast Fencing

3425 Ocean Blvd. SE
Coos Bay, Oregon, 97420
541-267-5677 :: ccb#36430

Proposal

004085

Page 1

TO:

Port Of Brookings Harbor
16340 Lower Harbor Rd.
Brookings, OR 97415

CONTACT PHONE(S) 541-661-7280	DATE 11/8/2017
JOB NAME & LOCATION	
E-MAIL ADDRESS brent@portofbrookingsharbor.com	

We hereby submit specifications and estimates for the following: (may be continued on subsequent pages, see page numbering above)

The following estimates are for installing key lock entry devices in the two existing gates and two new gates.

With no plan to go by and the way the ramps angle back along the bank on all four ramps, I've figured there needs to be a section of fencing going out from the concrete landing to the concrete retaining wall on one side. On the other side of each gate a panel can be attached to the existing railing. There are small sections of fence needed to fill in the gaps over the existing railing. All the fence materials are industrial grade galvanized steel.

Cost for the two ramps on the East side that have existing gates are \$5,600.00 Ea.
The two ramps on the West side are \$6,000.00 Ea.

The fencing at the shop building involves 44 feet of new six foot tall chain link fencing with barbed wire on top and one twenty foot long roll gate that rolls on the ground in the front and on a track pipe mounted to the fence at the rear, this is a

continued next page

We Propose hereby to furnish material and labor complete in accordance with the above specifications, for the sum of:

Payment to be made as follows:

dollars (\$ _____)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within 45 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Signature: _____

Date of Acceptance: _____

166

West Coast Fencing

3425 Ocean Blvd. SE
Coos Bay, Oregon, 97420
541-267-5677 :: ccb#36430

Page 2

Proposal

004085

TO:

Port Of Brookings Harbor
16340 Lower Harbor Rd.
Brookings, OR 97415

CONTACT PHONE(S) 541-661-7280	DATE 11/8/2017
JOB NAME & LOCATION	
E-MAIL ADDRESS brent@portofbrookingsharbor.com	

We hereby submit specifications and estimates for the following: (may be continued on subsequent pages, see page numbering above)

standard gate and the cost for this option would be \$3460. I talked to Brent about an aluminum cantilever style gate, they roll very smoothly but are costly. It would add approx. \$6,000.00 To my estimate for the shop fence.

We have backed off on installing automatic gate systems, we have been experiencing to many issues with them. If you have any questions or would like me to look at the project again please give me a call. Thanks, Glen

We Propose hereby to furnish material and labor complete in accordance with the above specifications, for the sum of:

See options

dollars (\$ _____)

Payment to be made as follows:

Please sign and return upon acceptance of proposal. Payment due within 30 days of job completion. Add 2% to the total if paying with a credit card.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Glen Redding

Note: This proposal may be withdrawn by us if not accepted within 45 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

167



Brent Ferguson <brent@portofbrookingsharbor.com>

West Coast Fencing

1 message

West Coast Fencing <info@westcoastfencing.com>
To: brent@portofbrookingsharbor.com

Tue, Nov 14, 2017 at 1:33 PM

This is the best I can come up with off of the paperwork that Glen had at his desk. He is out of town on a job today so I hope these numbers are right.

Materials for the East side \$2500.00 each

Materials for the West side \$2600.00 each

Materials for the 40' of fence and gate \$1200.00

Kelly Blood

West Coast Fencing

3425 Ocean Blvd. SE

Coos Bay, OR 97420

541-267-5677 Office

541-267-4043 Fax

kelly@westcoastfencing.com

168

ALL DOCKS & PORT PROPERTIES **CLOSED** TO THE GENERAL PUBLIC BETWEEN DUSK AND DAWN ACCESS LIMITED TO AUTHORIZED PERSONNEL **ONLY**

PORT
MAINTENANCE
VHF CHANNEL
12

SPORT ORL

169

ALL DOCKS &
PORT
PROPERTIES
CLOSED
TO THE
GENERAL PUBLIC
BETWEEN
DUSK AND DAWN
ACCESS LIMITED
TO AUTHORIZED
PERSONNEL **ONLY**

NEW BUSINESS AGENDA ITEM

DATE: *November 21, 2017*
RE: *Pacific Ocean Harvesters Proposal*
TO: *Port of Brookings Harbor, Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

BACKGROUND

- Received proposal from Russel Burkman on October 30, 2017 requesting to address the Board of Commissioners regarding his leased property.
- Port Staff believes this building is one of the best condition building. There could be some roof repairs, just like all the rest of buildings at the Port.

DOCUMENTS

- Pacific Ocean Harvester proposal letter, 1 page
- Current Pacific Ocean Harvesters lease with the Port, 11 pages
- Photos of existing building, 7 pages

COMMISSIONERS ACTION

- Board decision for port manager to proceed.

Port of Brookings Harbor

Attn: Gary Dehlinger, Port Manager

RE: Purchase of Reel Property



October 30, 2017

Mr. Dehlinger,

I would like to have the opportunity to open up a discussion with "The Board" in Regards of purchasing the property at 16376 Lower Harbor Road. As you are aware of, Pacific Ocean Harvesters L.L.C. has been open at this location for three full years. As a business owner I would like to purchase the property with the intent to secure the future of my business at the Port of Brookings Harbor. I believe this transaction will be beneficial to the Port as well as to my business. The building is in need of major repairs that would cost the port, if I were to purchase this property I would be able to maintain these repairs and see to it that we have a clean and efficient shop reflecting well on all of the Port of Brookings.

Please let me know when a good time to have a meeting about this offer would be.

I am prepared to move quickly on this and would appreciate a prompt response.

Russell Burkman

Pacific Ocean Harvesters L.L.C.

wildriveradventures@hotmail.com

541-661-2201 cell

541-251-3643 work

LEASE

This lease is made and entered into at Brookings, Oregon this 1st day of September 2014, by and between the Port of Brookings Harbor (the Landlord) and Pacific Ocean Harvesters, LLC. (the Tenant)

Landlord hereby leases to Tenant approximately 850 square feet of commercial retail space, (the Premises), located at 16372 Lower Harbor Road, Brookings, Oregon for a ten year term commencing September 1, 2014 and continuing through September 1, 2024; at an initial Base Rental of \$850.00 (U.S.) per month payable in advance on the first day of each month commencing September 1st, 2014. It is understood that the rent will be reduced by 50% for the first ten months of the lease term to assist tenant in establishing the business as a going concern. Landlord grants to Tenant the option to lease said retail space for five additional years at terms and conditions to be negotiated, provided 1) Tenant is not in default; 2) Landlord does not need the space for its own use; 3) Landlord is otherwise satisfied with Tenant's use of retail space in the previous term.

Tenant shall have the option to rent all of the additional space within the premises (1470 feet), for an additional initial monthly rate of \$.50 per square foot, or \$735.00, effective June 1, 2015 under the same terms of this master lease, meaning that the option, if exercised, shall incorporate the additional space in the remaining original ten year term and any extensions exercised, subject to the identical CPI rate increase as described herein.

Tenant shall notify the Landlord in writing ninety (90) days prior to expiration of the lease of tenant's intent to exercise any option or to not extend the lease. Failure to provide such notice is a default and a material breach of the lease and Landlord may terminate the lease on the expiration date and retake possession of the Premises with or without process of law.

Landlord and Tenant covenant and agree as follows:

1. **Rent Payment.** Tenant shall pay the base rent for the leased Premises and any additional rent provided herein without deduction or offset. Base rent shall increase annually, on each anniversary of the lease commencement for the second and each subsequent year in the same percentage of increase as the Consumer Price Index – all items – Western Urban Index for the previous twelve months. Base rent shall include all prior percentage increases. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant occupies the Premises. Additional rent means any other sums payable by Tenant to Landlord under this lease. At the end of the Lease agreement, a new Base Rent will be established. Rent not paid when due shall bear an automatic \$35.00 late fee each month if not paid by the 10th of the month due.
2. **Lease Consideration/Security Deposit.** Upon execution of the lease, Tenant shall pay base rent for the first full month of the lease term for which rent is payable. The

sum of \$425.00 paid as lease consideration for the contiguous 850 square foot building space, shall serve as lease consideration for this space as well. Landlord may apply one month's rent as lease consideration to pay the cost of performing any obligation which Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the lease consideration is applied by the Landlord, Tenant shall on demand pay the sum necessary to replenish the lease consideration to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the lease consideration shall be returned to Tenant upon termination of lease, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the term.

3. **Use.** Tenant shall use the premises as a retail outlet for fish sales and cleaning and for no other purpose without Landlord's written consent. In connection with its use, Tenant shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority and not annoy, obstruct or interfere with the rights of other tenants of the Building. Tenant, or its licensees, employees, or invitees, shall not create, maintain or permit any nuisance or allow any objectionable fumes, noise, or vibrations to be emitted from the Premises. Tenant shall not conduct any activities that will increase Landlord's insurance rates for any portion of the Building or that will in any manner degrade or damage the reputation of the Building.
4. **Equipment.** Tenant shall install in leased Premises only such *equipment as is customary for retail use* and shall not overload the floors or electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building, except as reasonably necessary to install additional telephone and electrical lines. Landlord must approve in advance the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any additional air conditioning required because of heat generating equipment or special lighting installed by Tenant shall be installed and operated at Tenant's expense.
5. **Sign.** No signs, awnings, antennas, or other apparatus shall be painted on or attached to the building or anything placed on any glass or woodwork of the premises or positioned as to be visible from the outside the premises without Landlord's written approval as to design, size, location, and color. All signs installed by Tenant shall comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware shall be removed upon termination of this lease with the sign location restored to its formal state unless Landlord elects to retain all or any portion thereof.
6. **Utilities and Services.** *Landlord shall furnish all utilities up to the Premises.* Tenant shall be responsible for paying all utility hook-up charges and monthly usage fees on separate meters as arranged by tenant. Tenant will maintain regular business hours, except holidays. Janitorial service for the common areas will be provided in accordance with the regular schedule of the Building, which schedule and service may change from time to time. Tenant shall comply with all government laws or

regulations regarding the use or reduction of use of utilities on the Premises. Interruption, limitation, curtailment, or rationing of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease, but Landlord shall take all reasonable steps to correct any interruption in service. Electrical service furnished will be 110 volts unless different service already exists in the Premises. Tenant will pay all his own utility bills.

7. **Extra Usage.** If Tenant uses excessive amounts of utilities or services of any kind because of operation outside of normal Building hours, high demands from office machinery and equipment, nonstandard lighting, or any other cause, Landlord may impose a reasonable charge for supplying such extra utilities services, which charge shall be payable monthly by Tenant in conjunction with rent payments. In case of dispute over any extra charge under this paragraph, Landlord and Tenant by mutual agreement shall designate a qualified independent engineer whose decision shall be conclusive on both parties. Landlord and Tenant shall each pay one-half of the cost of such determination.

8. **Maintenance and Repair.**

- a. Tenant is at all times during the term of this lease, and at Tenant's sole cost and expense, obligated to keep the entire of the Premises and every part thereof in good condition and repair; ordinary wear and tear and damage to the Premises by earthquake, act of God, or the elements excepted. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Premises or any part thereof, except as hereinafter listed. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord shall have no liability for interference with Tenant's use because of repairs and installations. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or otherwise eviction of Tenant. Repair of damage caused by negligent or intentional acts or breach by this lease by Tenant, its employees or invitees shall be at Tenant's expense.

- b. **Landlord's Obligations.** The following shall be the responsibility of Landlord:

- (1) Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, floor slabs, and foundation.
- (2) 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.

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

(4) Repair of the heating system other than ordinary maintenance.

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

(1) Except for defects in installation, for the whole lease term, repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, and wiring and plumbing from the point of entry to the Premises.

(2) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 13 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 8.b.

(3) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations of any public authority.

(4) All other repairs to the premises which Landlord is not required to make under Section 8.b.

(5) If Tenant fails to perform Tenant's obligations under this paragraph 8.c or under any other paragraph of this Lease, Landlord may enter upon the Premises after ten (10) days' prior written notice to Lessee (except in case of emergency, in which no notice shall be required), perform such obligations on Tenant's behalf and put the Premises in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law shall be due and payable as additional rent to Landlord together with Tenant's next Base Rent installment.

(6) On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices. Tenant shall repair any damage to the Premises otherwise stated in this Lease. Tenant shall leave the air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing and fencing on the Premises in good operating condition.

9. Alterations. Tenant shall not make any alterations, additions, or improvements to the premises, change the color of the interior, or install any wall or floor covering without landlord's prior written consent. Any such additions, alterations, or improvements,

except for removable machinery and unattached movable trade fixtures, and approved additions shall at once become part of the realty and belong to the Landlord. Landlord may at its option require that tenant remove any alterations and restore the premises to the original condition upon termination of this lease. Landlord shall have the right to approve the contractor used by Tenant for any work in the premises, and to post notices of non-responsibility in connection with any work being performed by Tenant in the Premises.

10. **Indemnity.** Tenant shall not allow any liens to attach to the Building or Tenant's interest in the Premises as a result of its activities. In the event that a materialman, mechanic's, or other lien is filed, or a claim of lien is made for work claimed to have been done for Tenant, Landlord will have the option in his sole discretion of requiring Tenant to post a Surety Bond within ten (10) days at Tenant's expense or to pay and discharge the lien, and Tenant agrees to reimburse Landlord promptly upon demand. These Landlord remedies are not exclusive as Landlord has other remedies as provided by law including requiring Tenant to pay for Landlord's attorney fees and costs relating to any such lien. Tenant hereby waives all claims against Landlord for damage to any property or injury, illness, or death of any person in, upon, or about the Premises and/or the Building arising at any time and from any cause whatsoever than solely by reason of the negligence or willful act of Landlord, its officers, employees, or agents. Tenant shall hold Landlord harmless from and defend Landlord against any and all claims or liability for damage to any property or injury, illness, or death of any person (a) occurring in or on the Premises or any part thereof arising at any time and from any cause whatsoever other than solely by reason of the negligence or willful act of Landlord, its officers, employees, or agents; or (b) occurring in, on, or about any part of the Building other than the Premises when such damage, injury, illness, or death shall be caused in whole or in part by the act, neglect, omission, or fault of Tenant, its agents, servants, employees, invitees, or licensees (including, without limitation, when such damage, injury, illness, or death shall have been caused in part by Landlord, its officers, employees, or agents.) Landlord shall have no liability to Tenant because of loss or damage caused by the acts or omissions of other tenants of the Building, or by third parties. The provisions of this paragraph shall survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

11. **Insurance.** Tenant shall carry liability insurance and fire insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage, which insurance shall have an endorsement naming Landlord and Landlord's agent, if any, as additional insured and additional loss payee and covering the liability insured under Paragraph 11 of this Lease. Tenant shall furnish a certificate evidencing such insurance which shall state that the coverage shall not be cancelled or materially changed without ten (10) days advance notice to Landlord and Landlord's agent, if any, and a renewal certificate shall be furnished at least ten (10) days prior to expiration of any policy. Tenant shall be responsible to Landlord, and shall reimburse and hold Landlord harmless for any bodily injury, fire, or property damage not covered by insurance.

12. **Exemption of Landlord from Liability.** Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invites, customers, or any other person in or about the Premises or the Port, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Port, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other Tenant, occupant or user of the Port, nor from the failure of Landlord to enforce the provisions of any other lease of the Port.
13. **Major Damage.** Major damage means damage by fire or other casualty to the Building or Premises that causes the Premises or any substantial portion of the Building to be unusable, or which will cost more than twenty-five percent (25%) of the pre-damage value of the Building to repair, or which is not covered by insurance. In case of major damage, Landlord or Tenant may elect to terminate this lease by notice in writing to the other party within thirty (30) days after such date. If this lease is not terminated following major damage, or if damage occurs that is not major damage, Landlord shall promptly restore the Premises to the condition existing just prior to the damage, with the exception of damage to Tenant improvements. Restoration of any Tenant improvements or alterations installed by Tenant, and in costs thereof, shall be the responsibility of the Tenant. Rent shall be reduced from the date of damage until the date restoration work being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Premises not useable by Tenant.
14. **Waiver of Subrogation.** Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises and any alterations or Tenant improvements it has made to the Premises. Neither Landlord nor Tenant shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claims by one party's insurance carrier against the other party arising out of any such loss.
15. **Eminent Domain.** If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Building or a portion sufficient to render the Premises unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that possession is taken by the condemning authority; provided, however, that a condition to the exercise by Tenant of such right to

terminate shall be that the portion of the Premises taken shall be of such extent and nature as to substantially handicap, impede, or impair Tenant's use of the balance of the Premises. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord, and Tenant shall have no claims against Landlord or the condemnation award because of the taking.

16. Assignment and Subletting. This lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant shall not assign its interest under this lease or sublet all or any portion of the Premises without first obtaining Landlord's consent in writing. This provision shall apply to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this lease and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Landlord shall not unreasonably withhold its consent to any assignment, or to subletting provided the subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the Building for comparable space and the proposed Tenant has been approved by Landlord in writing. A new base rent may be established for the remainder of the lease at the sole option of the Landlord. If Tenant proposes a subletting or assignment to which Landlord is required to consent under this paragraph, Landlord shall have the option of terminating this lease and dealing directly with the proposed sub-tenant or assignee, or any third party. If an assignment or subletting is permitted, any cash profit, or the net value of any other consideration received by Tenant as a result of such transaction shall be paid to Landlord promptly following its receipt by Tenant. Tenant shall pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney fees.

17. Parking. The premises have no reserved parking spaces.

18. Default. Any of the following shall constitute a default by Tenant under this lease:

- a. Tenant's failure to pay rent or any other charge under this lease within ten (10) days after its due, or failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this lease.
- b. Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for Tenant's property.
- c. Assignment or subletting by Tenant in violation of Paragraph 16 above.

- d. Vacation or abandonment of Premises without the written consent of Landlord.
- e. If this Lease is levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days.

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

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

20. Regulations. Landlord shall have the right (but shall not be obligated) to make, revise, and enforce regulations or policies consistent with this lease for the purpose of promoting safety, order, economy, cleanliness, and good service to all Tenants of the Building. All such regulations and policies shall be complied with as if part of this lease.

21. Access. During times other than normal Building hours Tenant's officers and employees or those having business with Tenant may be required to identify

themselves or show passes in order to gain access to the Building. Landlord shall have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord shall have the right to enter upon the Premises at any time by passkey or otherwise to determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs to the Building or the Premises, or to show the Premises to any prospective tenant or purchasers. Except in case of emergency such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by Tenant.

22. **Furniture and Bulky Articles.** Tenant shall move furniture and bulky articles in and out of the Building or make independent use of the elevators only at times approved by Landlord following at least twenty-four (24) hours written notice to Landlord of the intended move. Landlord will not unreasonably withhold its consent under this paragraph.
23. **Notices.** Notices to the parties relating to the lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Premises. Rent shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.
24. **Subordination.** This lease shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Building. At Landlord's option this lease shall be subject and subordinate to any future encumbrance hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.
25. **Transfer of Building.** If the Building is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the Landlord under this lease, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.
26. **Estoppel.** Either party will within twenty (20) days after notice from the other execute, acknowledge and deliver to the other party a certificate whether or not this lease has been modified and is in full force and effect, whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease.

Unresolved good faith disputes between Landlord and Tenant shall be resolved pursuant to mandatory binding arbitration.

27. **Attorney's Fees.** In any litigation or arbitration arising out of this lease, the prevailing party shall be entitled to recover attorney fees at trial, on any appeal, or in any other proceeding.
28. **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all terms of this lease, it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord. Landlord shall have no liability to Tenant for loss or damages arising out of the acts of other tenants of the Building or third parties, nor any liability for any reason which exceeds the value of its interest in the Building.
29. **Complete Agreement.** This lease and the attached Addenda and floor plan, if any, constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein. Any modification to this Lease agreement must be in writing and signed by both parties.
30. **Nonwaiver.** Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
31. **Real Property Taxes.**
- a. **Payment of Taxes.** Tenant shall pay the real property tax, as defined in paragraph 31.c, applicable to Tenant's portion of the Port as represented by the Lease.
 - b. **Additional Improvements.** Tenant shall be responsible for paying Tenant's share of any increase in real property tax specified in the Tax Assessor's records and work sheets as being caused by additional improvements placed upon the Port by other Tenants or by Landlord for the exclusive enjoyment of such other Tenants.
 - c. **Definition of "Real Property Tax".** As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.

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

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

34. **Security Measurers.** Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the tenant, Premises or the Port. Tenant assumes all responsibility for the protection of Tenant, its agents, and invitees and the property of Tenant from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option from providing security protection for the Port or any part thereof.

35. This Lease is not subject to any implied warranties, but is leased "as is".

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

LANDLORD:
Port of Brookings Harbor

By:

Name: Roy Davis

Title: Chairman

Date: 4-20-15

TENANT:

By:

Name: Pacific Ocean Harvesters, LLC

By: Russell Burkman, President

Title: Owner

Date:

Address: _____

Phone No. 541-251-3643



184



185



186



187

PACIFIC OCEAN HARVESTERS
SEAFOOD MARKET
Live Seafood • Freezer Space
Fish & Marine Food Services

OPEN

189





NEW BUSINESS AGENDA ITEM

DATE: *November 21, 2017*
RE: *Public Surplus – Reserve Amounts and Accepting Bids*
TO: *Port of Brookings Harbor, Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

BACKGROUND

- Staff has run into an issue with lien amounts and the worth of a vessel currently in Port possession.
 - i. The scenario:
 - A vessel has been seized due to non-payment. The total amount owed to the Port, including the lien amount and any current charges, equals \$5,000.00. When posting an auction online, we set two amounts: the starting/minimum bid amount and the reserve amount.
 - The purpose of a reserve amount is to keep our options open. If the auction closes with a final bid that is lower than the reserve price, the Port is not obligated to sell, however we can accept the lower offer if we choose. For example: Let's say we list a vessel for sale on the auction site. We set a reserve price of the actual amount owed (\$5,000.00) and we set a minimum bid of \$1,000.00. When the auction closes, the last bid received was \$3,000.00.
 - At this point, the Port has the option to either a) accept the lower offer of \$3,000.00 or b) re-list the item and start over.
 - Though the Port is not obligated to accept an offer lower than the reserve, neither is the final bidder obligated to fulfill their lower bid. A bidder is only obligated to complete the transaction when they have met the reserve price. If the Port does opt to relist an item to get closer to the reserve price, but consistently receives lower offers, it may wish to lower the reserve to the trending amount, so as to "lock-in" bidders with a met reserve price.
- The question is: for foreclosed vessels, what percentage or difference in price with regard to the actual amount owed (reserve), is the Port willing to accept?
- Some vessels may never reach the amount owed to the Port. The Port could accept the highest amount and then remaining amount would go to collections. At some point, the amount may need to be written off the books.

DOCUMENTS

- None

COMMISSIONERS ACTION

- Board decision for port manager to proceed.

NEW BUSINESS AGENDA ITEM

DATE: *November 21, 2017*
RE: *Port Audit FY 2016-17 - Draft*
TO: *Port of Brookings Harbor, Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

BACKGROUND

- Draft Port Audit Fiscal Year 2016-17 may not be ready for review until November 21, 2017.
- Goal this year to complete the Port Audit on time (before December 31, 2017).

DOCUMENTS

- None at this time. Hope to have the draft before November 21. Worst case, hold a special meeting to review and approve the draft after this month regular commissioner meeting.

COMMISSIONERS ACTION

- Board approval of draft Port Audit FY 2016-17.

NEW BUSINESS AGENDA ITEM

DATE: *November 21, 2017*
RE: *Christmas Bonus*
TO: *Port of Brookings Harbor, Board of Commissioners*
ISSUED BY: *Angi Christian, Port Commissioner President*

BACKGROUND

- Port staff has received very modest Christmas gift card valued at \$75 and cash bonus \$125 for their hard work and dedicated effort keeping the Port functioning from the Port Manager.

DOCUMENTS

- None

COMMISSIONERS ACTION

- None

NEW BUSINESS AGENDA ITEM

DATE: *November 21, 2017*
RE: *Bounders Crab Shack Lease / Moorage Renewal*
TO: *Port of Brookings Harbor, Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

BACKGROUND

- Pre-notice for moorage renewals are being done now for January 2018.
- Existing Crab Shack on the main dock between N and O docks renewal is due January 2018.
- Past management and staff used a moorage license agreement and vending permit for the business to operate on the dock.
- Port has no infrastructure in place to handle product waste from the business. Port staff has not found electrical meter for the facility, so no electrical usage has been billed.
- Port has no record of approving a fillet station that is located on the dock.
- Port has no record of any permits allowing the business to operate in its current condition.

DOCUMENTS

- None

COMMISSIONERS ACTION

- Board decision to continue having Bounders Crab Shack on a moorage agreement. If yes, what is the rate? Does the Port enforce all applicable State and Federal laws to operate?
- Board decision to create a lease agreement with stipulations of following all applicable State and Federal laws to operate.
- Board decision on handling water and electrical charges, if operations allowed to continue.
- Board decision to remove Bounders Crab Shack until proper infrastructure is in place.

NEW BUSINESS AGENDA ITEM

DATE: *November 21, 2017*
RE: *Roy Davis and Joe Speir Lease*
TO: *Port of Brookings Harbor, Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

BACKGROUND

- Board approved Roy Davis and Joe Speir shop lease in May 2017, but the lease was never signed by either party.
- New lease was drafted using the most current lease language.

DOCUMENTS

- Draft Roy Davis and Joe Speir Shop Lease, 20 pages

COMMISSIONERS ACTION

- Board approval of draft lease renewal as presented.

DRAFT

COMMERCIAL LEASE AGREEMENT

This lease is made and entered into at Brookings, Oregon this 1st day of November, 2017, by and between the **Port of Brookings Harbor** (the Landlord) and **Roy Davis and Joe Speir** (the Tenant).

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

- a. A commercial storage space, as shown in Exhibit "A", "B" and "C", attached hereto and incorporated herein by this reference (the "Leased Premises").

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

- a. Landlord hereby leases to Tenant approximately 1,361 square-feet of commercial shop space, (the Leased Premises, as shown in Exhibit A, B & C), located at 16060 Lower Harbor Road, Brookings, Oregon. The Leased Premises contains One Thousand Three Hundred Sixty-One (1,361) square feet of shop commercial space. The Base Rental for the Leased Premises shall be as follows:

1. The rental rate for the commercial shop space shall be \$0.50 per square foot per month for a total of Six Hundred Eighty and 50/100 Dollars per month (\$680.50;

The initial term of this lease shall be for a term of three (3) years commencing November 1, 2017 and continuing through October 31, 2018.

The total Base Rental for the Leased Premises shall be Six Hundred Eighty and 50/100 Dollars (\$680.50) per month, as calculated above, payable on the first day of each month commencing November 1, 2017.

- b. Landlord grants to Tenant the option to renew this lease in whole or in part of the Leased Premises, for one (1) additional three (3) year term at terms and conditions to be negotiated, provided Tenant a) is not in default of this lease at the time the option is exercised and b) Landlord does not need the ground for its own use and c) Landlord is otherwise satisfied with Tenant's use of the leased premises during the

initial term. The parties agree to negotiate in good faith with respect to the renewal terms and conditions on terms at least as favorable as those offered to any other tenant of Landlord at the time.

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

- 3. **Base Rent Payment.** Tenant shall pay the base rent for the leased Premises and any additional rent provided herein without deduction or offset. The Base rent shall increase annually, on each anniversary of the lease commencement for the second and each subsequent year, according to the Consumer Price Index for All Urban Consumers (CPI-U). The Base Rent increase shall be for the total amount of the Base Rent due. Base rent shall include all prior percentage increases.

Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant occupies the Premises.

Additional rent means any other sums payable by Tenant to Landlord under this lease. At the end of the Lease agreement, a new Base Rent will be established. Should any rent or other payment required of Tenant by this lease not be paid within 10 days after it is due, a late charge of 1.5% per month (18% per annum) will be assessed. In the event, suit or action is instituted to collect any amount owed on this account, the undersigned applicant agrees to pay any reasonable attorney fees, collection agency fees and any other costs associated with such action. A \$50.00 fee will be assessed on any Returned payment.

- 4. **Lease Consideration/Security Deposit.** Upon execution of the lease, Tenant base rent is due the first day of the month of the lease term for which rent is payable. Tenant is required to pay a security deposit in the sum of \$680.50. Landlord may apply the security deposit to pay the cost of performing any obligation which Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the security deposit is applied by the Landlord, Tenant shall on demand pay the sum necessary to replenish the

security deposit to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the security deposit shall be returned to Tenant upon termination of this lease, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the term.

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

separately. Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Leased Premises. Unless caused by Landlord's negligence or intentional act, interruption, limitation, curtailment, or rationing of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease, and Landlord shall take all reasonable steps to correct any interruption in service.

9. Maintenance and Repair - Tenant

- a. Tenant is at all times during the term of this lease, and at Tenant's sole cost and expense, obligated to keep the entire of the Leased Premises and every part thereof in good condition and repair; ordinary wear and tear and damage to the Leased Premises by earthquake, act of God, or the elements excepted. Subject only to the provisions contained in Section 10 herein, Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Leased Premises or any part thereof. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord shall have no liability for interference with Tenant's use because of repairs and installations. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or otherwise eviction of Tenant. Repair of damage caused by negligent or intentional acts or breach by this lease by Tenant, its employees or invitees shall be at Tenant's expense.
- b. Tenant shall be responsible for any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except repairs that would otherwise be the responsibility of Landlord under Section 10 or Section 15.
- c. Tenant is responsible for all other repairs to the Leased Premises which Landlord is not required to make under Section 10 or Section 15.
- d. If Tenant fails to perform Tenant's obligations under this Section 9 or under any other Section of this lease, Landlord may enter upon the affected portion of the Leased Premises after ten (10) days' prior written notice to Tenant (except in

case of emergency, in which no notice shall be required), perform such obligations on Tenant's behalf and put the Leased Premises in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law shall be due and payable as additional rent to Landlord together with Tenant's next Base Rent installment.

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

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

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

g. Repair and maintenance of existing exterior water, sewage, gas and electrical services up the point of entry to the leased Building.

11. **Alterations.** Tenant shall not make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent. Any such additions, alterations, or improvements, except for removable machinery and trade fixtures, and approved additions shall at once become part of the realty and belong to the Landlord. Landlord may at its option require that Tenant remove any alterations and restore the Leased Premises to the original condition upon termination of this lease. Landlord shall have the right to approve the contractor used by Tenant for any work in the Leased Premises, and to post notices of non-responsibility in connection with any work being performed by Tenant in the Leased Premises. Any approved tenant improvement costs to building structure or Port infrastructure within the Lease Premises may be credited up to 50% of the base lease rate.
12. **Indemnity.** Tenant shall not allow any liens to attach to the Lease Premises, or Tenant's interest in the Leased Premises, as a result of Tenant's activities. In the event that a materialman, mechanic's, or other lien is filed, or a claim of lien is made for work claimed to have been done for Tenant, Landlord will have the option in its sole discretion of requiring Tenant to post a Surety Bond within ten (10) days at Tenant's expense or to pay and discharge the lien, and Tenant agrees to reimburse Landlord promptly upon demand. These Landlord remedies are not exclusive as Landlord has other remedies as provided by law including requiring Tenant to pay for Landlord's attorney fees and costs relating to any such lien.

Except as otherwise provided herein, Tenant hereby waives all claims against Landlord for damage to any property or injury, illness, or death of any person in, upon, or about the Leased Premises arising at any time and from any cause whatsoever other than solely by reason of the predominant negligence or willful act of Landlord, its officers, employees, or agents. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims or liability for damage to any property or injury, illness, or death of any person (a) occurring in or on the Leased Premises or any part thereof arising at any time and from any cause whatsoever other than solely by reason of the predominant negligence or willful act of Landlord, its officers, employees, or agents; or (b) occurring in, on, or about any part of the Leased Premises when such damage, injury, illness, or death shall be caused in whole or in part

by the act, neglect, omission, or fault of Tenant, its agents, servants, employees, invitees, or licensees (including, without limitation, when such damage, injury, illness, or death shall have been caused in part by Landlord, its officers, employees, or agents.) Landlord shall have no liability to Tenant because of loss or damage caused by the acts or omissions of other tenants of Landlord, or by third parties. The provisions of this paragraph shall survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

- 13. Insurance.** Tenant shall carry liability insurance with limits of not less than Two Million Dollars (\$2,000,000) insurance, shall have an endorsement naming Landlord as an additional insured and covering the liability insured under Paragraph 16 of this Lease.

Tenant shall furnish a certificate evidencing such insurance which shall state that the coverages required below shall not be cancelled or materially changed without fifteen (15) days advance notice to Landlord.

Leases / Tenants

General Liability, Each Occurrence	\$2,000,000
Damage to Rented Premises (each occurrence).....	\$ 300,000
Medical Expenses (any one person).....	\$ 5,000
Personal and Adverse Injury.....	\$2,000,000
General Aggregate.....	\$2,000,000
Products - Comp/Op Aggregate.....	\$2,000,000

- 14. Exemption of Landlord from Liability.** Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invites, customers, or any other person in or about the Leased Premises or the Port, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, wires or lighting fixtures, or

from any other cause, whether said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Port, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, unless such injury and/or damage results from the predominant negligence or willful acts of Landlord. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, occupant or user of the Port, nor from the failure of Landlord to enforce the provisions of any other lease of the Port.

15. **Major Damage.** Major damage means damage by fire or other casualty to the Leased Premises that causes the Leased Premises or any substantial portion of the Leased Premises to be unusable, or which will cost more than twenty-five percent (25%) of the pre-damage value of the Leased Premises to repair, or which is not covered by insurance. In case of major damage, Landlord or Tenant may elect to terminate this lease by notice in writing to the other party within thirty (30) days after such date. If this lease is not terminated following major damage, or if damage occurs that is not major damage, Landlord shall promptly restore the Leased Premises to the condition existing just prior to the damage, with the exception of damage to Tenant improvements. Restoration of any Tenant improvements or alterations installed by Tenant, and the costs thereof, shall be the responsibility of the Tenant. Rent shall be reduced from the date of damage until the date restoration work being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Leased Premises not useable by Tenant.
16. **Waiver of Subrogation.** Tenant shall be responsible for insuring its personal property and trade fixtures located on the Leased Premises and any alterations or Tenant improvements it has made to the Leased Premises. Neither Landlord nor Tenant shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claims by one party's insurance carrier against the other party arising out of any such loss.
17. **Eminent Domain.** If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Leased Premises or a portion sufficient to render the Leased Premises unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that possession is taken by the

condemning authority; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as to substantially handicap, impede, or impair Tenant's use of the balance of the Leased Premises for the purpose intended. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Leased Premises caused by the taking. All condemnation proceeds shall belong to Landlord, and Tenant shall have no claims against Landlord or the condemnation award because of the taking.

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

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

19. Default.

- a. Any of the following shall constitute a default by Tenant under this lease:
1. Tenant's failure to pay rent or any other charge under this lease within ten (10) days after its due, or failure to comply with any other term or condition within twenty (20) days following written notice from

Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this lease.

2. Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for Tenant's property.
3. Assignment or subletting by Tenant in violation of Section 18 above.
4. Vacation or abandonment of the Leased Premises for more than three (3) months without the written consent of Landlord.
5. If this Lease is levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days.

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

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

- b. Landlord may recover all damages caused by Tenant's default which shall include an amount equal to rentals lost because of the default, all attorney fees and costs. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured by the difference between the rent under this lease and the reasonable rental value of the Leased Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rate on judgments.
 - c. Landlord may make any payment or perform any obligation which Tenant has failed to perform, in which case Landlord shall be entitled to recover from Tenant upon all demand all amounts so expended plus interest from the date of the expenditure at the rate of one and one-half percent (1.5%) per month. Any such payment or performance by Landlord shall not waive Tenant's default.
21. **Regulations.** Landlord shall have the right (but shall not be obligated) to make, revise, and enforce commercially reasonable regulations or policies consistent with this lease for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Landlord, provided that if Landlord passes a regulation or policy that interferes with Tenant's quiet enjoyment or unreasonably interferes with Tenant's use of the Leased Premises, then Tenant may terminate this lease. All such regulations and policies shall be complied with as if part of this lease.
22. **Access.** During times, other than normal business hours Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Leased Premises. In such event, Landlord shall have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord shall have the right to enter upon the Leased Premises at any time by passkey or otherwise to determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs to the Leased Premises, or to show the Leased Premises to any prospective tenant or purchasers. Except in case of emergency such entry shall be with at least 24 hours prior notice and at such times and in such manner as to minimize interference with the reasonable business use of the Leased Premises by Tenant.

23. **Notices.** Notices to the parties relating to the lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Leased Premises. Rent shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.
24. **Subordination.** This lease shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Leased Premises. At Landlord's option this lease shall be subject and subordinate to any future encumbrance hereafter placed against the Leased Premises (including the underlying land) or any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the beholder of the encumbrance to evidence this subordination.
25. **Transfer of Premises.** If the Leased Premises is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the Landlord under this lease, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.
26. **Estoppel.** Either party will within twenty (20) days after notice from the other execute, acknowledge and deliver to the other party a certificate whether or not this lease has been modified and is in full force and effect, whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease. Unresolved good faith disputes between Landlord and Tenant shall be resolved pursuant to mandatory binding arbitration as provided herein.
27. **Attorney's Fees.** In the event, any action, suit, arbitration or other proceeding shall be instituted by either party to this Lease to enforce any provision of this Lease or any matter arising therefrom

or to interpret any provision of this Lease, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the Court or Arbitrator(s). In addition to recovery of a reasonable attorney fee, the prevailing party shall be entitled to recover from the other costs and disbursements, including all costs of Arbitration and the Arbitrator(s) fees, and expert witness fees, as fixed by the Court or tribunal in which the case is heard.

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

28. **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all material terms of this lease, it shall be entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord shall have no liability to Tenant for loss or damages arising out of the acts of other tenants of Port property or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises.
29. **Complete Agreement.** This lease and the attached Exhibits constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein. Any modification to this lease must be in writing and signed by both parties.
30. **Nonwaiver.** Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
31. **Real Property Taxes.**

- a. **Payment of Taxes.** Tenant shall pay the real property tax, if any, as defined in paragraph 31.c. below applicable to Tenant's portion of the Port as represented by the lease.
 - b. **Additional Improvements.** Tenant shall be responsible for paying Tenant's share of any increase in real property tax specified in the Tax Assessor's records and work sheets as being caused by additional improvements placed upon the Leased Premises by Tenant or by Landlord for the use by Tenant.
 - c. **Definition of "Real Property Tax".** As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.
32. **Severability.** The invalidity of any provision of this lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions herein.
33. **Time of Essence.** Time is of the essence with respect to the obligations to be performed under this Lease.
34. **Security Measures.** Each party acknowledges that they shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the other party or their property. Each party assumes all responsibility for the protection of itself, its agents and invitees and its property from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option from providing security protection for the Port or any part thereof.
35. **"As-is".** This lease is not subject to any implied warranties, but is leased "as is".
36. **Parking.** Landlord reserves the right to reassign parking spaces provided to Tenant at any time during the period of this lease with thirty (30) days written notice to Tenant and Tenant's consent, which shall not be unreasonably withheld.

37. Arbitration.

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

37.2 Any party asserting a claim arising out of or relating to this lease may make a written demand for arbitration. In this event, the parties shall agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a Judge of the Circuit Court of the State of Oregon for Curry County. The dispute shall be heard by the arbitrator selected within 90 days thereafter, unless the parties agree otherwise.

37.3 The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. In the event of arbitration under the provisions of this Lease, the prevailing party shall be awarded reasonable attorney fees and related costs.

37.4 If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and Judgment so the award may be entered in any court having Jurisdiction over the parties. The parties agree that all facts and other information relating to any arbitration arising under this contract shall be kept confidential to the fullest extent permitted by law.

37.5 The parties agree that the arbitrator shall have no Jurisdiction to render an award and/or Judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a Judgment may be entered on the arbitrator's award.

Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. The duty to arbitrate shall survive the cancellation or termination of this contract.

- 37.6** Service of process in connection therewith shall be made by certified mail. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate and the failure of one Party to comply with that agreement, and those issues shall be determined summarily by the court without a jury. All other issues shall be decided by the arbitrator, whose decision thereon shall be final and binding. There may be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.
- 37.7** Neither Party shall institute any legal proceeding against the other to enforce any right hereunder or for breach hereof, except that either Party may institute litigation (i) to enforce its rights of arbitration hereunder (ii) to confirm and have judgment entered upon any arbitration award issued hereunder, and (iii) to stay the running of any statute of limitation or prevent any other occurrence (including, without limitation, the passage of time) which would constitute laches, estoppel, waiver or any other such legal consequence that suit is necessary to avoid, provided, however, that neither Party shall pursue litigation under item (iii) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section 37.
- 37.8** If any dispute between the Parties arises from or in connection with any claim of litigation initiated by any third party (either as claimant, plaintiff, counterclaimant, or defendant/third Party plaintiff), then, unless the Parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section may at the option of either Party be deferred until the resolution of that third-party claim or litigation, provided, however that in the event of any such dispute in connection with a claim or litigation so initiated by a third party, either Party may at any time initiate arbitration under this Section 37 to determine prospective liability between the Parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence shall be subject to mandatory arbitration hereunder upon the demand of either Party. In the event Landlord is made a party to such claim or litigation so initiated by a third party, Owner shall select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or litigation, regardless of whether Owner is required to, or in fact does, initiate a crossclaim, counterclaim, or third-party claim under

Subclause (iii) of Subsection above, and regardless of Tenant's indemnity obligations under Section 9 above.

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

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

**PORT OF BROOKINGS-HARBOR,
Landlord**

**Roy Davis & Joe Speir,
Tenant**

By: _____

By: _____

Name: Angie Christian

Name: _____

Title: President

Title: _____

ATTEST:

Mailing Address:

By: _____

Name: _____

Phone _____

Title: _____

ROY DAVIS + JOE SPEIR

DRAFT

Exhibit A

156
385
864

1405
-44

1,361 SF

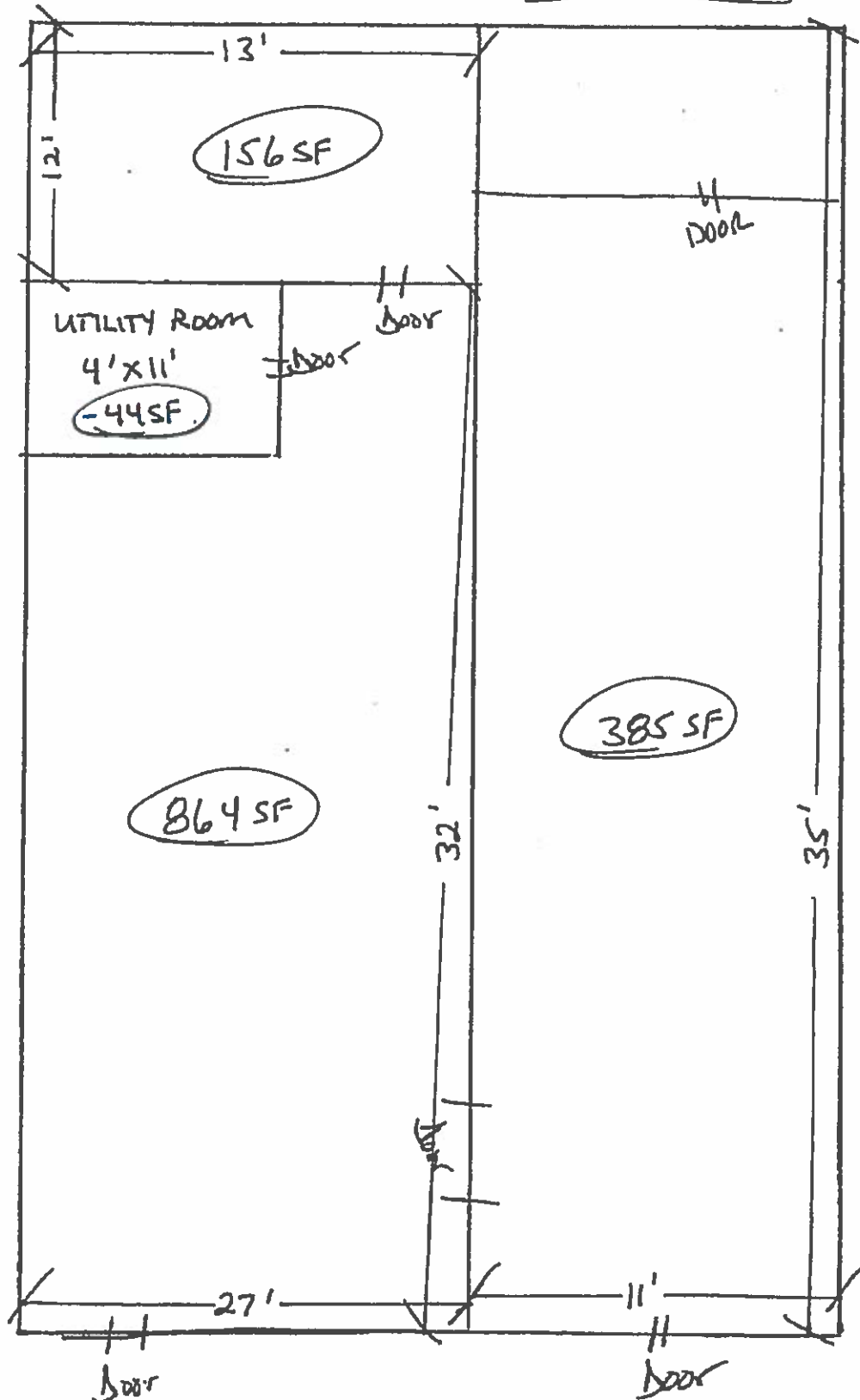
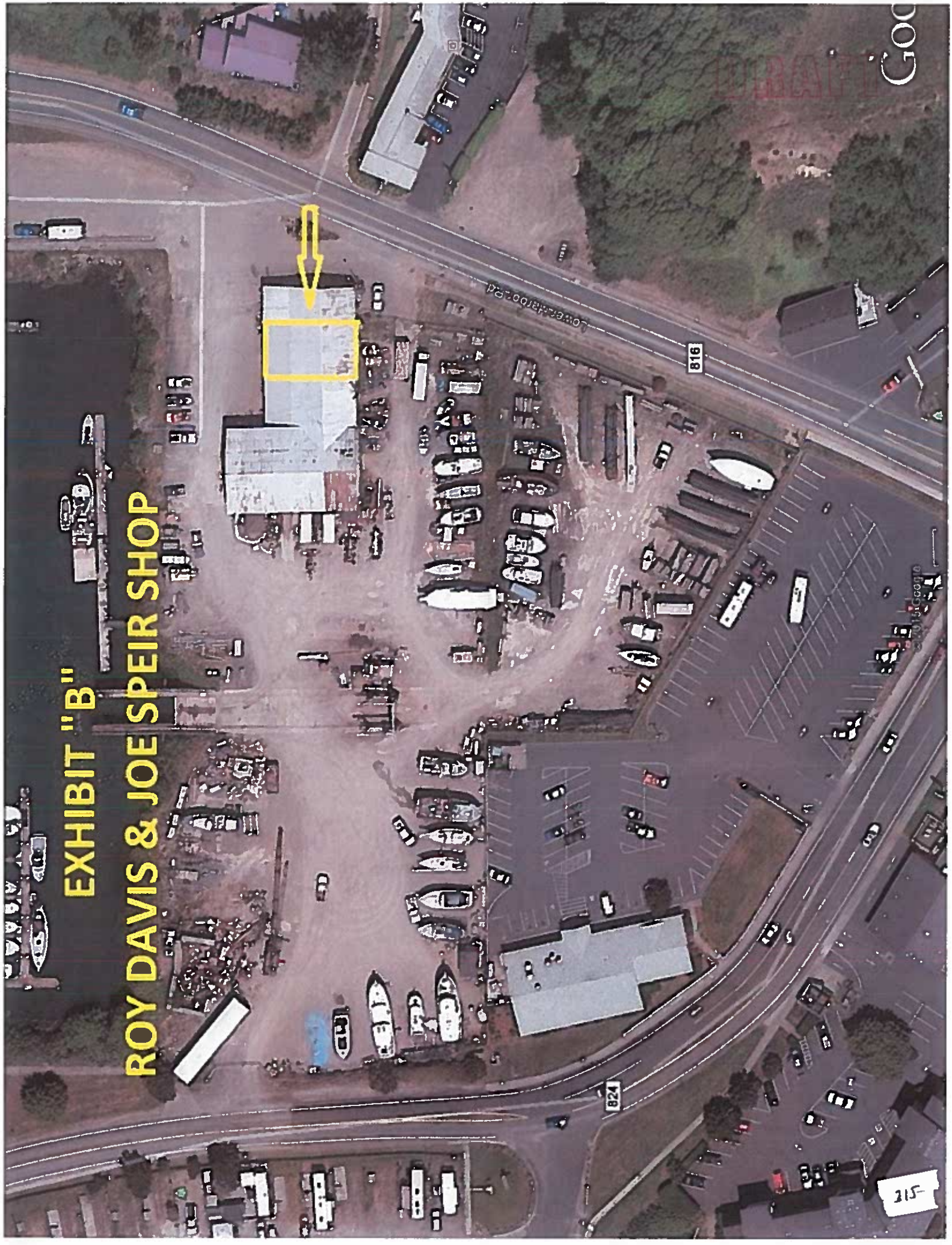


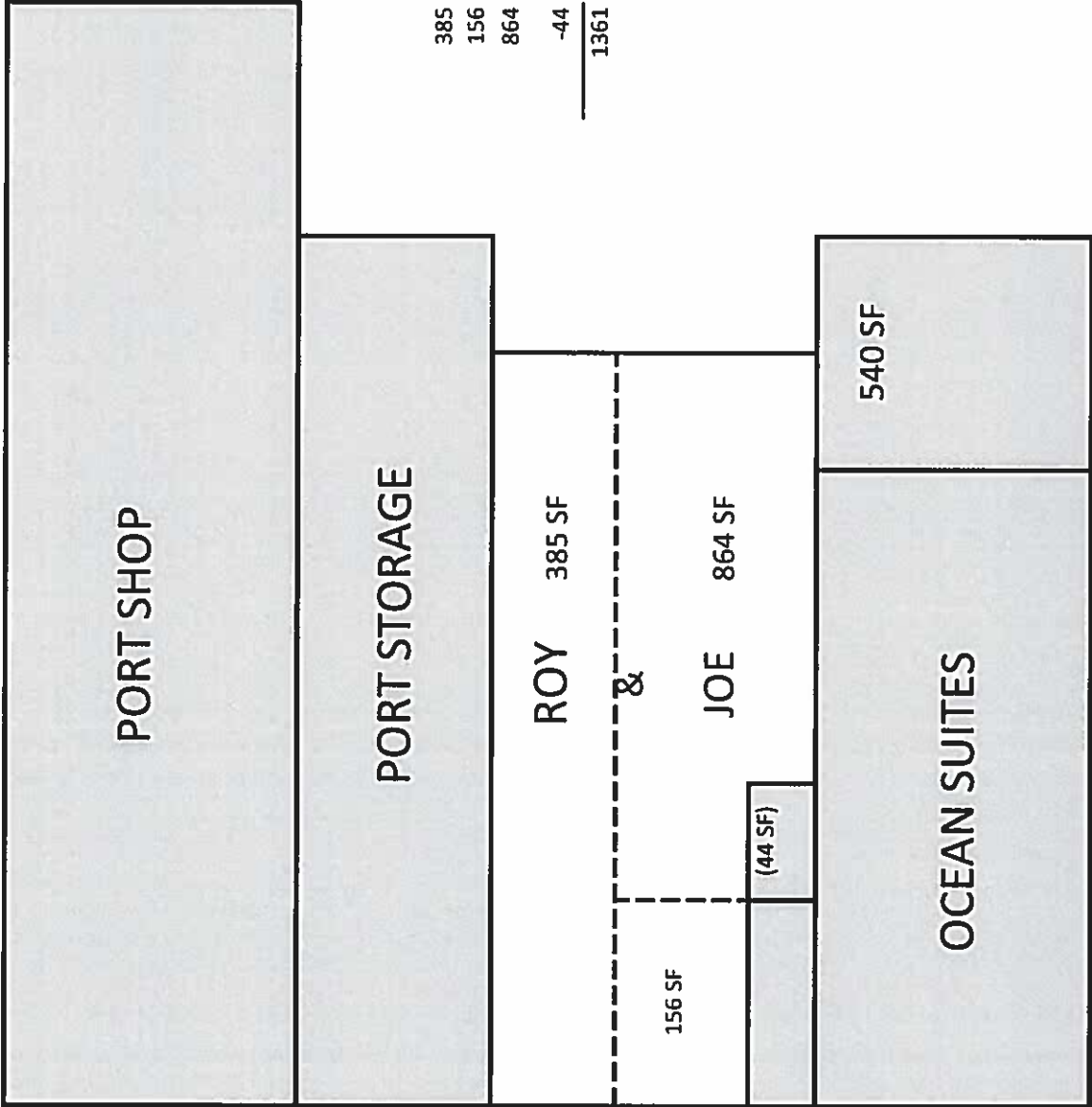
EXHIBIT "B"
ROY DAVIS & JOE SPEIR SHOP



DRAFT

Good

16060 Lower Harbor Road



DRAFT

NEW BUSINESS AGENDA ITEM

DATE: *November 21, 2017*
RE: *Joe Speir – Vessel Miss Emilie Lease*
TO: *Port of Brookings Harbor, Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

BACKGROUND

- Joe Speir requested to lease additional storage space under his name and the vessel Miss Emilie at 1-year term with option to lease 1 additional year.

DOCUMENTS

- Draft Joe Speir and Vessel Miss Emilie Storage Lease, 19 pages

COMMISSIONERS ACTION

- Board approval of draft lease as presented.

COMMERCIAL LEASE AGREEMENT

This lease is made and entered into at Brookings, Oregon this 1st day of November, 2017, by and between the **Port of Brookings Harbor** (the Landlord) and **Joe Speir – Vessel Miss Emilie** (the Tenant).

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

- a. A commercial storage space, as shown in Exhibit "A" and "B", attached hereto and incorporated herein by this reference (the "Leased Premises").

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

- a. Landlord hereby leases to Tenant approximately 540 square-feet of commercial storage space, (the Leased Premises, as shown in Exhibit A & B), located at 16060, Lower Harbor Road, Brookings, Oregon. The Leased Premises contains Five Hundred Forty (540) square feet of commercial storage space. The Base Rental for the Leased Premises shall be as follows:

1. The rental rate for the commercial storage space shall be \$0.30 per square foot per month for a total of One Hundred Sixty-Two and 00/100 Dollars per month (\$162.00);

The initial term of this lease shall be for a term of one (1) year commencing November 1, 2017 and continuing through October 31, 2018.

The total Base Rental for the Leased Premises shall be One Hundred Sixty-Two and 00/100 Dollars (\$162.00) per month, as calculated above, payable on the first day of each month commencing November 1, 2017.

- b. Landlord grants to Tenant the option to renew this lease in whole or in part of the Leased Premises, for one (1) additional one (1) year term at terms and conditions to be negotiated, provided Tenant a) is not in default of this lease at the time the option is exercised and b) Landlord does not need the ground for its own use and c) Landlord is otherwise satisfied with Tenant's use of the leased premises during the

initial term. The parties agree to negotiate in good faith with respect to the renewal terms and conditions on terms at least as favorable as those offered to any other tenant of Landlord at the time.

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

3. **Base Rent Payment.** Tenant shall pay the base rent for the leased Premises and any additional rent provided herein without deduction or offset. The Base rent shall increase annually, on each anniversary of the lease commencement for the second and each subsequent year, according to the Consumer Price Index for All Urban Consumers (CPI-U). The Base Rent increase shall be for the total amount of the Base Rent due. Base rent shall include all prior percentage increases.

Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant occupies the Premises.

Additional rent means any other sums payable by Tenant to Landlord under this lease. At the end of the Lease agreement, a new Base Rent will be established. Should any rent or other payment required of Tenant by this lease not be paid within 10 days after it is due, a late charge of 1.5% per month (18% per annum) will be assessed. In the event, suit or action is instituted to collect any amount owed on this account, the undersigned applicant agrees to pay any reasonable attorney fees, collection agency fees and any other costs associated with such action. A \$50.00 fee will be assessed on any Returned payment.

4. **Lease Consideration/Security Deposit.** Upon execution of the lease, Tenant base rent is due the first day of the month of the lease term for which rent is payable. Tenant is required to pay a security deposit in the sum of \$162.00. Landlord may apply the security deposit to pay the cost of performing any obligation which Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the security deposit is applied by the Landlord, Tenant shall on demand pay the sum necessary to replenish the

security deposit to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the security deposit shall be returned to Tenant upon termination of this lease, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the term.

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

separately. Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Leased Premises. Unless caused by Landlord's negligence or intentional act, interruption, limitation, curtailment, or rationing of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease, and Landlord shall take all reasonable steps to correct any interruption in service.

9. Maintenance and Repair - Tenant

- a. Tenant is at all times during the term of this lease, and at Tenant's sole cost and expense, obligated to keep the entire of the Leased Premises and every part thereof in good condition and repair; ordinary wear and tear and damage to the Leased Premises by earthquake, act of God, or the elements excepted. Subject only to the provisions contained in Section 10 herein, Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Leased Premises or any part thereof. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord shall have no liability for interference with Tenant's use because of repairs and installations. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or otherwise eviction of Tenant. Repair of damage caused by negligent or intentional acts or breach by this lease by Tenant, its employees or invitees shall be at Tenant's expense.
- b. Tenant shall be responsible for any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except repairs that would otherwise be the responsibility of Landlord under Section 10 or Section 15.
- c. Tenant is responsible for all other repairs to the Leased Premises which Landlord is not required to make under Section 10 or Section 15.
- d. If Tenant fails to perform Tenant's obligations under this Section 9 or under any other Section of this lease, Landlord may enter upon the affected portion of the Leased Premises after ten (10) days' prior written notice to Tenant (except in

case of emergency, in which no notice shall be required), perform such obligations on Tenant's behalf and put the Leased Premises in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law shall be due and payable as additional rent to Landlord together with Tenant's next Base Rent installment.

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

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

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

g. Repair and maintenance of existing exterior water, sewage, gas and electrical services up the point of entry to the leased Building.

11. Alterations. Tenant shall not make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent. Any such additions, alterations, or improvements, except for removable machinery and trade fixtures, and approved additions shall at once become part of the realty and belong to the Landlord. Landlord may at its option require that Tenant remove any alterations and restore the Leased Premises to the original condition upon termination of this lease. Landlord shall have the right to approve the contractor used by Tenant for any work in the Leased Premises, and to post notices of non-responsibility in connection with any work being performed by Tenant in the Leased Premises. Any approved tenant improvement costs to building structure or Port infrastructure within the Lease Premises may be credited up to 50% of the base lease rate.

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

Except as otherwise provided herein, Tenant hereby waives all claims against Landlord for damage to any property or injury, illness, or death of any person in, upon, or about the Leased Premises arising at any time and from any cause whatsoever other than solely by reason of the predominant negligence or willful act of Landlord, its officers, employees, or agents. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims or liability for damage to any property or injury, illness, or death of any person (a) occurring in or on the Leased Premises or any part thereof arising at any time and from any cause whatsoever other than solely by reason of the predominant negligence or willful act of Landlord, its officers, employees, or agents; or (b) occurring in, on, or about any part of the Leased Premises when such damage, injury, illness, or death shall be caused in whole or in part

by the act, neglect, omission, or fault of Tenant, its agents, servants, employees, invitees, or licensees (including, without limitation, when such damage, injury, illness, or death shall have been caused in part by Landlord, its officers, employees, or agents.) Landlord shall have no liability to Tenant because of loss or damage caused by the acts or omissions of other tenants of Landlord, or by third parties. The provisions of this paragraph shall survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

- 13. Insurance.** Tenant shall carry liability insurance with limits of not less than Two Million Dollars (\$2,000,000) insurance, shall have an endorsement naming Landlord as an additional insured and covering the liability insured under Paragraph 16 of this Lease.

Tenant shall furnish a certificate evidencing such insurance which shall state that the coverages required below shall not be cancelled or materially changed without fifteen (15) days advance notice to Landlord.

Leases / Tenants

General Liability, Each Occurrence	\$2,000,000
Damage to Rented Premises (each occurrence).....	\$ 300,000
Medical Expenses (any one person).....	\$ 5,000
Personal and Adverse Injury.....	\$2,000,000
General Aggregate.....	\$2,000,000
Products - Comp/Op Aggregate.....	\$2,000,000

- 14. Exemption of Landlord from Liability.** Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invites, customers, or any other person in or about the Leased Premises or the Port, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, wires or lighting fixtures, or

from any other cause, whether said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Port, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, unless such injury and/or damage results from the predominant negligence or willful acts of Landlord. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, occupant or user of the Port, nor from the failure of Landlord to enforce the provisions of any other lease of the Port.

15. **Major Damage.** Major damage means damage by fire or other casualty to the Leased Premises that causes the Leased Premises or any substantial portion of the Leased Premises to be unusable, or which will cost more than twenty-five percent (25%) of the pre-damage value of the Leased Premises to repair, or which is not covered by insurance. In case of major damage, Landlord or Tenant may elect to terminate this lease by notice in writing to the other party within thirty (30) days after such date. If this lease is not terminated following major damage, or if damage occurs that is not major damage, Landlord shall promptly restore the Leased Premises to the condition existing just prior to the damage, with the exception of damage to Tenant improvements. Restoration of any Tenant improvements or alterations installed by Tenant, and the costs thereof, shall be the responsibility of the Tenant. Rent shall be reduced from the date of damage until the date restoration work being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Leased Premises not useable by Tenant.
16. **Waiver of Subrogation.** Tenant shall be responsible for insuring its personal property and trade fixtures located on the Leased Premises and any alterations or Tenant improvements it has made to the Leased Premises. Neither Landlord nor Tenant shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claims by one party's insurance carrier against the other party arising out of any such loss.
17. **Eminent Domain.** If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Leased Premises or a portion sufficient to render the Leased Premises unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that possession is taken by the

condemning authority; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as to substantially handicap, impede, or impair Tenant's use of the balance of the Leased Premises for the purpose intended. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Leased Premises caused by the taking. All condemnation proceeds shall belong to Landlord, and Tenant shall have no claims against Landlord or the condemnation award because of the taking.

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

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

19. **Default.**

- a. Any of the following shall constitute a default by Tenant under this lease:
1. Tenant's failure to pay rent or any other charge under this lease within ten (10) days after its due, or failure to comply with any other term or condition within twenty (20) days following written notice from

Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this lease.

2. Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for Tenant's property.
3. Assignment or subletting by Tenant in violation of Section 18 above.
4. Vacation or abandonment of the Leased Premises for more than three (3) months without the written consent of Landlord.
5. If this Lease is levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days.

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

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

- b. Landlord may recover all damages caused by Tenant's default which shall include an amount equal to rentals lost because of the default, all attorney fees and costs. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured by the difference between the rent under this lease and the reasonable rental value of the Leased Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rate on judgments.
 - c. Landlord may make any payment or perform any obligation which Tenant has failed to perform, in which case Landlord shall be entitled to recover from Tenant upon all demand all amounts so expended plus interest from the date of the expenditure at the rate of one and one-half percent (1.5%) per month. Any such payment or performance by Landlord shall not waive Tenant's default.
21. **Regulations.** Landlord shall have the right (but shall not be obligated) to make, revise, and enforce commercially reasonable regulations or policies consistent with this lease for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Landlord, provided that if Landlord passes a regulation or policy that interferes with Tenant's quiet enjoyment or unreasonably interferes with Tenant's use of the Leased Premises, then Tenant may terminate this lease. All such regulations and policies shall be complied with as if part of this lease.
22. **Access.** During times, other than normal business hours Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Leased Premises. In such event, Landlord shall have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord shall have the right to enter upon the Leased Premises at any time by passkey or otherwise to determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs to the Leased Premises, or to show the Leased Premises to any prospective tenant or purchasers. Except in case of emergency such entry shall be with at least 24 hours prior notice and at such times and in such manner as to minimize interference with the reasonable business use of the Leased Premises by Tenant.

23. **Notices.** Notices to the parties relating to the lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Leased Premises. Rent shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.
24. **Subordination.** This lease shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Leased Premises. At Landlord's option this lease shall be subject and subordinate to any future encumbrance hereafter placed against the Leased Premises (including the underlying land) or any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the beholder of the encumbrance to evidence this subordination.
25. **Transfer of Premises.** If the Leased Premises is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the Landlord under this lease, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.
26. **Estoppel.** Either party will within twenty (20) days after notice from the other execute, acknowledge and deliver to the other party a certificate whether or not this lease has been modified and is in full force and effect, whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease. Unresolved good faith disputes between Landlord and Tenant shall be resolved pursuant to mandatory binding arbitration as provided herein.
27. **Attorney's Fees.** In the event, any action, suit, arbitration or other proceeding shall be instituted by either party to this Lease to enforce any provision of this Lease or any matter arising therefrom

or to interpret any provision of this Lease, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the Court or Arbitrator(s). In addition to recovery of a reasonable attorney fee, the prevailing party shall be entitled to recover from the other costs and disbursements, including all costs of Arbitration and the Arbitrator(s) fees, and expert witness fees, as fixed by the Court or tribunal in which the case is heard.

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

28. **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all material terms of this lease, it shall be entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord shall have no liability to Tenant for loss or damages arising out of the acts of other tenants of Port property or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises.
29. **Complete Agreement.** This lease and the attached Exhibits constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein. Any modification to this lease must be in writing and signed by both parties.
30. **Nonwaiver.** Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
31. **Real Property Taxes.**

- a. **Payment of Taxes.** Tenant shall pay the real property tax, if any, as defined in paragraph 31.c. below applicable to Tenant's portion of the Port as represented by the lease.
 - b. **Additional Improvements.** Tenant shall be responsible for paying Tenant's share of any increase in real property tax specified in the Tax Assessor's records and work sheets as being caused by additional improvements placed upon the Leased Premises by Tenant or by Landlord for the use by Tenant.
 - c. **Definition of "Real Property Tax".** As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.
32. **Severability.** The invalidity of any provision of this lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions herein.
33. **Time of Essence.** Time is of the essence with respect to the obligations to be performed under this Lease.
34. **Security Measures.** Each party acknowledges that they shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the other party or their property. Each party assumes all responsibility for the protection of itself, its agents and invitees and its property from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option from providing security protection for the Port or any part thereof.
35. **"As-is".** This lease is not subject to any implied warranties, but is leased "as is".
36. **Parking.** Landlord reserves the right to reassign parking spaces provided to Tenant at any time during the period of this lease with thirty (30) days written notice to Tenant and Tenant's consent, which shall not be unreasonably withheld.

37. Arbitration.

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

37.2 Any party asserting a claim arising out of or relating to this lease may make a written demand for arbitration. In this event, the parties shall agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a Judge of the Circuit Court of the State of Oregon for Curry County. The dispute shall be heard by the arbitrator selected within 90 days thereafter, unless the parties agree otherwise.

37.3 The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. In the event of arbitration under the provisions of this Lease, the prevailing party shall be awarded reasonable attorney fees and related costs.

37.4 If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and Judgment so the award may be entered in any court having Jurisdiction over the parties. The parties agree that all facts and other information relating to any arbitration arising under this contract shall be kept confidential to the fullest extent permitted by law.

37.5 The parties agree that the arbitrator shall have no Jurisdiction to render an award and/or Judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a Judgment may be entered on the arbitrator's award.

Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. The duty to arbitrate shall survive the cancellation or termination of this contract.

- 37.6** Service of process in connection therewith shall be made by certified mail. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate and the failure of one Party to comply with that agreement, and those issues shall be determined summarily by the court without a jury. All other issues shall be decided by the arbitrator, whose decision thereon shall be final and binding. There may be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.
- 37.7** Neither Party shall institute any legal proceeding against the other to enforce any right hereunder or for breach hereof, except that either Party may institute litigation (i) to enforce its rights of arbitration hereunder (ii) to confirm and have judgment entered upon any arbitration award issued hereunder, and (iii) to stay the running of any statute of limitation or prevent any other occurrence (including, without limitation, the passage of time) which would constitute laches, estoppel, waiver or any other such legal consequence that suit is necessary to avoid, provided, however, that neither Party shall pursue litigation under item (iii) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section 37.
- 37.8** If any dispute between the Parties arises from or in connection with any claim of litigation initiated by any third party (either as claimant, plaintiff, counterclaimant, or defendant/third Party plaintiff), then, unless the Parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section may at the option of either Party be deferred until the resolution of that third-party claim or litigation, provided, however that in the event of any such dispute in connection with a claim or litigation so initiated by a third party, either Party may at any time initiate arbitration under this Section 37 to determine prospective liability between the Parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence shall be subject to mandatory arbitration hereunder upon the demand of either Party. In the event Landlord is made a party to such claim or litigation so initiated by a third party, Owner shall select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or litigation, regardless of whether Owner is required to, or in fact does, initiate a crossclaim, counterclaim, or third-party claim under

Subclause (iii) of Subsection above, and regardless of Tenant's indemnity obligations under Section 9 above.

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

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

**PORT OF BROOKINGS-HARBOR,
Landlord**

**Joe Speir – Vessel Miss Emilie,
Tenant**

By: _____

By: _____

Name: Angie Christian

Name: _____

Title: President

Title: _____

Mailing Address:

ATTEST:

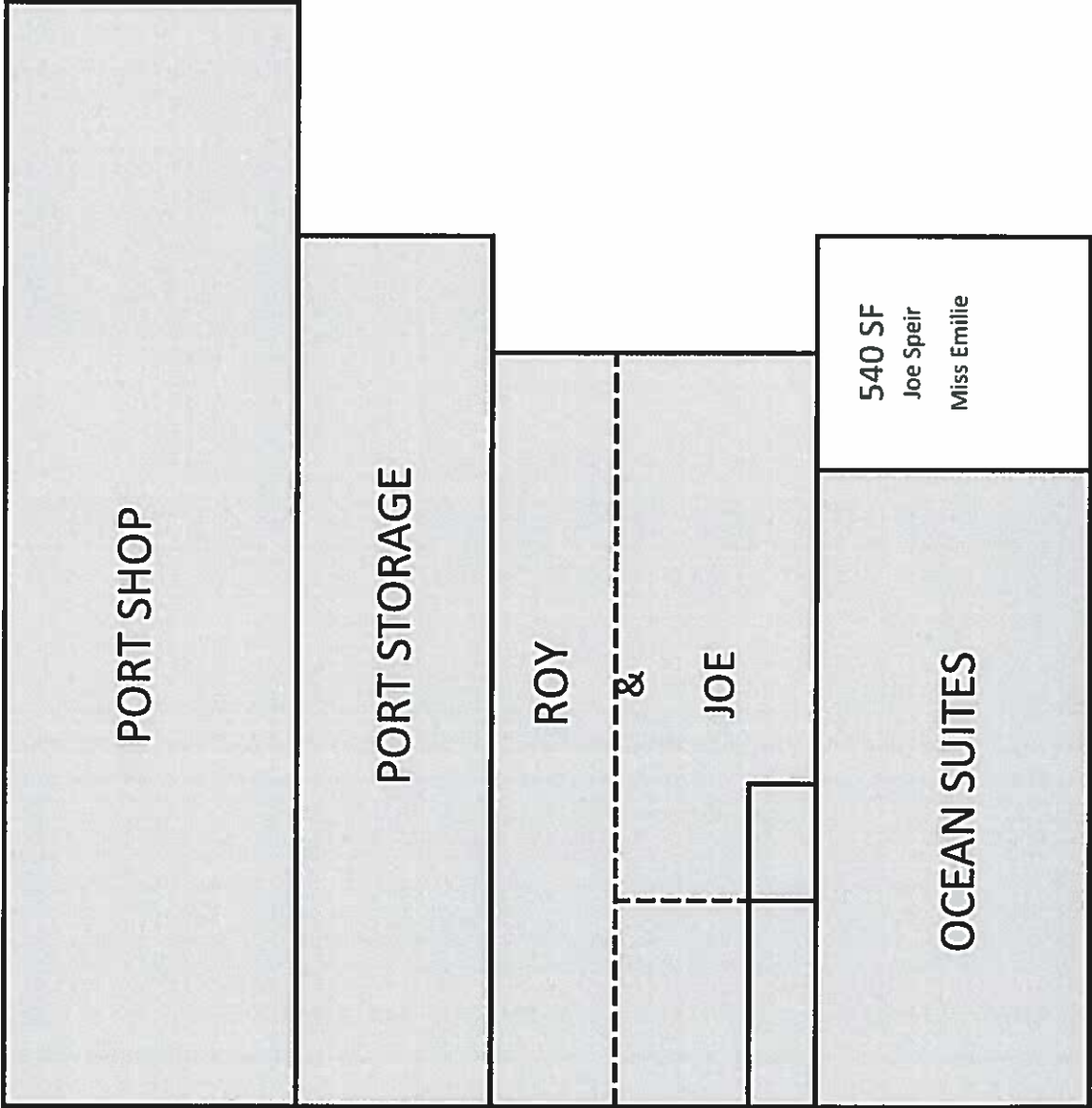
By: _____

Name: _____

Phone _____

Title: _____

16060 Lower Harbor Road



DRAFT



DRAFT