

PORT OF BROOKINGS HARBOR
Regular Commission Meeting
Tuesday, December 17, 2019 • 6:00pm
 Port Conference Room Suite 202
 16350 Lower Harbor Road, OR 97415

TENTATIVE AGENDA

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1. CALL MEETING TO ORDER	
• Pledge of Allegiance	
• Roll Call	
• Modifications, Additions, and Changes to the Agenda	
• Declaration of Potential Conflicts of Interest	
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**DRAFT MINUTES
MEETING OF THE BOARD OF COMMISSIONERS
PORT OF BROOKINGS HARBOR DISTRICT**

Tuesday, November 19, 2019

The Port of Brookings Harbor District met in regular session on the above date at 6:00 P.M. open session at the Port Conference Room, 16350 Lower Harbor Road Suite 202, Harbor OR, 97415.

1. Call Meeting to Order:

I. Pledge of Allegiance

II. Roll Call:

- Commissioners present: Treasurer Joseph Speir, Secretary Sharon Hartung, Vice Chairman Richard Heap, and Kenneth Range. Chairman Roy Davis was absent.
- Staff present: Port Counsel Martha Rice, Port Manager Gary Dehlinger, Harbormaster Travis Webster, and Administrative Assistant Danielle Shepard.

III. Modifications, Additions, and Changes to the Agenda:

- Heap requested that since we do not have the port audit yet that we move Action Item L to the top and Action Item J next.
- Port Manager requested to postpone Action Item A until next meeting and add Information Item G, update on 36' Culvert Cleanout situation.
- Range made a motion to approve the agenda with the modifications just discussed. Second by Hartung. **Motion passed 4-0.**
- There was no other modifications, additions or changes to the agenda.

IV. Declaration of Potential Conflicts of Interest:

- There was no declaration of potential conflicts of interest.

2. Approval of Agenda – Consent Items:

A. Approved Minutes of Regular Meeting, Tuesday, October 15, 2019:

B. Approved Minutes of Workshop Meeting, Wednesday, October 16, 2019:

C. Approved Minutes of Special Meeting, Thursday, October 24, 2019:

- I. Hartung made a motion to approve the meeting minutes for regular meeting, Tuesday, October 15, 2019, workshop meeting, Wednesday, October 16, 2019, and special meeting, Thursday October 24, 2019. Second by Speir. **Motion passed 4-0.**

3. Public Comments:

- I. There was no public comments.

4. Management Reports:

A. Financial Report – October 2019:

- I. Port Manager presented Financial Report.
- II. Range made a motion to approve the Financial Report for October 2019. Second by Speir. **Motion passed 4-0.**

B. Port Manager Report – October 2019:

- I. Port Manager presented Port Manager Report.
- II. Commission discussed item.
- III. Speir made a motion to approve the Port Manager Report for October 2019. Second by Range. **Motion passed 4-0.**

C. Harbormaster Report – October 2019:

- I. Harbormaster presented Harbormaster Report.
- II. Commission discussed item
- III. Speir made a motion to approve the Harbormaster Report for October 2019. Second by Hartung. **Motion passed 4-0.**

5. Action Items:

L. Zola's on the Water Lease Proposal:

- I. Eian Savas, owner of Zola's, presented item.
- II. Commission discussed item.
- III. Vice Chairman allowed public comments.
- IV. Vice Chairman moved the discussion back to the commission.
- V. Range made a motion that the term would be 30 years with renewable 5 year options. Second by Speir. **Motion passed 4-0.**
- VI. Hartung made a motion on the dollar amount for the building at \$1200.00, the patio at \$.08 a square foot making an extra \$200.00, a \$1400.00 total. Second by Range. **Motion passed 4-0.**
- VII. Range made a motion that there be no rent charge for 2 month of the remodel. Second by Hartung.
- VIII. Commission discussed item.
- IX. **Motion passed 4-0.**
- X. Commission discussed item.
- XI. Speir made a motion that CPI rate at 2% for every 5 years, with a 10 year review. Second by Hartung. **Motion passed 4-0.**

J. Curry County Leasing RV Park:

- I. Josh Hopkins, Curry County Parks Director, presented item.
- II. Commission discussed item.
- III. Chairman allowed public comments.
- IV. Chairman moved the discussion back to the commission.
- V. Range made a motion that we have a workshop to discuss the details on these forms as soon as possible.
- VI. Commission discussed motion.
- VII. Motion failed due to lack of a second.
- VIII. Hartung made a motion to proceed with the park ourselves.
- IX. Motion failed due to lack of a second.
- X. Range made a motion that as soon as possible we have a workshop that includes our commission and county parks and we work out a master plan that has details. Second by Hartung. **Motion passed 4-0.**

- A. **Port Audit Report – Fiscal Year 2018-19:**
 - I. Postponed until next meeting

- B. **Business Oregon Contract for New Marine Fuel Dock Station:**
 - I. Port Manager presented item.
 - II. Speir made a motion to approve contract with Business Oregon for the Construction of a new marine fuel dock station. Second by Hartung. **Motion passed 4-0.**

- C. **Supplemental Budget Approve & Adopt:**
 - I. Vice Chairman presented item.
 - II. Speir made a motion to approve and adopt Resolution No. 529, Resolution adopting the budget. Second by Hartung. **Motion passed 4-0.**

- D. **Credit Cards and Credit Increase:**
 - I. Port Manager presented item.
 - II. Commission discussed item.
 - III. Speir made a motion to approve Rogue Credit Union credit card account from \$10,000 to \$15,000. Second by Hartung. **Motion passed 4-0.**
 - IV. Speir made a motion to approve three additional credit cards for Gary Dehlinger, Travis Webster, and Brent Ferguson.
 - V. Commission discussed item.
 - VI. Second by Hartung. **Motion passed 4-0.**

- E. **Budget Calendar 2020-21:**
 - I. Port Manager presented item.
 - II. Speir made a motion to approve Budget Calendar for Fiscal Year 2020-21. Second by Hartung. **Motion passed 4-0.**

- F. **Strategic Business Plan Review 2020:**
 - I. Port Manager presented item.
 - II. Commission discussed item.
 - III. Speir made a motion to approve draft Strategic Business Plan, Table-14 Capital Improvement Plan for 2020. Second by Hartung. **Motion passed 4-0.**

- G. **Port Security Contract Amendment:**
 - I. Port Manager presented item.
 - II. Speir made a motion to approve South Coast Knight Security Service Agreement Amendment No. 1. Second by Hartung. **Motion passed 4-0.**

- H. **Port Security Cameras:**
 - I. Port Manager presented item.
 - II. Commission discussed item.
 - III. Vice Chairman allowed public comments.
 - IV. Vice Chairman moved the discussion back to the commission.

- V. Range made a motion to delay action on this item until RV Park issue is resolved. Second by Hartung. **Motion passed 4-0.**

I. Port Manager Performance Evaluation 2019:

- I. Port Manager presented item.
- II. Commission discussed item.
- III. Heap made a motion, with Gary's approval, we schedule an executive session in January with full commission and Port Manager to discuss the annual performance evaluation, and follow the procedures outlined in Resolution 497 on how to proceed forward. Second by Hartung. **Motion passed 4-0.**

K. RV Park Conceptual Reconstruction:

- I. Port Manager presented item.
- II. Range made a motion to postpone Action Item K, until the RV Park is resolved. Second by Hartung. **Motion passed 4-0.**

6. Information Items:

A. Flagpoles on Boardwalk:

- I. Port Manager presented item.
- II. Commission discussed item.

B. Handrail on Boat Launch Ramp:

- I. Port Manager presented item.
- II. Commission discussed item.

C. DOJ Letter to DA September 17, 2019:

- I. Vice Chairman presented item.
- II. Commission discussed item.

D. Port Website:

- I. Port Manager presented item.
- II. Commission discussed item.

E. Fish Cleaning Station Discharge:

- I. Port Manager presented item.
- II. Commission discussed item.

F. Purchase Containment Boom:

- I. Port Manager presented item.

G. Culvert Clean Out:

- I. Port Manager presented item.

7. Commissioner Comments:

- I. Commissioners reported on their recent activities.

8. Next Regular Meeting Date – December 17, 2019, 6:00 pm

9. Adjournment:

Vice Chairman adjourned the meeting at 9:02 pm.

Secretary, Sharon Hartung

Date Signed

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

**DRAFT MINUTES
MEETING OF THE BOARD OF COMMISSIONERS
PORT OF BROOKINGS HARBOR DISTRICT**

Friday, November 22, 2019

The Port of Brookings Harbor District met in regular session on the above date at 2:01 P.M. open session at the Port Conference Room, 16350 Lower Harbor Road Suite 202, Harbor OR, 97415.

1. Call Meeting to Order:

I. Pledge of Allegiance

II. Roll Call:

- Commissioners present: Treasurer Joseph Speir, Secretary Sharon Hartung, Chairman Roy Davis, Vice Chairman Richard Heap, and Kenneth Range.
- Staff present: Port Counsel Martha Rice, Port Manager Gary Dehlinger, Harbormaster Travis Webster, and Administrative Assistant Danielle Shepard.

III. Modifications, Additions, and Changes to the Agenda:

- There was no modifications, additions or changes to the agenda.

IV. Declaration of Potential Conflicts of Interest:

- There was no declaration of potential conflicts of interest.

2. Approval of Agenda:

- I. Speir made a motion to approve the agenda as written for November 22, 2019.
Second by Hartung. **Motion passed 5-0.**

3. Public Comments:

- I. No public comments.

4. Action Items:

A. Curry County Lease for RV Park:

- I. Commission discussed item.
- II. Heap made a motion the Port of Brookings Harbor Commission approve entering into a lease with Curry County for the Beachfront RV Park.
Second by Speir.
- III. Commission discussed item.
- IV. Commission allowed public comments from Curry County Commissioner Chris Paasch, and Curry County Operations Director Julie Schmelzer.
- V. Chairman moved discussion back to the board.
- VI. **Motion passed 4-1. Yes: Speir, Heap, Range, Davis. No: Hartung.**
- VII. Heap made a motion to direct the Port manager to work with Curry County staff to negotiate the lease agreement, which will be brought back for review and final approval. Second by Range.
- VIII. Commission discussed item.
- IX. Commission allowed public comments from Curry County Parks Director Josh Hopkins, and Chris Paasch.
- X. Chairman moved discussion back to the board.

XI. Motion passed 4-1. Yes: Speir, Heap, Range, Davis. No: Hartung.

5. Information Items:

A. None.

6. Next Regular Meeting Date – December 17, 2019, 6:00 pm

7. Adjournment:

Chairman adjourned the meeting at 2:43 pm.

Secretary, Sharon Hartung

Date Signed

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

FINANCIAL REPORT

DATE: December 17, 2019
RE: Month End Report of Financial Activities for November 2019
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

Cash Basis – November 2019

General Port Operations – Net Income (\$72,398)

- Program Revenues \$126,040
- Operation Expenses & Capital Outlay \$198,438

Non-Operation – Net Income \$19,228

- Non-Operating Revenue {Tax Appropriations, Interest & Dividends, Inter-fund Transfers, FEMA & Grant Revenue & Misc. Income} - \$246,090
- Non-Operating Expenses {FEMA & Grant Expenses & Loan Payments Expense, Inter-fund Transfers, Capital Outlay} - \$226,862

November – Net Income (\$53,169)

Breakdown of General Port Operations

ADMINISTRATION – Operating Net Income \$162,195

- Revenue \$213,339
- Expenses \$51,143

HIGHLIGHTED REVENUE

Curry County Tax Appropriations \$213,339

HIGHLIGHTED EXPENSES

\$38,039 for Personnel Services – includes payroll and benefits

\$1,350 for Advertising in 101 Things to Do

\$1,682 for office expenses, includes monthly lease payment to Xerox

\$3,591 to Black, Rice & Luna for legal services for months of July, August, September and October

\$2,500 to C.J. Huntsman for Audit - Progress billing

\$718 to ADP for payroll services

\$388 to Dept of Revenue for Oregon Hazardous Substance Fee- For having Oxygen on the premises

BEACHFRONT RV PARK – Operating Net Income \$3,519

- Revenue \$18,408
- Expenses \$14,888

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

HIGHLIGHTED EXPENSES

\$3,800 to CTR, Harbor Sanitary Dist. and Roto Rooter – water, sanitary & waste

\$2,006 to Coos Curry Electric – electric service for November

\$1,051 to Crow/Clay & Associates – Architecture for RV Park Restoration for October

\$940 to EMC Engineering / Scientists for Seawall Alternatives

\$2,074 to South Coast Knight Security - Security Patrol for October 2019

\$979 to Curry County for Park/Camp - Recreational Park - Annual Permit

BOAT YARD – Operating Net Income (\$1,929)

- Revenue \$6,430
- Expenses \$8,359

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

HIGHLIGHTED EXPENSES

\$3,848 to CTR - trash removal.

\$2,953 to GEI Works for purchase of Type 2 DOT Silt Barrier & Turbidity Screen

\$361 to Pape' for 10/29/2019-Repair/Hydraulic Leak EQ#4605 50T Marine Travel Lift

\$496 to ULine for OIL SORBENT BOOMS & PADS

COMMERCIAL / RETAIL LEASES – Operating Net Income \$23,565

- Revenue \$38,342
- Expenses \$14,777

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

HIGHLIGHTED EXPENSES

\$3,405 to Del-Cur Supply for Fencing Material for Secured Boat Storage

\$3,026 to Harbor Sanitary District for sewer

\$701 to Coos Curry Electric – Electrical Service for November 2019

\$839 to CTR – trash removal

\$595 to Flags.com for Back up flags for Retail Boardwalk area

\$3,745 to Oldcastle Infrastructure for 6" Concrete Curb Stops for Commercial Retail parking lot

\$882 to City of Brookings for Street Sweeping – Port

\$266 to Black, Rice & Luna for legal services for months of July, August, September and October

\$1,130 to EMC-Engineering for Engineering & delivery of "Joint Permit Application" for cleaning of 36" culvert under Retail Parking Lot

FUEL DOCK – Operating Net Income (\$14,466)

- Revenue \$21,756
- Expenses \$36,222

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

HIGHLIGHTED EXPENSES

\$33,132 purchasing petroleum product from Carson and Tyree Oil.

\$1,204 to Harbor Logging for Piling Hoop, Culvert Cover, Storm Drain and Fuel Dock supplies and New fuel line to replace supply line at gangway to dock connection

\$577 to Pump Pipe & Tank for 10/17/19-Replaced Des-Case Institutional filter

\$792 to Elavon for Merchant Service Fees

\$371 to Coos Curry Electrical Coop, Harbor Sanitary Dist. and CTR for utilities for November

Gas and Diesel Pumped in November:

- Diesel – 6,541 gallons
- Gas – 281 gallons

MARINA – Operating Net Income (\$91,012)

- Revenue \$42,010
- Expenses \$133,022
- *(Reserve Amount for Depreciation \$14,867 and Loan Payment Amount \$14,913, not factored)*

HIGHLIGHTED EXPENSES

\$84,350 to Allied Roofing for Demolition of Green Building, *Project not completed and check not issued to vendor*

\$3,800 to Gowman Electric for Job Materials - Replacement pedestals for dock

\$19,167 – Payroll/Wages only

\$4,777 to Del-Cur Supply for Fencing Material for Secured Boat Storage & Storm Drain Projects

\$4,682 to Coos Curry Electric - electric service for November

\$2,074 to South Coast Knight Security - Security Patrol for November 2019

\$1,183 to Harbor Sanitary District for sewer service

\$718 to Harbor Water District for water service
\$133 to CTR - trash removal
\$281 to ORRCO for 11/18/2019-Removal of all spent & used Oils & Filters from local fleet/clients
\$4,800 to State of OR DAS Property Dist. Center for purchase of 2007 Chevrolet CK2500
\$374 to My Parking Permit for Marina Parking Passes, Qty 100 for remainder of 2019

PROPERTY GROUND USE – Operating Net Income (119)

- Revenue \$0
 - Expense \$119 (Electrical meters)
-

Other Port Funds

Misc. Non-Operating & Transfers from General Fund

- Total transfers to Debt Service Fund \$30,292
- Total transfers to Bond Debt Fund \$10,843
- Total transfers to Capital Projects Fund \$1,073
- Total transfers to Reserve Fund \$10,417

CAPITAL PROJECTS – NET INCOME \$150

- Revenue & Transfers \$1,073
- Expenses & Transfers \$923

Projects in progress:

1. Basin 1 Piling, Project 65 – *FEMA PW319 Basin 1 Piling Projects expenses, to be reimbursed 100%*
2. Marine Fuel Dock Station C20193
3. DR-4432-OR 02/24/2019 DISASTER
4. DR-4452-OR 04/06/2019 DISASTER

DEBT SERVICE FUND – NET INCOME \$24,293

- Revenue & Transfers \$30,489
- Expenses/Loan Payments *including principal & interest* \$6,196

USDA REVENUE BOND FUND – NET INCOME (\$119,233)

- Revenue & Transfers \$10,887
- Expenses/Loan Payments *including principal & interest* \$130,120

RESERVE FUND – NET INCOME \$10,578

- Revenue & Transfers \$10,578
 - Expenses & Transfers \$0
-

DOCUMENTS

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

COMMISSIONERS ACTION

Recommended Motion:

Motion to accept Financial Report as presented.

Port of Brookings Harbor

Fund Balance Report

- **GENERAL FUND**

UNRESTRICTED FUNDS, AS OF 11/30/2019.

- \$227,114.76 General Fund (Umpqua Bank \$66,159.60 & LGIP \$160,955.16)
- \$754.96 Petty Cash
- \$1,300.00 Cash on Hand (RV Park, Fuel Dock and Office Drawers)

\$229,169.72 UNRESTRICTED FUNDS, 30-Day reserve amount needed \$181,789 (without depreciation)

RESTRICTED FUNDS, AS OF 11/30/2019.

Capital Projects Fund

- \$2,500.00 FEMA PW319 Basin 1 Piling Project – *Project completed and Payment Requests to FEMA submitted*

Debt Service Fund LGIP

- \$67,329.51 Debt Service Fund \$72,500 Quarterly (IFA Business Oregon) Payment due December 31, 2019

Debt Service Fund Umpqua Bank

- \$2,507.31
- Monthly (Travel Lift Lease - \$4,659)
Payment due 22nd of each month –Next payment due December 22, 2019
- Monthly (2018 Genie Reach Forklift Lease - \$1,464.71)
Payment due 15th of each month – Next payment due December 15, 2019

Revenue Bond Fund

- \$25,100.90 Revenue Bond Fund \$143,132 Year (\$13,012 must remain in fund)
USDA Loan - \$130,120, payment due Nov 6, 2020

Reserve Fund

- \$85,865.32

\$183,303.04 RESTRICTED FUNDS, AS OF 11/30/2019.

- **\$229,169.72 UNRESTRICTED FUNDS**
- **\$183,303.04 RESTRICTED FUNDS**

TOTAL CURRENT CASH & CASH EQUIVALENTS \$412,472.76



PORT of BROOKINGS HARBOR

FINANCE DEBT MONTHLY REPORT

Date: December 17, 2019
Period: November 2019
To: Gary Dehlinger, General Manager
Issued By: Kim Boom, Financial Officer

Debt Service and USDA Revenue Bond Payments

- IFA
 - L98004/Basin 2 Dock Improvement
PRINCIPAL BALANCE ...\$105,963.17 INTEREST BALANCE...\$312,338.92
 - X03004/Eureka Fishery-Property Improvement
PRINCIPAL BALANCE ...\$196,767.18 INTEREST BALANCE...\$197,881.55
 - 520139/Boardwalk
PRINCIPAL BALANCE ...\$56,901.77 INTEREST BALANCE...\$175,540.26
 - 525172/RV Park Improvement
PRINCIPAL BALANCE ...\$119,732.13 INTEREST BALANCE...\$138,594.25
 - 525176/Green Bldg.
PRINCIPAL BALANCE ...\$277,108.49 INTEREST BALANCE...\$263,665.71
 - 525181/Eureka Fishery-Property Purchase
PRINCIPAL BALANCE ...\$183,909.82 INTEREST BALANCE...\$347,562.39
 - L02001/Marine Fueling Dock
PRINCIPAL BALANCE ...\$178,939.56 INTEREST BALANCE...\$240,371.49
 - L02009/Cold Storage
PRINCIPAL BALANCE ...\$725,224.34 INTEREST BALANCE...\$1,025,118.15
- IFA TOTAL PRINCIPLE BALANCE as of June 30, 2019...\$1,844,546.45
- IFA TOTAL ACCURED INTEREST as of June 30, 2019...\$3,045,171.28
- Travelift - \$4659.00 paid to m2Lease
BALANCE...\$196,308.29
- 2018 Genie Reach Forklift - \$1464.71 paid to Umpqua Bank
BALANCE...\$78,798.76
- Land Purchase – paid to Kyle Aubin/Tidewaters \$72.00
BALANCE... \$14,760.00
- USDA Revenue Bond - \$130,120 paid November 6, 2019 to USDA (72,487.38 to Principal)
BALANCE...\$1,080,568.00

Port of Brookings Harbor
Profit & Loss
 November 2019

	Nov 19
Income	
400 · REVENUES	
410 · GENERAL REVENUES	
10412 · Property Tax Current	211,140.70
10413 · Property Tax Prior	2,048.00
10414 · Interest General Fund	176.86
10418 · Miscellaneous	3,012.00
10419 · Transfer to General Fund	923.24
20414 · Interest Revenue Bond Fund	44.21
20419 · Transfer to USDA Bond Fund	10,843.00
30414 · Interest Debt Service Fund	125.29
30419 · Transfer to Debt Service Fund	6,123.71
40419 · Transfer to Capital Project	1,073.20
50414 · Interest Reserve Fund	162.97
50419 · Transfer to Reserve Fund	10,417.00
Total 410 · GENERAL REVENUES	246,090.18
420 · PROGRAM REVENUES	
10421 · MARINA	
10421.2 · Moorage	
10421.3 · Commercial Slip Rent	9,994.32
10421.4 · Recreational Slip Rent	20,888.55
10421.5 · Transient	300.25
10421.6 · Liveaboard	245.00
10421.7 · Balance Forward	141.43
10421.2 · Moorage - Other	300.00
Total 10421.2 · Moorage	31,869.55
10421.8 · Storage	3,150.23
10421 · MARINA - Other	2,321.55
Total 10421 · MARINA	37,341.33
10421.9 · Administration Fees	356.91
10422 · BEACHFRONT RV PARK	
10422.1 · Space Rental	18,252.76
10422.2 · Wood Sales	115.00
10422.3 · Other Sales	40.00
Total 10422 · BEACHFRONT RV PARK	18,407.76
10423 · BOATYARD	7,965.00
10424 · COMMERCIAL RETAIL	40,212.80
10425 · FUEL DOCK	21,756.20
Total 420 · PROGRAM REVENUES	126,040.00
Total 400 · REVENUES	372,130.18
Total Income	372,130.18
Gross Profit	372,130.18
Expense	
500 · PERSONNEL SERVICES	
10501 · Port Manager	6,058.08
10502 · Port Office Staff	9,035.77
10503 · RV Park Office Staff	2,766.36
10504 · Operations Staff	19,021.26
10505 · Overtime	
10505.1 · Office	189.51
10505.2 · Operations	246.07
Total 10505 · Overtime	435.58
10506 · Payroll Taxes/Costs/Benefits	
10506.1 · Paid Holidays	1,417.76

4:11 PM
12/04/19
Cash Basis

Port of Brookings Harbor
Profit & Loss
November 2019

	Nov 19
10506.2 · Sick Leave Benefit	1,219.05
10506.3 · Vacation	4,926.80
10506.5 · SEP Retirement	
10506.6 · Office	1,451.84
10506.7 · Operations	1,496.35
10506.8 · Port Manager	984.40
Total 10506.5 · SEP Retirement	3,932.59
10506 · Payroll Taxes/Costs/Benefits - Other	4,116.01
Total 10506 · Payroll Taxes/Costs/Benefits	15,612.21
10509 · Health Care and Dental	7,163.64
Total 500 · PERSONNEL SERVICES	60,092.90
600 · MATERIALS & SERVICES	
10601 · ADVERTISING & NOTIFICATIONS	2,043.77
10602 · REPAIRS & MAINTENANCE	
10602.1 · Maintenance & Repairs	97,249.95
10602.2 · Services/Supplies/Contracts	17,943.90
10602.3 · Tools & Equipment Purchases	3,035.86
10602.4 · Supplies & Services	1,306.73
10602 · REPAIRS & MAINTENANCE - Other	577.00
Total 10602 · REPAIRS & MAINTENANCE	120,113.44
10603 · FUEL purchased for resale	33,131.60
10605 · UTILITIES	
10605.1 · Electric & Propane Gas	7,725.33
10605.2 · Water, Sanitary & Waste	14,001.66
10605.3 · Telecommunications & Cable TV	1,504.61
10605 · UTILITIES - Other	41.38
Total 10605 · UTILITIES	23,272.98
10606 · OFFICE EXPENSE	1,846.03
10607 · BANK SERVICE & FINANCE FEES	2,283.38
10608 · TRAINING & TRAVEL	98.09
10609 · PERMITS, LICENSES, TAXES & MISC	1,367.00
10611 · PROFESSIONAL FEES	
10611.2 · Attorney	3,933.00
10611.3 · Audit	2,500.00
10611.4 · Engineering/Consultant	1,130.00
10611.5 · Architecture & Planning	1,051.25
10611 · PROFESSIONAL FEES - Other	867.12
Total 10611 · PROFESSIONAL FEES	9,481.37
Total 600 · MATERIALS & SERVICES	193,637.66
700 · CAPITAL OUTLAY	
10704 · Equipment	4,800.00
40702 · Land Improvement - Capt Proj	
40702.1 · Engineering/Consultants	393.75
40702.2 · Materials & Services	679.45
Total 40702 · Land Improvement - Capt Proj	1,073.20
Total 700 · CAPITAL OUTLAY	5,873.20
800 · DEBT SERVICE	
801 · Principal	
20801 · USDA Revenue Bond Principal	72,487.38
30803P · 50 BFMII Travelift Principal	3,740.59
30804P · 2018 Genie Forklift Principal	1,070.63
30805P · Property Purch-Kyle Aubin Prin.	72.00

4:11 PM
12/04/19
Cash Basis

Port of Brookings Harbor
Profit & Loss
November 2019

	Nov 19
Total 801 · Principal	77,370.60
810 · Interest Payments	
20810 · USDA Revenue Bond Interest	57,632.62
30813P · 50 BFMI Travelift Interest	918.41
30814P · 2018 Genie Forklift Interest	394.08
Total 810 · Interest Payments	58,945.11
Total 800 · DEBT SERVICE	136,315.71
900 · Operating Transfers Out	
10900 · Operating Transfers Out General	28,456.91
40900 · Operating Transfers Out Capital	923.24
Total 900 · Operating Transfers Out	29,380.15
Total Expense	425,299.62
Net Income	-53,169.44

**Port of Brookings Harbor
 Profit & Loss Budget Performance
 July through November 2019**

	<u>Jul - Nov 19</u>	<u>Budget</u>	<u>% of Budget</u>
Income			
400 · REVENUES			
410 · GENERAL REVENUES			
10411 · Cash Carry Over		442,386.00	
10417 · Assets Sales	100.00	5,066.00	1.97%
30414 · Interest Debt Service Fund	571.03	600.00	95.17%
20414 · Interest Revenue Bond Fund	1,108.23	700.00	158.32%
10414 · Interest General Fund	1,272.74	7,304.00	17.43%
10413 · Property Tax Prior	4,150.82	9,000.00	46.12%
10418 · Miscellaneous	6,067.87	20,657.00	29.37%
40419 · Transfer to Capital Project	11,572.53	625,000.00	1.85%
50419 · Transfer to Reserve Fund	52,105.00	125,000.00	41.68%
20419 · Transfer to USDA Bond Fund	54,215.00	130,120.00	41.67%
40416 · Government Funding			
40416.3 · State Lottery Funding		600,000.00	
40416.1 · Grant Funding	4,825.00	4,785.00	100.84%
40416.2 · FEMA Funding	63,810.75	182,000.00	35.06%
Total 40416 · Government Funding	68,635.75	786,785.00	8.72%
10419 · Transfer to General Fund	81,335.90	795,500.00	10.23%
30419 · Transfer to Debt Service Fund	151,458.55	363,748.00	41.64%
10412 · Property Tax Current	214,141.18	225,000.00	95.17%
Total 410 · GENERAL REVENUES	646,734.60	3,536,866.00	18.29%
420 · PROGRAM REVENUES			
10426 · PROPERTY GROUND EVENT USE	5,169.15	8,926.00	57.91%
10423 · BOATYARD	55,517.47	93,974.00	59.08%
10424 · COMMERCIAL RETAIL	212,590.78	519,402.00	40.93%
10422 · BEACHFRONT RV PARK	305,609.30	556,869.00	54.88%
10421 · MARINA	306,528.44	654,707.00	46.82%
10425 · FUEL DOCK	491,979.34	581,596.00	84.59%
Total 420 · PROGRAM REVENUES	1,377,394.48	2,415,474.00	57.02%
Total 400 · REVENUES	2,024,129.08	5,952,340.00	34.01%
Total Income	2,024,129.08	5,952,340.00	34.01%
Gross Profit	2,024,129.08	5,952,340.00	34.01%
Expense			
920 · OPERATING CONTINGENCY		10,149.00	
930 · Fund Balances			
10930 · Unappropriated Balance GF		83,500.00	
20930 · Unappropriated Balance-USDA		99,095.00	
30930 · Unappropriated Balance Debt		23,602.00	
40930 · Unappropriated Balance Capt Pro		2,500.00	
50930 · Unappropriated Balance Reserve		149,390.00	
Total 930 · Fund Balances		358,087.00	

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**Port of Brookings Harbor
Profit & Loss Budget Performance
July through November 2019**

	<u>Jul - Nov 19</u>	<u>Budget</u>	<u>% of Budget</u>
700 · CAPITAL OUTLAY			
10702 · Land Improvements		80,000.00	
40702 · Land Improvement - Capt Proj			
40702 · Land Improvement - Capt Proj - Other			
40702.2 · Materials & Services	679.45	604,785.00	0.11%
40702.1 · Engineering/Consultants	10,676.25	20,000.00	53.38%
Total 40702 · Land Improvement - Capt Proj	11,355.70	624,785.00	1.82%
10704 · Equipment	29,724.41	30,000.00	99.08%
Total 700 · CAPITAL OUTLAY	41,080.11	734,785.00	5.59%
800 · DEBT SERVICE			
810 · Interest Payments			
30814P · 2018 Genie Forklift Interest	2,071.87	4,773.00	43.41%
30813P · 50 BFMII Travelift Interest	4,810.13	10,706.00	44.93%
20810 · USDA Revenue Bond Interest	57,632.62	57,633.00	100.0%
Total 810 · Interest Payments	64,514.62	73,112.00	88.24%
801 · Principal			
30805P · Property Purch-Kyle Aubin Prin.	360.00	864.00	41.67%
30804P · 2018 Genie Forklift Principal	5,251.68	12,803.00	41.02%
30803P · 50 BFMII Travelift Principal	18,484.87	45,202.00	40.89%
20801 · USDA Revenue Bond Principal	72,487.38	72,487.00	100.0%
30802P · IFA PRINCIPAL	72,580.00	290,000.00	25.03%
Total 801 · Principal	169,163.93	421,356.00	40.15%
Total 800 · DEBT SERVICE	233,678.55	494,468.00	47.26%
500 · PERSONNEL SERVICES			
10505 · Overtime			
10505 · Overtime - Other		4,316.00	
10505.1 · Office	1,916.78	6,512.00	29.44%
Total 10505 · Overtime	1,916.78	10,828.00	17.7%
10503 · RV Park Office Staff	15,108.52	46,585.00	32.43%
10508 · Workers Compensation	15,447.61	14,205.00	108.75%
10501 · Port Manager	33,319.44	84,018.00	39.66%
10509 · Health Care and Dental	36,452.67	85,964.00	42.41%
10502 · Port Office Staff	53,725.03	153,838.00	34.92%
10506 · Payroll Taxes/Costs/Benefits	62,107.73	157,710.00	39.38%
10504 · Operations Staff	109,229.11	248,578.00	43.94%
Total 500 · PERSONNEL SERVICES	327,306.89	801,726.00	40.83%
900 · Operating Transfers Out			
40900 · Operating Transfers Out Capital	81,335.90	795,500.00	10.23%
10900 · Operating Transfers Out General	269,351.08	1,243,868.00	21.65%
Total 900 · Operating Transfers Out	350,686.98	2,039,368.00	17.2%
600 · MATERIALS & SERVICES			
10604 · DISPOSAL of Abandon Vessels		40,000.00	
10608 · TRAINING & TRAVEL	1,338.77	2,629.00	50.92%

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Port of Brookings Harbor
Profit & Loss Budget Performance
July through November 2019

	<u>Jul - Nov 19</u>	<u>Budget</u>	<u>% of Budget</u>
10601 · ADVERTISING & NOTIFICATIONS	5,256.07	12,928.00	40.66%
10609 · PERMITS, LICENSES, TAXES & MISC	8,012.36	29,317.00	27.33%
10607 · BANK SERVICE & FINANCE FEES	20,986.20	28,804.00	72.86%
10606 · OFFICE EXPENSE	27,613.59	34,365.00	80.35%
10610 · INSURANCE; PROP & CAS, BOND	34,363.60	83,940.00	40.94%
10611 · PROFESSIONAL FEES	43,475.56	99,570.00	43.66%
10605 · UTILITIES	136,471.85	281,292.00	48.52%
10602 · REPAIRS & MAINTENANCE	381,883.47	408,780.00	93.42%
10603 · FUEL purchased for resale	456,738.02	492,132.00	92.81%
Total 600 · MATERIALS & SERVICES	<u>1,116,139.49</u>	<u>1,513,757.00</u>	<u>73.73%</u>
Total Expense	<u>2,068,892.02</u>	<u>5,952,340.00</u>	<u>34.76%</u>
Net Income	<u><u>-44,762.94</u></u>		<u><u>100.0%</u></u>

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Port of Brookings Harbor
Check Registers

As of November 30, 2019

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12/05/19

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit	Balance
100 - UNRESTRICTED CASH & EQUIVALENTS							
101 - GENERAL FUND CHECKING & LGIP							
10103 - General Funds Ckg Umppqua 3834							
Transfer		11/05/2019		Funds Transfer General Fund LGIP to General Fund Umppqua Bank			-1,080,144.73
Bill Pmt -Check		11/14/2019		Funds Transfer from LGIP General Fund to Umppqua Bank General Fund	30,000.00		-1,080,588.98
Check		11/19/2019		QuickBooks generated zero amount transaction for bill payment stub	85,000.00		-1,250,699.65
Check		11/27/2019	Carlson	Refunds for 11/26/2019		694.07	-1,135,699.65
Check	CC Debit	11/27/2019	BL/ RV Park			80.52	-1,136,393.72
Check	CC Debit	11/27/2019	BL/ RV Park			10,674.02	-1,147,467.74
Check	DEBIT	11/01/2019	Carlson	CUSTOMER # 7611262 FUEL PURCHASES		401.85	-1,147,550.11
Check	DEBIT	11/04/2019	Elavon	OCTOBER 2019 MERCHANT SERVICE FEE ACCT#316		83.95	-1,147,634.06
Check	DEBIT	11/04/2019	Elavon	OCTOBER 2019 MERCHANT SERVICE FEE ACCT#873 Veniek Boat Launch		1,005.31	-1,148,639.37
Check	DEBIT	11/04/2019	Elavon	OCTOBER 2019 MERCHANT SERVICE FEE ACCT#902		792.02	-1,149,431.39
Check	DEBIT	11/06/2019	Edward Jones	Employer Contribution 11/06/2019 Confirmation PHCP-7TX2T		142.08	-1,149,573.47
Check	DEBIT	11/06/2019	Edward Jones	Employer Contribution 11/06/2019 Confirmation PHCP-7TTSKH		191.93	-1,149,765.40
Check	DEBIT	11/06/2019	Edward Jones	Employer Contribution 11/06/2019 Confirmation PHCP-7TTPQ		127.41	-1,149,892.81
Check	DEBIT	11/06/2019	US Bank Sep- IRA	Employer Contribution 11/06/2019 Confirmation PHCP-7VDYN		302.90	-1,150,195.71
Check	DEBIT	11/06/2019	TD Ameritrade	Employer Contribution 11/06/2019 Confirmation PHCP-7V8SY		179.54	-1,150,375.25
Check	DEBIT	11/06/2019	Edward Jones	Employer Contribution 11/06/2019 Confirmation PHCP-7V0QP		144.16	-1,150,519.41
Check	DEBIT	11/06/2019	Edward Jones	Employer Contribution 11/06/2019 Confirmation PHCP-7SLZA		116.29	-1,150,635.70
Check	DEBIT	11/06/2019	Edward Jones	Employer Contribution 11/06/2019 Confirmation PHCP-7TKM8		156.73	-1,150,792.43
Check	DEBIT	11/06/2019	Edward Jones	Employer Contribution 11/06/2019 Confirmation PHCP-7V4HS		277.20	-1,151,069.63
Check	DEBIT	11/06/2019	Nationwide Life Insurance	Employer Contributions Payroll 11/06/2019 Confirmation PPHRS-3S1WS		260.88	-1,151,330.51
Check	DEBIT	11/01/2019	ADP	Advice of Debit #544895009 azLaborManager/ADP 300 Timeclock		101.45	-1,151,431.96
Check	DEBIT	11/01/2019	ADP	Advice of Debit #544811529 Payroll Date: 10/23/2019		138.26	-1,151,570.22
Check	DEBIT	11/22/2019	Carlson	CUSTOMER # 7611262 FUEL PURCHASES	22,452.58		-1,174,022.80
Check	DEBIT	11/15/2019	ADP	Advice of Debit #545482662 Payroll Date: 11/06/2019	133.81		-1,174,156.61
Check	DEBIT	11/15/2019	US Bank Sep- IRA	Employer Contribution 11/15/2019 Confirmation PDS4-MNV47	378.60		-1,174,535.21
Check	DEBIT	11/22/2019	ADP	Advice of Debit #545816219 Payroll Date: 11/15/2019	109.34		-1,174,644.55
Check	DEBIT	11/20/2019	Edward Jones	Employer Contribution 11/20/2019 Confirmation PQV7H-HSHSB	141.63		-1,174,786.18
Check	DEBIT	11/20/2019	Edward Jones	Employer Contribution 11/20/2019 Confirmation PQV7H-HSDWG	185.97		-1,174,972.15
Check	DEBIT	11/20/2019	Edward Jones	Employer Contribution 11/20/2019 Confirmation PQV7H-HSB8C	128.80		-1,175,100.95
Check	DEBIT	11/20/2019	US Bank Sep- IRA	Employer Contribution 11/20/2019 Confirmation PQV7H-HTOV9	302.90		-1,175,403.85
Check	DEBIT	11/20/2019	Nationwide Life Insurance	Employer Contribution 11/20/2019 Confirmation PQV7H-HSRQ6	127.77		-1,175,531.62
Check	DEBIT	11/20/2019	TD Ameritrade	Employer Contribution 11/20/2019 Confirmation PQV7H-HSX2C	174.88		-1,175,706.50
Check	DEBIT	11/20/2019	Edward Jones	Employer Contribution 11/20/2019 Confirmation PQV7H-HSL5L	159.66		-1,175,866.16
Check	DEBIT	11/20/2019	Edward Jones	Employer Contribution 11/20/2019 Confirmation PQV7H-HR700	127.65		-1,175,993.81
Check	DEBIT	11/20/2019	Edward Jones	Employer Contribution 11/20/2019 Confirmation PQV7H-HS6XJ	159.29		-1,176,153.10
Check	DEBIT	11/20/2019	Edward Jones	Employer Contribution 11/20/2019 Confirmation PQV7H-HSP7Z	277.20		-1,176,430.30
Bill Pmt -Check		11/19/2019	Pitney Bowes, Inc.	Power Postage Acct# 8000-9000-0324-9186	300.00		-1,176,730.30
Check	DEBIT	11/29/2019	ADP	Advice of Debit #546258677 Payroll Date: 11/20/2019	133.81		-1,176,864.11
Check	DEBIT	11/29/2019	ADP	Advice of Debit #546447474 azLaborManager/ADP 300 Timeclock	101.45		-1,176,965.56
General Journal	DEBIT 11/4	11/04/2019		Transfer to Debt Service Fund for Travelit Payment	4,659.00		-1,181,624.56
General Journal	DEBIT 11/4	11/04/2019		Transfer to Debt Service Fund for Fork Lift Payment	1,464.71		-1,183,089.27
General Journal	PAY 11/06	11/06/2019		Rec 11/06/2019 payroll	15,770.94		-1,198,860.21
General Journal	CP 11/7	11/07/2019		Rec 11/06/2019 payroll	6,267.68		-1,205,127.89
General Journal	PAY 11/15	11/15/2019		Transfer to Capital Projects for payment to BOLI Public Works Fee for PW319 Basin 1 Project	679.45		-1,205,807.34
General Journal	TAX 11/15	11/15/2019		Rec 11/15/2019 payroll- Pay out Vacation Hours 2019 - Gary	2,795.76		-1,208,603.10
General Journal	TAX 11/19	11/19/2019		Rec 11/15/2019 payroll- Pay out Vacation Hours 2019 - Gary	1,279.87		-1,209,882.97
General Journal	11/26/19	11/26/2019		Transfer \$50,000 from Umppqua Bank to LGIP - General Funds	50,000.00		-1,259,882.97
General Journal	11/27/19	11/27/2019		Transfer to Capital Projects for payment to BOLI Public Works Fee for PW319 Basin 1 Project	100,000.00		-1,359,882.97
General Journal	PAY 11/20	11/20/2019		Rec 11/20/2019 payroll	15,981.58		-1,362,264.55
General Journal	TAX 11/20	11/20/2019		Rec 11/20/2019 payroll	6,413.27		-1,362,676.57
General Journal	USCG 11/22	11/22/2019		NOV 2019 LEASE Pmt	923.24		-1,381,753.33
Check	9551	11/06/2019	Thomycraft, Bruce	Credit for overpayment on account on 21/2/2019		55.44	-1,381,808.77
Check	9552	11/06/2019	Burton, Gary	Refund for overpayment on account on 21/2/2019		71.98	-1,381,880.75
Bill Pmt -Check	9553	11/07/2019	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		91.32	-1,381,972.07
Bill Pmt -Check	9554	11/07/2019	C.J. Hunstman CPA, P.C.	Audit - Progress billing		2,500.00	-1,384,472.07
Bill Pmt -Check	9555	11/07/2019	Country Media, Inc.	CUSTOMER # 38747 Curry Coastal Pilot Notices		693.77	-1,385,165.84
Bill Pmt -Check	9556	11/07/2019	Del-Cur Supply Co-op	Fencing Material for Secured Boat Storage & Storm Drain Projects		6,780.84	-1,391,946.68
Bill Pmt -Check	9557	11/07/2019	Gowman Electric, Inc.	Electrical Repairs		4,206.47	-1,396,153.15
Bill Pmt -Check	9558	11/07/2019	Harbor Logging Supply, Inc.	Material for lock boxes at gangway entries		87.46	-1,396,240.61
Bill Pmt -Check	9559	11/07/2019	Harbor Sanitary District	OCTOBER 2019 Sanitary Bill		4,416.28	-1,400,656.89
Bill Pmt -Check	9560	11/07/2019	John Kellum/John's Portable Welding	10/29/19-Fabricate piling hoop and cut holes in triangles for dock finger		225.00	-1,400,881.89

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Port of Brookings Harbor
Check Registers
As of November 30, 2019

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12/05/19
Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit	Balance
Bill Pmt -Check	9561	11/07/2019	Kerr's Ace Hardware Inc	Customer#56 Hardware Supplies		158.81	-1,401,040.50
Bill Pmt -Check	9562	11/07/2019	Pump Pipe & Tank Services, LLC	1017119-Replaced Des-Case Institutional filler		577.00	-1,401,617.50
Bill Pmt -Check	9563	11/07/2019	Quill Corporation	ACCT#1932158 Office Supplies		139.45	-1,401,756.95
Bill Pmt -Check	9564	11/07/2019	South Coast Knight Security	Security Patrol for October 2019		4,147.00	-1,405,903.95
Bill Pmt -Check	9565	11/07/2019	ULine	15340135 - OIL SORBENT BOOMS & PADS		589.53	-1,406,493.48
Bill Pmt -Check	9566	11/07/2019	Umpqua Valley Fire Services, Inc.	103209-EXT Inspection & Service		582.50	-1,407,085.98
Bill Pmt -Check	9567	11/07/2019	Xerox Capital Services, LLC	Copier Leases and Maintenance		922.70	-1,408,008.68
Bill Pmt -Check	9568	11/07/2019	State of OR DAS Property Dist. Center	Customer#R08018 purchase of 2007 Chevrolet CK2500		4,832.00	-1,412,840.68
Bill Pmt -Check	9569	11/07/2019	BOLI PWR	Public Works Fee Demolition of Green Building		250.00	-1,413,090.68
Check	9570	11/13/2019	Mott, Ted	REFUND Keys/Card Deposit		20.00	-1,413,110.68
Bill Pmt -Check	9571	11/13/2019	Allied Roofing & Construction LLC	Demolition of Green Building includes all Material and Labor		84,350.00	-1,497,460.68
Bill Pmt -Check	9572	11/13/2019	Blamney Publishing, Inc/101 Things To ...	Southern Oregon Visitor Magazine 1/8 page ad		1,350.00	-1,498,810.68
Bill Pmt -Check	9573	11/13/2019	Curry Transfer & Recycling	Account #2040-2434-001 Trash Dumpsters		7,737.50	-1,506,548.18
Bill Pmt -Check	9574	11/13/2019	Englund Marine Supply	CLEAT ordered to confirm quality for future orders		20.09	-1,506,568.27
Bill Pmt -Check	9575	11/13/2019	Ferguson Enterprises, Inc.	Customer #1120898 Storm drain project; tracer dye		83.21	-1,506,651.48
Bill Pmt -Check	9576	11/13/2019	Harbor Logging Supply, Inc.	New fuel line to replace supply line at gangway to dock connection		835.00	-1,507,486.48
Bill Pmt -Check	9577	11/13/2019	Harbor Water District P.U.D.	9/20 - 10/20 SERVICE/WATER BILL		1,410.88	-1,508,897.36
Bill Pmt -Check	9578	11/13/2019	Hartwick Automotive	Replace Brake Calipers and Pads - :EQ#1110, 2007 Chevrolet CK2500		720.09	-1,509,617.45
Bill Pmt -Check	9579	11/13/2019	In-Motion Graphics and Design, LLC	Install Port Logo's on EQ#1110 2007 Chevrolet CK2500		140.00	-1,509,757.45
Bill Pmt -Check	9580	11/13/2019	.John Kellum/John's Portable Welding	Installation of lock boxes and shields to secure Basin 1 gates & Storm Drain Project		750.00	-1,510,507.45
Bill Pmt -Check	9581	11/13/2019	Roto Rooter	Acct#2940-522445 Sanitary Billing Period		7,798.11	-1,518,305.56
Bill Pmt -Check	9582	11/13/2019	Spec Dist Assoc of OR- Healthcare	Customer #. 03-0016414 - HEALTHCARE PREMIUM		196.00	-1,518,501.56
Bill Pmt -Check	9583	11/13/2019	Umpqua Valley Fire Services, Inc.	Fire Extinguisher for Fuel Storage and Oil Dump areas		4,000.00	-1,522,501.56
Check	9584	11/13/2019	Rogue Credit Union	ACCT #306-89 CREDIT CARD#2481		882.00	-1,523,383.56
Bill Pmt -Check	9585	11/21/2019	City of Brookings	Street Sweeping - Port		3,745.00	-1,527,128.56
Bill Pmt -Check	9586	11/21/2019	Department of Revenue	BIN: 0294055-3 ID:005693811-20		388.00	-1,527,516.56
Bill Pmt -Check	9587	11/21/2019	Oldcastle Infrastructure, Inc.	Account #020-002022		3,933.00	-1,531,449.56
Bill Pmt -Check	9588	11/21/2019	Black Rice & Luna LLP	Legal Service for July, August, September and October 2019		1,051.25	-1,532,500.81
Bill Pmt -Check	9589	11/21/2019	Crow/Clay & Associates, Inc	Architectural Services October 2019, Services RV Park Reconstruction Project		1,130.00	-1,533,630.81
Bill Pmt -Check	9590	11/21/2019	EMC-Engineers/Scientists, LLC	Engineering & delivery of *Joint Permit Application* for cleaning of 36" culvert under Retail Pa...		89.54	-1,533,720.35
Bill Pmt -Check	9591	11/27/2019	BL-MART	Account #931481 Water & Supplies		7,725.33	-1,541,445.68
Bill Pmt -Check	9592	11/27/2019	Coos-Curry Electric Cooperative, Inc.	ADCT # 67601 Electrical Service		979.00	-1,542,424.68
Bill Pmt -Check	9593	11/27/2019	Curry County Environmental Health Se...	Beachfront RV Park		151.88	-1,542,576.56
Bill Pmt -Check	9594	11/27/2019	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		1,394.36	-1,543,970.92
Bill Pmt -Check	9595	11/27/2019	Del-Cur Supply Co-op	Customer Nol 38700 Hardware & Other Supplies		542.52	-1,544,513.44
Bill Pmt -Check	9596	11/27/2019	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Supplies & Materials		526.58	-1,545,040.02
Bill Pmt -Check	9597	11/27/2019	ORRCC	Piling Hoop, Culvert Cover, Storm Drain and Fuel Dock supplies		917.50	-1,545,957.52
Bill Pmt -Check	9598	11/27/2019	Pape Material Handling	Removal of all spent & used Oils, Filters and Fuel		361.12	-1,546,318.64
Bill Pmt -Check	9599	11/27/2019	Quill Corporation	Customer No. 1070715		466.77	-1,546,785.41
Bill Pmt -Check	9600	11/27/2019	Rogue Credit Union	ACCT #1932158 Office Supplies		2,457.97	-1,549,243.38
Bill Pmt -Check	9601	11/27/2019	Rogue Credit Union	ACCT #306-89 CREDIT CARD#2481		1,277.53	-1,550,520.91
Bill Pmt -Check	9602	11/30/2019	Kerr's Ace Hardware Inc	Customer#56 Hardware Supplies		416,181.50	-1,550,937.41
Total 10103 - General Funds Ckg Umpqua. 3634							
10105 - General Fund LGIP 6017							
Transfer		11/05/2019		Funds Transfer General Fund LGIP to General Fund Umpqua Bank		170,110.67	170,110.67
Transfer		11/14/2019		Funds Transfer from LGIP General Fund to Umpqua Bank General Fund		140,110.67	140,110.67
Check	DEBIT	11/01/2019		LGIP Fees for OCTOBER 2019 - 2.45%		85,000.00	55,110.67
General Journal	IFA 11/4	11/04/2019		Transfer to IFA Debt Service for 4th Qtr 2019 Pmt		0.25	55,110.42
General Journal	RES 11/4	11/04/2019		Transfer to Reserve Fund		24,168.00	30,942.42
General Journal	USDA 11/4	11/04/2019		To transfer to USDA Revenue Bond Fund for November 2020 Payment		10,417.00	20,525.42
General Journal	USDA 11/4	11/19/2019		To transfer \$50,000 from Umpqua Bank to LGIP - General Funds		10,843.00	9,682.42
General Journal	11/26/19	11/26/2019		Transfer \$50,000 from Umpqua Bank to LGIP - General Funds		59,682.42	159,682.42
Total 10105 - General Fund LGIP 6017							
Total 101 - GENERAL FUND CHECKING & LGIP							
10101 - Petty Cash	Cash	11/07/2019	Peterson, Rex	REFUND Keys/Card Deposit		160,428.25	159,682.42
Check					265,923.24	576,609.75	-1,391,275.49
Total 10101 - Petty Cash							
Total 100 - UNRESTRICTED CASH & EQUIVALENTS							
					0.00	20.00	424.25
					265,923.24	576,629.75	-1,390,851.24

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**Port of Brookings Harbor
Check Registers
As of November 30, 2019**

11:18 AM
12/05/19
Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit	Balance
110 - RESTRICTED CASH & EQUIVALENTS							
104 - RESTRICTED MONEY MKT & CHECKING							
20104 - USDA BOND Umpqua MM 9529							
Check		11/07/2019	USDA Rural Development	USDA #97-02 Revenue Bond Payment		130,120.00	261,954.82
					0.00		133,942.12
Total 20104 - USDA BOND Umpqua MM 9529						130,120.00	132,631.43
20104 - Debt Service Umpqua MM 8627							2,511.43
Check		11/15/2019	Umpqua Bank/Loan#747041620	Genie Reach Forklift Loan#747041620 Payment #21		1,464.71	2,503.65
Check		11/22/2019	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #37 - 50 BFMI Travelift		4,659.00	1,038.94
General Journal		11/04/2019		Transfer to Debt Service Fund for Travelift Payment	4,659.00		-3,620.06
General Journal		11/04/2019		Transfer to Debt Service Fund for Fork Lift Payment	1,464.71		1,038.94
Total 20104 - Debt Service Umpqua MM 8627					6,123.71	6,123.71	2,503.65
40104 - Capital Projects Umpqua 8018							
General Journal		11/07/2019		Transfer to Capital Projects for payment to BOLI Public Works Fee for PW319 Basin 1 Project	679.45		-1,192.96
General Journal		11/27/2019		Transfer to Capital Projects for payment to BOLI Public Works Fee for PW319 Basin 1 Project	393.75		-513.51
General Journal		11/22/2019		NGV 2019 LEASE Pmt		923.24	-119.76
Bill Pmt -Check		11/07/2019	BOLI PWR	Public Works Fee PW319 Basin 1 Piling Project		679.45	-1,043.00
Bill Pmt -Check		11/27/2019	Engineering Tech. Services	Continue developing preliminary Const. Drawings for Marine Fuel Dock Station C20193		393.75	-1,722.45
Total 40104 - Capital Projects Umpqua 8018					1,073.20	1,996.44	-2,116.20
Total 104 - RESTRICTED MONEY MKT & CHECKING					7,196.91	138,240.15	2,899.88
105 - RESTRICTED LGIP							
20105 - USDA Bond Fund LGIP 6021							
General Journal		11/04/2019	USDA 11/4	To transfer to USDA Revenue Bond Fund for November 2020 Payment	10,843.00		128,012.70
Total 20105 - USDA Bond Fund LGIP 6021					10,843.00	0.00	10,638.24
30105 - IFA Debt Service Fund LGIP 6020							21,481.24
General Journal		11/04/2019	IFA 11/4	Transfer to IFA Debt Services for 4th Qtr 2019 Pmt	24,168.00		21,481.24
Total 30105 - IFA Debt Service Fund LGIP 6020					24,168.00	0.00	42,594.14
50105 - Reserve Fund LGIP 6018							66,762.14
General Journal		11/04/2019	RES 11/4	Transfer to Reserve Fund	10,417.00		74,780.32
Total 50105 - Reserve Fund LGIP 6018					10,417.00	0.00	85,197.32
Total 105 - RESTRICTED CASH & EQUIVALENTS					45,428.00	0.00	173,440.70
Total 110 - RESTRICTED CASH & EQUIVALENTS					52,624.91	138,240.15	176,339.58
TOTAL					318,548.15	714,869.90	-1,214,511.66



PORT MANAGER MONTHLY REPORT

Date: December 17, 2019
Period: November 2019
To: Honorable Board President and Harbor District Board Members
Issued By: Gary Dehlinger, Port Manager

Safety & Security

Port of Brookings Harbor safety performance recorded one first aid accident when our employee cut his finger while using a post-hole digging tool.

South Coast Knight Security and POBH recorded 15 overnight parking violations, 1 no camping, 3 dumping of trash, 24 boat launch ticket and parking issues, and 3 unauthorized visitors on Port properties. November Security Log attached for your review.

Port recorded 7 incidents in November:

Vehicle struck Beachfront Bistro building causing minor damage to the siding. Condition of the driver was unknown.



Truck lost control and backed into Basin 2. Driver was uninjured. Truck was removed from the basin without causing any spills or cleanup from Port staff.



November Incident Log attached for your review

Port Office

Port still waiting on DEQ 1200-Z final approval. Once Port receives final approval, Stormwater Pollution Control Plan will be implemented.

Attend Emergency Preparedness Response Planning Winter Storm in Gold Beach with County and other local agencies. We reviewed each agencies role in a Winter Storm, as well as assess our resources in order to better prepare for Winter Storm/Flooding/Power Outage Emergencies.

THE GOAL:

Update Plans & Policy as well as iron out agencies roles, before, during and after a winter storm, flooding, power outage incident, as well as mitigate potential impacts to the community of Curry County during such emergencies. To provide effective resilience, incident management/coordination during response or emergency by establishing, Communications-Information Management, Countermeasures & Mitigation, Surge Management and Bio surveillance.

FEMA / Natural Hazard Mitigation Plan

FEMA DR-4432 February 24, 2019 storm damage to slopes, fuel dock ramp and dredging is waiting for final approval. Revised cost estimates were provided to FEMA. Estimated cost for slope repair is now \$755,000. Revised cost estimate for dredging is now \$875,000. Fuel dock estimated repairs is \$220,000.

FEMA DR-4452 April 6, 2019 storm damage to basins sediment is waiting for final approval. Revised cost estimate for dredging is now \$1,770,000 for hauling spoils off site.

Other Grants

Attend FEMA-Oregon Emergency Management grant training in Medford. This grant training covered only equipment not construction related projects. Grants must be submitted through County Emergency Management and each county has a limited number of equipment requests. All equipment grants must have a terrorism nexus to be eligible. Deadline is January 17, 2020. This grant program might work for the Port to acquire backup generators for the fuel dock and possibly other sensitive operations at the Port. Matching for this grant is 10%. Port should schedule submitting for this type of grant in the next cycle.

Board approved moving forward with FEMA Pre-Disaster Mitigation Grants for Basin 2 Slopes Repairs, Dredging, Seawall at RV Park and Receiving Dock Repair (Pac Choice) projects this year. Deadline is earlier than we thought, January 3, 2021. Jack Akin/EMC is working on grant applications for slope repair and dredging since these are tied to 2019 disasters and should have a higher probability of award. This grant is highly competitive as well as FEMA-PDM grant terminology is very specific and difficult to understand. At this time, RV Park seawall and receiving dock will be planned for next grant cycle.

SECURITY LOG

#	Date	Reported By	Issue Type	Location	Vehicle Plate	Notes
440	11/06/19	SCKS	No Camping	Retail Parking Lot	Z373NI	
441	11/09/19	SCKS	Overnight Parking	RV Park	7GOS548	
442	11/10/19	SCKS	Overnight Parking	Retail Parking Lot	BPR7375	
443	11/11/19	SCKS	Overnight Parking	Retail Parking Lot	132FTV	1
444	11/11/19	SCKS	Overnight Parking	Retail Parking Lot	934HBU	
445	11/12/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	877JTA	Date not visible
446	11/12/19	POBH	Parking Violation	Boat Launch Parking Lot	458KUG	Single car in trailer stall
447	11/12/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	246HUU	Expired ticket
448	11/12/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	4865	Expired ticket
449	11/12/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	A1032914	Date not visible
450	11/12/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	182JAX	Expired ticket
451	11/12/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	197KWD	No ticket
452	11/12/19	SCKS	Dumping	RV Park		Trash in Dry Camp
453	11/12/19	SCKS	Overnight Parking	RV Park	SCC964	
454	11/13/19	SCKS	Dumping	Retail Parking Lot		
455	11/13/19	SCKS	Overnight Parking	Retail Parking Lot	A1019802	Temp License
456	11/13/19	SCKS	Overnight Parking	Retail Parking Lot	HDHB	
457	11/13/19	SCKS	Dumping	Commercial Basin		
458	11/13/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	40293	
459	11/13/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	760LDP	Date not visible
460	11/14/19	SCKS	Overnight Parking	Retail Parking Lot	39713H1	
461	11/14/19	SCKS	Overnight Parking	Retail Parking Lot	132FTV	2
462	11/14/19	SCKS	Overnight Parking	Commercial Basin	348KJR	
463	11/14/19	SCKS	Overnight Parking	Commercial Basin	803LLN	
464	11/14/19	SCKS	Overnight Parking	Commercial Basin	68320H1	
465	11/14/19	SCKS	Unauthorized Visitor	RV Park	435LHL	
466	11/14/19	SCKS	Unauthorized Visitor	RV Park		Yellow School Bus
467	11/14/19	SCKS	Unauthorized Visitor	RV Park		
468	11/14/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	035LSL	No ticket
469	11/14/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	5098452	No ticket
470	11/14/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	476LFM	No ticket
471	11/14/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	346KYR	Single car in trailer stall
472	11/14/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	171JPJ	No ticket
473	11/15/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	7U35333	Took ticket on boat
474	11/15/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	991FWZ	Single car in trailer stall
475	11/15/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	8Y87866	Single car in trailer stall
476	11/15/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	1032914	Date not visible
477	11/15/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	40879J1	
478	11/21/19	SCKS	Overnight Parking	Kite Field	071KKA	
479	11/21/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	8GBX942	Single car in trailer stall
480	11/23/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	TCH530	No ticket

NOVEMBER 2019
SECURITY LOG

#	Date	Reported By	Issue Type	Location	Vehicle Plate	Notes
481	11/23/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	397FRC	No ticket
482	11/23/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	1973	No ticket
483	11/23/19	POBH	Boat Launch Ticket	Boat Launch Parking Lot	530KLQ	No ticket
484	11/24/19	SCKS	Overnight Parking	Boat Launch Parking Lot	Yellow Bus	Brokedown
485	11/24/19	SCKS	Overnight Parking	Retail Parking Lot	329KTR	

INCIDENT LOG

#	Date	Description of Incident	Location	Corrective Actions
80	11/04/19	Hungry Clam burglarized	Hungry Clam - Commercial Retail	Sherriff's contacted
81	11/08/19	Diesel Leak	Fuel Dock	Line was removed and temporarily fixed
82	11/15/19	Gas Leak	Fuel Dock	Line was removed and temporarily fixed
83	11/18/19	Car struck Beachfront Bistro Resturant Building	Best Western / Port Property	Emergency agencies responded, car was towed, building has some damage
84	11/22/19	Truck drove (backed in) into Basin 2	Basin 2 near E Dock	Sherriff department was contacted, vehicle was remove.
85	11/24/19	Boat taking on water	Basin 1, A 29	Pumped the water out and called the emergency contact on file
86	11/26/19	Vessel line broke	Basin 1, B 16	Replaced line



HARBORMASTER MONTHLY REPORT

Date: December 17, 2019
Period: November 2019
To: Gary Dehlinger, General Manager
Issued By: Travis Webster, Harbormaster

Operations

- **RV Park**

Small repairs continue with water leaks, breaker replacement, and cable TV repairs. During the November 26th and 27th windstorm, the RV Park suffered only minor damage to fences and knocked out a repeater for the wi-fi system. Port staff also removed sand that was blown onto the driveway areas throughout the park.

Occupancy by Month & Year

November	2018	2019	Change	YTD 2018	YTD 2019	Change
RV Park	16.69%	15.22%	-1.47%	35.47%	29.53%	- 5.94%

- **Marina**

Engineer okayed the flag poles and stated the flags must come down in high winds. Port staff added new flagpole hardware to the flag poles along boardwalk. Port staff completed a 40 ft finger rebuild in basin 2, along with board replacement on main dock. During the high winds in late November Port staff monitored both basins, inspected mooring lines, tightened and replaced lines as needed.

Moorage holders need to keep in mind to also check that their vessels mooring lines are tight and not frayed, vessel is not taking on water and bilge pump is working, and to keep docks clear of debris like bicycles, crab pots, crab ropes, and carts.

Max Capacity – 512 slips		Slips Closed – 14 slips		Available Slips – 498 slips	
Basin 2 239 slips	Water and Power Available	Basin 1 273 slips	With Power Available	Without Power Available	
	16 – 24' slips 0 – 40' slips		3 - 40' slips 3 – 30' slips	7 – 40' slips 12 – 30' slips 113 - slips under 22'	

Moorage Renewals by Month

Total Moorage Rentals

November	2018	2019	Change	YTD 2018	YTD 2019	Change
Recreational	14	19	5	264	361	97
Commercial	4	8	4			
Transient	3	2	-1	69	82	13

Boat Launches Paid through Launch Machine

Boat Launch		352				
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- Gear & Boat/Trailer Storage**
 Weekly inventory of all gear storage, boat storage and trailer storage. Port staff installed new fence posts and top rail for our expanded boat storage and the fence should be complete by end of December. Demo of Green Building is near completion. Due to a change order with the project the completion date will be a couple more weeks. After completion Port will pursue finishing grading and prep the area for more boat storage. Port will be advertising boat and trailer storage around the first of the year.
- Commercial Receiving Docks**
 Port staff graded gear storage roads. Commercial fleet has started crab pot work in hopes for a December start. One dock hoist was repaired at Bornstein's dock. All hoist and docks for our tenants are functioning and ready for the crab opener. Although the docks are ready for use, all docks suffer from drainage issues that will need to be addressed in the future, when funds or grants become available.
- Boat Yard**
 The remaining debri from the bank cleanup is removed from the back of boat yard. A detailed list has been started on the gear and items on our abandoned boats in boat yard. This list should be completed by middle of Dec.

Travel Lift work included 12 boats with various types of maintenance work.
 Forklift work included 7 jobs for the commercial fleet.

Billable Services Performed this Month and Boat Yard Inventory

Description	Hours	Quantity	Working	Abandon
Reaclift (Forklift)	10	7		
Travel Lift Haul Ins-Outs		12		
Vessels in Boat Yard			11	7

- Maintenance Crew**
 Maintenance crew completed 27 work orders. Please see attached log for descriptions. Port staff had a diesel line that started to leak at the base of the gangway. Staff noticed the leak almost immediately and were able to shut lines off and drain. Staff ordered a new temporary line and installed the following Monday. One week after that a gas line began to leak. That hose was also shut off, drained and replaced by Port staff. On both occurrences, incident reports and spill agencies were filled out and notified.
 POBH purchased a new silt curtain for our future culvert project and other needs.
- Abandoned Boats**

1. Sweet Genevieve	5. Gypsy Lee
2. Katish	6. Stella
3. 4 play	7. Kanygo 289938
4. No-Y	

WORK ORDERS LOG
Port Of Brookings Harbor
November 2019

Date	Location	Description of Work	Corrective Action	Date Completed	Completed By
10/31/19	RV Park - Far Dumpster	Locking mechanism stuck	fixed locking mechanism	11/1/19	Brent
10/28/19	RV Park - Front Row	move picnic tables	Moved tables back to their spots	11/1/19	Shawn & Cameron
11/1/19	Hungry Clam	Back door lock failed	notified door locks is tenants responsibility	11/1/19	Brent
11/1/19	Basin 2, I & J Ramp	Locking mechanism stuck	fixed locking mechanism	11/1/19	Brent
11/5/19	Basin 2, Bathrooms	Coin Showers not working	Removed jam, reassembled	11/5/19	Brent
11/4/19	Retail Parking Lot	Hang new sign	Done	11/5/19	Brent
11/1/19	Basin 1 Gangway Entries	Install Keypad locks	Done	11/6/19	Brent
11/5/19	Retail Area - Entryway	Hang new sign	Done	11/6/19	Brent
11/5/19	EQ#1110, 2007 Chevy	Prep new truck for use	Cleaned, Oil Change, Logo Added	11/6/19	Brent
11/1/19	Basin 2, J dock, Slip 3	Remove tire on triangle	Removed and disposed of tire	11/7/19	Cameron
11/1/19	Basin 1, B dock, Slip 2	Triangle is laying on finger	Reinstalled triangle to slip	11/7/19	Cameron
11/1/19	Basins 1 and 2	Repaint yellow lines on docks	Repainted lines, marked trip hazards	11/7/19	Sean & Cameron
11/1/19	Basin Ramp Entries	Install Slippery When Wet signs	Installed, need 4 more (DS to order)	11/7/19	Shawn
11/8/19	Fish Cleaning Station	Carcass bins are full	Moved to Alexander Dairy	11/8/19	Brent
11/12/19	Fish Cleaning Station	Carcass bins are full	Moved to CTR	11/12/19	Brent
11/12/19	Fuel Dock	Splice in water line	Repaired	11/13/19	Shawn
11/8/19	RV Park, Site 44	Guest report 50 AMP not working	Breaker was off - now working	11/13/19	Brent
11/12/19	RV Park Golf Cart	Corrosion on battery terminals	Cleaned	11/13/19	Shawn
11/13/19	Basin 2, Bathrooms	Report of stench like sewer	Nothing/no smell found	11/14/19	Travis
11/15/19	RV Park, Ladies room	Paper towel dispenser not working	Fixed	11/16/19	Shawn
11/19/19	Boatyard - Travelift	Wheels going out of alignment	Adjusted alignment, repaired	11/19/19	Brent
11/19/19	Basin 2, J dock, Slip 2	Need to contact vessel owner	Sign to contact office put on boat	11/19/19	Danielle
11/7/19	RV Park, Site 87	Broken seat on picnic table	Replaced (2) 2x6 boards	11/20/19	Shawn
11/18/19	Basin 1, A dock, Slip 1	Customer request cleats be moved	Moved cleats per request	11/20/19	Sean & Cameron
11/18/19	RV Park, around site 87	Clean up area where waterline broke	Dirt pile and all cones removed	11/20/19	Sean & Cameron
11/22/19	Basin 2, D 12	Vessel appears to be heavy - Stern	Done	11/22/19	Shawn
11/22/19	Hungry Clam	Would like to hang lights outside	Informed of policy - nothing is allowed to be attached to the exterior of retail buildings	11/25/19	Brent

ACTION ITEM – A

DATE: December 17, 2019
RE: Port Audit Report Fiscal Year 2018-19
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port audits must be reviewed and approved by Certified Public Accountant (CPA), approved by the Board, and then submitted to State of Oregon by December 31 every year.

DOCUMENTS

- Manager's Representation Letter, 5 pages
- Draft Port Audit Report FY 2018-19, 74 pages
- Draft Resolution No. 530 Acceptance of Draft Audit Report for Fiscal Year 2018-19, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve draft Port Audit Report for fiscal year 2018-19 and Resolution No. 530 Acceptance of Draft Audit Report.



November 30, 2019

C. J. Huntsman, CPA, P.C.
P.O. Box 569
Coos Bay, OR 97420

This representation letter is provided in connection with your audit of the primary government modified cash basis financial statements of the Port of Brookings Harbor (the "Port"), which comprise the respective modified cash basis financial position of the governmental activities and each major fund as of June 30, 2019, and the respective changes in financial position, respective budgetary comparison statements for each major fund, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in conformity with the modified cash basis method of accounting, which management has determined is an acceptable financial reporting framework that differs from generally accepted accounting principles accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of November 22, 2019, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated June 10, 2019, including our responsibility for the preparation and fair presentation of the primary government financial statements in conformity with the modified cash basis of accounting, an acceptable accounting framework recognized by Oregon law for use by local governments, and for preparation of the supplementary and other information in accordance with the applicable criteria.
2. The primary government financial statements referred to above are fairly presented in conformity with the modified cash basis of accounting and include all properly classified funds and other financial information of the primary government required to be included in the financial reporting entity. Note 1 of the financial statements describes the modified cash basis of accounting as used by the Port.
3. While there is no standard setting body that establishes accounting standards for the modified cash basis of accounting, both the Government Finance Officers Association (GFOA) and the American Institute of CPAs (AICPA) publish guidance and example materials used in preparing modified cash basis financial statements. The Port used these application materials published by the GFOA and AICPA in preparing our primary government financial statements using the modified cash basis reporting framework.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
5. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

6. Significant assumptions we used in making accounting estimates, including those measured at fair value, are not disclosed in the notes to the financial statements, since the Port follows financial reporting applicable to the modified cash basis of accounting.
7. Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed when applicable.
8. Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.
9. The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole for each opinion unit.
10. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in conformity with the modified cash basis of accounting when material.
11. Guarantees, whether written or oral, under which the Port is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

12. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the Port from whom you determined it necessary to obtain audit evidence.
 - d. Minutes of the meetings of the Port or summaries of actions of recent meetings for which minutes have not yet been prepared.
13. All material transactions have been recorded in the accounting records and are reflected in the financial statements.
14. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
15. We have no knowledge of any fraud or suspected fraud that affects the Port and involves—
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
16. We have no knowledge of any allegations of fraud or suspected fraud affecting the Port's financial statements communicated by employees, former employees, regulators, or others, except for Oregon Local Budget Law. The Port's General Fund expenditures in the materials and services category exceeded the total appropriated budget by \$159,368.

17. We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
18. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
19. Management has secured commercial insurance through a pooling arranged managed by the Oregon Special Districts Association and believes that such insurance coverage is sufficient to preclude any significant uninsured losses.
20. We have disclosed to you that the Port has no related parties and all the related party relationships and transactions of which we are aware would have been made available to you.

Government-specific

21. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
22. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
23. Except for the modified cash basis reporting framework which limits U.S. GAAP required disclosures, the Port has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
24. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
25. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
26. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
27. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
28. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance, except for Oregon Local Budget Law. The Port's General Fund expenditures in the materials and services category exceeded the total appropriated budget by \$159,368.
29. Except has been made known to you, the Port has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
30. The Port has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

31. The financial statements properly classify all funds and activities in compliance with the modified cash basis method of accounting.
32. All funds that meet the quantitative criteria in GASBS 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
33. Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
34. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
35. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal when applicable.
36. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
37. Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
38. We have appropriately disclosed the Port's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
39. We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
40. With respect to the supplementary schedule of modified cash basis property tax transactions, schedule of long-term debt principal and interest transactions, and the schedules of future cash requirements for payment of long-term debt on the revenue bond series 2000, combined IFA notes payable and other notes payable, on which an in-relation-to opinion is issued:
 - a. We acknowledge our responsibility for presenting the supplementary information as described above in conformity with the modified cash basis of accounting, and we believe the supplementary information as described above, including its form and content, is fairly presented in compliance with the modified cash basis of accounting. The methods of measurement and presentation of the supplementary information as described above, has changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - b. We acknowledge that while there is no standard setting body that establishes accounting standards for the modified cash basis of accounting, both the Government Finance Officers Association (GFOA) and the American Institute of CPAs (AICPA) publish guidance and example materials used in preparing modified cash basis financial statements. The Port used these application materials published by the GFOA and AICPA in preparing our primary government financial statements using the modified cash basis reporting framework.
41. With respect to Oregon Minimum Standards:
 - a. Other than as disclosed within the audit report and above, the Port was in compliance with all the provisions of the Oregon Local Budget Law, Oregon Revised Statutes (ORS) 294.
 - b. The Port's deposits are adequately covered by federal depository insurance or certificates of participation at all times during the year.

- c. The Port's investments comply with the legal requirements pertaining to the investment of public funds contained in ORS 294.035.
- d. There are no instances of non-compliance with ORS Chapter 279 (public contracts and purchasing).
- e. The Port's insurance and fidelity bond coverage is adequate.
- f. The Port's debt outstanding was within legal provisions of the ORS's.
- g. The Port had no outstanding endorsed warrants.
- h. The Port had no programs funded from state highway funds.

Signed: 
Gary Dehlinger, Port Manager, Port of Brookings Harbor

Signed: 
Kim Boom, Financial Officer, Port of Brookings Harbor



PORT OF BROOKINGS HARBOR OREGON

ANNUAL FINANCIAL REPORT

For the year ended June 30, 2019

Prepared by Port Administration



PORT
BROOKINGS
HARBOR

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PORT
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INTRODUCTORY SECTION



Fiscal Year June 30, 2019

To the District Board of Commissioners and Community

The management of the Port of Brookings Harbor is pleased to provide this annual financial report to the Board of Commissioners, the Community and other interested parties to demonstrate its accountability and communicate the District's financial position and resource flows as of and for the year ended June 30, 2019. Management of the Port is responsible for the fair presentation of the annual financial report, for maintaining appropriate internal control over financial reporting, and for complying with applicable finance-related laws, regulations, and provisions of grants and contracts. The Port reports its financial statements and schedules on the modified cash basis, which management has determined is an acceptable financial reporting framework that differs from generally accepted accounting principles (GAAP). All of the financial analyses in this report should take into considerations the limitations inherent in the modified cash basis of accounting.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

CJ Huntsman CPA PC, a firm of certified public accountants of Coos Bay, Oregon, have issued an independent auditor's report on these financial statements and schedules which includes an unmodified ("clean") opinion on all the opinion units of the Port of Brookings Harbor financial reports for the year ended June 30, 2019. The independent auditor's report is located at the front of the financial section of this report.

Profile of the Port

The Port of Brookings Harbor was formed as a result of 1956 election following approval of a ballot measure to permanently form, fund and operate a shallow-draft harbor (shallow-draft harbors are defined as those with 14 feet or less depth) at the mouth of the Chetco River. The boundaries of the Port District include the City of Brookings, the neighboring community of Harbor and surrounding unincorporated areas of southern Curry County. The estimated population of the Port District is 11,000. The Port has a permanent tax rate of \$0.1316 per \$1,000 of assessed property value for those living within the Port boundaries.

As a special district, the Port of Brookings Harbor operates under the governance and supervision of an elected board of commissioners. The elected members represent specific geographic areas of the District and their positions are referred to by numbers 1 through 5. The members choose among themselves who shall serve as officers.

Local Economy

Curry County is located in southern Oregon and includes three incorporated cities — Brookings, Gold Beach and Port Orford. With mountains, valleys, the Chetco River, the Rogue River, and wilderness areas, Curry County offers many tourism and recreational opportunities.

Demographics. According to the July 1, 2019 U.S. Census, the population of Curry County is 22,813. With some of the lowest property taxes in Oregon, Curry County enjoys a large senior population (persons 65 and older), which makes up about 33.2 percent of the total population (compared to 17.1 percent in Oregon). Children under 18 years make up 14.6 percent (compared to 21.1 percent in Oregon), with 4 percent being under age five (compared to 5.7 percent in Oregon).

Port Economy to District. As reported in the Port of Brookings Harbor Strategic Business Plan, a state-wide study entitled the Economic Benefits of Oregon Ports, March 2014 summarizes the permanent annual economic impact of the Port, by including the following annual benefits:

- Totally Port related Oregon employment of 860 jobs (706 direct and 150 for indirect/induced);
- Oregon output (gross sales) were nearly \$67.9 million (\$40.9 million direct and \$27 million in direct/induced);
- Oregon real Gross Domestic Product of \$39.4 million (\$22.65 million direct and \$16.78 million in direct/induced);
- Oregon labor income of \$23.93 million (\$12.89 million direct and \$11.05 million in direct/induced);
- Annual local and Oregon tax revenue/payments of \$4.21 million (\$1.26 million in local and \$2.95 million in state tax revenues);
- Annual federal tax/payments by Oregon enterprises and employees \$5.12 million.

Budget

Oregon local governments are required by state law to budget all funds each year, except for their first year of operation. The Board of Commissioners made four changes to the adopted and appropriated budget during 2018-19 through the adoption of four supplemental budgets. In addition, the Board of Commissioners approved an interfund loan resolution for loans made and repaid during the fiscal year. There were no over-expenditures of the approved spending limits established by the Board of Commissioners in the Debt Service Fund, the Revenue Bond Fund, the Capital Projects Fund or the Reserve Fund. However, the General Fund materials and services appropriation was exceeded by \$158,368. While the spending was approved by the Board of Commissioners, it was not provided for in the General Fund budget appropriations.

Financial Analysis

The government-wide financial statements are reported using the modified cash basis of accounting. Under this basis of accounting, only cash (and cash equivalents) and items that involve the receipt and disbursement of cash (or cash equivalents) during the period are recognized, except as follows:

- (1) Interfund receivables and payables that arise from transactions events involving cash or cash equivalents are recognized;
- (2) Assets that normally convert to cash or cash equivalents (e.g. certificates, of deposit, marketable investments or receivables resulting from loans) that arise from transactions and events involving cash or cash equivalents are recognized; and
- (3) Liabilities for cash (or cash equivalents) held on behalf of others, held in escrow, or received in advance of being earned or meeting eligibility requirements are recognized.

As a result of the use of this modified cash basis of accounting, certain transactions are not recorded in a government's financial statements. For example, accounts receivable and revenue for billed provided services that have not been collected in cash are not accrued as revenue or receivables. Additionally, capital assets such as buildings, equipment and improvements are not reported on the face of the financial statements. However, a government's long-term debt obligations are disclosed in the notes to the financial statements.

Summarized statement of net position:

	Governmental Activities	
	2017-18	2018-19
Total assets	<u>\$ 304,919</u>	<u>\$ 445,351</u>
Total liabilities	<u>-</u>	<u>-</u>
Net position:		
Restricted	122,894	120,904
Committed	182,025	324,447
Unrestricted	-	-
Total net position	<u>\$ 304,919</u>	<u>\$ 445,351</u>

For the year ended June 30, 2019, the overall modified cash basis Governmental Activities net position has increased by \$140,432. The primary reasons for the increase are due to the Port service revenues exceeding the budget estimates by \$250,409.

Summarized statement of changes in net position:

	Governmental Activities	
	2017-18	2018-19
Expenses	<u>\$ 2,928,402</u>	<u>\$ 3,390,589</u>
Program revenues	<u>2,665,092</u>	<u>3,260,351</u>
Net expense	(263,310)	(130,238)
General revenues	<u>340,701</u>	<u>270,670</u>
Change in net position	<u>\$ 77,391</u>	<u>\$ 140,432</u>

Governmental Funds

For the fiscal year ended June 30, 2019, the governmental funds reported a combined fund balance of \$445,341 consisting of the General Fund balance of \$280,776, Debt Service Fund balance of \$21,006, Revenue Bond Fund balance of \$99,898, Capital Projects Fund balance of \$10,579 and the Reserve Fund Balance of \$33,092.

General Fund Budget

Original budget compared to final budget. During the year changes were made to the adopted and appropriated budget by adopting four supplemental budgets.

Final budget compared to actual results. On the upside, actual Port service revenues exceeded budget estimates by \$250,409, actual property tax revenues exceeded budget estimates by \$13,306, interest revenues exceeded budget estimates by \$3,755 and miscellaneous revenues exceeded budget by \$5,832. On the downside, salvage sale revenues fell short budget by \$132,092. Combined, these budget variances amounted to \$141,210 more revenue than anticipated.

With respect to Port operations, actual personnel service expenditures were less than budgeted by \$98,600. However, materials and service expenditures exceeded budget by \$159,368. Capital outlay actual spending was less than budget by \$263. The remaining unspent budgeted contingency was \$127,774. As a result, total actual General Fund spending was \$67,269 less than budgeted.

Management believes that as controls over financial accounting continue to strengthen, coupled with the modified cash basis of accounting that the Port now uses, improvements in budget management will result.

Change in accounting basis. The Port changed its accounting basis during 2017-18 from the full accrual basis in accordance with generally accepted accounting principles to the modified cash basis of accounting - another comprehensive basis of accounting. The reason for the change is that generally accepted accounting principles are becoming more complex and difficult to apply in local governments. The Port's GAAP accounting basis had been in operation for many years, but in recent years the Port had delays in completing its annual audit and in preparing its annual financial report. The delays were attributable to the increasing complexity of governmental GAAP. The change in accounting has resulted in the Annual Financial Report of the Port for 2018-19 being completed within the expected time frame of 180 days following of the fiscal year end as set by the state of Oregon.

The change in accounting basis has resulted in the following benefits:

1. Easier to manage the bookkeeping and accounting.
2. Lower cost to draft the financial statements.
3. Lower cost to audit the financial statements.
4. Requires less experienced and educated staff.
5. Allows a more-timely annual accounting close and open for the new fiscal year.
6. Closer alignment with annual Port budget.
7. More aligned with the short-term management focus of the elected commissioners and budget committee.
8. Acceptable accounting basis under Oregon Local Budget Law and the Oregon Municipal Audit Law.

Capital assets and long term debt administration

Capital assets – modified cash basis

Unlike generally accepted accounting principles, after original purchase, capital assets are not accounted for, or reported on, under the modified cash basis of accounting.

However, over the years the Port has invested in capital assets through the expenditure of capital outlay and remain available for use. These capital assets are either used in the Port operations or removed from service. It is estimated that capital assets in use or temporarily from service have a value of approximately \$18,000,000 that has been insured for.

Current year capital outlay expenditures were \$16,737 in the General Fund that consisted of three golf carts. Capital outlay in the Capital Projects Fund was \$436,547 and consisted of long-term improvements to Port property.

Long term debt – modified cash basis

At June 30, 2019 the Port's long-term debt consists of revenue bonds and four notes payable and totals \$3,384,269. All required debt payments were made and management expects to make the required debt payments as they mature.

More detailed information – capital assets and long term debt

More detailed information concerning capital assets and long-term debt transactions can be found in the notes to the basic financial statements and supplemental schedules.

Resources

There are no restrictions, commitments or other limitations that significantly affect the availability of fund resources for future use in ongoing Port operations.

Factors affecting financial condition – local economy

Marina – Basin 1. FEMA approved the first disaster declaration for Curry County from the February 24, 2019 storm. Basin 1 encountered excessive amounts of sediment from the Chetco River and storm drain culverts from the surrounding community.

FEMA approved the second disaster declaration for Curry County from the April 6, 2019 storm. Basin 1 again encountered excessive amounts of sediment from the Chetco River and storm drain culverts from the surrounding community. Bathymetric survey was conducted in July and found the port received up to 10 times the average sediment accumulations. Estimated amount of sediment from this year alone is 40,000 cubic yards.

2016 FEMA approved disaster piling project was completed this year and with the new configuration the Port is now able use all the docks for moorage rentals.

Marina – Basin 2. FEMA approved the first disaster declaration for Curry County from the February 24, 2019 storm. Basin 2 encountered excessive amounts of sediment from the Chetco River and storm drain culverts from the surrounding community and damages to basin slopes.

FEMA approved the second disaster declaration for Curry County from the April 6, 2019 storm. Basin 2 again encountered excessive amounts of sediment from the Chetco River and storm drain culverts from the surrounding community.

Approximately half of Basin 2 docks are over 44 years old and need major restoration work or replacement. C Dock continues to be out of service due to failing slopes and the need for dredging. Approximately 96% of dock moorage space is available for rent and 90% are rented.

Fuel Dock. The fuel dock is a valuable resource to the commercial fleet, Coast Guard and recreational vessels. While the fuel dock does not supply much revenue for the Port, it does supply support of other revenue generating sources.

FEMA approved the first disaster declaration for Curry County from the February 24, 2019 storm. Fuel Dock encountered damage to the ramp / bridge anchor.

RV Park. RV Park continues to provide the Port with valuable revenue to pay outstanding debts, maintenance of Port facilities and other Port related operations. Main restroom/shower facility was closed from storm related affects to the sanitary system and from other health related issues. Since 2016, the RV Park has lost the laundromat building, mini-mart, dry camping sites, tent sites and main restroom/shower facilities.

Every year storms continue to wreak havoc on the RV Park roads and facilities. Plans are being developed to address the ocean waves crashing over the seawall, rebuild the lost amenities, install new pull-thru sites, upgrade the electrical system, install storm water drainage, paving and reconfigure the RV Park entrance with possible hotel type rooms.

Commercial Leases. Commercial leases continue to provide the Port with valuable revenue to pay outstanding debts, maintenance of Port facilities and other Port related operations. Port is a landlord to thirty-five (35) tenants throughout the Port. Types of leases range from retail stores, restaurants, warehouse shop/storage, land rental and commercial receiving docks.

Boat Yard. The boat yard is a do-it-yourself boat maintenance and minor boat rebuilding. Port Staff operates the 50-ton travel lift for hauling out boats. Revenue is generated by haul outs and yard days and is dependent solely on the number of haul outs and boat repair work.

Boat yard also includes the Port shop, waste oil facility, equipment and material storage.

Port Office and Operations. The Port received notice from Oregon Department of Environmental Quality that the Port must obtain a 1200-Z NPDES Industrial Storm water general permit. The 1200-Z Permit will place significant monitoring and storm water testing requirements. All Port operations, tenants and moorage holders must follow all applicable federal, state and local laws and to use best practices when conducting activities that may have an effect on storm water quality. The effects of this permit to normal Port operations is not known, but management will be proactive to update the Port storm water infrastructure.

The Port continues to pay its debts on time and has increased payments to recoup on missed payments during the 2011 Tsunami disaster rebuilding.

Infrastructure maintenance will continue to be on the forefront of the budgeting process.

Increase of staff in the office and field has provided a higher quality of service. As with last year, management will continue to use specialty services to supplement Port maintenance and repair.

The Port staff will continue to seek grants, continue discussions with County and State, to find any and all sources of funding for new projects including dock repair in the Commercial Basin, storm water control, paving, storage space, remodel of the RV Park, and upgrades where needed.

Financial policies

It has been the Port's governing body and management to budget intent to plan and spend conservatively. The unwritten policy of conservatism has been beneficial and helped conserve Port resources and continue to provide Port services.

Acknowledgements

The preparation of this report could not have been accomplished without the commitment and dedication of the fiscal officer. Credit must also be given to the Board of Commissioners for their leadership and unfailing support for maintaining the highest standards of professionalism in the management of the Port of Brookings Harbor and finances. We also express our appreciation to the Port Budget Committee for their participation in approving the annual operating budget.

Respectfully submitted,

Port Profile and Governance Information


Gary Denlinger, Port Manager


Kim Boom, Financial Officer

Financial Information and Analysis


Gerald W. Burns, CPA, CGMA



BOARD OF COMMISSIONERS

<u>Position Number</u>	<u>Name and Address</u>	<u>Term Starts</u>	<u>Term Ends</u>
1	Joe Speir - Secretary P.O. Box 651 Brookings, OR 97415 Phone: 541-661-0757 (Cell) Email: joe@portofbrookingsharbor.com	6-15-18	6-30-19
2	Wes Ferraccioli – Board Member 1327 Crissey Circle Brookings, OR 97415 Phone: 541-450-4100 (Cell) Email: wes@portofbrookingsharbor.com	6-15-18	6-30-19
3	Roy Davis - Chairman P. O. Box 2679 Brookings, OR 97415 Phone: 541-661-0117 (Cell) Email: roy@portofbrookingsharbor.com	7-01-15	6-30-19
4.	Richard Heap – Co-Chairman 95975 N Brookside Dr. Brookings, OR 97415 Phone: 541-661-7078 (Cell) Email: richard@portofbrookingsharbor.com	6-13-18	6-30-19
5	Kenneth Range - Treasurer 96197 Cape Ferrelo Road Brookings, OR 97415 Phone: 541-661-1247 (Cell) Email: ken@portofbrookingsharbor.com	6-13-18	6-30-19



ADMINISTRATION

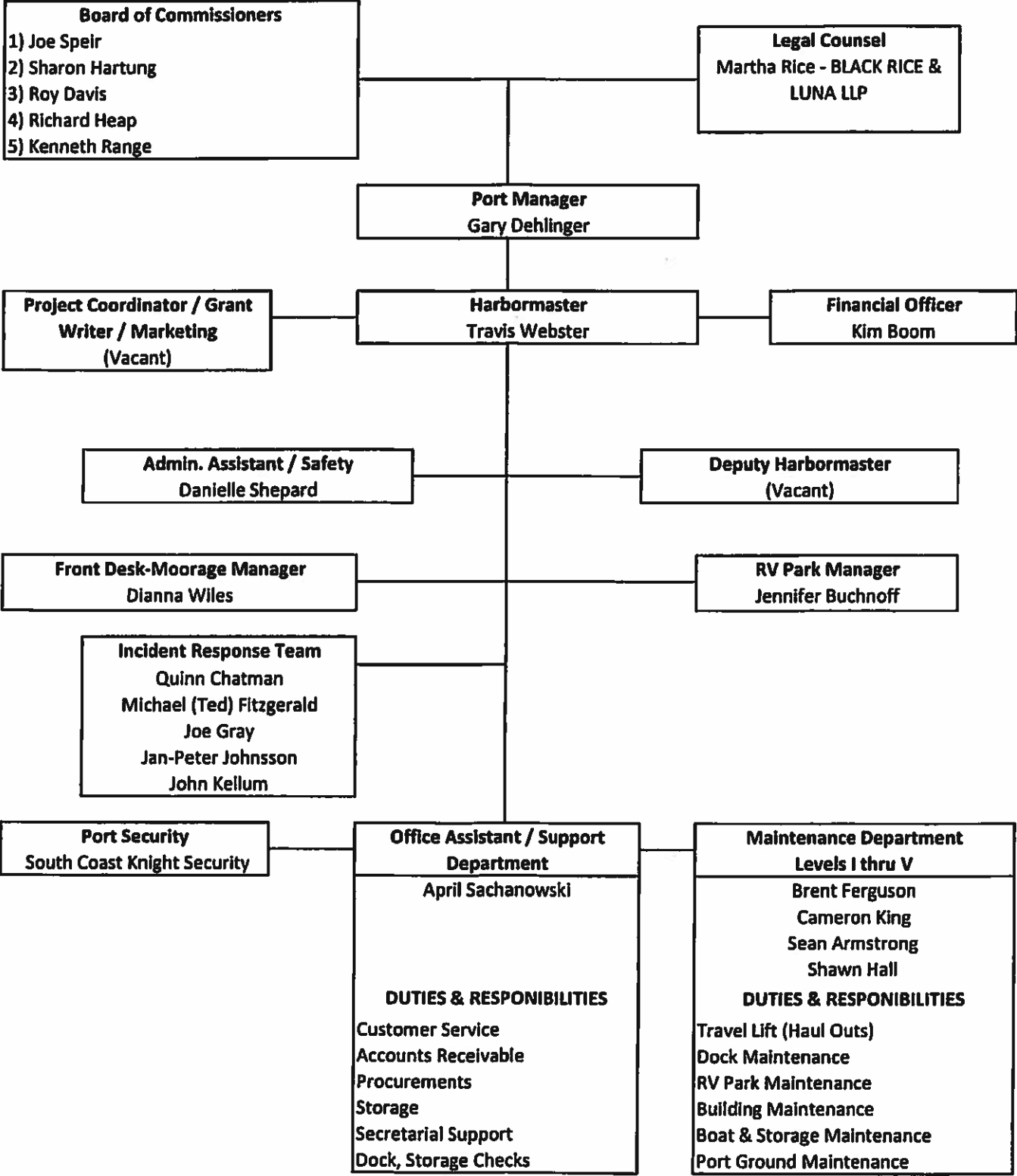
REGISTERED AGENT

Port Manager
Gary Dehlinger

Harbormaster
Travis Webster

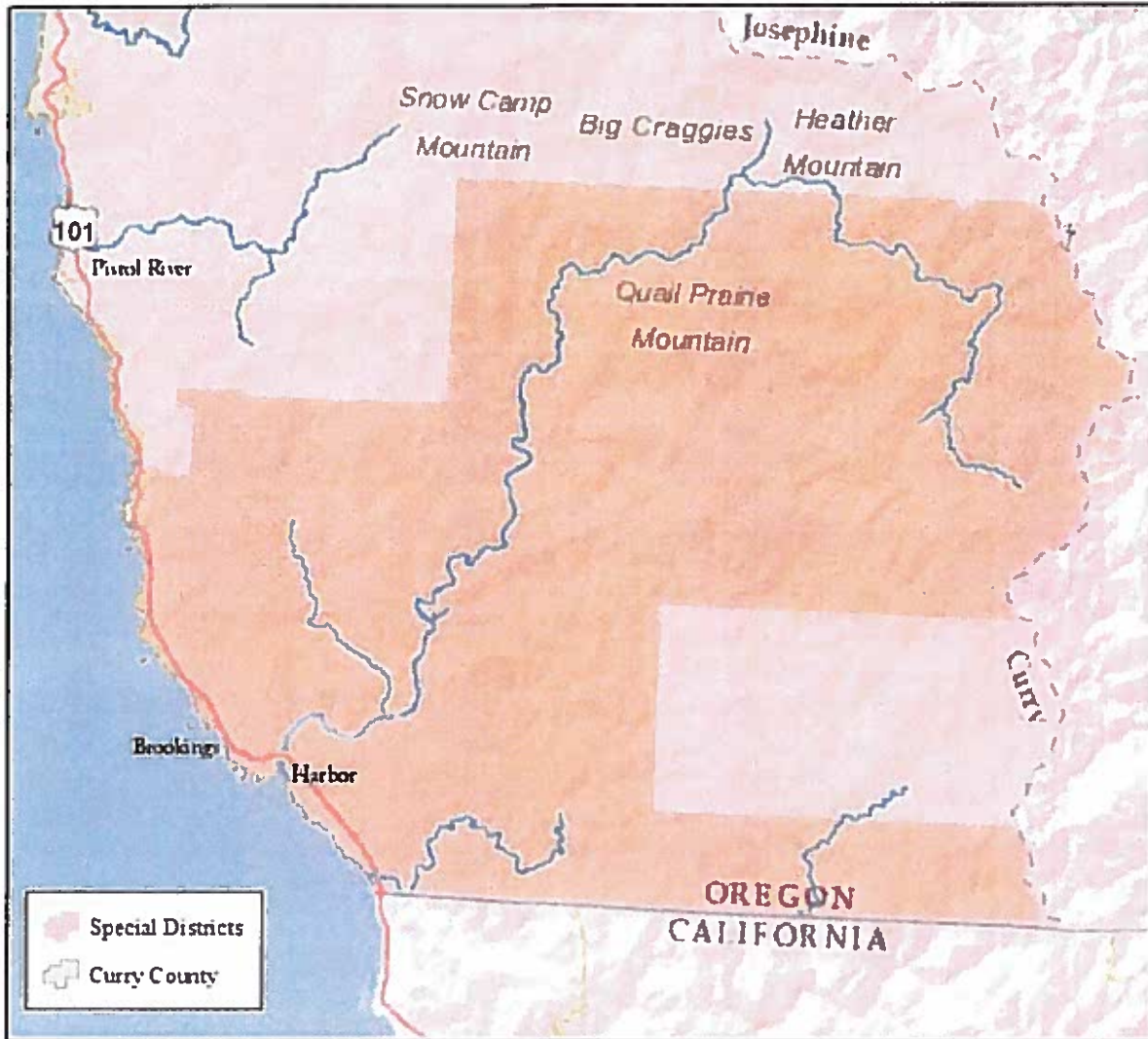
Financial Officer
Kim Boom

PORT of BROOKINGS HARBOR Organization Chart





Port of Brookings Harbor Geographic Boundaries



Brookings Area Special Districts
Community Library, Cemetery, Port



Port of Brookings Harbor Pictures



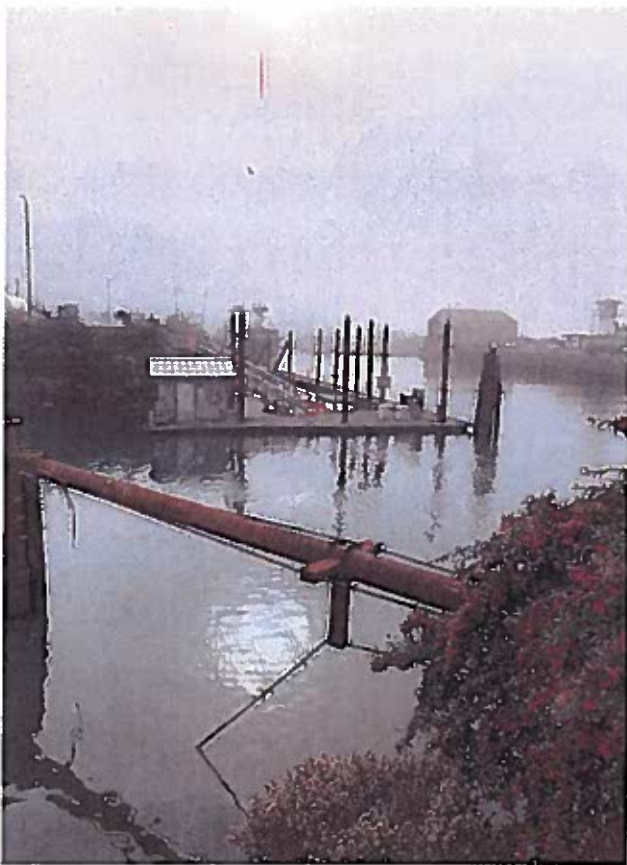
FEMA DR-4258 Basin 1 Piling Project completed April 2019



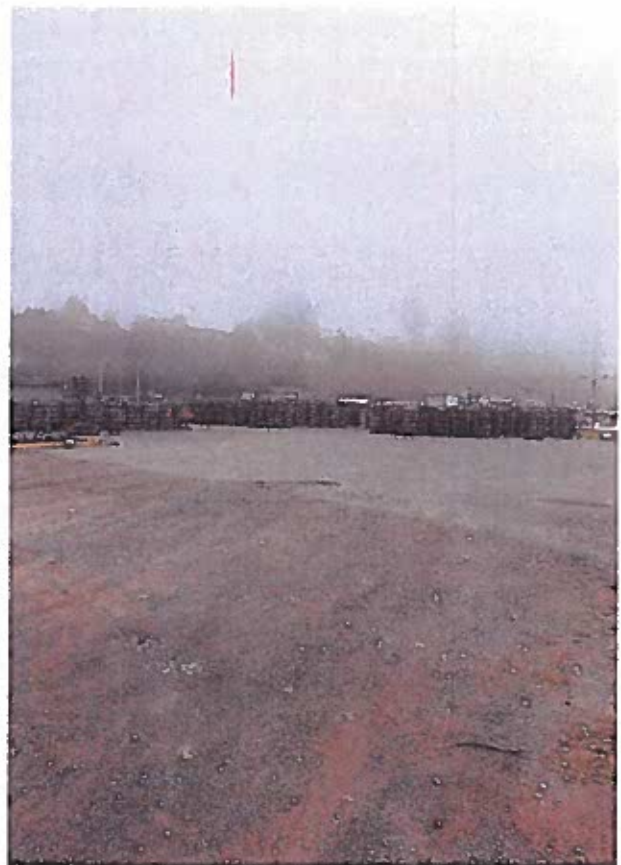
New Port Meeting Room



Beachfront RV Park



Fuel Dock



Gear Storage



Basin 2



Travelift



Commercial Retail



Ice House



Boat Trailer Storage



Receiving Dock

FINANCIAL SECTION



PORT
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Independent Auditor's Report



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Basic Financial Statements



Government-wide Financial Statements



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

**STATEMENT OF NET POSITION - MODIFIED CASH BASIS
June 30, 2019**

	<u>Governmental Activities</u>
Assets:	
Cash and Investments	\$ 445,351
	<hr/>
Total Assets	<u>445,351</u>
Liabilities:	
Other Liabilities	-
	<hr/>
Total Liabilities	<u>-</u>
Net Position:	
Restricted for:	
Debt Service	<u>120,904</u>
Committed for:	
Port Operations	280,776
Capital Projects	43,671
Total Committed	<u>324,447</u>
Total Net Position	<u>\$ 445,351</u>

See accompanying notes to basic financial statements.

**PORT OF BROOKINGS HARBOR
CURRY COUNTY OREGON**

**STATEMENT OF ACTIVITIES - MODIFIED CASH BASIS
For the Year Ended June 30, 2019**

FUNCTIONS	PROGRAM REVENUES				NET (EXPENSES) REVENUES AND CHANGE IN NET POSITION
	EXPENSES	PORT SERVICES	SALVAGE SALES	GRANTS	
Governmental Activities					
Port Operations	\$ 1,992,377	\$ 2,537,811	\$ 51,908	\$ 670,832	\$ 1,267,974
Capital Outlay	845,953	-	-	-	(845,953)
Debt Service	552,259	-	-	-	(552,259)
Total Governmental Activities	\$ 3,390,589	\$ 2,537,811	\$ 51,908	\$ 670,832	(130,236)
		General Revenues			
		Property Taxes			235,810
		Interest			9,843
		Miscellaneous			25,217
		Total General Revenues			270,870
		Operating Transfers in			2,138,087
		Operating Transfers Out			(2,138,087)
		Change in Net Position			140,432
		Net Position - Beginning			304,919
		Net Position - Ending			\$ 445,351

See accompanying notes to basic financial statements.

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PORT
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Fund Financial Statements

Governmental Funds

Governmental Activities

General Fund

The **General Fund** accounts for the administration and Port operations. Principal sources of revenue consist of property taxes, charges for Port operations services, grants from other agencies, and interest earnings. Major expenditures are for personnel services, operating supplies, repairs and maintenance, and professional contracted services relating to the administration and Port operations and capital outlay for equipment.

Debt Services Funds

The **Debt Service Fund** is used to account for the principal and interest paid on the Port's debt other than the revenue obligation bond. Resources are provided by operating transfers from the General Fund and interest earnings.

The **Revenue Bond Fund** is used to account for principal and interest payments on the revenue bond. Resources are provided by operating transfers from the General Fund and interest earnings.

Capital Projects Fund

The **Capital Projects Fund** is used to account for expenditures on major construction and improvement projects of the Port. Resources are provided by capital grants, loans and operating transfers from the General Fund.

Reserve Fund

The **Reserve Fund** was established by Resolution 307 to accumulate funds to pay for dock maintenance and future dock replacements. Resources are provided by operating transfers from the General Fund.

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

**BALANCE SHEET - GOVERNMENTAL FUNDS
MODIFIED CASH BASIS
MAJOR GOVERNMENTAL FUNDS - GOVERNMENTAL ACTIVITIES
June 30, 2019**

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Revenue Bond Fund</u>	<u>Capital Projects Fund</u>	<u>Reserve Fund</u>	<u>Total Governmental Funds</u>
ASSETS:						
Cash and Investments	\$ 280,776	\$ 21,006	\$ 99,898	\$ 10,579	\$ 33,092	\$ 445,351
Total Assets	<u>\$ 280,776</u>	<u>\$ 21,006</u>	<u>\$ 99,898</u>	<u>\$ 10,579</u>	<u>\$ 33,092</u>	<u>\$ 445,351</u>
LIABILITIES AND FUND BALANCE:						
Liabilities:						
Other Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Liabilities	-	-	-	-	-	-
Fund Balance:						
Restricted	-	21,006	99,898	-	-	120,904
Committed	280,776	-	-	10,579	33,092	324,447
Total Fund Balance	<u>280,776</u>	<u>21,006</u>	<u>99,898</u>	<u>10,579</u>	<u>33,092</u>	<u>445,351</u>
Total Liabilities and Fund Balance	<u>\$ 280,776</u>	<u>\$ 21,006</u>	<u>\$ 99,898</u>	<u>\$ 10,579</u>	<u>33,092</u>	<u>\$ 445,351</u>

See accompanying notes to basic financial statements.

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

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
MODIFIED CASH BASIS
MAJOR GOVERNMENTAL FUNDS - GOVERNMENTAL ACTIVITIES
For the Year Ended June 30, 2019**

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Revenue Bond Fund</u>	<u>Capital Projects Fund</u>	<u>Reserve Fund</u>	<u>Total Governmental Funds</u>
REVENUES						
Property Taxes	\$ 235,810	\$ -	\$ -	\$ -	\$ -	\$ 235,810
Charges for Port Services	2,537,811	-	-	-	-	2,537,811
Salvage Sales	51,908	-	-	-	-	51,908
Grants	-	-	-	670,632	-	670,632
Interest	8,211	1,025	1,880	6	521	9,643
Miscellaneous	25,217	-	-	-	-	25,217
TOTAL REVENUES	<u>2,856,957</u>	<u>1,025</u>	<u>1,880</u>	<u>670,638</u>	<u>521</u>	<u>3,531,021</u>
EXPENDITURES						
Current						
Port Operations	1,992,377	-	-	-	-	1,992,377
Capital Outlay	16,737	-	-	829,216	-	845,953
Debt Service	-	422,139	130,120	-	-	552,259
TOTAL EXPENDITURES:	<u>2,008,114</u>	<u>422,139</u>	<u>130,120</u>	<u>829,216</u>	<u>-</u>	<u>3,390,589</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>847,843</u>	<u>(421,114)</u>	<u>(128,240)</u>	<u>(158,578)</u>	<u>521</u>	<u>140,432</u>
OTHER FINANCING SOURCES (USES)						
Operating Transfers In	658,985	488,051	187,313	822,245	21,473	2,138,067
Operating Transfers Out	(1,391,082)	(50,000)	(38,000)	(858,985)	-	(2,138,067)
TOTAL OTHER FINANCING SOURCES (USES)	<u>(734,097)</u>	<u>418,051</u>	<u>129,313</u>	<u>166,260</u>	<u>21,473</u>	<u>-</u>
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES AND OTHER USES	<u>113,746</u>	<u>(3,063)</u>	<u>1,073</u>	<u>6,882</u>	<u>21,994</u>	<u>140,432</u>
FUND BALANCE, July 1, 2018	<u>167,030</u>	<u>24,069</u>	<u>98,825</u>	<u>3,897</u>	<u>11,098</u>	<u>304,919</u>
FUND BALANCE, June 30, 2019	<u>\$ 280,776</u>	<u>\$ 21,006</u>	<u>\$ 99,898</u>	<u>\$ 10,579</u>	<u>\$ 33,092</u>	<u>\$ 445,351</u>

See accompanying notes to the basic financial statements

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

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
MODIFIED CASH BASIS - BUDGET AND ACTUAL
For the Year Ended June 30, 2019**

GENERAL FUND

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Final Budget Variance</u>
REVENUES				
Property Taxes	\$ 222,504	\$ 222,504	\$ 235,810	\$ 13,306
Charges for Port Services	2,287,402	2,287,402	2,537,811	250,409
Salvage Sales	184,000	184,000	51,908	(132,092)
Interest	2,400	2,456	6,211	3,755
Miscellaneous	19,385	19,385	25,217	5,832
TOTAL REVENUES	<u>2,715,691</u>	<u>2,715,747</u>	<u>2,856,957</u>	<u>141,210</u>
EXPENDITURES				
Current				
Port Operations				
Personnel Services	639,191	639,191	540,591	98,600
Materials and Services	1,309,418	1,292,418	1,451,786	(159,368)
Total Current	1,948,609	1,931,609	1,992,377	(60,768)
Capital Outlay	-	17,000	16,737	263
Operating Contingency	152,774	127,774	-	127,774
TOTAL EXPENDITURES :	<u>2,101,383</u>	<u>2,076,383</u>	<u>2,009,114</u>	<u>67,269</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>614,308</u>	<u>639,364</u>	<u>847,843</u>	<u>208,479</u>
OTHER FINANCING SOURCES (USES)				
Operating Transfers In	24,807	956,700	656,985	(299,715)
Operating Transfers Out	(641,669)	(1,583,369)	(1,391,082)	192,287
TOTAL OTHER FINANCIAL SOURCES (USES)	<u>(616,862)</u>	<u>(626,669)</u>	<u>(734,097)</u>	<u>(107,428)</u>
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES AND OTHER USES	<u>(2,554)</u>	<u>12,695</u>	<u>113,746</u>	<u>101,051</u>
FUND BALANCE, July 1, 2018	<u>67,554</u>	<u>67,554</u>	<u>167,030</u>	<u>99,476</u>
FUND BALANCE, June 30, 2019	<u>\$ 65,000</u>	<u>\$ 80,249</u>	<u>\$ 280,776</u>	<u>\$ 200,527</u>

See accompanying notes to financial statements
See accompanying notes to budget presentations

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

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
MODIFIED CASH BASIS - BUDGET AND ACTUAL
For the Year Ended June 30, 2019**

DEBT SERVICE FUND

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Final Budget Variance</u>
REVENUES				
Interest	\$ -	\$ -	\$ 1,025	\$ 1,025
TOTAL REVENUES	<u>-</u>	<u>-</u>	<u>1,025</u>	<u>1,025</u>
EXPENDITURES				
Debt Service				
Principal	451,083	451,083	399,729	(51,354)
Interest	20,466	20,466	22,410	1,944
TOTAL EXPENDITURES	<u>471,549</u>	<u>471,549</u>	<u>422,139</u>	<u>(49,410)</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(471,549)</u>	<u>(471,549)</u>	<u>(421,114)</u>	<u>50,435</u>
OTHER FINANCING SOURCES (USES)				
Operating Transfers In	471,549	471,549	468,051	(3,498)
Operating Transfers Out	-	-	(50,000)	(50,000)
TOTAL OTHER FINANCIAL SOURCES (USES)	<u>471,549</u>	<u>471,549</u>	<u>418,051</u>	<u>(53,498)</u>
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES AND OTHER USES	-	-	(3,063)	(3,063)
FUND BALANCE, July 1, 2018	23,602	23,602	24,069	467
FUND BALANCE, June 30, 2019	<u>\$ 23,602</u>	<u>\$ 23,602</u>	<u>\$ 21,006</u>	<u>\$ (2,596)</u>

See accompanying notes to financial statements
See accompanying notes to budget presentations

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

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
MODIFIED CASH BASIS - BUDGET AND ACTUAL
For the Year Ended June 30, 2019**

REVENUE BOND FUND

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Final Budget Variance</u>
REVENUES				
Interest	\$ -	\$ -	\$ 1,880	\$ 1,880
TOTAL REVENUES	<u>-</u>	<u>-</u>	<u>1,880</u>	<u>1,880</u>
EXPENDITURES				
Debt Service				
Principal	69,036	69,036	69,016	(20)
Interest	61,084	61,084	61,104	20
TOTAL EXPENDITURES	<u>130,120</u>	<u>130,120</u>	<u>130,120</u>	<u>-</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(130,120)</u>	<u>(130,120)</u>	<u>(128,240)</u>	<u>1,880</u>
OTHER FINANCING SOURCES (USES)				
Operating Transfers In	130,120	130,120	167,313	37,193
Operating Transfers Out	-	-	(38,000)	(38,000)
TOTAL OTHER FINANCIAL SOURCES (USES)	<u>130,120</u>	<u>130,120</u>	<u>129,313</u>	<u>(807)</u>
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES AND OTHER USES	<u>-</u>	<u>-</u>	<u>1,073</u>	<u>1,073</u>
FUND BALANCE, July 1, 2018	<u>98,395</u>	<u>98,395</u>	<u>98,825</u>	<u>430</u>
FUND BALANCE, June 30, 2019	<u>\$ 98,395</u>	<u>\$ 98,395</u>	<u>\$ 99,898</u>	<u>\$ 1,503</u>

See accompanying notes to financial statements
See accompanying notes to budget presentations

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

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
MODIFIED CASH BASIS - BUDGET AND ACTUAL
For the Year Ended June 30, 2019**

CAPITAL PROJECTS FUND

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Final Budget Variance</u>
REVENUES				
Grants	\$ 2,422,321	\$ 2,816,273	\$ 670,632	\$ (2,145,641)
Interest	-	-	6	6
TOTAL REVENUES	<u>2,422,321</u>	<u>2,816,273</u>	<u>670,638</u>	<u>(2,145,635)</u>
EXPENDITURES				
Capital Outlay	<u>2,387,729</u>	<u>2,798,273</u>	<u>829,216</u>	<u>(1,967,057)</u>
TOTAL EXPENDITURES			<u>829,216</u>	<u>(1,967,057)</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>34,592</u>	<u>20,000</u>	<u>(158,578)</u>	<u>(178,578)</u>
OTHER FINANCING SOURCES (USES)				
Operating Transfers In	40,000	956,700	822,245	(134,455)
Operating Transfers Out	<u>(24,807)</u>	<u>(956,700)</u>	<u>(656,985)</u>	<u>299,715</u>
TOTAL OTHER FINANCIAL SOURCES (USES)	<u>15,193</u>	<u>-</u>	<u>165,260</u>	<u>165,260</u>
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES AND OTHER USES	49,785	20,000	6,682	(13,318)
FUND BALANCE, July 1, 2018	5,000	5,000	3,897	(1,103)
FUND BALANCE, June 30, 2019	<u>\$ 54,785</u>	<u>\$ 25,000</u>	<u>\$ 10,579</u>	<u>\$ (14,421)</u>

See accompanying notes to financial statements
See accompanying to budget presentations

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

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
MODIFIED CASH BASIS - BUDGET AND ACTUAL
For the Year Ended June 30, 2019**

RESERVE FUND

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Final Budget Variance</u>
REVENUES				
Interest	\$ -	\$ -	\$ 521	\$ 521
TOTAL REVENUES	<u>-</u>	<u>-</u>	<u>521</u>	<u>521</u>
EXPENDITURES				
Capital Outlay	-	-	-	-
TOTAL EXPENDITURES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>-</u>	<u>-</u>	<u>521</u>	<u>521</u>
OTHER FINANCING SOURCES (USES)				
Operating Transfers In	-	25,000	21,473	(3,527)
Operating Transfers Out	-	-	-	-
TOTAL OTHER FINANCIAL SOURCES (USES)	<u>-</u>	<u>25,000</u>	<u>21,473</u>	<u>(3,527)</u>
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES AND OTHER USES	<u>-</u>	<u>25,000</u>	<u>21,994</u>	<u>(3,006)</u>
FUND BALANCE, July 1, 2018	11,075	11,075	11,098	23
FUND BALANCE, June 30, 2019	<u>\$ 11,075</u>	<u>\$ 36,075</u>	<u>\$ 33,092</u>	<u>\$ (2,983)</u>

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Notes to Basic Financial Statements

**PORT OF BROOKINGS HARBOR
NOTES TO FINANCIAL STATEMENTS
June 30, 2019**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial reporting entity

The Port of Brookings Harbor ("the Port") financial reporting entity is composed solely of the primary government. In determining the financial reporting entity, the Port considered all provisions of applicable accounting standards. Although there are various other governmental agencies and special service entities which provide services within the Port's boundaries, the Port is not financially accountable for any of these entities and accordingly, their financial information is not included in these financial statements. There are no other entities for which the Port has responsibility, exercises control or is financially accountable.

The Port of Brookings Harbor was approved by the voters at a special election in 1956. The Port is organized and operates under the laws of the State of Oregon pertaining to Port districts. The Port provides port services and facilities to recreational and commercial users on the southern Oregon coast. A five-member Board of Commissioners governs of its operations.

The Port has a permanent tax rate of \$0.1316 cents per \$1,000 of assessed property value that is levied each year on all taxable property within the Port boundaries. The Port District includes the areas of the City of Brookings, the neighboring community of Harbor and surrounding unincorporated areas of Curry County. The estimated population of those living in the Port District boundaries is 11,000.

Government-Wide Financial Statements

The Statement of Net Position and Statement of Activities report information about the reporting government as a whole. They include all funds of the reporting entity. These statements distinguish between governmental and business-type activities. Governmental activities are generally financed through taxes, intergovernmental revenues, and both exchange and non-exchange revenues. Business-type activities are financed in whole or part by fees charged to external parties for goods and services. The Port reports only governmental activities.

The government-wide financial statements are reported on a modified cash basis of accounting. The modified cash basis of accounting used is based on the recording of cash and cash equivalents, and changes therein, and only recognizes revenues, expenses, assets, and liabilities resulting from cash transactions, adjusted for modifications that have substantial support in generally accepted accounting principles. While there is no standard setting body that establishes accounting standards for the modified cash basis of accounting, both the Government Finance Officers Association (GFOA) and the American Institute of CPAs (AICPA) publish guidance and example materials used in preparing modified cash basis financial statements. The Port used these application materials published by the GFOA and the AICPA in preparing these financial statements. Generally accepted accounting principles are defined by the Governmental Accounting Standards Board (GASB) through their pronouncements.

This modified cash basis of accounting differs from generally accepted accounting principles in that not all GASB pronouncements apply to the presentation and disclosures contained in financial statements. Only

PORT OF BROOKINGS HARBOR
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (Continued)

cash and items that involve the receipt or disbursement of cash during the fiscal year are recognized, except for the following modifications:

- (1) Interfund receivables and payables that arise from transactions and events involving cash are recognized;
- (2) Assets that normally convert to cash that arise from transactions and events involving cash are recognized;
- (3) Liabilities for cash (or cash equivalents) held on behalf of others, held in escrow, or received in advance of being earned or meeting eligibility requirements are recognized.

As a result of the use of this modified cash basis of accounting, certain transactions are not recorded or presented in the basic financial statements. For example, accounts receivable and revenue for billed or provided services that have not been collected in cash are not accrued as revenue or receivables. Additionally, capital assets such as property, equipment, and infrastructure are not reported and long-term liabilities such as debt and compensated absences are also not reported in the basic financial statements. However, any long-term liabilities and compensated absences are described in the notes to the basic financial statements.

The modified cash basis of accounting is an acceptable accounting framework recognized by Oregon law for use by local governments.

Basis of presentation - government-wide financial statements

While separate government-wide and fund financial statements are presented they are interrelated. The governmental activities column incorporates data from the governmental funds. Separate basic financial statements are provided for each of the Port's individual funds.

The government-wide financial statements are presented on the modified cash basis of accounting.

Basis of presentation - fund financial statements

The fund financial statements provide information about the Port's funds. Separate statements for each fund are presented. The emphasis of fund financial statements is on major funds, and each is displayed in a separate column. Under GASB pronouncements, a fund is considered major if it is the primary operating fund of the District or if total assets, liabilities, revenues, or expenditures of that individual governmental fund are at least 10% of the total for all governmental funds. A fund can also be considered major if the governing body – the Port Board of Commissioners - chooses to do so.

**PORT OF BROOKINGS HARBOR
NOTES TO FINANCIAL STATEMENTS
June 30, 2019**

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (Continued)

Funds that are not major funds are aggregated and reported as nonmajor funds. The fund financial statements are also presented on the modified cash basis of accounting. There are no nonmajor funds.

The Port reports the following major governmental funds:

General Fund – Used to account for financial resources of the Port not accounted for in any other fund. Principal sources of revenue consist of property taxes, charges for Port services, grants from other agencies and interest earnings. Major expenditures are for personnel services, operating supplies, repairs and maintenance, utilities and professional contracted services relating to administration and Port operations. Expenditures also include capital outlay for equipment.

Debt Service Fund – Used to account for the principal and interest paid on the Port's long-term debt other than the revenue obligation bond. Resources are provided by operating transfers from the General Fund and interest earnings.

Revenue Bond Fund – Used to account for principal and interest paid on the revenue bond. Resources are provided by operating transfers from the General Fund and interest earnings.

Capital Projects Fund – Used to account for expenditures relating to major construction and improvement projects of the Port. Resources are provided by capital grants, loans and operating transfers from the General Fund.

Reserve Fund - Used to provide future resources for major dock repairs and replacements. This fund was established under the provisions of Oregon Local Budget Law by Port Resolution 307.

Assets, liabilities and net position/fund balance –

Cash - The Port's cash is considered to be cash on hand, demand deposits, and savings accounts. There are no cash equivalents.

The Port deposits cash in checking and money market accounts at a local bank approved by the Oregon State Treasurer. The bank maintains depository insurance under the federal depository insurance program and participates in the State of Oregon collateral pool sufficient to cover the Port's cash deposits as required by Oregon law.

The Port also maintains an account with the Oregon Local Investment Pool managed by the Oregon State Treasurer.

The Port maintains an account with the Curry County Treasurer for the purpose of receiving the Port's share of property taxes. Property tax collections are generally transferred to the Port's general checking account within a few weeks of collection.

PORT OF BROOKINGS HARBOR
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net position flow assumption - Sometimes the Port will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted - net position and unrestricted - net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Port's policy to consider restricted - net position to have been depleted before unrestricted - net position is applied.

Restricted net position – Consists of net assets with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws and regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

Unrestricted net position – Consists of all other net assets that do not meet the definition of "restricted".

Fund balance policies - Fund balance of the governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The Port itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the Port's highest level of decision-making authority. The Port Board of Commissioners is the highest level of decision-making authority for the Port that can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the resolution remains in place until a similar action is taken (the adoption of another resolution) to remove or revise the limitation.

Amounts, if any, in the assigned fund balance classification are intended to be used by the Port for specific purposes but do not meet the criteria to be classified as committed. The Board of Commissioners by resolution directs the Port Manager to assign fund balance. The Board of Commissioners may also assign fund balance - as it does when it appropriates fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, the constraints upon resources resulting from assignments are more easily removed or modified.

Fund financial statements – Governmental fund equity is classified as fund balance. As an approximate measure of liquidity, fund balance is similar to the working capital of a private-sector business. As such, there are limitations that may be placed on the use of fund balance resources. The various components of fund balance are designed to indicate the nature of such limitations. Financial statements of governmental funds report up to five components of fund balance.

Non-spendable fund balance - Inherently non-spendable resources are, because of their form, unable to be spent, or must remain intact.

**PORT OF BROOKINGS HARBOR
NOTES TO FINANCIAL STATEMENTS
June 30, 2019**

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (Continued)

Restricted fund balance - Externally enforceable limitations on resource use have been imposed by creditors, grantors, contributors, laws and regulations of other governments or by through constitutional provisions or enabling legislation.

Committed fund balance - Self-imposed limitations on spending set by the Board of Commissioners prior to the end of the fiscal year by formal action – a resolution - that requires formal action to remove such self-imposed restrictions.

Assigned fund balance - Self-imposed limitation resulting from intended use established by the Board of Commissioners such as through the adoption of the Port budget. No other body or official can assign fund balance.

Unassigned fund balance - Residual net resources the expenditure of which has not been limited in any way.

Revenues, Expenditures and Expenses – The Port's modified cash basis of accounting reports revenues, expenditures and expenses as appropriate.

Government-wide statements – In the Statement of Activities, modified cash basis revenues that are derived directly from each governmental activity or from parties outside the Port's taxpayers are reported as program revenues. Program revenues include fees for Port services charged to customers, and grants that are restricted to specific functions and activities. All other governmental revenues are reported as general. All taxes levied by the Port are classified general revenue as is miscellaneous revenue.

Fund financial statements – In the fund financial statements revenues are reported by source and expenditures are reported as current, capital outlay, and debt service.

Interfund balances and activities – The Port's modified cash basis of accounting reports interfund fund transfers, balances and activities as appropriate.

Government-wide financial statements – In the process of aggregating the financial information for the government-wide financial statements interfund activity and balances are eliminated.

Fund financial statements – Interfund activity and balances within and among the governmental funds is reported in the fund financial statements as (1) interfund loans provided with a requirement for repayment are reported as interfund receivables and payables, and (2) interfund transfers where repayment is not expected are reported as transfers in and out.

PORT OF BROOKINGS HARBOR
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Significance – As a local government, the Port is subject to various federal, state and local laws and regulations and contractual requirements. The more important, and potentially material, areas of compliance include the Port's budget and appropriations, cash deposit and investment accounts, collateralization of cash deposits and investments, long-term debt agreements, grant agreements and payroll.

Budget and appropriations – Oregon local governments are required by state law to budget all funds each year, except in the first year of operation.

A budget is prepared for all funds in accordance with the legal requirements set forth in the Oregon Local Budget Law and the modified cash basis of accounting. The funds included in the budget include all funds included in the fund financial statements. Budget appropriation amounts shown in the financial statements include the original and revised budget appropriations as approved by the Port Board of Commissioners. Oregon Local Budget Law does not allow management to change the adopted or supplemental budgets in any way. Appropriations are limited to a single fiscal year; therefore, all spending authority of the Port lapses as of year-end.

The Board of Commissioners made four changes to the adopted and appropriated 2018-19 budget during 2018-19. There were no over-expenditures of appropriations in the Debt Service Fund, the Revenue Bond Fund, the Capital Projects Fund or the Reserve Fund. However, there were over-expenditures of the General Fund materials and services appropriation totaling \$159,368 - primarily because of expenditures that, while approved by the Port Commissioners, were not included in the appropriated General Fund budget.

Cash and investments – The Board of Commissioners has no deposit and investment policies that limit allowable deposits or investments or address specific deposit and investment risks. The Port complies with state statutes relating to deposits, investments and related risks.

Statutes authorize the Port to invest in its own bonds, legally issued general obligations of the United States and the states of Oregon, Washington, Idaho, or California, legally issued general obligation bonds of any city within the state of Oregon issued for utility services, open accounts, certificates of deposit and savings accounts of banks which maintain a head office in Oregon, bankers acceptances that are guaranteed by a qualified financial institution, certain other investments related to deferred compensation plans, and local government investment pools managed by the local county Treasurer or the state Treasurer.

The Port has selected a bank that is identified as an approved depository in the Oregon statutes. In accordance with Oregon law, deposits of municipal funds can only be deposited in approved financial institutions identified by the state of Oregon Treasurer. In addition, Oregon law requires that all deposits be covered by federal depository insurance and account balances in excess of the federal depository insurance be secured with acceptable collateral. All approved depositories participate in the collateral pool managed by the Treasurer of the state of Oregon who is the responsible official concerning all matters relating to collateral coverage.

**PORT OF BROOKINGS HARBOR
NOTES TO FINANCIAL STATEMENTS
June 30, 2019**

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY (Continued)

Deposits with financial institutions are in three bank demand deposit checking accounts and three accounts with the Local Government Investment Pool. At June 30, 2019, the bank balances were \$169,995 in the checking accounts, \$5,016 in money market accounts and \$268,709 in the Local Government Investment Pool deposit accounts. The bank accounts are covered by \$250,000 of federal depository insurance. In addition, the banks holding the deposits are approved by the state of Oregon Treasurer to receive deposits from local governments. As state approved depositories, the banks have pledged collateral to a state managed pool, considered sufficient by the state of Oregon Treasurer, to cover local government deposits in excess of the federal depository insurance.

Since the Port's bank deposits at year-end were covered by federal depository insurance and were deposited in approved depositories, the Port is in compliance with state-mandated deposit insurance and collateral requirements at June 30, 2019.

Long-term debt - The Port's long-term debt includes a revenue bond payable to the United States Department of Agriculture, nine notes payable to the Oregon Business Development Department Infrastructure Financing Authority, three notes payable to private parties and compensated absences owed to employees.

Laws, regulations, and contracts - During the ordinary course of conducting operations and accounting for its fiscal affairs, the Port is subject to various laws, regulations, and contractual requirements. The Port has designed management controls that it believes assure compliance with those applicable laws, regulations, and contracts.

NOTE 3 – DETAILED NOTES – ACCOUNT BALANCES/TRANSACTIONS

Cash – At June 30, 2019, the Port's cash accounts consisted of the following:

		<u>Carrying Amounts</u>
Petty cash	\$	1,631
Deposits:		
Bank checking accounts	\$	169,995
Bank money market accounts		5,016
Local Government Investment Pool accounts		268,709
Total cash		<u><u>\$ 445,351</u></u>

**PORT OF BROOKINGS HARBOR
NOTES TO FINANCIAL STATEMENTS
June 30, 2019**

NOTE 3 – DETAILED NOTES – ACCOUNT BALANCES/TRANSACTIONS (Continued)

Custodial risk of cash deposits in the Port's checking and savings accounts have been mitigated as they are fully insured or collateralized at June 30, 2019. The deposit in the bank money market account is subject to interest rate risk and remained in the less than 1% range during the fiscal year.

The Port's deposits in the Local Government Investment Pool ("LGIP") is subject to credit risk and interest rate risk, but not to concentration of credit risk, custodial risk or foreign currency risk. The LGIP itself is not rated, but the holdings of the LGIP are rated and those ratings met the requirements of the LGIP's investment policies. This is a deposit-type investment recorded at fair value with a less than three-month maturity. The interest rate changes each month and averaged 2.6% per month for the fiscal year.

Restricted net assets – The amounts reported as restricted net assets are composed of amounts received through grants that are held for payment of grant qualifying purchases.

Property tax revenue - The Port of Brookings Harbor levies a permanent tax rate property tax levy. By July 15 of each year, the Port certifies its property tax levies to Curry County, Oregon. Curry County makes all assessments of property value, and levies, collects, and distributes property taxes for all taxing districts within its boundaries.

Assessments of property values are as of July 1 of each year, and the taxes levied are a lien on the properties as of July 1 of the year levied. Taxes are payable in three installments, on November 15, February 15, and May 15, following the levy date and become delinquent May 15. The County pools all tax collections and makes distributions to taxing districts according to their pro-rata share of the total levy of each fiscal year for which collections are received.

Property tax receipts, resulting from modified cash basis transactions, are recognized as revenue when received. Uncollected property taxes are not reported on the modified cash basis of accounting.

Transfers - Transfers are used to move available resources from the General Fund to the debt service funds for debt service expenditures, and from the General Fund to the Capital Projects Fund as local match for various grant and loan fund projects.

NOTE 4 – OTHER INFORMATION

Risk management - The Port is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Port manages these risks by securing commercial insurance through a pooling arrangement managed by the Oregon Special Districts Association. The purpose of the insurance pool is to realize lower premiums through a group purchase and the pooling does not extend to the actual claims liabilities which remain solely the responsibility of the participating members. Management believes that such insurance coverage is sufficient to preclude any significant uninsured losses. To date, settled claims have not exceeded this insurance coverage.

**PORT OF BROOKINGS HARBOR
NOTES TO FINANCIAL STATEMENTS
June 30, 2019**

NOTE 4 – OTHER INFORMATION (Continued)

Subsequent events - No events have occurred subsequent to the end of the fiscal year through November 30, 2019, the date of the independent auditor's report, that were not anticipated by the Port's adopted budget for 2018-19 fiscal year, or that have had an adverse impact on the basic financial statements as of and for the year ended June 30, 2019 of the Port of Brookings Harbor.

New accounting standards - As described in Note 1 to these financial statements, generally accepted accounting principles (GAAP), as expressed in pronouncements of the Governmental Accounting Standards Board (GASB), may apply to Port's modified cash basis of accounting or to financial statement presentation and disclosures included in the Port's financial statements. During the 2018-19 year several new GASB pronouncements became effective. None were applicable to the Port's modified cash basis of accounting.

Accounting framework – As explained in Note 1, the Port has adopted the modified cash basis as its accounting framework. While there is no standard setting body that establishes standards for the modified cash basis of accounting, guidance materials are available from the American Institute of Certified Public Accountants (AICPA) and the Government Finance Officers Association (GFOA) that assist in preparing financial statements that have general support in the United States. However, there are differences between the AICPA and GFOA modified cash basis of accounting guidance materials. A significant difference is that the AICPA guidance provides that capital asset costs and related depreciation, and long-term liabilities are reported on the government wide financial statements, while the GFOA guidance does not include the reporting of capital assets and long-term debt in the government wide financial statements. The AICPA accounting framework attempts to apply all Governmental Accounting Standards Board accounting standards within the context of cash transactions, where the GFOA accounting framework focuses on cash receipts and disbursements of the current fiscal year and disclosure of future cash disbursement obligations and commitments. Both AICPA and GFOA disclose capital assets and long-term debt in the notes to the financial statements.

Property taxes and abatement – The Oregon Constitution contains limits on property taxes for schools and non-school government operations. Property taxes for non-school operations are limited to \$10 for each \$1,000 of property market value. The limitation does not apply to taxes levied for principal and interest on general obligation bonds. A limit is also placed on the growth property values to no more than 3% per year, subject to certain exceptions – including the general obligation bonded debt.

Oregon Revised Statutes allow property tax abatements through various state programs that reduce levied property taxes. Such abatements are generally related to economic development. Based on information provided by Curry County, there are no material or significant property tax abatements currently in effect that reduce the Port's annual property tax levy.

**PORT OF BROOKINGS HARBOR
NOTES TO FINANCIAL STATEMENTS
June 30, 2019**

NOTE 4 – OTHER INFORMATION (Continued)

Port as lessor – The Port owns and leases certain properties to independent commercial businesses under long-term noncancelable operating leases. The minimum future lease payments to be received under such leases are as follows:

Fiscal Year	Amount
<u>Ending</u>	
2020	\$ 437,674
2021	349,537
2022	204,017
2023	191,266
2024	178,418
2025-29	579,403
2030-34	463,359
2035-39	359,054
2040-44	283,230
2045-49	46,544
Total	<u>\$ 3,092,502</u>

These commercial leases are a significant source of revenue to the Port. There are currently 34 leases in effect relating to retail stores, warehouse shop/storage, land rental and commercial receiving docks. Square footage under lease totals 229,483. Estimated value of the leased property, as reported in a 2015 professional appraisal, is \$4,880,000.

Capital assets and long-term obligations - As a result of using the modified cash basis of accounting, capital assets and long-term debt obligations and other obligations not directly related to a cash transaction incurred during the current fiscal year are not reported as assets or liabilities in the basic financial statements. However, these capital assets and long-term debt obligations are disclosed in the following notes to the basic financial statements.

NOTE 5 – CAPITAL ASSETS

Capital assets - The Port has acquired capital assets such as, equipment, docking facilities, and commercial buildings that are rented to various tenants, and an RV park open to the public. Capital assets are defined by the District as assets with an initial individual cost of more than \$5,000 and recorded as capital outlay expenditures having an estimated useful life in excess of five years. The costs of normal maintenance and repairs, or minor upgrades and improvements, of capital assets that do not add to the asset value or materially extend the capital asset useful life are not considered to be capital assets. Capital assets are not depreciated over their estimated useful lives for accounting purposes under the modified cash basis of accounting framework used by the Port. The accumulated investment in capital assets compared to capital asset insurance coverage is provided as unaudited supplemental information in the Letter of Transmittal.



**PORT OF BROOKINGS HARBOR
NOTES TO FINANCIAL STATEMENTS
June 30, 2019**

NOTE 6 – LONG TERM DEBT

Long-term debt - The Port has incurred long-term debt arising from cash transactions that include a revenue bond, infrastructure financing agreements payable to the State of Oregon, and three notes payable. The

Port has obligations to its employees for outstanding compensated absences earned by employees for vacation and overtime.

Revenue Bond

Installment Revenue Bond No. 1, Series 2000	Remaining
Annual payments of \$130,120, consisting of principal and 5% interest, due on November 6 of each year. Proceeds used for the construction and improvements to the boat basin. Source of repayment is from the unobligated net revenues of the Port and made from the Revenue Bond Fund.	Balance
	\$ 1,153,056

Debt service requirements to maturity are:

<u>Fiscal Year End June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$ 72,487	\$ 57,633	\$ 130,120
2021	76,112	54,008	130,120
2022	79,917	50,203	130,120
2023	83,913	46,207	130,120
2024	88,109	42,011	130,120
2025-29	511,200	139,400	650,600
2029-31	241,297	18,188	259,485
Totals	\$ 1,153,035	\$ 407,650	\$ 1,560,685

Oregon Business Development Department Infrastructure Financing Authority (IFA)

The IFA has provided nine loans to the Port for the construction of various improvements over the years. These loans are secured by these Port improvements and bear interest ranging from 4.88% to 7.00%. In March 2011 the Port sustained substantial damage from a tsunami that severely degraded the Port's revenue generating facilities. To assist the Port in its financial recovery from the tsunami the State of Oregon

**PORT OF BROOKINGS HARBOR
NOTES TO FINANCIAL STATEMENTS
June 30, 2019**

NOTE 6 – LONG TERM DEBT (Continued)

suspended payments on the outstanding loans until such time that the Port returns to normal operations. For payment purposes the loans are considered to have been consolidated. In 2009, the IFA restructured the payment schedule to require payment of principal only with the interest being deferred until such time as the principal has been fully repaid at which time the interest may be forgiven.

IFA Restructured Debt

<u>IFA Restructured Debt Requirements</u>	<u>Remaining Balance</u>
Quarterly payments of \$ 62,042 applied to principal. Matured but unpaid interest is accrued but deferred until the underlying loans are paid off and may ultimately be forgiven. Proceeds from the sale of any secured properties or assets will be applied to the oldest loan's principal.	 <u>\$ 1,917,127</u>

Beginning in 2019-20, the Port has decided to increase the required quarterly payments of \$62,042 to \$72,500 in order to accelerate the payoff of the current balance of suspended payments.

The deferred interest arrangement continued.

<u>Deferred Interest</u>		<u>Balance</u>
Deferred, June 30, 2018		\$ 2,918,466
Current year deferral	\$ 130,367	
Current year payments	<u>3,662</u>	<u>128,705</u>
Deferred, June 30, 2019		<u>\$ 3,045,171</u>

Notes Payable

The Port is obligated under the terms of three notes payable relating to the purchase of a building and equipment are described as follows:

**PORT OF BROOKINGS HARBOR
NOTES TO FINANCIAL STATEMENTS
June 30, 2019**

NOTE 6 – LONG TERM DEBT (Continued)

Notes Payable (Continued)

	Remaining Balance
Tidewinds: In March of 2016, the Port purchased a building on Port property for \$18,000. Under the terms of the purchase agreement, principal only payments are required and are computed based on a formula. Currently the required monthly principal payment is \$72. Based on the current monthly principal payment the purchase agreement will be fully paid in 2037.	\$ 15,192

	Remaining Balance
Travel Lift: In October 2016, the Port purchased a 50 ton hoist for placing and removing boats from the boat basin or trailers for \$324,000. Monthly payments of \$4,659, including 5.502% interest, are required. The contract will be fully paid in 2024.	\$ 214,844

Forklift: In February 2018, the Port purchased a forklift for use in Port operations. Monthly payments of \$1,465, including 6.0% interest, are required. The note will be fully paid in 2025.	84,050
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Total Notes Payable	\$ 314,066
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**PORT OF BROOKINGS HARBOR
NOTES TO FINANCIAL STATEMENTS
June 30, 2019**

NOTE 6 – LONG TERM DEBT (Continued)

Notes Payable (Continued)

<u>Fiscal Year End June 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$ 58,670	\$ 15,679	\$ 74,349
2021	62,233	12,115	74,348
2022	65,779	8,569	74,348
2023	69,531	4,817	74,348
2024	35,547	1,530	37,077
2025-29	15,774	263	16,037
2030-34	4,320	-	4,320
2035-37	2,232	-	2,232
Totals	<u>\$ 314,086</u>	<u>\$ 42,973</u>	<u>\$ 357,059</u>

Debt Service Summary – The following is a summary of the long-term debt transactions of the Port for the year ended June 30, 2019:

<u>Transactions</u>	<u>Revenue Bond</u>	<u>IFA Notes</u>	<u>Notes Payable</u>	<u>Total</u>
Payable, June 30, 2018	\$ 1,222,072	\$ 2,261,255	\$ 369,687	\$ 3,853,014
New long term debt	-	-	-	-
Principal payments	(69,016)	(344,128)	(55,601)	(468,745)
Payable, June 30, 2019	<u>\$ 1,153,056</u>	<u>\$ 1,917,127</u>	<u>\$ 314,086</u>	<u>\$ 3,384,269</u>
Interest payments	<u>\$ 61,104</u>	<u>\$ 3,663</u>	<u>\$ 18,748</u>	<u>\$ 83,515</u>
Future Principal Payments:				
Due within one year	\$ 72,500	\$ 290,000	\$ 58,670	\$ 421,170
Due after one year	1,080,556	1,627,127	255,416	2,963,099
Payable, June 30, 2019	<u>\$ 1,153,056</u>	<u>\$ 1,917,127</u>	<u>\$ 314,086</u>	<u>\$ 3,384,269</u>

Compensated absences - As a result of the modified cash basis of accounting used by the Port for financial reporting purposes, obligations related to accrued compensated absences, including vacation, are not reported as liabilities in the financial statements. Expenditures/expenses related to compensated absences are recorded when paid. The amount of the Port's obligation related to accrued compensated absences for accumulated, unpaid compensatory time that would be due employees upon termination, as of June 30, 2019 is approximately \$17,157.

Notes to Budget Presentations

PORT OF BROOKINGS HARBOR
NOTES TO BUDGET PRESENTATIONS
June 30, 2019

Oregon Local Budget Law - The Port is required by state law to budget all funds. A budget is prepared for all funds in accordance with the cash basis of accounting and legal requirements set forth in the Oregon Local Budget Law.

Oregon Local Budget Law does two important things:

1. It establishes standard procedures for preparing, presenting and administering the budget.
2. It requires citizen involvement in the preparation of the budget and public disclosure of the budget before its formal adoption.

The budget process includes five significant steps:

1. Preparing the budget:
 - a. Governing body appoints the budget officer.
 - b. Budget officer prepares, or supervises the preparation, of the proposed budget.
2. Approving the budget:
 - a. Budget officer publishes notice of the budget committee meeting at least twice during the 5 to 30 days before the meeting with at least 5 days between notices.
 - b. Budget committee meets at least once to discuss and approve the budget.
 - c. Budget committee meetings are subject to the Oregon Open Meetings Law and Public Documents Law.
 - d. Budget officer presents the proposed budget.
 - e. Budget officer describes the proposed budget in the "Budget Message".
 - f. Budget committee discusses the proposed budget.
 - g. Budget committee allows for public input at the meetings.
 - h. Budget committee approves total proposed expenditures and total property tax levy.
3. Advertising and holding public hearing:
 - a. Budget summary and notice of budget hearing is published 5 to 30 days before the scheduled hearing.
 - b. Governing body conducts public hearing to receive citizen testimony.
4. Adopting the budget:
 - a. Budget adopted, appropriations made, tax levy declared and categorized by approving resolutions.
 - b. Budget is filed with the county clerk and the levy is certified to the county tax collector.
5. Administering the budget:
 - a. Expenditures cannot legally exceed the adopted appropriation.
 - b. The legal level of budgetary control for all funds is at the object category totals of personnel services, materials and services, capital outlay, debt service, operating transfers and contingency.
 - c. The governing body can modify the budget by adopting resolutions approving appropriation transfers, increases or supplemental budgets.

PORT OF BROOKINGS HARBOR
NOTES TO BUDGET PRESENTATIONS
June 30, 2019

The adopted budget - The Port Board of Commissioners resolution adopting the budget and authorizing appropriations for each fund sets the level by which expenditures cannot legally exceed appropriation. The level of control for the General Fund is by personnel services, materials and services, capital outlay, operating transfers, and contingency. The level of control for the Debt Service Fund and the Revenue Bond Fund is by total debt service. The amounts appropriated are in agreement with the amounts of expenditures included in the adopted budget. The detail budget document, however, is required to contain more specific, detailed information for the above-mentioned expenditure categories.

Unexpected additional resources may be added to the budget and appropriated for expenditure through the use of a supplemental budget. The original budget process requires approval of the budget committee, hearings before the public, publications in newspapers, and approval by the Library Board of Directors. Oregon Local Budget Law does not require the involvement of the budget committee during a supplemental process.

Oregon Local Budget Law does not allow management to change the adopted or supplemental budgets in any way. Only the Board of Commissioners may change the budget. Original and supplemental budgets may be modified by the use of appropriation transfers between the levels of control. In addition, Oregon Local Budget Law also provides certain specific exceptions to the supplemental budget process to increase appropriations. Such transfers and increases require approval of the Board of Commissioners by adoption of a resolution. Budget appropriation amounts shown in the financial statements include the original and revised final budget appropriations as approved by the Board of Commissioners. Appropriations are limited to a single fiscal year; therefore, all spending authority of the Port lapses as of year-end.

2018-19 Budget - The Board of Commissioners adopted and appropriated the 2018-19 budget as outlined in Oregon Local Budget Law and made four changes to the original budget. There were no over-expenditures of appropriations in the Debt Service Fund, the Revenue Bond Fund, the Capital Projects Fund or the Reserve Fund. However, there were over-expenditures in the General Fund materials and service appropriation that total \$159,368. These expenditures were approved for payment by the Port Commissioners, but were not included in the appropriated General Fund budget. Overall, total General Fund appropriations were not overspent.



PORT
BROOKINGS
HARBOR

Supplemental Schedules



**PORT OF BROOKINGS HARBOR
 SCHEDULE OF PROPERTY TAX TRANSACTIONS
 MODIFIED CASH BASIS
 For the year ended June 30, 2019**

	General Fund
Uncollected, July 1, 2018	\$ 24,600
2017-18 property tax levy	243,169
Total property taxes to collect	267,769
Less:	
Property taxes collected:	
Current	235,810
Prior	9,643
Total property taxes collected	245,453
Discounts, adjustments and other	5,360
Uncollected, June 30, 2019	\$ 27,676
Uncollected property taxes consist of:	
2018-19 Property tax levy	\$ 9,750
Prior year levies	17,926
Uncollected, June 30, 2019	\$ 27,676

**PORT OF BROOKINGS HARBOR
 SCHEDULE OF LONG TERM DEBT
 PRINCIPAL AND INTEREST TRANSACTIONS
 For the year ended June 30, 2019**

LONG TERM DEBT	Date of Issue	Average Interest Rates
Debt Service Fund		
Notes Payable		
IFA Combined Notes	January-10	5.0 Deferred
Other Notes:		
Tidewinds	March-16	0.0
Travel Lfr	October-16	5.5
Umpqua	February-18	6.0
Total Other Notes		
Total Debt Service Fund		
Revenue Bond Fund		
No. 1 Series 2000	November-00	5.0
Debt Service Fund		
Notes Payable		
IFA Combined Notes	January-10	5.0 Deferred
Other Notes:		
Tidewinds	March-16	0.0
Travel Lfr	October-16	5.5
Umpqua	February-18	6.0
Total Other Notes		
Total Debt Service Fund		
Revenue Bond Fund		
No. 1 Series 2000	November-00	5.0

<u>Maturity Dates</u>	<u>Original Amount of Debt</u>	<u>Outstanding July 1, 2018</u>	<u>PRINCIPAL</u>		<u>Outstanding June 30, 2019</u>
			<u>Issued</u>	<u>Redeemed</u>	
March-30	\$ 4,080,618	\$ 2,261,255	\$ -	\$ 344,128	\$ 1,917,127
March-37	18,000	16,056	-	864	16,192
November-24	324,200	257,520	-	42,676	214,844
February-25	100,000	96,111	-	12,081	84,050
	<u>442,200</u>	<u>369,687</u>	<u>-</u>	<u>65,801</u>	<u>314,086</u>
	<u>\$ 4,522,818</u>	<u>\$ 2,630,942</u>	<u>\$ -</u>	<u>\$ 399,729</u>	<u>\$ 2,231,213</u>

March-31	\$ 2,000,000	\$ 1,222,072	\$ -	\$ 69,016	\$ 1,153,056
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	<u>INTEREST</u>			
	<u>Outstanding July 1, 2018</u>	<u>Matured</u>	<u>Paid</u>	<u>Outstanding June 30, 2019</u>
March-30	\$ 2,918,467	\$ 130,367	\$ 3,663	\$ 3,045,171
March-37	-	-	-	-
November-24	-	13,232	13,232	-
February-25	-	5,516	5,516	-
	<u>-</u>	<u>18,748</u>	<u>18,748</u>	<u>-</u>
	<u>\$ 2,918,467</u>	<u>\$ 149,115</u>	<u>\$ 22,411</u>	<u>\$ 3,045,171</u>
March-31	\$ -	\$ 61,104	\$ 61,104	\$ -

**PORT OF BROOKINGS HARBOR
SCHEDULE OF FUTURE CASH REQUIREMENTS FOR
REVENUE BOND PRINCIPAL AND INTEREST MATURITIES
June 30, 2019**

Series 2000 Issue			
Fiscal Year Paid	Principal	Interest	Total
2019-20	\$ 72,487	\$ 57,633	\$ 130,120
2020-21	76,112	54,008	130,120
2021-22	79,917	50,203	130,120
2022-23	83,913	48,207	130,120
2023-24	88,109	42,011	130,120
2024-25	92,514	37,608	130,120
2025-26	97,140	32,980	130,120
2026-27	101,997	28,123	130,120
2027-28	107,097	23,023	130,120
2028-29	112,452	17,668	130,120
2029-30	118,074	12,046	130,120
2030-31	123,223	6,183	129,386
	\$ 1,153,035	\$ 407,671	\$ 1,560,706

**PORT OF BROOKINGS HARBOR
SCHEDULE OF FUTURE CASH REQUIREMENTS FOR
COMBINED IFA NOTES PAYABLE
June 30, 2019**

	IFA NOTES PAYABLE						
	<u>Restructured Payments</u>		<u>Deferred Interest</u>		<u>Total Principal</u>	<u>Total Interest</u>	<u>Total</u>
	<u>Principal</u>	<u>Interest</u>	<u>Current</u>	<u>Accumulated</u>			
2019-20	\$ 290,000	\$ -	\$ -	\$ -	\$ 290,000	\$ -	\$ 290,000
2020-21	290,000	-	-	-	290,000	-	290,000
2021-22	290,000	-	-	-	290,000	-	290,000
2022-23	290,000	-	-	-	290,000	-	290,000
2023-24	290,000	-	-	-	290,000	-	290,000
2024-25	290,000	-	-	-	290,000	-	290,000
2025-26	177,127	-	-	-	177,127	-	177,127
2026-27	-	-	-	3,045,171	-	3,045,171	3,045,171
	<u>\$ 1,917,127</u>	<u>\$ -</u>	<u>-</u>	<u>\$ 3,045,171</u>	<u>\$ 1,917,127</u>	<u>\$ 3,045,171</u>	<u>\$ 4,862,298</u>

**PORT OF BROOKINGS HARBOR
SCHEDULE OF FUTURE CASH REQUIREMENTS FOR
NOTES PAYABLE PRINCIPAL AND INTEREST MATURITIES
June 30, 2019**

	NOTES PAYABLE								
	Tidewinds		Travel Lift		Fork Lift				
	Principal	Interest	Principal	Interest	Principal	Interest	Total Principal	Total Interest	Total
2019-20	\$ 864	\$ -	\$ 45,202	\$ 10,706	\$ 12,604	\$ 4,973	\$ 58,670	\$ 15,679	\$ 74,349
2020-21	864	-	47,752	8,156	13,817	3,959	62,233	12,115	74,348
2021-22	864	-	50,447	6,461	14,468	3,168	65,779	8,569	74,348
2022-23	864	-	53,293	2,815	15,374	2,202	69,531	4,817	74,348
2023-24	864	-	18,150	488	18,533	1,044	35,547	1,530	37,077
2024-25	864	-	-	-	11,454	263	12,318	263	12,581
2025-26	864	-	-	-	-	-	864	-	864
2026-27	864	-	-	-	-	-	864	-	864
2027-28	864	-	-	-	-	-	864	-	864
2028-29	864	-	-	-	-	-	864	-	864
2029-30	864	-	-	-	-	-	864	-	864
2030-31	864	-	-	-	-	-	864	-	864
2031-32	864	-	-	-	-	-	864	-	864
2032-33	864	-	-	-	-	-	864	-	864
2033-34	864	-	-	-	-	-	864	-	864
2034-35	864	-	-	-	-	-	864	-	864
2035-36	864	-	-	-	-	-	864	-	864
2036-37	504	-	-	-	-	-	504	-	504
	<u>\$ 15,192</u>	<u>\$ -</u>	<u>\$ 214,844</u>	<u>\$ 27,424</u>	<u>\$ 84,050</u>	<u>\$ 18,649</u>	<u>\$ 314,086</u>	<u>\$ 42,973</u>	<u>\$ 357,059</u>

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

**NET POSITION - MODIFIED CASH BASIS
UNAUDITED**

	<u>Fiscal Year 2018</u>	<u>Fiscal Year 2019</u>
Assets:		
Cash and Investments	\$ 304,919	\$ 445,351
Total Assets	<u>304,919</u>	<u>445,351</u>
Liabilities:		
Other Liabilities	-	-
Total Liabilities	<u>-</u>	<u>-</u>
Net Position:		
Restricted for:		
Debt Service	<u>122,894</u>	<u>120,904</u>
Committed for:		
Port Operations	167,030	280,776
Capital Projects	14,995	43,671
Total	<u>182,025</u>	<u>324,447</u>
Total Net Position	<u>\$ 304,919</u>	<u>\$ 445,351</u>

Other Information - Unaudited

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

**CHANGES IN NET POSITION - MODIFIED CASH BASIS
UNAUDITED**

	<u>Fiscal Year 2018</u>	<u>Fiscal Year 2019</u>
EXPENSES		
Governmental Activities :		
Port Operations	\$ 1,883,211	\$ 1,992,377
Capital Outlay	600,327	845,953
Debt Service	444,864	552,259
Total Governmental Activities	<u>2,928,402</u>	<u>3,390,589</u>
Program Revenues:		
Port Services	2,310,267	2,537,811
Salvage Sales	79,427	51,908
Grants	275,398	670,632
Total Program Revenues	<u>2,665,092</u>	<u>3,260,351</u>
Net (Expenses) Revenues	<u>(263,310)</u>	<u>(130,238)</u>
General Revenues:		
Property Taxes	237,622	235,810
Interest	3,079	9,643
Miscellaneous	-	25,217
Total General Revenues	<u>240,701</u>	<u>270,670</u>
Operating Transfers In	621,981	2,136,067
Operating Transfers Out	(621,981)	(2,136,067)
Loan Proceeds	<u>100,000</u>	<u>-</u>
Change in Net Position	77,391	140,432
Net Position - Beginning	230,100	304,919
Accounting Basis Change	(2,572)	-
Net Position - Ending	<u>\$ 304,919</u>	<u>\$ 445,351</u>

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

**CHANGES IN FUND BALANCE - MODIFIED CASH BASIS
UNAUDITED**

	Fiscal Year 2018	Fiscal Year 2019
REVENUES		
Property Taxes	\$ 237,622	\$ 235,810
Charges for Port Services	2,310,267	2,537,811
Salvage Sales	79,427	51,908
Grants	275,398	670,632
Interest	3,079	9,843
Miscellaneous	-	25,217
TOTAL REVENUES	2,905,793	3,531,021
EXPENDITURES		
Current		
Port Operations	1,883,211	1,992,377
Capital Outlay	600,327	845,953
Debt Service	444,864	552,259
TOTAL EXPENDITURES:	2,928,402	3,390,589
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(22,609)	140,432
OTHER FINANCING SOURCES (USES)		
Operating Transfers In	621,981	2,136,067
Operating Transfers Out	(621,981)	(2,136,067)
TOTAL OTHER FINANCING SOURCES (USES)	-	-
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES AND OTHER USES	(22,609)	140,432
FUND BALANCE, July 1	230,100	304,919
Accounting Basis Change	(2,572)	-
FUND BALANCE, June 30	\$ 204,919	445,351

Independent Auditor's Report Required By State Regulations



PORT
of
BROOKINGS
HARBOR

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

RESOLUTION NO. 530

**A RESOLUTION OF THE PORT OF BROOKINGS HARBOR
FOR ACCEPTANCE OF
DRAFT AUDIT REPORT FOR FISCAL YEAR 2018-19**

WHEREAS, the Port of Brookings Harbor is a port district, organized and operated under the provisions of ORS Chapter 777, and has the authority to adopt resolutions; and

NOW, THEREFORE, BE IT RESOLVED, that the Port of Brookings Harbor through its Board of Commissioners unanimously approved the Draft Audit Report for fiscal year 2018-19 now on file in the Port Office.

APPROVED and ADOPTED by the Port of Brookings Harbor Board of Commissioners this 17th day of December 2019.

Roy C. Davis, Chairmen, Board of
Commissioners

ATTEST:

Joseph Speir, Treasurer, Board of
Commissioners

ACTION ITEM – B

DATE: December 17, 2019
RE: Curry County Leasing RV Park
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port Manager was authorized to develop a lease with Curry County for the RV Park and bring a lease back to the Board for review during the November 22, 2019 meeting.
- New information came to light with the State where a fixed monthly payment rate is required in order for the County to receive State RV License Fees. Escalating percentage increases can be written into the lease.
- After reviewing estimated numbers for a fixed monthly payment rate and continued negotiations, we feel the fixed rate will not work. I recommend stopping further lease negotiations at this time, but the Port should welcome other opportunities as they come forward.
- I am recommending the Port should resume the loan plan to build the restroom, develop construction drawings and specifications for the new restroom and pull-thru sites, and work on reopening the dry camping area.

DOCUMENTS

- None

COMMISSIONERS ACTION

- **First Recommended Motion:**
Motion to stop current negotiations with Curry County for leasing the RV Park.
- **Second Recommended Motion:**
Motion to resume loan documentation for a new restroom and pull-thru sites for Board approval.
- **Third Recommended Motion:**
Motion to resume developing construction drawings and specifications for a new restroom and pull-thru sites at the RV Park with Crow/Clay Associates. Provide draft construction drawings and specifications for the restroom and pull-thru sites for Board approval.

ACTION ITEM – C

DATE: December 17, 2019
RE: Zola's on the Water Lease Proposal
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Eian Savas, owner of Zola's Pizzeria, presented a plan to purchase and remodel Sporthaven Marina Bar and Grill at November 19, 2019 meeting.
- Board approved a 30-year lease with renewable 5-year options.
- Board approved the building area at \$1,200 per month and the patio area at \$.08 a square foot for an extra \$200 for a \$1,400 per month base rent.
- Board approved no rent for the first two months of the lease for remodeling.
- Board approved 2% CPI increase every five years with a 10-year review of the rates.

DOCUMENTS

- Draft Consent to Assignment and Assumption of Lease, 2 pages
- Draft Amended and Restated Lease with Zola's on the Water, 18 pages

COMMISSIONERS ACTION

- **First Recommended Motion:**
Motion to approve the assignment of the current lease with Howard and Cindy Jones, owners of Sporthaven Marina Bar and Grill, to Zola's on the Water.
- **Second Recommended Motion:**
Motion to approve the draft Amended and Restated Lease Agreement with Zola's on the Water to be executed upon the assignment of the current lease with Howard and Cindy Jones.

**CONSENT TO ASSIGNMENT
AND
ASSUMPTION OF LEASE**

DRAFT

This Consent to Assignment and Assumption of Lease (“Consent”) dated as of _____, is made by and among the Port of Brookings Harbor (“Landlord”), an Oregon municipal corporation, Howard Jones and Cynthia O’Reilly-Jones (“Assignor”) and Eian Savas, Bob Manley, and Tony Mavrides dba Zola’s on the Water, LLC (“Assignee”).

WHEREAS, Assignor is the current tenant of the premises known as 16374 Lower Harbor Road; and

WHEREAS, the original lease for the premises was entered into on March 21, 1996 between Landlord and Howard Toner, Cal Rosevear and Jerry Hogan dba BMH Enterprises as Tenant; and

WHEREAS, Landlord consented to the assignment of the original lease to Mike and Kathy Ramsay on September 20, 2005; and

WHEREAS, Landlord consented to the subsequent assignment of the lease to Assignor on March 6, 2012; and

WHEREAS, Assignor has requested Landlord’s consent to the assignment and assumption of the lease to Eian Savas, Bob Manley, and Tony Mavrides dba Zola’s on the Water, LLC; and

WHEREAS, Landlord is willing to execute the Consent, subject to all of the terms and provisions herein contained.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **CONSENT TO ASSIGNMENT.** Landlord hereby consents to the assignment and assumption of the Lease by Assignor to Assignee subject to the terms and provisions of this Consent.
2. **LEASE TERM.** Assignor and Assignee acknowledge and agree that the Lease expiration date is April 30, 2031.
3. **FURTHER ASSIGNMENT.** This Consent is not to be deemed a consent to the further assignment of the Lease. Pursuant to the Lease, Landlord’s consent in writing must be obtained prior to any further assignment of the Lease.
4. **ASSUMPTION OF OBLIGATIONS.** Assignee hereby assumes all of the obligations of Assignor arising under the Lease from and after the Commencement Date of the Lease and agrees to be bound by and to perform all of the terms, covenants, agreements, provisions, and conditions of the Lease on Assignor’s part to be performed or observed from and after the Commencement Date of the Lease.

5. **RELEASE OF ASSIGNOR.** This Consent serves as a waiver and release of the continuing obligations of Assignor under the Lease as of the effective date of assignment of the lease from Assignor to Assignee. Assignor will remain responsible for any liabilities and obligations incurred up to the effective date of the assignment.
6. **GOVERNING LAW.** This Consent will be governed and construed in accordance with Oregon Law.

IN WITNESS WHEREOF, this Consent has been executed as of the day and year first above written.

LANDLORD:	ASSIGNOR:	ASSIGNEE: Zola's on the Water, LLC
Roy Davis, Chairman Board of Commissioners	Howard Jones	Eian Savas
Attest:	Cynthia O'Reilly-Jones	Bob Manley
Commissioner		Tony Mavrides

DRAFT

**AMENDED AND RESTATED COMMERCIAL LEASE AGREEMENT
ZOLA'S ON THE WATER**

This amended and restated lease agreement (this "Lease") is made and entered into this ___ day of _____, 2019, by and between the **Port of Brookings Harbor**, an Oregon municipal corporation (referred to herein as the "Landlord") and **Zola's on the Water, LLC** (referred to herein as the "Tenant").

1. **Leased Premises.** Landlord hereby leases to Tenant the following described property located in the Port of Brookings Harbor on the terms and conditions stated herein:

Approximately 3,795 sq.ft. of bare ground and 2,500 sq.ft. of concrete patio, as shown on Exhibit "A", attached hereto and made a part hereof, located at 16374 Lower Harbor Road, Brookings, Oregon (referred to herein as the "Leased Premises").

2. **Lease Term and Base Rental Rate.**

- a. **Assignment of Lease.** Tenant was assigned the original lease for a portion of the property covered by this Lease and pursuant to that assignment acquired title to the improvements on the premises that were part of the original lease.
- b. **Current Term.** The term of this Lease agreement is thirty (30) years commencing **January 1, 2020** and expiring **December 31, 2050**.
- c. **Extended Term.** Landlord grants to Tenant the six options to extend the lease term for five (5) additional years each; provided that Tenant: (a) notifies the Port of its intent to exercise the option no less than 90 days prior to expiration of the term; (b) is not in default of this Lease; and (c) Landlord does not need the premises for its own use. The rental rate is to be adjusted to be commensurate with applicable rates adopted by the Board of Commissioners in effect at the end of the term. Failure to provide such notice is a default and a material breach of this Lease and Landlord may terminate this Lease on the expiration date and retake possession of the Leased Premises with or without process of law.
- d. **Rental Rate.** The base rental rate for the Leased Premises is One Thousand Four Hundred 00/100 Dollars (\$1,400.00) per month. The building and all building improvements are the

property of the Tenant. The parties agree to review the base rental rate after 10 years for comparison with market rates and agree to negotiate a new base rental rate if the then current rate is not within a reasonable range of market rates.

- e. **Reduced Rent for Two Months.** Tenant plans to make substantial improvements to the Leased Premises prior to opening the business, which are estimated to take approximately four months. In consideration of this substantial investment, no base rental rate will be due for the first 2 months of this Lease.
- f. If Tenant does not vacate the Leased Premises at the expiration of the term or any extended term, Landlord may treat Tenant as tenant from month-to-month, subject to all of the provisions of this Lease, except that Landlord may establish a new rental rate commensurate with the applicable rates adopted by the Board of Commissioners in effect at the end of the term **upon 30 days notice**. Such month-to-month tenancy will be terminable at the end of any monthly rental period upon 10-days' written notice from Landlord **or Tenant**. Tenant hereby waives any notice otherwise required by law with respect to a month-to-month tenancy.

3. Base Rent Payment.

- a. Tenant is to pay the base rent for the Leased Premises and any additional rent provided herein without deduction or offset. Additional rent means any other sums payable by Tenant to Landlord under this Lease.
- b. The base rent will increase 2.0% every five years on the anniversary of the lease commencement. The base rent increase will be for the total amount of the base rent due. Base rent includes all prior percentage increases.
- c. Rent for any partial month during the lease term will be prorated to reflect the number of days during the month that Tenant actually occupied the Premises.
- d. Should any rent or other payment required of Tenant by this Lease not be paid within 10 days after it is due, a late charge of 1.5% per month (18% per annum) will be assessed. In the event, suit or action is instituted to collect any amount owed on this account, the undersigned applicant agrees to pay any

reasonable attorney's fees, collection agency fees and any other costs associated with such action. A \$50.00 fee will be assessed on any returned payment.

4. Lease Consideration/Security Deposit. Upon execution of this Lease, Tenant's base rent is due the first day of the month of the lease term for which rent is payable. Tenant is required to pay a security deposit in the sum of \$1,400.00. 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 will not be the exclusive remedy for Tenant's default. If the security deposit is applied by the Landlord, Tenant is required to pay on demand 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 must 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 of Leased Premises.

a. Tenant may use the Leased Premises for the following purposes only, and for no other purpose without Landlord's prior written consent: restaurant (indoor and outdoor dining), including the sale of beer, wine and liquor for consumption on-premises (with the appropriate OLC license) and retail sales.

b. In connection with its use of the Leased Premises, Tenant must, at its sole expense, promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including, but not limited to, those of the Port of Brookings Harbor, Curry County and the State of Oregon, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Port of Brookings Harbor, wherever located. Tenant must not create or maintain any nuisance, noise, objectionable fumes, or vibrations while using the Leased Premises. Tenant will be responsible for any System Development Charges applicable to or caused by the Tenant's use of the Leased Premises.

6. Improvements and Fixtures.

a. All improvements on the property will become the property of the Landlord upon expiration or earlier termination of this Lease, unless expressly otherwise agreed to by the parties.

Landlord in good condition and repair, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Leased Premises will not be deemed ordinary wear and tear if the same could have been prevented by commercially reasonable maintenance practices.

10. **Maintenance and Repair – Landlord.** Landlord has no maintenance and repair obligations for the improvements or utilities upon the Leased Premises during the term of this Lease. Landlord is responsible for maintaining the harbor and the stability of the land under the Leased Premises to ensure the Lease Premises are suitable for the purposes of this lease including, but not limited to supporting the improvements thereon.
11. **Alterations.** Tenant may not make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent. Landlord will have the right to approve the contractor used by Tenant for any work on the Leased Premises, and to post notices of non-responsibility in connection with any work being performed by Tenant on the Leased Premises. Landlord's approval of the contractor used by Tenant shall not be unreasonably withheld or delayed.
12. **Indemnity.**
 - a. Tenant must not allow any liens to attach to the Leased 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 thirty (30) days at Tenant's expense or to pay and discharge the lien. Tenant agrees to reimburse Landlord promptly upon demand. These Landlord remedies are not exclusive as Landlord has other remedies as provided by law including requiring Tenant to pay for Landlord's attorney's fees and costs relating to any such lien.

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 gross negligence or willful act of Landlord, its officers, employees,

or agents. Tenant must 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 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 Leased Premises when such damage, injury, illness, or death was 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 has been caused in part by Landlord, its officers, employees, or agents.) Landlord will have no liability to Tenant because of loss or damage caused by the acts or omissions of other tenants of Landlord, or by third parties. The provisions of this paragraph survive the termination of this Lease with respect to any damage, injury, illness, or death occurring prior to such termination.

13. Insurance.

- a. Tenant is required to carry commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) combined single limit bodily injury and property damage, for injury or death of persons and damage to or loss or destruction of property including coverage for personal and advertising injury, operations and products completed. Such insurance must be endorsed to name the Port of Brookings Harbor (Landlord) and Landlord's agent, if any, as an additional insured and additional loss payee and contain a "severability of interests" provision. All coverage must be on an occurrence basis and not on a claims made basis. All policies required by this section must also be endorsed to provide a waiver of subrogation in favor of the Port of Brookings Harbor. Tenant will be responsible to pay for any deductible amounts payable under any policy of insurance.

- b. Tenant is required to furnish certificates of insurance to Port's General Manager, P.O. Box 848, Brookings, Oregon 97415 certifying the existence of such insurance no later than five (5) days prior to commencement of this Lease. Each insurance policy required by this clause is to be endorsed to state that coverage will not be suspended, voided, canceled, or reduced in coverage or limits or not renewed without fourteen (14) days advance written notice to the Landlord and Landlord's agent, if

any, and a renewal certificate must be furnished at least 14 days prior to the expiration of any policy.

- c. The insurance required herein will be primary and without right of contribution from other insurance that may be in effect and without subordination. Any other insurance carried by the Landlord is excess. The insurance policies must be underwritten by a company licensed in the state of Oregon, and carry a minimum Best's rating of "A-VI" or better.
- d. Landlord reserves the right to review, investigate and reject insurance companies proposed to be sued by Tenant if they are determined inadequate to provide necessary coverage's as herein specified. Landlord shall not unreasonably reject Tenant's insurance company. All insurance required to be purchased and maintained by Tenant must be obtained from an insurance company licensed or authorized in the State of Oregon to issue the insurance policies for the limits and coverage's required herein.
- e. If Tenant's policies lapse or are canceled at any time during the term of this Lease, Landlord will have the right to terminate this Lease, if Tenant fails to provide insurance coverage within 10 days notice from Landlord. Tenant will be responsible to Landlord, and must reimburse and hold Landlord harmless for any bodily injury, fire or property damage not covered by Tenant's insurance and not caused in whole or in part by Landlord.

14. Exemption of Landlord from Liability. Tenant hereby agrees that Landlord will not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Leased Premises or the Port, nor may Landlord be held liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, wires or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Leased Premises or upon other premises of the Port, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, unless such injury and/or damage results from the gross negligence or willful acts of Landlord. Landlord may not be held 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 or Tenant's improvements to the Leased Premises that causes the Leased Premises or any substantial portion of the Leased Premises (including the improvements thereon) to be unusable, or which will cost more than twenty-five percent (25%) of the pre-damage value of the Leased Premises (or Tenant's improvements thereon) to repair. In case of major damage, Tenant may elect to terminate this Lease by notice in writing to Landlord within sixty (60) days after such date. Tenant and Tenant's insurance will still be responsible to restore the Leased Premises and Tenant's improvements thereon even if Tenant chooses to terminate this Lease. If this Lease is not terminated following major damage, or if damage occurs that is not major damage, Tenant must promptly restore the Leased Premises and Tenant's improvements thereon to the condition existing just prior to the damage.

16. **Waiver of Subrogation.** Tenant is responsible for insuring its personal property, improvements and trade fixtures located on the Leased Premises and any alterations or new Tenant improvements it makes to the Leased Premises. Neither Landlord nor Tenant may be held liable to the other for any loss or damage caused by any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption. There may be no subrogated claims by one party's insurance carrier against the other party arising out of any 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 will be that the portion of the Leased Premises taken must be of such extent and nature as to substantially handicap, impede, or impair Tenant's use of the balance of the Leased Premises for the purpose intended. Rent will be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Leased Premises caused by the taking. All condemnation proceeds for the Leased Premises belong to Landlord, and Tenant will have no claims

against Landlord for said proceeds. All condemnation proceeds for the Tenant owned improvements on the Leased Premises and any compensation for Tenant's losses from condemnation belong to Tenant, and Landlord will have no claims against Tenant for said proceeds.

18. Assignment and Subletting.

- a. This Lease will bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant may not assign its interest under this Lease or sublet all or any portion of the Leased Premises without first obtaining Landlord's consent in writing. This provision applies to all transfers by operation of law including, but not limited to, mergers and changes in control of Tenant. No assignment will act to relieve Tenant of its obligation to pay rent or perform other obligations required by this Lease and no consent to one assignment or subletting may be deemed consent to any further assignment or subletting. Landlord may not unreasonably withhold or delay its consent to any assignment, or to subletting, accepting that the proposed Tenant has been approved by Landlord in writing.
- b. Upon the assignment of this Lease, 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 will 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 is to be paid to Landlord promptly following its receipt by Tenant. Tenant must 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 events 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 will 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 will have the right to the following remedies, which are intended to be cumulative and in addition to any other remedies provided under applicable law.

- a. Landlord may terminate this Lease and reenter and retake possession of the Leased Premises, and remove any persons or property by legal action. Following such retaking of possession, efforts by Landlord to re-let the Leased Premises will be sufficient if Landlord follows its usual procedures for finding tenants for the Leased Premises at rates not less than the current rates for other comparable space on Port property. If Landlord has other vacant space available, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages to loss of rentals from Tenant.
- b. Landlord may recover all damages caused by Tenant's default which include an amount equal to rent lost because

of the default and all attorney's fees and costs. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages will act to 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 will be measured by the difference between the rent under this Lease and the reasonable rental value of the Leased Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rate on judgments.

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

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

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

- a. In the event any action, suit, arbitration or other proceeding is instituted by either party to this Lease to enforce any provision of this Lease or any matter arising therefrom or to interpret any provision of this Lease, including any proceeding to compel arbitration, the prevailing party will 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's fee, the prevailing party will be entitled to recover from the other costs and disbursements, including all costs of arbitration and the arbitrator(s) fees, and expert witness fees, as fixed by the court or tribunal in which the case is heard.
- b. In the event any such action, suit, arbitration or other proceeding is appealed to any higher court or courts, the prevailing party will be entitled to recover from the other a reasonable attorney fee for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney's 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 will 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 will 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 will be entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord will have no liability to Tenant for loss or damages arising out of the acts of other tenants of Port property or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises.

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

30. **Nonwaiver.** Waiver by either party of strict performance of any provision of this Lease will not be deemed a waiver 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 is required to pay all real and personal property taxes, if any, applicable to Tenant's use and possession of the Leased Premises.
 - b. **Additional Improvements.** Tenant will be responsible for paying any increase in real property tax specified in the Tax Assessor's records and work sheets caused by additional improvements placed upon the Leased Premises by Tenant or by Landlord for use by Tenant.
 - c. **Definition of "Real Property Tax".** As used herein, the term "real property tax" includes any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.
32. **Severability.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction will not affect the validity of any other provisions herein.
33. **Time of Essence.** Time is of the essence with respect to the obligations to be performed under this Lease.
34. **Security Measures.** Each party acknowledges that they have no obligation whatsoever to provide guard service or other security measures for the benefit of the other party or their property. Each party assumes full responsibility for the protection of itself, its agents and invitees and its property from acts of third parties. Nothing herein contained may prevent Landlord, at Landlord's sole option from providing security protection for the Port or any part thereof.

- 35. No Warranties.** The Leased Premises are leased "as-is" and in their current condition as of the first day of the lease term. No warranties, express or implied, are provided by Landlord.
- 36. Parking.** Landlord does not reserve any parking spaces to Tenant as part of this Lease, however, all public parking spaces of Landlord are available to Tenant and Tenant's patrons, employees, and other invitees.
- 37. Arbitration.**
- a. Any controversy or claim arising out of or relating to this Lease, including, without limitation, the making, performance or interpretation of this Lease, is to 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.
 - b. Any party asserting a claim arising out of or relating to this Lease may make a written demand for arbitration. In this event, the parties agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator must 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 is to be heard by the arbitrator selected within 90 days thereafter, unless the parties agree otherwise.
 - c. The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. In the event of arbitration under the provisions of this Lease, the prevailing party will be entitled to an award of reasonable attorney fees and related costs.
 - d. If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, will 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 may be grounds for vacating the arbitrator's award. Each party will be entitled to present evidence and argument to the arbitrator. The arbitrator must give written notice to the parties stating the arbitration determination and 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.

- e. The parties agree that the arbitrator will have no Jurisdiction to render an award and/or judgment for punitive damages. The parties agree that the decision of the arbitrator will 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 will apply to any arbitration hereunder. The duty to arbitrate will survive the cancellation or termination of this Lease.
- f. Service of process in connection therewith is to be made by certified mail. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined will be the existence of the agreement to arbitrate and the failure of one party to comply with that agreement, and those issues are to be determined summarily by the court without a jury. All other issues must be decided by the arbitrator, whose decision thereon will be final and binding. There may be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.
- g. Neither party may 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 may pursue litigation under item (iii) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section.
- h. If any dispute between the parties arises from or in connection with any claim of litigation initiated by any third party (either as claimant, plaintiff, counterclaimant, or defendant/third party plaintiff), then, unless the parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section may at the option of either party be deferred until the resolution of that third-party claim or litigation, provided, however that in the event of any such dispute in connection with a claim or litigation so initiated by a third party, either party may at any time initiate arbitration under this Section to determine prospective liability between the parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence will be subject to mandatory arbitration hereunder upon the demand of either party. In the event Landlord is made a party to

such claim or litigation so initiated by a third party, Landlord may select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or litigation, regardless of whether Landlord is required to, or in fact does, initiate a crossclaim, counterclaim, or third-party claim, and regardless of Tenant's indemnity obligations.

- i. The duty to arbitrate will 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 last written below.

**PORT OF BROOKINGS-HARBOR,
Landlord**

Tenant Zola's on the Water, LLC

Dated: _____

Dated: _____

By: _____
Board Chairman Roy Davis

By: _____

ATTEST: _____

Title: _____

Commissioner

Mailing Address:
P.O. Box 848
Brookings, OR 97415

Mailing Address:

Phone: 541-469-2218
Fax: 541-359-3999

Phone:
Fax:

ACTION ITEM – D

DATE: December 17, 2019
RE: Pacific Fishing Lease Extension
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Pacific Seafood has requested to exercise its option to extend the lease for an additional three years commencing May 1, 2020 and continuing through April 30, 2023.
- Pacific Fishing has no outstanding balance with the Port and is an excellent tenant.

DOCUMENTS

- Pacific Seafood Letter dated November 5, 2019, 1 page
- Draft Commercial Lease Agreement Amendment No. 1, 1 page

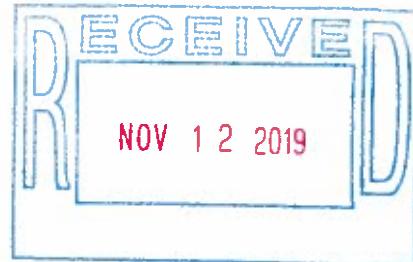
COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve draft Commercial Lease Agreement Amendment No. 1 with Pacific Fishing for additional three years commencing May 1, 2020 and continuing through April 30, 2023.



LEGAL & STRATEGIC AFFAIRS

November 5, 2019



Port of Brookings Harbor
16330 Lower Harbor Road
P.O. Box 848
Harbor, OR 97415

Re: 16060 Lower Harbor Road, Brookings, OR

Dear Sirs or Madam:

I write on behalf of Pacific Fishing, LLC, to notify you of our intent to renew the lease of the above-described property. The current term is set to expire on April 30, 2020. Extension will continue the lease for one (1) additional three (3) year term.

Please contact my office with any questions. Thank you for your assistance. We look forward to continuing our relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anthony J. Dal Ponte".

Anthony J. Dal Ponte
General Counsel
T: 503.905.4298
Tdalponte@pacseafood.com

Enclosures

Cc: Cindy Stinnett, Controller (via e-mail)

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COMMERCIAL LEASE AGREEMENT

AMENDMENT NO. 1

This lease amendment ("Amendment") is entered into by and between the Port of Brookings Harbor ("Landlord") and Pacific Fishing, LLC ("Tenant") to amend the terms of the commercial lease dated May 1, 2017.

1. AMENDMENTS. The following terms of the commercial lease agreement are amended as follows:

1.01. The third subparagraph of paragraph 2.a. is amended to read as follows:

The initial term of this lease was for three years. Tenant exercised its option to extend the least for an additional three years commencing May 1, 2020 and continuing through April 30, 2023.

1.02. Paragraphs 2.b. and 2.c. are deleted from the lease agreement.

2. OTHER TERMS AND CONDITIONS. All other terms and conditions of the original lease agreement remain in full force and effect and remain unaffected hereby.

3. EFFECTIVE DATE. This Amendment shall be effective as of the date that it is executed.

IN WITNESS WHEREOF, the parties have entered into this agreement as of the date last below written at Brookings, Oregon.

PORT OF BROOKINGS HARBOR, Landlord	Pacific Fishing, LLC Tenant
Dated: By: _____ Roy Davis, Board Chairman ATTEST: _____ Commissioner	Dated: By: _____ Its: _____

ACTION ITEM – E

DATE: December 17, 2019
RE: Satisfy Debt to Tidewinds-Kyle Aubin
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- In March of 2017, the Port purchased a building on Port property for \$18,000. Monthly payments of \$672 commenced in March with no interest. The seller entered into a Port lease for \$600 per month, therefore the Port's obligation of \$600 is exchanged for monthly rent, netting a monthly cash obligation of \$72 on the loan. Payoff of the loan is in 2037.
- This debt is budgeted in the Debt Service Fund, but all transactions occur in the General Fund. Staff time and Auditor's time are spent with these transactions. If the debt was paid in full the administrative, accounting, budgeting and auditing processes in regards to this loan would cease.
- Staff recommends payment in full to Tidewinds/Kyle Aubin.

DOCUMENTS

- June 1, 2015 Lease with Tidewinds, 13 pages
- Notes Payable Report, 2 pages

COMMISSIONERS ACTION

- **First Recommended Motion:**
Motion to approve and adopted to appropriate \$14,760 from General Fund contingency and Materials and Services to Debt Service Fund.
- **Second Recommended Motion:**
Motion to approve payment to Tidewinds/Kyle Aubin in the amount of \$14,760.00 to satisfy obligation.

LEASE

This lease is made and entered into at Brookings, Oregon this 1st day of June 2015, by and between the Port of Brookings Harbor (the Landlord) and Kyle Aubin (the Tenant) dba as Tidewinds Sportfishing.

Landlord hereby leases to Tenant, as the sole Charter Boat Operator in the Port's Retail Center and Launch Lot, approximately 735 square-feet of commercial retail space, (the Premises), located at 16350 Lower Harbor Road, Suite 201, Brookings, Oregon for a term commencing June 1, 2015 and continuing through May 31, 2020; at a Base Rental of \$668.85 (U.S.) per month payable in advance on the first day of each month, as per the terms of the pre-rental agreement. Landlord grants to Tenant the option to lease said retail space for up to three additional five (5) year terms for up to a total of twenty (20) years under these same terms, 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 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 \$668.85 paid as lease consideration for the contiguous 735 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 for boat & marine products, fishing licenses, charter services, and public information 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.** Notwithstanding those terms agreed upon in the pre-rental agreement, 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 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.** Landlord reserves the right to reassign the 4 parking spaces provided to Tenant at anytime during the period of this lease with thirty (30) days written notice to Tenant.
- 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:

TENANT:
Tidewinds Sportfishing

By: 

Name: Kyle Aubin

Title: Owner Date:

Address: _____

Phone No. 541-469-0337

Agreement Between Port of Brookings Harbor and Kyle Aubin dba Tidewinds Charters Regarding Lease Terms

1. Tidewinds Charters is the sole large-scale and longest-running charter business in the Port of Brookings, and in fact has arguably the largest fleet on the Oregon Coast. The business attracts substantial traffic to the Port of Brookings harbor and the surround community. Further, all three vessels are based in Brookings year-round and utilize all port infrastructure for fuel, ice and necessary repairs.
2. Tidewinds proposes to occupy that retail space of approximately 640 square feet formerly occupied by "Seadog Marine," to carry on its businesses of charter fishing and Bait and tackle sales, which businesses are currently ongoing within structures located on port property but owned by Kyle Aubin.
3. Term of the lease is five years with three successive options to extend for a period of five years each, or a total of twenty years. Lease is subject to normal provisions of port leases otherwise, including the normal escalation factor used in port leases, based on cost-of-living increases in that region or area determined to most closely align with economic activity of Southern Curry County, Oregon.
4. Tidewinds and the Port agree and acknowledge that this lease agreement is materially conditioned on certain covenants and warranties made by the parties: specifically that because Tidewinds Charters currently owns its own buildings and is paying a fixed rental for ground lease only. It is to the benefit of the Port, and in accordance with the tasks set out in its current strategic plan, to terminate certain long-term leases as described above to allow the planning and development of future retail space in accordance with said strategic plan.
5. Therefore, in return for the promise to enter into the above-described long-term lease with the Port, Tidewinds Charters agrees to sell, in return for diminished rent, the above described building for a purchase price of \$18,000.00.
6. The Port agrees to immediately demolish the buildings upon Tidewinds' occupation of the new space, and not rent said real property locations or within that retail facility that Tidewinds is occupying to any business that is in competition or could be deemed to be in competition with Tidewinds' businesses. This shall be considered a material term of this agreement.
7. The Port promises to credit Kyle Aubin dba Tidewinds Charters for this purchase price in the following manner: Initial rent for the new space rent will be \$672.00 per month, with \$600.00 per month to be paid by Aubin in cash and the remainder to be deducted from the purchase credit in his account. Said credits shall at any time be applicable, at the sole discretion of Aubin, against current amounts due to the Port of Brookings Harbor and ultimately as credits for port-constructed tenant improvements for replacement space when constructed by the Port of Brookings Harbor. Said replacement space is forecast to be constructed, for purposes of this agreement within five years and shall be deemed a material part of this agreement. In other words, if a material term of this agreement is breached by the Port, Kyle Aubin dba Tidewinds

Charters shall be entitled to terminate his agreement with the Port and be fully reimbursed for the unpaid credit remaining at the time of such breach.

Signed and Agreed this 10th day of ^{April} 2015 between

A handwritten signature in black ink, appearing to be 'KA', written over a horizontal line.

Kyle Aubin dba Tidewinds Charters

A handwritten signature in black ink, appearing to be 'TF', written over a horizontal line.

Ted Fitzgerald, Manager, Port of Brookings Harbor

Port of Brookings Harbor Building Purchase - Kyle Aubin

Type	Date	Num	Memo	Amount	Balance
2200 - Notes Payable					
2235 - Property Purchase-Kyle Aubin					
Invoice	03/31/2016	20160749	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	-72.00
General Journal	03/31/2016	MA-16-17	Record purchase of Tidewinds building	18,000.00	17,928.00
Invoice	05/02/2016	20161501	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	17,856.00
Invoice	06/01/2016	20161963	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	17,784.00
Invoice	07/01/2016	20163202	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	17,712.00
Invoice	07/31/2016	20163921	Correcting allocation of payments for June & July 2016		17,712.00
Invoice	08/01/2016	20164078	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	17,640.00
Invoice	09/01/2016	20164816	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	17,568.00
Invoice	10/01/2016	20165443	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	17,496.00
Invoice	11/01/2016	20165928	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	17,424.00
Invoice	12/01/2016	20166278	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	17,352.00
Invoice	01/01/2017	20170084	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	17,280.00
Invoice	02/01/2017	20170528	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	17,208.00
Invoice	03/01/2017	20170737	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	17,136.00
Invoice	04/01/2017	20171355	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	17,064.00
Invoice	05/01/2017	20171545	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	16,992.00
Invoice	06/01/2017	20171940	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	16,920.00
Invoice	07/01/2017	20172449	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	16,848.00
Invoice	08/01/2017	20173452	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	16,776.00
Invoice	09/01/2017	20174001	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	16,704.00
Invoice	10/01/2017	20174040	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	16,632.00
Invoice	11/01/2017	20174041	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	16,560.00
Invoice	12/01/2017	20174042	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	16,488.00
Invoice	01/01/2018	20174043	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	16,416.00
Invoice	02/01/2018	20174044	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	16,344.00
Invoice	03/01/2018	20174045	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	16,272.00
Invoice	04/01/2018	20181262	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	16,200.00
Invoice	05/01/2018	20181805	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	16,128.00
Invoice	06/01/2018	20182333	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	16,056.00
Invoice	07/01/2018	20182650	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	15,984.00

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Port of Brookings Harbor Building Purchase - Kyle Aubin

Invoice	08/01/2018	20183601	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	15,912.00	
Invoice	09/01/2018	20184240	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	15,840.00	
Invoice	10/01/2018	20184737	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	15,768.00	
Invoice	11/01/2018	20185100	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	15,696.00	
Invoice	12/01/2018	20185865	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	15,624.00	
Invoice	01/01/2019	20190096	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	15,552.00	
Invoice	02/01/2019	20190641	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	15,480.00	
Invoice	03/01/2019	20190810	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	15,408.00	
Invoice	04/01/2019	20191398	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	15,336.00	
Invoice	05/01/2019	20191726	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	15,264.00	
Invoice	06/01/2019	20192457	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	15,192.00	
Invoice	07/01/2019	20190168	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	15,120.00	
Invoice	08/01/2019	20190168	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	15,048.00	
Invoice	09/01/2019	20190168	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	14,976.00	
Invoice	10/01/2019	20193169	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	14,904.00	
Invoice	11/01/2019	20193501	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	14,832.00	
Invoice	12/01/2019	20193633	Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...	-72.00	14,760.00	
Invoice	01/01/2020		Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...		14,760.00	
Invoice	02/01/2020		Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...		14,760.00	
Invoice	03/01/2020		Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...		14,760.00	
Invoice	04/01/2020		Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...		14,760.00	
Invoice	05/01/2020		Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...		14,760.00	
Invoice	06/01/2020		Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...		14,760.00	
Invoice	07/01/2020		Per Agreement for Tidewind Charters dba Tidewide Sport Fishing/Kyle Aubin for Land Purchas...		14,760.00	
Total 2235 Property Purchase-Kyle Aubin					14,760.00	14,760.00
Total 2200 Notes Payable					14,760.00	14,760.00
TOTAL					14,760.00	14,760.00

Principal Paid Fiscal Year 2018-19 -864.00
Principal Paid Fiscal Year 2019-20 -432.00

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ACTION ITEM – F

DATE: December 17, 2019
RE: Service Contracts for Calendar Year 2020
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Throughout year the Port uses various services and purchased goods that exceeded the Port Manager's calendar limit of \$10,000 per vender. Services or goods that exceed \$10,000 require Board approval.
- Service contracts the Port is requesting over the \$10,000 limit:
 - Earthwork (not-to-exceed \$20,000)
 - Electrical (not-to-exceed \$15,000)
 - Marine Fuel (not-to-exceed \$750,000)
- Other service contracts the Port plans to execute under the \$10,000 limit may include:
 - Welding at hourly rate
 - Port equipment maintenance
 - Fuel Tank Service
- The Port is limited to two suppliers (Carson Oil & Tyree Oil) for marine grade fuel. Pricing various depending on market fluctuation and then trucking availability also determines the delivery. Carson Oil and Tyree Oil are the only two suppliers that have approved delivery/spill prevention plans with the Port.

DOCUMENTS

- None

COMMISSIONERS ACTION

- **First Recommended Motion:**
Motion to approve the limits of service contracts and purchase of goods:
(1) Earthwork (not-to-exceed \$20,000)
(2) Electrical (not-to-exceed \$15,000)
- **Second Recommended Motion:**
Motion to approve the purchase Marine Fuel for Commercial and Sport Vessels not-to-exceed \$750,000 from Carson Oil or Tyree Oil during the 2020 calendar year.

ACTION ITEM – G

DATE: December 17, 2019
RE: Harassment, Discrimination and Retaliation Policy
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- This year, the Oregon Legislature passed Senate Bill 479 requiring the establishment or adoption of a written policy (with very specific policy provisions) to prevent workplace harassment, discrimination and retaliation. This new legislation goes into effect on **January 1, 2020** and we are **required** to have a policy in place that meets the requirements of SB 479 by **January 1, 2020**. This applies to ALL districts, including those with no employees.

- SDAO provided a templet policy for districts to use and modify to meet their needs.

DOCUMENTS

- Draft Harassment, Discrimination and Retaliation Policy (SDAO templet), 5 pages
- SB 479, 10 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve Harassment, Discrimination and Retaliation Policy.

PREVENTION OF WORKPLACE DISCRIMINATION, HARASSMENT, AND RETALIATION (OREGON PUBLIC SECTOR)

The Port of Brookings Harbor is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, The Port of Brookings Harbor expects that all relationships among persons will be respectful and professional, free of bias, prejudice and harassment in the workplace, at work related event, or any activity coordinated by or through the organization. This policy applies to all employees, elected officials, board or commission members, volunteers, interns and any other person we interact with in the course of accomplishing the work of the organization.

The Port of Brookings Harbor has developed this policy to ensure that all its employees can work in an environment free from unlawful harassment, discrimination and retaliation. The Port of Brookings Harbor will make every reasonable effort to ensure that all concerned are familiar with these policies and are aware that any complaint in violation of these policies will be investigated and resolved appropriately.

Discrimination, harassment and retaliation are not acceptable.

Any employee who has questions or concerns about these policies should talk with our primary contact the Port Manager or Human Resource and as an alternative you may reach the Harbormaster.

EQUAL EMPLOYMENT OPPORTUNITY

It is our policy to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law.

RETALIATION

We encourage reporting of all perceived incidents of discrimination or harassment. It is the policy of The Port of Brookings Harbor to promptly and thoroughly investigate such reports. We prohibit retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

SEXUAL HARASSMENT

Sexual harassment constitutes discrimination and is illegal under federal and state laws. For the purposes of this policy, "sexual harassment" is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other

PREVENTION OF WORKPLACE DISCRIMINATION, HARASSMENT, AND RETALIATION (OREGON PUBLIC SECTOR)

verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment: a) quid pro quo and b) hostile work environment. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Oregon Law provides further protection from sexual assault defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation.

HARASSMENT

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual's work performance, or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes labels, insults or negative stereotyping; threatening, intimidating or hostile acts; demeaning jokes; and written or graphic material that belittles or shows hostility or dislike toward an individual or group that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means.

REPORTING AN INCIDENT OF HARASSMENT, DISCRIMINATION OR RETALIATION

The Port of Brookings Harbor encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with the

PREVENTION OF WORKPLACE DISCRIMINATION, HARASSMENT, AND RETALIATION (OREGON PUBLIC SECTOR)

Port Manager, Human Resource or the Harbormaster. See the complaint procedure described below.

In addition, we encourage individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and to request that it stop. Often this action alone will resolve the problem. We recognize, however, that an individual may prefer to pursue the matter through complaint procedures.

Following receipt of a complaint or concern management will follow-up every three months for one year to ensure no further concerns or retaliation are experienced. Employees should not wait for the management follow-up to share related experiences. If an employee would like the follow-up to discontinue the follow-up process a request must be submitted in writing to The Port Manager.

INTERNAL COMPLAINT PROCEDURE

Individuals who believe they have been the victims of conduct prohibited by this policy or believe they have witnessed such conduct should discuss their concerns with the Port Manager if you are unable to reach the primary contact please reach out to the Human Resource or the Harbormaster. We encourage employees to document the event(s), associated date(s), and potential witnesses.

The Port of Brookings Harbor encourages the prompt reporting of complaints or concerns so that quick and helpful action can be taken before relationships become irreparably broken. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. However, complaints and concerns may be brought forward within four years of the alleged violation. We encourage employees to document the events, associated dates, and potential witnesses.

Any reported allegations of harassment, discrimination or retaliation will be investigated quickly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the event(s) or may have other relevant knowledge.

The Port of Brookings Harbor will maintain confidentiality throughout the investigatory process to the extent possible with acceptable investigation and appropriate corrective action.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling or corrective action such as [Identify potential options: warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, or termination] as The Port of Brookings Harbor believes appropriate under the circumstances.

PREVENTION OF WORKPLACE DISCRIMINATION, HARASSMENT, AND RETALIATION (OREGON PUBLIC SECTOR)

False and malicious complaints of harassment, discrimination or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate disciplinary action.

EXTERNAL COMPLAINT PROCEDURES

We encourage employees to bring their concerns and complaints to the organization, and understand that, at times, this may not be the choice of the employee. Below is a list of the external complaint options. Please reach out to the preferred choice to determine the appropriate timelines for their processes.

- Oregon Bureau of Labor and Industries at the following web address:
https://www.oregon.gov/boli/CRD/Pages/C_Crcompl.aspx
- Civil or Criminal Action. In these circumstances, a Notice of Claim must be provided to us in accordance with ORS 30.275.

EMPLOYMENT AGREEMENTS

No employee will be required or invited to sign an agreement requiring the non-disclosure of information related to discrimination or sexual assault as a condition of employment, continued employment, promotion, compensation or the receipt of benefits. An employee may request this type of agreement and, upon request, will be provided at least seven (7) days to change their mind.

ADDITIONAL EMPLOYEE SUPPORT SERVICES

Employees may choose to use other support services throughout and following instances related to concerns and complaints. The organization provides the following for additional assistance:

- Oregon State Bar Association <https://www.osbar.org/index.html>
- Psychology today <https://www.psychologytoday.com/us>
- Your primary healthcare provider

Port of Brookings Harbor

POLICY RECEIPT ACKNOWLEDGMENT FORM

As an employee of Port of Brookings Harbor, I acknowledge the following:

I have been provided a copy of the Harassment, Discrimination and Retaliation Policy. I understand that the Policy contains important information. I have both read and understood the information in the Policy and have asked a Manager for the clarification of any information I did not understand.

I acknowledge the Policy is neither a contract of employment nor a guarantee of specific treatment in any situation; that the organization has the right to change, modify, add to, substitute, eliminate, interpret, and apply, in its sole judgment and in accordance with the law this policy. I understand this Policy supersedes all prior policies, and understandings related to the subjects it contains.

The Board of Commissioners are the only persons authorized to make changes to the Policy and all such changes must be in writing to be valid. Any changes to the content will be communicated to employees via official notices.

I understand that, unless stated otherwise in an employment contract, my employment relationship with the organization is "at-will" and either the organization or I can end the relationship at any time, with or without reason or notice. The Board of Commissioners is the only person who has the authority to enter into an employment contract, which must be in writing and signed by both parties to be valid.

I also acknowledge that before signing this form, I asked for and received clarification on any of the items discussed above that I did not understand.

Employee Signature

Date

Print Employee's Name

NOTE: This signed form should be inserted into each employee's personnel file.

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**Enrolled
Senate Bill 479**

Sponsored by Senators GELSER, KNOPP; Senator MONNES ANDERSON, Representatives HAYDEN, KENY-GUYER, NOBLE (Pre-session filed.)

CHAPTER

AN ACT

Relating to workplace harassment; creating new provisions; amending ORS 659A.820, 659A.875 and 659A.885; and prescribing an effective date.

Be It Enacted by the People of the State of Oregon:

SECTION 1. Sections 1a to 4 of this 2019 Act are added to and made a part of ORS chapter 243.

SECTION 1a. As used in sections 1a to 4 of this 2019 Act:

(1) "Public employer" has the meaning given that term in ORS 260.432.

(2) "Sexual assault" means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

(3) "Workplace harassment" means conduct that constitutes discrimination prohibited by ORS 659A.030, including conduct that constitutes sexual assault or that constitutes conduct prohibited by ORS 659A.082 or 659A.112.

SECTION 2. (1) A public employer shall establish and adopt a written policy that seeks to prevent workplace harassment that occurs between employees or between an employer and an employee in the workplace or at a work-related event that is off the employment premises and coordinated by or through the employer, or between an employer and an employee off the employment premises.

(2) The policy must include:

(a) A statement prohibiting workplace harassment;

(b) Information explaining that a victim of workplace harassment has a right to seek redress through the employer's internal process provided under section 3 of this 2019 Act, through the Bureau of Labor and Industries' complaint resolution process under ORS 659A.820 to 659A.865 or under any other available law, whether civil or criminal, including:

(A) The timeline under which relief may be sought;

(B) Any available administrative or judicial remedies; and

(C) The advance notice of claim against a public body that a claimant must provide as required under ORS 30.275;

(c) A statement that a person who reports workplace harassment has the right to be protected from retaliation;

(d) A statement of the scope of the policy, including that the policy applies to elected public officials, volunteers and interns;

(e) An explanation that a victim of workplace harassment may voluntarily disclose information regarding an incident of workplace harassment that involves the victim;

(f) Information to connect a victim of workplace harassment with legal resources and counseling and support services, including any available employee assistance services;

(g) A statement that an employer may not require or coerce an employee to enter into a nondisclosure or nondisparagement agreement, including a description of the meaning of those terms;

(h) An explanation that an employee claiming to be aggrieved by workplace harassment may voluntarily request to enter into an agreement described in section 4 (2) of this 2019 Act, including a statement that explains that the employee has at least seven days to revoke the agreement; and

(i) A statement that advises employers and employees to document any incidents of workplace harassment.

(3) A public employer shall provide a copy of the policies described in this section to each employee and shall include a copy of the policies in any orientation materials that are provided to new employees at the time of hire.

(4) If an employee discloses any concerns about workplace harassment to a supervisor of the employer, or to a designated individual as described in section 3 (3) of this 2019 Act, the supervisor or designated individual shall, at the time of the disclosure, provide to the employee a copy of the policy described in this section.

(5) A policy established under this section must comply with the requirements for a written policy provided under section 3, chapter __, Oregon Laws 2019 (Enrolled Senate Bill 726).

SECTION 3. A public employer shall develop written policies and procedures for the prompt investigation of a report of workplace harassment. The policies and procedures must:

(1) Provide instruction for maintaining records of workplace harassment.

(2) Establish a process for a victim of workplace harassment to file a complaint, provided that the process allows a victim to file the complaint within four years from the date on which the alleged harassment occurred or within the applicable time limitation on the commencement of an action under ORS 659A.875, whichever is greater.

(3) Identify the individual designated by the employer who is responsible for receiving reports of prohibited conduct, including an individual designated as an alternate to receive such reports.

(4) Subject to subsection (5) of this section, require the employer to follow up with the victim of the alleged harassment once every three months for the calendar year following the date on which the employer received a report of harassment, to determine whether the alleged harassment has stopped or if the victim has experienced retaliation.

(5) Inform the victim that the employer will follow up in the manner described in subsection (4) of this section until and unless the victim objects to such action in writing.

SECTION 4. (1) Except as provided in subsection (2) or (4) of this section, it is an unlawful employment practice under ORS chapter 659A for a public employer to enter into an agreement with an employee or prospective employee, as a condition of employment, continued employment, promotion, compensation or the receipt of benefits, that contains a nondisclosure provision, a nondisparagement provision or any other provision that has the purpose or effect of preventing the employee from disclosing or discussing workplace harassment:

(a) That occurred between employees or between an employer and an employee in the workplace or at a work-related event that is off the employment premises and coordinated by or through the employer; or

(b) That occurred between an employer and an employee off the employment premises.

(2) A public employer may enter into a settlement, separation or severance agreement that includes one or more of the following provisions only when an employee claiming to be aggrieved by workplace harassment described under subsection (1) of this section requests to enter into the agreement:

(a) A provision described in subsection (1) of this section;
(b) A provision that prevents the disclosure of factual information relating to the claim of discrimination or conduct that constitutes sexual assault; or

(c) A no-rehire provision that prohibits the employee from seeking reemployment with the employer as a term or condition of the agreement.

(3)(a) An agreement entered into under subsection (2) of this section must provide that the employee has at least seven days after executing the agreement to revoke the agreement.

(b) The agreement may not become effective until after the revocation period has expired.

(4) If an employer makes a good faith determination that an employee has engaged in workplace harassment described under subsection (1) of this section, the employer may enter into a settlement, separation or severance agreement that includes one or more of the following provisions:

(a) A provision described in subsection (1) of this section;

(b) A provision that prevents the disclosure of factual information that relates to the workplace harassment; or

(c) A no-rehire provision that prohibits the employee from seeking reemployment with the employer as a term or condition of the agreement.

(5) An employee may file a complaint under ORS 659A.820 for violations of this section and may bring a civil action under ORS 659A.885 and recover relief as provided by ORS 659A.885 (1) to (3).

(6) This section does not apply to an employee who is tasked by law to receive confidential or privileged reports of discrimination, sexual assault or harassment.

SECTION 5. ORS 659A.820, as amended by section 5, chapter 197, Oregon Laws 2017, is amended to read:

659A.820. (1) As used in this section, for purposes of a complaint alleging an unlawful practice under ORS 659A.145 or 659A.421 or discrimination under federal housing law, "person claiming to be aggrieved by an unlawful practice" includes, but is not limited to, a person who believes that the person:

(a) Has been injured by an unlawful practice under ORS 659A.145 or 659A.421 or a discriminatory housing practice; or

(b) Will be injured by an unlawful practice under ORS 659A.145 or 659A.421 or a discriminatory housing practice that is about to occur.

(2) Any person claiming to be aggrieved by an unlawful practice may file with the Commissioner of the Bureau of Labor and Industries a verified written complaint that states the name and address of the person alleged to have committed the unlawful practice. The complaint must be signed by the complainant. The complaint must set forth the acts or omissions alleged to be an unlawful practice. The complainant may be required to set forth in the complaint such other information as the commissioner may require. Except as provided in subsection (3) of this section or ORS 654.062, a complaint under this section must be filed no later than one year after the alleged unlawful practice.

(3) A complaint alleging an unlawful employment practice as described in ORS 659A.030, 659A.082 or 659A.112 or section 4 of this 2019 Act must be filed no later than five years after the occurrence of the alleged unlawful employment practice.

[(3)(a)] (4)(a) Except as provided in paragraph (b) of this subsection, a complaint may not be filed under this section if a civil action has been commenced in state or federal court alleging the same matters.

(b) The prohibition described in paragraph (a) of this subsection does not apply to a complaint alleging an unlawful practice under ORS 659A.145 or 659A.421 or alleging discrimination under federal housing law.

[(4)] (5) If an employer has one or more employees who refuse or threaten to refuse to abide by the provisions of this chapter or to cooperate in carrying out the purposes of this chapter, the em-

ployer may file with the commissioner a verified complaint requesting assistance by conciliation or other remedial action.

[(5)] (6) Except as provided in subsection [(6)] (7) of this section, the commissioner shall notify the person against whom a complaint is made within 30 days of the filing of the complaint. The commissioner shall include in the notice the date, place and circumstances of the alleged unlawful practice.

[(6)] (7) The commissioner shall notify the person against whom a complaint alleging an unlawful practice under ORS 659A.145 or 659A.421 or discrimination under federal housing law is made within 10 days of the filing of the complaint. The commissioner shall include in the notice:

(a) The date, place and circumstances of the alleged unlawful practice; and

(b) A statement that the person against whom the complaint is made may file an answer to the complaint.

SECTION 6. ORS 659A.875, as amended by section 8, chapter 197, Oregon Laws 2017, is amended to read:

659A.875. (1) Except as provided in subsection (2) of this section[,]:

(a) A civil action under ORS 659A.885 alleging an unlawful employment practice **other than a violation of ORS 659A.030, 659A.082 or 659A.112 or section 4 of this 2019 Act** must be commenced within one year after the occurrence of the unlawful employment practice unless a complaint has been timely filed under ORS 659A.820.

(b) A civil action under ORS 659A.885 **alleging a violation of ORS 659A.030, 659A.082 or 659A.112 or section 4 of this 2019 Act** must be commenced not later than five years after the occurrence of the alleged violation.

(2) A person who has filed a complaint under ORS 659A.820 must commence a civil action under ORS 659A.885 within 90 days after a 90-day notice is mailed to the complainant under ORS 659A.880. This subsection does not apply to a complainant alleging an unlawful practice under ORS 659A.145 or 659A.421 or discrimination under federal housing law.

(3) A civil action alleging a violation of ORS 659A.145 or 659A.421 must be commenced not later than two years after the occurrence or the termination of the unlawful practice, or within two years after the breach of any settlement agreement entered into under ORS 659A.840, whichever occurs last. The two-year period shall not include any time during which an administrative proceeding was pending with respect to the unlawful practice.

(4) A civil action under ORS 659A.885 alleging an unlawful practice in violation of ORS 659A.403 or 659A.406 must be commenced within one year of the occurrence of the unlawful practice.

(5) The notice of claim required under ORS 30.275 must be given in any civil action under ORS 659A.885 against a public body, as defined in ORS 30.260, or any officer, employee or agent of a public body as defined in ORS 30.260.

(6) Notwithstanding ORS 30.275 (9)[,]:

(a) A civil action under ORS 659A.885 against a public body, as defined in ORS 30.260, or any officer, employee or agent of a public body as defined in ORS 30.260, based on an unlawful employment practice **other than a violation of ORS 659A.030, 659A.082 or 659A.112 or section 4 of this 2019 Act** must be commenced within one year after the occurrence of the unlawful employment practice unless a complaint has been timely filed under ORS 659A.820.

(b) A civil action under ORS 659A.885 **against a public body, as defined in ORS 30.260, or any officer, employee or agent of a public body as defined in ORS 30.260, alleging a violation of ORS 659A.030, 659A.082 or 659A.112 or section 4 of this 2019 Act** must be commenced not later than five years after the occurrence of the alleged violation unless a complaint has been timely filed under ORS 659A.820.

(7) For the purpose of time limitations, a compensation practice that is unlawful under ORS 652.220 occurs each time compensation is paid under a discriminatory compensation decision or other practice.

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(8) Notwithstanding ORS 30.275 (2)(b), notice of claim against a public body under ORS 652.220 or 659A.355 must be given within 300 days of discovery of the alleged loss or injury.

SECTION 6a. If Senate Bill 726 becomes law, section 6 of this 2019 Act (amending ORS 659A.875) is repealed and ORS 659A.875, as amended by section 6, chapter __, Oregon Laws 2019 (Enrolled Senate Bill 726), is amended to read:

659A.875. (1) Except as provided in subsection (2) of this section:

(a) A civil action under ORS 659A.885 alleging an unlawful employment practice other than a violation of ORS 659A.030, 659A.082 or 659A.112 or section 2 [of this 2019 Act], chapter __, Oregon Laws 2019 (Enrolled Senate Bill 726), or section 4 of this 2019 Act must be commenced within one year after the occurrence of the unlawful employment practice unless a complaint has been timely filed under ORS 659A.820.

(b) A civil action under ORS 659A.885 alleging a violation of ORS 659A.030, 659A.082 or 659A.112 or section 2 [of this 2019 Act], chapter __, Oregon Laws 2019 (Enrolled Senate Bill 726), or section 4 of this 2019 Act must be commenced not later than five years after the occurrence of the alleged violation.

(2) A person who has filed a complaint under ORS 659A.820 must commence a civil action under ORS 659A.885 within 90 days after a 90-day notice is mailed to the complainant under ORS 659A.880. This subsection does not apply to a complainant alleging an unlawful practice under ORS 659A.145 or 659A.421 or discrimination under federal housing law.

(3) A civil action alleging a violation of ORS 659A.145 or 659A.421 must be commenced not later than two years after the occurrence or the termination of the unlawful practice, or within two years after the breach of any settlement agreement entered into under ORS 659A.840, whichever occurs last. The two-year period shall not include any time during which an administrative proceeding was pending with respect to the unlawful practice.

(4) A civil action under ORS 659A.885 alleging an unlawful practice in violation of ORS 659A.403 or 659A.406 must be commenced within one year of the occurrence of the unlawful practice.

(5) The notice of claim required under ORS 30.275 must be given in any civil action under ORS 659A.885 against a public body, as defined in ORS 30.260, or any officer, employee or agent of a public body as defined in ORS 30.260.

(6) Notwithstanding ORS 30.275 (9):

(a) A civil action under ORS 659A.885 against a public body, as defined in ORS 30.260, or any officer, employee or agent of a public body as defined in ORS 30.260, based on an unlawful employment practice other than a violation of ORS 659A.030, 659A.082 or 659A.112 or section 2 [of this 2019 Act], chapter __, Oregon Laws 2019 (Enrolled Senate Bill 726), or section 4 of this 2019 Act must be commenced within one year after the occurrence of the unlawful employment practice unless a complaint has been timely filed under ORS 659A.820.

(b) A civil action under ORS 659A.885 alleging a violation of ORS 659A.030, 659A.082 or 659A.112 or section 2 [of this 2019 Act], chapter __, Oregon Laws 2019 (Enrolled Senate Bill 726), must be commenced not later than five years after the occurrence of the alleged violation unless a complaint has been timely filed under ORS 659A.820.

(c) A civil action under ORS 659A.885 against a public body, as defined in ORS 30.260, or any officer, employee or agent of a public body as defined in ORS 30.260, alleging a violation of ORS 659A.030, 659A.082 or 659A.112 or section 4 of this 2019 Act must be commenced not later than five years after the occurrence of the alleged violation unless a complaint has been timely filed under ORS 659A.820.

(7) For the purpose of time limitations, a compensation practice that is unlawful under ORS 652.220 occurs each time compensation is paid under a discriminatory compensation decision or other practice.

(8) Notwithstanding ORS 30.275 (2)(b), notice of claim against a public body under ORS 652.220 or 659A.355 must be given within 300 days of discovery of the alleged loss or injury.

SECTION 6b. If Senate Bill 726 becomes law, section 10 of this 2019 Act is amended to read:

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Sec. 10. The amendments to ORS 659A.820 and 659A.875 by sections 5 and [6] 6a of this 2019 Act apply to:

(1) Conduct prohibited by ORS 659A.030, 659A.082 or 659A.112 occurring on or after the effective date of this 2019 Act.

(2) Conduct prohibited by section 4 of this 2019 Act occurring on or after October 1, 2020.

SECTION 7. ORS 659A.885, as amended by section 9, chapter 197, Oregon Laws 2017, and section 13, chapter 691, Oregon Laws 2017, is amended to read:

659A.885. (1) Any person claiming to be aggrieved by an unlawful practice specified in subsection (2) of this section may file a civil action in circuit court. In any action under this subsection, the court may order injunctive relief and any other equitable relief that may be appropriate, including but not limited to reinstatement or the hiring of employees with or without back pay. A court may order back pay in an action under this subsection only for the two-year period immediately preceding the filing of a complaint under ORS 659A.820 with the Commissioner of the Bureau of Labor and Industries, or if a complaint was not filed before the action was commenced, the two-year period immediately preceding the filing of the action. In any action under this subsection, the court may allow the prevailing party costs and reasonable attorney fees at trial and on appeal. Except as provided in subsection (3) of this section:

(a) The judge shall determine the facts in an action under this subsection; and

(b) Upon any appeal of a judgment in an action under this subsection, the appellate court shall review the judgment pursuant to the standard established by ORS 19.415 (3).

(2) An action may be brought under subsection (1) of this section alleging a violation of:

(a) ORS 10.090, 10.092, 25.337, 25.424, 171.120, 408.230, 408.237 (2), 475B.281, 476.574, 652.020, 652.220, 652.355, 653.060, 653.263, 653.265, 653.547, 653.549, 653.601 to 653.661, 659.852, 659A.030, 659A.040, 659A.043, 659A.046, 659A.063, 659A.069, 659A.082, 659A.088, 659A.103 to 659A.145, 659A.150 to 659A.186, 659A.194, 659A.199, 659A.203, 659A.218, 659A.228, 659A.230, 659A.233, 659A.236, 659A.250 to 659A.262, 659A.277, 659A.290, 659A.300, 659A.306, 659A.309, 659A.315, 659A.318, 659A.320, 659A.355 or 659A.421 or section 4 of this 2019 Act; or

(b) ORS 653.470, except an action may not be brought for a claim relating to ORS 653.450.

(3) In any action under subsection (1) of this section alleging a violation of ORS 25.337, 25.424, 652.220, 652.355, 653.547, 653.549, 659.852, 659A.030, 659A.040, 659A.043, 659A.046, 659A.069, 659A.082, 659A.103 to 659A.145, 659A.199, 659A.203, 659A.228, 659A.230, 659A.250 to 659A.262, 659A.290, 659A.318, 659A.355 or 659A.421 or section 4 of this 2019 Act:

(a) The court may award, in addition to the relief authorized under subsection (1) of this section, compensatory damages or \$200, whichever is greater, and punitive damages;

(b) At the request of any party, the action shall be tried to a jury;

(c) Upon appeal of any judgment finding a violation, the appellate court shall review the judgment pursuant to the standard established by ORS 19.415 (1); and

(d) Any attorney fee agreement shall be subject to approval by the court.

(4) Notwithstanding ORS 31.730, in an action under subsection (1) of this section alleging a violation of ORS 652.220, the court may award punitive damages if:

(a) It is proved by clear and convincing evidence that an employer has engaged in fraud, acted with malice or acted with willful and wanton misconduct; or

(b) An employer was previously adjudicated in a proceeding under this section or under ORS 659A.850 for a violation of ORS 652.220.

(5) In any action under subsection (1) of this section alleging a violation of ORS 653.060, the court may award, in addition to the relief authorized under subsection (1) of this section, compensatory damages or \$200, whichever is greater.

(6) In any action under subsection (1) of this section alleging a violation of ORS 171.120, 476.574 or 659A.218, the court may award, in addition to the relief authorized under subsection (1) of this section, compensatory damages or \$250, whichever is greater.

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(7) In any action under subsection (1) of this section alleging a violation of ORS 10.090 or 10.092, the court may award, in addition to the relief authorized under subsection (1) of this section, a civil penalty in the amount of \$720.

(8) Any individual against whom any distinction, discrimination or restriction on account of race, color, religion, sex, sexual orientation, national origin, marital status or age, if the individual is 18 years of age or older, has been made by any place of public accommodation, as defined in ORS 659A.400, by any employee or person acting on behalf of the place or by any person aiding or abetting the place or person in violation of ORS 659A.406 may bring an action against the operator or manager of the place, the employee or person acting on behalf of the place or the aider or abettor of the place or person. Notwithstanding subsection (1) of this section, in an action under this subsection:

(a) The court may award, in addition to the relief authorized under subsection (1) of this section, compensatory and punitive damages;

(b) The operator or manager of the place of public accommodation, the employee or person acting on behalf of the place, and any aider or abettor shall be jointly and severally liable for all damages awarded in the action;

(c) At the request of any party, the action shall be tried to a jury;

(d) The court shall award reasonable attorney fees to a prevailing plaintiff;

(e) The court may award reasonable attorney fees and expert witness fees incurred by a defendant who prevails only if the court determines that the plaintiff had no objectively reasonable basis for asserting a claim or no reasonable basis for appealing an adverse decision of a trial court; and

(f) Upon any appeal of a judgment under this subsection, the appellate court shall review the judgment pursuant to the standard established by ORS 19.415 (1).

(9) When the commissioner or the Attorney General has reasonable cause to believe that a person or group of persons is engaged in a pattern or practice of resistance to the rights protected by ORS 659A.145 or 659A.421 or federal housing law, or that a group of persons has been denied any of the rights protected by ORS 659A.145 or 659A.421 or federal housing law, the commissioner or the Attorney General may file a civil action on behalf of the aggrieved persons in the same manner as a person or group of persons may file a civil action under this section. In a civil action filed under this subsection, the court may assess against the respondent, in addition to the relief authorized under subsections (1) and (3) of this section, a civil penalty:

(a) In an amount not exceeding \$50,000 for a first violation; and

(b) In an amount not exceeding \$100,000 for any subsequent violation.

(10) In any action under subsection (1) of this section alleging a violation of ORS 659A.145 or 659A.421 or alleging discrimination under federal housing law, when the commissioner is pursuing the action on behalf of an aggrieved complainant, the court shall award reasonable attorney fees to the commissioner if the commissioner prevails in the action. The court may award reasonable attorney fees and expert witness fees incurred by a defendant that prevails in the action if the court determines that the commissioner had no objectively reasonable basis for asserting the claim or for appealing an adverse decision of the trial court.

(11) In an action under subsection (1) or (9) of this section alleging a violation of ORS 659A.145 or 659A.421 or discrimination under federal housing law:

(a) "Aggrieved person" includes a person who believes that the person:

(A) Has been injured by an unlawful practice or discriminatory housing practice; or

(B) Will be injured by an unlawful practice or discriminatory housing practice that is about to occur.

(b) An aggrieved person in regard to issues to be determined in an action may intervene as of right in the action. The Attorney General may intervene in the action if the Attorney General certifies that the case is of general public importance. The court may allow an intervenor prevailing party costs and reasonable attorney fees at trial and on appeal.

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SECTION 8. ORS 659A.885, as amended by sections 9 and 10, chapter 197, Oregon Laws 2017, and section 13, chapter 691, Oregon Laws 2017, is amended to read:

659A.885. (1) Any person claiming to be aggrieved by an unlawful practice specified in subsection (2) of this section may file a civil action in circuit court. In any action under this subsection, the court may order injunctive relief and any other equitable relief that may be appropriate, including but not limited to reinstatement or the hiring of employees with or without back pay. A court may order back pay in an action under this subsection only for the two-year period immediately preceding the filing of a complaint under ORS 659A.820 with the Commissioner of the Bureau of Labor and Industries, or if a complaint was not filed before the action was commenced, the two-year period immediately preceding the filing of the action. In any action under this subsection, the court may allow the prevailing party costs and reasonable attorney fees at trial and on appeal. Except as provided in subsection (3) of this section:

(a) The judge shall determine the facts in an action under this subsection; and

(b) Upon any appeal of a judgment in an action under this subsection, the appellate court shall review the judgment pursuant to the standard established by ORS 19.415 (3).

(2) An action may be brought under subsection (1) of this section alleging a violation of:

(a) ORS 10.090, 10.092, 25.337, 25.424, 171.120, 408.230, 408.237 (2), 475B.281, 476.574, 652.020, 652.220, 652.355, 653.060, 653.263, 653.265, 653.547, 653.549, 653.601 to 653.661, 659.852, 659A.030, 659A.040, 659A.043, 659A.046, 659A.063, 659A.069, 659A.082, 659A.088, 659A.103 to 659A.145, 659A.150 to 659A.186, 659A.194, 659A.199, 659A.203, 659A.218, 659A.228, 659A.230, 659A.233, 659A.236, 659A.250 to 659A.262, 659A.277, 659A.290, 659A.300, 659A.306, 659A.309, 659A.315, 659A.318, 659A.320, 659A.355, 659A.357 or 659A.421 or section 4 of this 2019 Act; or

(b) ORS 653.470, except an action may not be brought for a claim relating to ORS 653.450.

(3) In any action under subsection (1) of this section alleging a violation of ORS 25.337, 25.424, 652.220, 652.355, 653.547, 653.549, 659.852, 659A.030, 659A.040, 659A.043, 659A.046, 659A.069, 659A.082, 659A.103 to 659A.145, 659A.199, 659A.203, 659A.228, 659A.230, 659A.250 to 659A.262, 659A.290, 659A.318, 659A.355, 659A.357 or 659A.421 or section 4 of this 2019 Act:

(a) The court may award, in addition to the relief authorized under subsection (1) of this section, compensatory damages or \$200, whichever is greater, and punitive damages;

(b) At the request of any party, the action shall be tried to a jury;

(c) Upon appeal of any judgment finding a violation, the appellate court shall review the judgment pursuant to the standard established by ORS 19.415 (1); and

(d) Any attorney fee agreement shall be subject to approval by the court.

(4) Notwithstanding ORS 31.730, in an action under subsection (1) of this section alleging a violation of ORS 652.220, the court may award punitive damages if:

(a) It is proved by clear and convincing evidence that an employer has engaged in fraud, acted with malice or acted with willful and wanton misconduct; or

(b) An employer was previously adjudicated in a proceeding under this section or under ORS 659A.850 for a violation of ORS 652.220.

(5) In any action under subsection (1) of this section alleging a violation of ORS 653.060, the court may award, in addition to the relief authorized under subsection (1) of this section, compensatory damages or \$200, whichever is greater.

(6) In any action under subsection (1) of this section alleging a violation of ORS 171.120, 476.574 or 659A.218, the court may award, in addition to the relief authorized under subsection (1) of this section, compensatory damages or \$250, whichever is greater.

(7) In any action under subsection (1) of this section alleging a violation of ORS 10.090 or 10.092, the court may award, in addition to the relief authorized under subsection (1) of this section, a civil penalty in the amount of \$720.

(8) Any individual against whom any distinction, discrimination or restriction on account of race, color, religion, sex, sexual orientation, national origin, marital status or age, if the individual is 18 years of age or older, has been made by any place of public accommodation, as defined in ORS 659A.400, by any employee or person acting on behalf of the place or by any person aiding or

abetting the place or person in violation of ORS 659A.406 may bring an action against the operator or manager of the place, the employee or person acting on behalf of the place or the aider or abettor of the place or person. Notwithstanding subsection (1) of this section, in an action under this subsection:

(a) The court may award, in addition to the relief authorized under subsection (1) of this section, compensatory and punitive damages;

(b) The operator or manager of the place of public accommodation, the employee or person acting on behalf of the place, and any aider or abettor shall be jointly and severally liable for all damages awarded in the action;

(c) At the request of any party, the action shall be tried to a jury;

(d) The court shall award reasonable attorney fees to a prevailing plaintiff;

(e) The court may award reasonable attorney fees and expert witness fees incurred by a defendant who prevails only if the court determines that the plaintiff had no objectively reasonable basis for asserting a claim or no reasonable basis for appealing an adverse decision of a trial court; and

(f) Upon any appeal of a judgment under this subsection, the appellate court shall review the judgment pursuant to the standard established by ORS 19.415 (1).

(9) When the commissioner or the Attorney General has reasonable cause to believe that a person or group of persons is engaged in a pattern or practice of resistance to the rights protected by ORS 659A.145 or 659A.421 or federal housing law, or that a group of persons has been denied any of the rights protected by ORS 659A.145 or 659A.421 or federal housing law, the commissioner or the Attorney General may file a civil action on behalf of the aggrieved persons in the same manner as a person or group of persons may file a civil action under this section. In a civil action filed under this subsection, the court may assess against the respondent, in addition to the relief authorized under subsections (1) and (3) of this section, a civil penalty:

(a) In an amount not exceeding \$50,000 for a first violation; and

(b) In an amount not exceeding \$100,000 for any subsequent violation.

(10) In any action under subsection (1) of this section alleging a violation of ORS 659A.145 or 659A.421 or alleging discrimination under federal housing law, when the commissioner is pursuing the action on behalf of an aggrieved complainant, the court shall award reasonable attorney fees to the commissioner if the commissioner prevails in the action. The court may award reasonable attorney fees and expert witness fees incurred by a defendant that prevails in the action if the court determines that the commissioner had no objectively reasonable basis for asserting the claim or for appealing an adverse decision of the trial court.

(11) In an action under subsection (1) or (9) of this section alleging a violation of ORS 659A.145 or 659A.421 or discrimination under federal housing law:

(a) "Aggrieved person" includes a person who believes that the person:

(A) Has been injured by an unlawful practice or discriminatory housing practice; or

(B) Will be injured by an unlawful practice or discriminatory housing practice that is about to occur.

(b) An aggrieved person in regard to issues to be determined in an action may intervene as of right in the action. The Attorney General may intervene in the action if the Attorney General certifies that the case is of general public importance. The court may allow an intervenor prevailing party costs and reasonable attorney fees at trial and on appeal.

SECTION 9. The Commissioner of the Bureau of Labor and Industries shall adopt any rules necessary to administer and enforce the provisions of sections 1 to 4 of this 2019 Act no later than 90 days after the effective date of this 2019 Act.

SECTION 10. The amendments to ORS 659A.820 and 659A.875 by sections 5 and 6 of this 2019 Act apply to:

(1) Conduct prohibited by ORS 659A.030, 659A.082 or 659A.112 occurring on or after the effective date of this 2019 Act.

(2) Conduct prohibited by section 4 of this 2019 Act occurring on or after October 1, 2020.

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SECTION 11. (1)(a) Sections 1 to 3 of this 2019 Act become operative on January 1, 2020.
(b) Section 4 of this 2019 Act and the amendments to 659A.885 by sections 7 and 8 of this 2019 Act become operative on October 1, 2020.

(2) The Commissioner of the Bureau of Labor and Industries may adopt rules and take any other action before the operative date specified in subsection (1) of this section that is necessary to enable the Bureau of Labor and Industries to exercise, on and after the operative date specified in subsection (1) of this section, all of the duties, functions and powers conferred on the bureau by sections 2 to 4 of this 2019 Act and the amendments to ORS 659A.820, 659A.875 and 659A.885 by sections 5 to 8 of this 2019 Act.

SECTION 12. This 2019 Act takes effect on the 91st day after the date on which the 2019 regular session of the Eightieth Legislative Assembly adjourns sine die.

Passed by Senate April 24, 2019

Received by Governor:

Repassed by Senate June 12, 2019

.....M.,....., 2019

Approved:

.....
Lori L. Brocker, Secretary of Senate

.....M.,....., 2019

.....
Peter Courtney, President of Senate

.....
Kate Brown, Governor

Passed by House June 4, 2019

Filed in Office of Secretary of State:

.....M.,....., 2019

.....
Tina Kotek, Speaker of House

.....
Bev Clarno, Secretary of State

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ACTION ITEM – H

DATE: December 17, 2019
RE: 2020 Holiday Schedule
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- There are no changes to holiday observances from previous years. Attached is next year holidays and dates they occur.
- Port office is closed on these dates.
- Port field crew is normally reduced to minimal staff or off.

DOCUMENTS

- 2020 Holiday Schedule, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve 2020 holiday schedule.

Port of Brookings Harbor
2020 Observed Holiday
Office Closures

Holidays Observed

New Year's Day, Wednesday, January 1
Martin Luther King Jr Day, Monday, January 20
Presidents' Day, Monday, February 17
Memorial Day, Monday, May 25
Independence Day, Friday, July 3
Labor Day, Monday, September 7
Veterans Day, Wednesday, November 11
Thanksgiving Day, Thursday, November 26
Day After Thanksgiving, Friday, November 27
Christmas Day, Friday, December 25

ACTION ITEM – I

DATE: December 17, 2019
RE: SDIS Longevity Credit and Rate Lock Agreement
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- This agreement is for two years, January 1, 2020 to December 31, 2021.
- Longevity credit will be \$14,589.
- Maximum rate increase is 5% for the year 2021 based on 2020 rates.
- Breach of contract will require the Port to return Longevity Credit plus interest and subject to retroactive rate increases above the five percent.

DOCUMENTS

- SDIS Longevity Credit and Rate Lock Agreement, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve SDIS Longevity Credit and Rate Lock Agreement from January 1, 2020 to December 31, 2021 and authorize Port Manager to sign the agreement.



Longevity Credit and Rate Lock Agreement

Port Of Brookings Harbor

By signing this Agreement the Member agrees to remain a participant in the Special Districts Insurance Services (SDIS) Property and Liability Program from January 1, 2020 to December 31, 2021.

In return for this commitment the SDIS Trust agrees to the following:

1. Provide the Member with a Longevity Credit equal to: **\$14,589**
 - a. Amount to be mailed to the Member in January 2019: \$7,294.50
 - b. Amount to be mailed to the Member in January 2020: \$7,294.50

2. A maximum annual rate increase of five percent (5%) for policy year January 1, 2021 – December 31, 2021 based on the Member’s rates for the January 1, 2020 – December 31, 2020

The Member understands that breach of this agreement will require the Member to return the Longevity Credit plus interest to SDIS and will subject the Member to retroactive rate increases above the five percent (5%) maximum Rate Lock Guarantee.

** Total contributions assessed may increase more or less than the maximum guaranteed rate for changes in exposures such as the addition of vehicles, purchase of buildings, increase in operating budget or the addition of personnel. The rate guarantee does not apply to Excess Liability, Boiler and Machinery and Crime contributions because these are pass through costs to re-insurance carriers.*

It is so agreed this 3rd day of December, 2019

Special Districts Insurance Services

Port Of Brookings Harbor

Authorized Representative (Member)

Gary Dehlinger, Port Manager

Print Name and Title

INFORMATION ITEM – A

DATE: December 17, 2019
RE: Project Work Orders 2019-20
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Attached is a revised spreadsheet showing the current repairs, maintenance and smaller projects for fiscal year budget.

DOCUMENTS

- Project Work Order List, 1 page

**Port of Brookings Harbor
Projects in 2019**

Project #	Description	Notes	Port Cost Estimate	Expenses Paid to Nov. 2019
1	Basin 2 Main Dock Repair at Q Dock	Done 2019 - Depleted stockpile of materials estimate	2,500	1,200
2	Install TP Dispensers in Restrooms	Done 2019	2,000	1,680
3	Basin 2 Brush Removal from Slopes	Cathouse, boatyard and barge areas remain	5,000	3,818
4	Install P-11 / 13 Finger	Done 2019 - Depleted stockpile of materials estimate	5,000	2,500
5	Paint Pacific Ocean Harvesters Fascia Boards	Done 2019	1,500	1,200
6	Paint Retail Buildings	Done 2019	10,000	7,000
7	Retail Landscape Islands Brush Removal	Done 2019	5,000	5,291
8	Install New Catch Basins at Retail Parking Lot	Done 2019	15,000	8,927
9	Relocate Parking Lot Light Poles & Parking	Done 2019	25,000	3,151
10	Roof Repairs (POH, Boat Launch & Kite Field)	Done 2019	30,000	29,509
11	Sealcoat & Striping Retail Parking Lot	Done 2019	50,000	49,850
12	ADA Ramp and Landscaping at Port Office	Approved 7/16 - Postponed until after winter	15,000	
13	Expand Secured Storage Fencing	Approved 7/16	15,000	7,168
14	Install Security Fencing at Gear Storage	Approved 1/15 - Postponed until next budget	40,000	
15	Demolition of Green Building	Approved 4/19	90,000	84,350
16	New Fuel Dock Station	Approved 11/19	600,000	6,956
17	Welcoming Signs for Retail	Approved 8/19	5,000	1,875
18	Overlay Paving Parking Lot	Approved 8/19	24,000	23,948
19	Culvert Cleaning	Partnering with Curry County	7,500	1,098
20	New Waste Oil Dump	Done 2019	5,000	3,139
21	New Restroom & Pull-Thru Sites at RV Park	Approved 8/19 - On hold	365,000	
22	Suite 102 & 103 Prep for Tenant	Approved 8/19	5,000	4,900
23	N Dock Rebuilding	Ongoing - Depleted stockpile of materials estimate	50,000	6,500
24	O Dock Rebuilding	Ongoing - Depleted stockpile of materials estimate	50,000	2,500
25	P Dock Rebuilding	Ongoing - Depleted stockpile of materials estimate	50,000	3,700
26	Transient Dock Rebuilding	Ongoing - Depleted stockpile of materials estimate	50,000	3,000
27	Basin 2 C Dock Rebuilding		35,000	
28	Basin 2 D Dock Rebuilding		35,000	
29	Basin 2 E Dock Rebuilding		35,000	
30	Basin 2 F Dock Rebuilding		35,000	
31	Basin 2 G Dock Rebuilding		35,000	
32	Basin 2 Main Commercial Dock Rebuilding		50,000	
33	Basin 2 Main Sport Dock Rebuilding		50,000	
34	Basin 1 Brush Removal (Under Boardwalk)		3,500	
35	Install Catch Basin at Steel Wall		10,000	
36	Install Catch Basin at Gear Storage		7,500	
37	Install Catch Basins at Basin 2 Comm Lot		5,000	
38	Install Additional Parking Lot Light Poles		100,000	
39	Contract Electrical - Gowman	Approved 2/19	15,000	9,683
40	Contract Earthwork, Landscape, Grading - 5-R	Approved 2/19	20,000	15,352

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INFORMATION ITEM – B

DATE: December 17, 2019
RE: Current Port Lease List
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Attached is a spreadsheet showing the tenants and the termination end date.

DOCUMENTS

- Port Lease List, 1 page

Lease#	Commercial Retail	Term End
CL0001	Bandon Pacific Steel Wall	10/31/2021
CL0006	Bandon Pacific/Pacific Seafood Processing/Brookings Harbor Cold Storage	3/1/2032
CL0007	Bandon Pacific/Pacific Seafood Processing/Brookings Harbor Ice House	3/1/2032
CL0003	Bandon Pacific/Pacific Seafood Processing Old Dock & Hoist	6/30/2022
CL0008	Bornstein Seafood	12/31/2023
CL0002	BC Fisheries LLC	6/30/2045
CL0004	Boardwalk Mail Service	5/31/2020
CL0005	Boat Shop & More, LLC	4/30/2021
CL0005	Boat Shop & More, LLC	4/30/2021
CL0009	Busch Marilyn & Robert	month to month
CL0034	Bounder's Crab Shack	5/31/2021
CL0010	CBN Enterprises	11/30/2020
CL0011	Chetco Seafood	month to month
	Curry County Sheriff Office	n/a
CL0012	Hallmark Fisheries	3/31/2021
CL0013	Hungry Clam	5/31/2020
CL0014	J Sloane Hair Studio LLC	6/30/2020
CL0015	Kathy's Corner Market	5/31/2022
CL0017	Mountain View Customer Cycles	2/28/2022
CL0018	Oceanside Suites	6/30/2020
CL0019	Pacific Fishing LLC	4/30/2020
CL0020	Pacific Ocean Harvesters	2/29/2029
CL0021	Pacifica Boat Basin, LLC - Restaurant Area	5/31/2041
CL0022	Pacifica Boat Basin, LLC - Beachfront Inn	5/31/2041
CL0038	Pithitude	9/30/2021
CL0023	Portside RV Park	month to month
CL0036	Rogue Credit Union	7/31/2021
CL0025	Seal Cove Realty	month to month
CL0026	Slug'n Stones'n Ice Cream	10/31/2020
CL0037	South Coast Tours LLC	5/31/2022
CL0027	Speir, Joe & Davis, Roy	10/31/2020
CL0034	Speir, Joe F/V:MISS EMILIE	10/31/2022
CL0028	Sporhaven Marina 2	5/1/2031
CL0029	The Bell & Whistle Coffee House, Inc.	11/30/2021
CL0030	Tidewind Sport Fishing	5/31/2020
CL0031	US Coast Guard Lease	n/a
CL0032	Whales Tail Candy & Gifts	4/30/2026
CL0033	Zola's Pizzeria	month to month
	Port Office	n/a

INFORMATION ITEM – C

DATE: December 17, 2019
RE: Update on New Marine Fuel Dock Station
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Currently waiting on alternative preliminary construction drawings from EMC Engineers / Scientists.
- From initial conversations with regulatory agencies there could be issues that may prevent the original idea for a fixed high dock service station.
- There are concerns with functionality of the high dock. Such as lowering the fuel nozzle down to vessels across the floating dock. We need more time to review alternative drawings and research other possibilities.
- If regulatory agencies or functionality prevent servicing the vessels, the Port may need to rebuild the existing system.

DOCUMENTS

- None

INFORMATION ITEM – D

DATE: December 17, 2019
RE: Kathy's Corner Market
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port Office received a call from Vickie's daughter that she had a stroke and is in a hospital in Eugene, Oregon. She will not be able to return to work in her current condition and the family is trying to work out a solution.
- The store has not reopened since the medical emergency and the Port has not heard from the family since December 3.

DOCUMENTS

- None

INFORMATION ITEM – E

DATE: December 17, 2019
RE: Port Manager Evaluation 2019
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- I am requesting open public evaluation. Whether good, bad or indifferent comments, I believe transparency is better than in an Executive Session.

DOCUMENTS

- General Manager Performance Evaluation, 4 pages

General Manager Performance Evaluation

Date of initial evaluation: _____

Rating Scale Definitions (1-5)

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

1. PERFORMANCE EVALUATION AND ACHIEVEMENTS

A. Board of Commissioners Relationships

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

7. Comments:

B. Public Relations

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

C. Effective Leadership of Staff

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

D. Fiscal Management

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

E. Communication

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

F. Personal Traits

- | | | | | | | | |
|----|---------------------------------|---|---|---|---|---|-----|
| 1. | Initiative | 1 | 2 | 3 | 4 | 5 | N/O |
| 2. | Judgment | 1 | 2 | 3 | 4 | 5 | N/O |
| 3. | Fairness and impartiality | 1 | 2 | 3 | 4 | 5 | N/O |
| 4. | Creativity | 1 | 2 | 3 | 4 | 5 | N/O |
| 5. | Time Management..... | 1 | 2 | 3 | 4 | 5 | N/O |
| 6. | Comments: | | | | | | |

G. Intergovernmental Affairs

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

5. Comments:

2. **ACHIEVEMENTS RELATIVE TO OBJECTIVES FOR THIS EVALUATION PERIOD:**

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

- | | | | | | | | |
|----|-------|---|---|---|---|---|-----|
| 1. | | 1 | 2 | 3 | 4 | 5 | N/O |
|----|-------|---|---|---|---|---|-----|

2. Comments:

III. SUMMARY RATING

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

1 2 3 4 5 N/O

2. Comments:

IV. FUTURE GOALS AND OBJECTIVES

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

This Performance Evaluation Survey was completed by:

(Name of Commissioner)