

PORT OF BROOKINGS HARBOR
Regular Commission Meeting
Wednesday, May 18, 2022 at 2:00pm
Teleconference / Meeting Room
16350 Lower Harbor Road Suite 202, Harbor OR, 97415

Teleconference Call-In Number: 1 (253) 215-8782

Meeting ID: 771 205 4017

Passcode: 76242022

(to mute/unmute: * 6)

TENTATIVE AGENDA

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A request for an interpreter for the hearing impaired, for those who want to participate but do not have access to a telephone, or for other accommodations for persons with disabilities should be made at least 48 hours in advance of the meeting to Port of Brookings Harbor Office at 541-469-2218.

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

Monday, April 4, 2022

This is not an exact transcript. The audio of the session is available on the Port's website.

The Port of Brookings Harbor District met in special session on the above date at 10:00am. Open session at the Port Conference Room, 16350 Lower Harbor Road Suite 202, Harbor OR, 97415, teleconference and webinar.

1. CALL MEETING TO ORDER

Commission President Richard Heap called the Special Meeting of the Port of Brookings Harbor of Commissioners to order at 10:00am.

- **Commissioners Present:**

- Joseph Speir, Vice-President (Pos. #1); Sharon Hartung Secretary/Treasurer (Pos. #2); Larry Jonas (Pos. #3); Richard Heap, President (Pos. #4); and Kenneth Range (Pos. #5).

- **Management and Staff:**

- Gary Dehlinger, Port Manager; Travis Webster, Harbormaster; Danielle King, Safety/Administrative; Jack Akin, Port Engineer; and James Walker, Port Counsel.

- There were no changes to the agenda.

- a. Commissioner Range did request that for the minutes in the Action Item be recorded in their entirety.

- There were no declarations of potential conflicts of interest.

2. APPROVAL OF AGENDA – Audio time 1:40

A motion was made by Speir and seconded by Jonas to approve the agenda as written. The motion passed 5 – 0.

3. PUBLIC COMMENTS – Audio time 2:04

There were two public comments. Yelena Nowak, Executive Director for the Oregon Trawl Commission who asked for the Boards consideration regarding the byproduct treatment plant and expressed the need and want for the treatment plant to help and continue to support our local fisherman and economic development. Gary Klein expressed his support for the commercial fisherman and byproduct treatment plant for our local fishermen and questioned the Board regarding Resolution 2021-03.

4. ACTION ITEMS

A. Byproduct Treatment Plant – Audio time 9:30

Commissioner Range: Do you want discussion first or a motion than discussion.

Commissioner Heap: If you prefer to make a motion to do it that's fine.

A motion was made by Range to approve first key elements of a business plan for a wastewater treatment plant for fish products in the Port of Brookings Harbor agreement we need 1. An agreement with Pac Seafood to lease a wastewater treatment plant built to their needs and present it to DEQ for a permanent NPDES permit, they have filed for one. Pacific Seafoods has requested that permit and then pulled it to see what was happening here and I haven't heard whether they have reactivated that request or if we would have to file under the Port or (inaudible). The Port or Pacific Seafood needs an agreement with Harbor Water to supply water, there is absolutely no reason to build the fish processing plant if you do not have water. They use, from what I understand, is 350,000 gallons a day during peak processing, Brett

is here and can answer any other questions regarding the water. Once there is a water agreement in place, Pacific Seafood, in my mind, needs to have cash on the table for us to build the plant and then, they decide that if it's not feasible or they got a better opportunity to go somewhere else or they want to go out of business. I don't agree with building a plant without a commitment by them. My idea of a commitment would be Pacific Seafood pays the 20% matched for the grant, provides all the costs for labor, insurance, electrical and any other costs related to the operation of the wastewater treatment plant. Pacific Seafood would negotiate a long-term lease with the Port attorney and staff to compensate over the period of the lease their investment of the 20% matched. A condition of the NPDES permit, which is, I'll give you the definition of that permit, if I can find it, is a National Pollutant Discharge Elimination System permit. So, one of the conditions of that permit is number 1, talking to DEQ it takes anywhere from 6 months on to get the permanent permit and one of the conditions of that is you have to submit your design information all the processing equipment and it be certified by DEQ, so in our case we would want both the Port and DEQ signing off.

Commissioner Heap: Why don't you go ahead with your motion and then you can explain it after you're done.

Commissioner Range: Okay.

Commissioner Speir: Do you want the motion now or wait until we discuss it.

Commissioner Heap: We are in a motion now.

Commissioner Range: That is the end of the motion. One more thing, I'm sorry, another condition of the NPDES permit will be there is no discharge of the wastewater treatment plant into the Chetco River, it dumps into the Pacific Ocean, that's it.

Commissioner Heap: Okay did anyone capture all that.

Someone from the audience started to speak.

Commissioner Heap: Excuse me ma'am, hold it down please, we will talk about it later.

Commissioner Heap: Alright, are we clear, what we are proposing here, what I believe is that Commissioner Range wants to make a motion that contains those elements is anyone clear enough to second that.

Commissioner Speir: Nope not me, I understand part of it, but I want to hear the whole thing over.

Commissioner Jonas: So, do I.

Commissioner Heap: Let me make a proposal, I see an issue here per notice. If we are going to make a significant action on this, we should probably properly notice it, so we know what exactly is included. My suggestion would be if we want to hear the motion, and no one wants to second this, the motion dies, if someone wants to second it, we can then sit down and capture that and put it on the next agenda for our next regular meeting so we have a chance to all see the support material and think about it and then take action than instead of trying to do it now. So, at this point if we have the conceptional motion I guess we would call from Ken who could fill out the details, if necessary, if we are going to move forward, for now we are looking for a second.

Commissioner Range: Do you want me to clarify the motion a little bit?

Commissioner Heap: Go ahead.

Commissioner Range: there is basically five elements, one an agreement with Pac Seafood to lease a wastewater treatment plant built to their needs and present it to DEQ for permeant NPDES permit. At the same time the Port

or Pacific Seafood needs a written agreement with Harbor Water to supply water to the waste treatment plant. Three is Pac Seafood pays 20% match for the grant provides our cost and the operation of the wastewater treatment plant. In consideration of that 20% match Pacific Seafood will negotiate a long-term lease for the wastewater treatment plant with the Port attorney and Staff.

King: I do have Tony Dal Ponte who is willing to speak on behalf of Pacific Seafood if you would like for him to come in at any time.

Commissioner Heap: well, let's see were go here with this motion before we get further sidetracked, thank you Danielle. So, I understand the gist of the motion or parts. And if we second the motion than we will have further discussion, but it would be my proposal if we have this motion made and we pass it, we don't take action on it today we take it forward to the next meeting with a full briefing and full support material packet than vote on it.

Commissioner Jonas: I agree with what you just said.

Commissioner Heap: Okay, we are looking for a second.

Commissioner Jonas: I'll second you.

Commissioner Heap: No, don't second me, second the motion, and we will go proceed from there Larry.

Commissioner Jonas: No.

Commissioner Speir: (inaudible) we should discuss it before we make any motions.

Commissioner Jonas: I agree.

Commissioner Speir: No for me, I'm not.

Commissioner Heap: Alright, appears the **motion failed for a lack of second**. Ill open it back up.

Commissioner Jonas: Id like to see what Ken wrote in writing, in front of me and be able to study it, research it, and any supporting material that goes along with it so I can read it, understand it, research it, talk to Ken if I need to and then move forward from there, that's what I would like to do.

Commissioner Hartung: okay, well there has been a lot of talking about why the seafood waste can't go to, why it isn't going to the City of Brookings, and there is a lot of reasons for that happening that I have looked into. One is the EPA has released reasoning for that is that that it could be harmful to the municipal sewer plant, because the plants is not designed to take fish waste, it could it could could make health risks to the treatment plant and the collection system to be exposed to these pollutants, so that's very concerning and for reasons for them not being able to release their waste water they way they do right now they have a special permit that they are putting in our basin over here and a lot of the fisherman have of this stuff hanging around their boat and it's not pleasant and its really is very harmful to our marine life out there as well, it takes all the oxygen away from them that I have looked into and you have these dead zones. Well, our dead zone is out in our estuary you know our sea life is struggling because of these things so these things have to be corrected and in order to keep our jobs here for our people and being able to have a processing plant here something has to be done and, but we need to do it in a way that it is acceptable for everybody. I understand, you know, we have people living here that they don't want to see a big wastewater treatment plant, I don't either. And I do believe that there are units that are more acceptable the footprint wouldn't have to be as large and it wouldn't be something that looked bad and because we have tourist that come here, this is a tourist destinations, our businesses rely on the tourist here and then of course we have our people that live in the community that like to enjoy the Port as well. So Pacific Seafood they've built a new plant in Warrenton, and they also put in a very state of the art fish processing plant, I don't believe that the footprint is as big as the one that we have been looking into I don't know if we have reached out to them because now, they are now also releasing their clean water from there back into the

Columbia River. So, it says here that it is first of its kind technology for clean wastewater and it is also conserving water, so evidently, they have really acquired something that works really well in the community. So, we would like in the future to offer an area so that we can have other economic development with other processor to come to the area, we have a lot of young people that need good paying jobs, and these jobs do pay well. And I believe that the Warrenton Plant is so much larger than this plant that maybe their system would also be able to accommodate future use. So, I'm hoping that maybe we could reach out to them to see what they what they have done here in Oregon. That's all I have, thank you.

Commissioner Heap: That might set the stage for Pacific Seafood to comment.

Commissioner Hartung: I couldn't find any pictures.

Tony Dal Ponte: Vice President of Legal and Public Affairs for Pacific Seafood, (inaudible) hear all those issues in your discussion.

Commissioner Heap: Please go ahead.

Dal Ponte: Thank you mister President and thank you members of the commission. First let's ground ourselves for what we are trying to accomplish here and thank you for forward thinking (inaudible) I don't know if you know this, but you are a coast wide leader, and your model is being followed now by other Ports. For context as you all are well aware BC Fisheries a few years ago built a processing plant on Port property and operated there under (inaudible) the Port. When BC Fisheries then went bankrupt a few years ago, Pacific Seafood agreed that the, with permission of course, to step in and operate. The major hurdle or impediment at the time had to do with wastewater discharge. The reason being that BC Fisheries was never properly permitted by Department of Environmental Quality. Someone early made a reference to it NPDES permit, that's the permit that's required to discharge related to wastewater (inaudible) from seafood processing. DEQ operates under delegated authority from the EPA, it never issued a permit to BC Fisheries so that created a problem. If Pacific Seafood were to step in and operate, we take our regulatory responsibility very very seriously, we need to have some relevant legal authority or permit in order to operate, DEQ is not able to do that. One of the options that we explored; well could we potentially reroute discharge to the City of Brookings. As someone else noted for a variety of reasons that's not possible, mostly due to the lack of capacity infrastructure at the city level they can't take the discharge, that facility and even if they could its not designed for treatment of that kind of discharge, its designed for a more traditional waste product than opposed to fish byproducts. So, now we find ourselves in the same situation that we were in a few years ago, which was in order to remain processing we need to have regulatory authority to do that. (inaudible) analyst has been conducted of the harbor in the area where the current outfall discharges and determined there is adequate solution, they call it, to permit discharge into that area. However, given changes in the regulatory landscape over the last 10 to 20 years or so, in order to meet those limits, a treatment system is required, additional treatment. What type of treatment that kind of depends on the discharge and the nature, a likely candidate would be something called a DAF, dissolved aerial floatation, it uses little, tiny bubbles to take solubilize protein, which is what we are talking about here. The waste is extra protein that was in the ocean to begin with, that dissolves into the water, and it discharges back out into the ocean. It uses tiny micro bubbles the raise those proteins to the surface than it skims it off the top. That could be installed (inaudible) installed in some cases at the individual facility, they call it an end of the line treatment. The refences (inaudible) the design in Warrenton is a variation of that it is proprietary technology out of Europe, but rather than using chemicals to bond to the protein that are in the water that help raise them to the surface, that uses something called symmetrical force as opposed to chemical. Now, that particular design, the dan tech system, is not designed for shrimp or crab product, it's a unique protein, highly soluble they break down a lot faster than ground fish or (inaudible) which is what is produced in Warrenton. Fortunately, you the commissioners of the Port of Brookings, this is where I want to thank you because you have a very forward thinking innovative approach to this and were successful in it for the first time in my knowledge in securing funding by the Federal Government to a local government to develop infrastructure that supports Port owned infrastructure in the economic, in one of the most major economic engines in the region. We lease the facility that we operate in currently from the Port, the Federal Government is now offering to fund treatment by the Port that results from that operation. The cool part about it is in funding that is not necessarily limited short term to this one processing plant, it could be there

are other interests in the market and the Port might invest in this infrastructure is supporting that kind of (inaudible) forward thinking innovated approach was incredibly creative and I just wanted to thank you on behalf of Pacific Seafood for that leadership for that innovated effort. Your model is now being followed by the Port of Coos Bay who is attempting to do exactly the same thing in Charleston, and I suspect there will be others because given the changes in the regulatory landscape it frankly isn't possible for individual companies to invest at this scale at this facility. To have a place like Charleston or Coos Bay you can't (inaudible) four different million-dollar treatment plant but if the Port rallies together and develops Port infrastructure that than operates through the convenience or partnership with the economic producers in the region than you're supporting that activity. So, you guys developing this model for your footprint were really forward thinking and we very much appreciate that effort and we are here to support that effort. I know there are some final details to work through in terms of what specifically is constructed, the work the engineer that develop one model (inaudible) DEQ I'm sure the DEQ engineers will develop or have thoughts. What the operating model, there will of course be issues of figuring out how that works. One of the strings on the Federal Government funds was that this is a Port owned and Port operated facility to support jobs, but obviously it is there to support the activity at the Port processing facility that we are operating so there will probably be a usage or treatment fee of some kind. There is a matching dollar center that we need to work through, that can be structured a number of different ways, whether collect payment or something that was built over time or something that any new interest in the space that want to take advantage of the Port infrastructure (inaudible) all of those are questions we can work though. The good news is that 3.5 million dollars doesn't come around just every day the Federal Government investing in rural coastal communities and supporting a very very important industry (inaudible). I know there are other business owners in the room (inaudible) that all have roots and (inaudible) investment in that region. It's a cool opportunity very very impressive investment by the Federal Government and incredible example of forward thinking by the Port. We are here to help dig through these final details and thank you for your leadership thus far.

Commissioner Heap: Thank you very much, appreciate your comments.

Commissioner Range: I have a question for Tony.

Commissioner Heap: Go ahead.

Commissioner Range: Tony, Ken Range, is Pacific Seafood willing to enter into a long-term lease before this permit is issued by NPDS and we have to pay the 20% match, obviously it would be conditional on all sorts of things that we have to discuss, but I need to know if Pacific Seafood will make a financial agreement.

Tony Dal Ponte: we already have, we just executed a 60-year lease to operate the processing plant. We aren't able to operate that plant without treatment, and we wont because its would be unlawful to do so. So, if this is the solution to treat the discharge associated with that economic activity than yes that would be a necessary part of that, there already is a 60-year lease, some kind of operating agreement for the treatment facility would be appropriate and we can work that out.

Commissioner Range: I'm not sure if I followed all that, but the question, the concern that I have is we are doing we are going to borrowing money to do 20% match on 2 FEMA projects now we are talking about another 20% match for a water treatment plant that you are the primary for the only user or beneficiary of this treatment plant I don't want I will not vote for proceeding with a wastewater treatment plant if you guys don't have a financial stake in it with a long term lease.

Commissioner Heap: Okay.

Tony Dal Ponte: Understood, I'm simply referring to the fact there already is an existing lease and a financial (inaudible) in it. If the Port were to decide to borrow money on the 20% match which is one of the serious (inaudible) if the Port did that than yes it would be appropriate to have some kind of operating agreement to do that. Another option would be to ask for a private contribution up front to fund some portion of it. We could also amend the existing lease for the Port facility to incorporate some aspect of match for this 3.5 million investment

by the Federal Government. I think there are a variety of ways to address your concerns and we are happy to talk about those.

Commissioner Heap: Thank you, further comments.

Commissioner Range: I have a response to one of Sharon's concerns. You know the primary agencies involved in this whole process would be obviously Harbor Water, Harbor San, Brookings, and DEQ and Pacific Seafood. Right now, Pacific, excuse me, Harbor San has a collection permit from DEQ for sewage, they in turn pump that sewage to Brookings to be processed in the sewage treatment plant. Harbor San pays the City of Brookings roughly 30% of what it cost to operate the sewage treatment plant. There would be no reason for us to treat water, treat fish waste, pump that processed fish byproduct that could be put directly into the ocean with a permit. It would be, there is no reason to pump it to Harbor San and then they in turn pump it to Brookings when its already treated water. I don't know if that answers your question or not.

Commissioner Heap: I have several comments to make, not surprisingly right. First of all, I am not going to be very comfortable to enter into an agreement were there are other parties paying for this facility. And my rationale of this is that this needs to be wholly publicly owned, so that we are clear in the future that should some other entity chose to come in and ask to us to use this facility we don't have all kinds of dangling strings where we have to have agreements among multiple parties, this to me should be public facility from day one. With respect to having an agreement or contract between Harbor Water and the Port and processing plant I'd be interested in the Port not to be in that equation, that's a discussion between the people who buy the water and sell the water, all we are doing here is processing the water we have no interface beyond that from my prospective. We don't intend to use much water to do this, very little water will actually be required to do the processing, so I would not be to inclined to want to do something like that. And having it been stated many times, the concern we've taken forward from the beginning is we are operating under the premise of the Port of Brookings Harbor will be a working Port, this is a working Port, so we have fishing activities here for recreational commercial and it is in the best interest of the community to continue to support that for a multitude of reasons, economic benefits, jobs, you can name it all those what you want. In order to pursue that, in order to look down the long term the idea of the waste treatment plant give the Port of Brookings Harbor an advantage, it give the commercial fishing industry that (inaudible) here an advantage, a competitive advantage over other ports, and the reason that that's true is because we today we do not even know what the fishery will be in 10 years, I can tell you things are changing in the ocean and they are changing fast, faster than we can keep up with, we are seeing species movement like we have never seen before we have southern species showing up here. One of the largest fisheries in Oregon over the last few years have been market squid, market squid didn't exist here in any number before, at least not economically viable numbers and now they do. Fourth largest? Do you know? Fourth largest fisheries now.

Yelena Nowak: Brookings?

Commissioner Heap: No, market squid.

Yelena Nowak: Oh squid, Im not sure, I don't think it's still a commercial fishery, I think they are still working on it.

Brett Hester: Yeah, they are just now working on it, (inaudible) it's so new there are no regulations.

Commissioner Heap: Okay, but the point is that there are maybe a multitude, multiple number of uses for this plant that we haven't even anticipated yet, but having it here again, gives us an advantage, gives our commercial fleet an advantage, that's an advantage to the community. So, I think that's the, well I don't think that's the catalyst that got us to this point right now and the discussions we've had over and over again before we started down the road of asking for funding. I think that Tony made a great point, there has not been many federal funded projects like this to support fisheries and as we move forward that's going to become an issue, the ability for this country to process protein and make seafood or out of seafood is going to be significant. I just came back from Washington DC where we had a long discussion about aquaculture, aquaculture is one of the initiatives of the government along with wave energy and wind energy for uses of the ocean. You know we are thinking

aquaculture net pens there is a whole new (inaudible) of aquaculture opportunities out there and they very well may be what we do in the future for protein and seafood in this county, irrespective of that we are going to have to process that stuff some place, and again if we have the waste treatment plant here that puts us in a huge advantage, economically and competitively. So, we don't have a motion, where are we going to go from here.

Commissioner Hartung: I don't think that, in my opinion, I don't think we are ready to make a motion on this project.

Commissioner Heap: Well what point do you think we will be? We have an engineered design.

Commissioner Hartung: We haven't really heard everything yet either, I know we have a design Richard, but the thing is the design is huge and I don't think that it looks very well for our community, and I believe there are other systems out there that could accommodate our use that could be enclosed totally and wouldn't be visible to the public and it would fit the cosmetic landscape of our Port.

Commissioner Speir: I agree with her, I'd like to see what Warrenton has.

Commissioner Hartung: Jack, is that true?

Commissioner Speir: I'm not into a big old.

Commissioner Hartung: Is that so?

Jack Akin: Should I speak?

Commissioner Heap: why don't you go ahead Jack.

Akin: You're afraid I'm going to keep going.

Commissioner Heap: No no, what I'm afraid of is that this has been asked and answered many many times but go ahead.

Commissioner Hartung: Well, I haven't heard it.

Akin: Is there a mic?

Multiple people: No.

Akin: Good morning, as a fly on the wall I'd have to say I admire the conversations going on here right now. The design that I put forth is conceptual in a sense that we have not looked, and we plan on doing it, in fact we have a meeting later on today with Pac Choice representative to more closely look at the parameters of consent. The units that I've shown you and there actually we have another PowerPoint that we put on top of the previous PowerPoint that kind of says the same thing but in more detail as the previous PowerPoint, shows these modest units. The largest of these kinds of these the element of these units are tanks, and these tanks are sized based off the assumption of the worst-case scenarios. The more I'm learning about the specify of this particular wastewater the smaller this system is becoming. You might have heard Tony mention S.A.F, S.A.F is the fine bubble air ration for floatation purposes. Uses air to float material. This is the kind of approach that is generally acceptable in terms of this kind of waste, that's included in this system. But any system you look at I don't care where you go, what kind of system you are looking for they have to have some sort of (inaudible) separators, separating inorganic material from organic. Inorganic cannot be treated, all that can be done is separated. Organic material, its usually about the weight of water, is treated biologically some way or another so it can be reduced to zero as close to zero sludge as you can possibly get, that's the objective. The other elements that are involved here depend on that waste that waste is specific Pac Choice waste here is specific, it may seem like everyone else's, but it is specific to this Port and the treatment is going to be the safe. I'll give you an example, you know a

clarifier, if you've ever talk to a wastewater treatment plant person, has been in the business for 40 years or so on. And you ask what the clarifier looks like, they're going to tell you its this big circular thing that's 50 feet in diameter, at least, and has a large rotating arm and its slowly moves very slow, anybody ever see one of these clarifiers. Okay. Our clarifier is a packed unit, it uses multi laminar layers, it's just a packed unit, its smaller than between these two tables. It's a whole different idea that our ray of systems then are going to modified based on what we find that wastewater treatment needs. There are other questions about where the effluent should go, whether it should go out to the ocean or the Chetco river or wherever it will go but remember we are under serious regulatory constraints. We have to do mixing zone calculations; we can't have this big footprint of waste coming out of here out of our effluent we are going to be really tightly constraint by the DEQ on this. They are going to want to see predesign, they are going to see exactly how big is the area, I'm going to use the standard com model that accepts multi-layer stuff for the worst-case scenario for mixing zone. So, irrespective of whatever wastewater or whatever person is able to sell us whatever system units they want, I want something that I have a track record. The reason why I committed this one is because I've been studying this for 20 years since 2000 when I went to Israel for the first system that came out. Okay. These kind of systems are universal process is universal the method and solution is universal. You've got to do the same thing. Like learning math, you have to start here and work your way up, same with wastewater treatment. You can find new ideas but you're still solving the same problem, so the idea is compaction and making the smallest model we can. And I can tell you as your engineer I have nothing to gain from this, I do not get any commission from any system that I recommend, it's a conflict of interest for me to take a dollar from anyone besides other than the Port of Brookings on my work, so, I want you to know that I'm always seeking your guys best interest on this, I hope to better understand wastewater for our next meeting and we will be able to, I think, combine our system. the biggest footprint is equalization to make the system, so I don't have to worry about peaks, so with that does that help at all. Clarify anything? Ask me a question if you'd like.

Commissioner Hartung: I don't know where to start Jack.

Akin: It's complex.

Commissioner Hartung: I know it is its very complex and you know what and I know it is very needed here the thing is is to do the right one, you know, and a great big, we don't want a great, the community doesn't want a great big sewer plant we want a fish wastewater treatment plant.

Akin: Have you looked the one I've showed, their small units.

Commissioner Hartung: I know but mister Dehlinger has said in the past that the unit you have shown us in the past can also do human waste, and I don't want us to do that.

Akin: You would have to add a lot to it for that to happen.

Commissioner Hartung: Well, that's good, but anyway I'd just like to see a smaller footprint then that great big unit you showed us from what Minnesota was it, or somewhere, (inaudible)

Akin: That's the water biological reduction, and that highly dependent on the type of you know the needs of the waste, you heard again Tony mention S.A.F that, very good chance that will do most of our work. We still probably have some grit separation, we still have to have some clarification, even for a small unit.

Commissioner Hartung: because of particles.

Akin: But the biological reduction which is what we want when we want stuff going out to the ocean, we don't want to send a lot of protein and a lot of stuff out there.

Commissioner Hartung: I don't mean to sound redundant because I know we have had a lot of meets and because of our communication with the newspaper with the public has not existed really here anymore and so the public hasn't been informed because there hasn't really been away for them to be informed because a lot of them don't

take the time to look at our website so of course they don't know. So anyways there has been a lot of concern from the public and they just don't want something that.

Commissioner Speir: Gaudy.

Commissioner Hartung: Yeah that it's not going to look well for the community and the people that have homes here, I mean we don't want to devalue their property because of this, and so I'm just hoping that when you come back that you let us know if it will be an enclosed system where it won't be out in the open and you know really the size.

Commissioner Heap: Well as I understand the process now there's going to be several more touch points before we have a plant on the ground. One of which will be approving the engineering design and style, which it will be up to us to approve that. We are going to have to select, I mean I don't know that we are going to select whether or not they accept the money, I mean I think that's a done deal but I'll leave it up to you to tell us what the touch points are going to be.

Dehlinger: There will be a contact coming to the board to approve from whatever agency that is going to fund the money, so there will be a contract, like you were saying we are going to have a design that Jack is going to present that the board has to approve that, there will be a lot of approvals going on and plus we are meeting with DEQ later this week about permitting they say it could take 6 months to one year to complete depending on the type of plant.

Akin: Normally if you come to DEQ with, remember we haven't been thinking about this starting yesterday, so we have a lot of stuff laid down with these guys, they're not so concerned about the past except for fee as much as processing. And another thing that is important to them is the mixing zone, and everyone probably in this room is concerned about the mixing zone, and when I say that I mean what comes out of that pipe and goes into where and how does it affect anything, that's really what the (inaudible) of this permit process and so that is where we are most able and qualified to get to the point and answer, and I think that going to help us shorten our permitting period, which is my objective.

Commissioner Range: So, Jack I have a question, is the Port requesting the permit from DEQ or is Pacific Seafood, they have already requested one, and to my knowledge they withdrawn that request depending on what we do.

Akin: No, it's the Port that is going to submit the permits.

Commissioner Range: So Pacific Seafood would enter in on our permit.

Akin: Pacific Seafood is so very important as far as process that the end of the road is I don't think anybody on the regulatory side easily, okay I can't say that, but I can say on the money side and probably the Port's best interest as an engineer, I would not recommend anyone but the Port completely having control and owning the wastewater treatment plant.

Commissioner Range: But obviously Pacific Seafood whatever equipment you buy, which we haven't even discussed the cost of any of this equipment because we have no business plan that I've seen, but they have to well they have to come in on our permit, that's.

Commissioner Heap: Bottom line is the Port will have the permit and then we will enter into an agreement with whoever uses the waste treatment plant.

Akin: And you have distinction that's common you can do it however you want you have owners, and you have operators. So that's kinda the way it works.

Commissioner Heap: Thanks Jack. Before we take any more comments, we will we hear from the Board.

Commissioner Hartung: Do you have anything Larry?

Commissioner Jonas: No

Commissioner Heap: So just to kinda resolve about what we think we talked about today. We have a Commissioner Range expressed his desire for what we might want going forward with some conditions. So, we have a check point coming on several different issues before this plant hits the ground. So, we have gone beyond the idea of a conception here. We have past that we've secured funding from the Federal Government through appropriation, we have the engineer already on task to design the plant for us and as we move forward then we will have more check-ins where we have an opportunity to weigh in. I will tell you about the visual side of this, I'm a little concerned that we are going to have some sort of an expectation that there isn't going to be anything here. We have no visual standard for this Port that says other than our retail buildings that are designed to a certain specification that best of my knowledge the county has no visual standards requirements for us to meet. So, we are going to have to do the best we can to make this as compact and unintrusive as possible, however, they're going to build a plant. So, you know I think everybody clearly understands we are going to have a small footprint as we can but that doesn't mean it isn't not going to be visible.

Commissioner Hartung: Well of course, it's probably going to be visible.

Commissioner Heap: That doesn't mean, you know, that when we go forward with dredging its not going to be a big field out there full of dredge spoils or that sort of thing. But we're a good neighbor too, we're not interested in (inaudible) but again like a I said we are a working Port, and we are going to have to do the best we can to put all that together. So, any other comments or questions. Are we clear on where we are headed now?

Commissioner Speir: Somewhat, yeah.

Commissioner Heap: Well, (inaudible) your comments Joe (inaudible)

Commissioner Speir: I don't have anything to say quite yet if I decide to, I'll decide to.

Commissioner Heap: Okay. Alright. One each, go ahead Dan.

Dan Fraser: My comment is regarding between Sharon and Jack's. Sharon talking about dead zones in the harbor and that the discharge and the mixing zones are (inaudible) Jack, what kinda temperature are we talking that's coming off of this water, do we know Jack?

Akin: You're probably not going to have too much of an increase, there's a slight increase in temperature due to the defuser the air that fuses, but you're going to have not much of a change in terms of degrees, that's highly, that part of the permitting process, to make sure that we don't deliver any, you know, warm water into the Port, in the water.

Commissioner Heap: I'd like to just clarify one thing, I'm not aware of dead zones here. We have in the past had algae blooms and killed a lot of anchovies, we have had a high concentration of algae and anchovies in here at the same time but as part of (inaudible) to collect a lot of data out here I'm not aware of any dead zones.

Commissioner Hartung: Well

Commissioner Heap: I'm not aware we have killed any salmon I'm not aware that we have had major impacts in the harbor other than those anchovies' concentrations, so I don't know if id characterize this as they did though. I mean we have huge tidal surge, we are like a lot of estuaries, we have, we are short, we don't have you know a 40-mile-long estuary, we have issues we've got a lot of tide moving in and out we have a lot of water moving in and out. So, I haven't seen, nor have I heard a concern expressed by either the National Marine Fisheries Service or the State of Oregon about having a dead zone being created here. Now temperature is an issue that this, I

mean, Chetco river does not meet standards has never met standards in temperature and that has a lot more to do with the geography of the kalmiopsis wilderness and (inaudible) that were is meets up and it brings it right down here so for the perspective of (inaudible) we don't meet standards and the river never has and the other thing that is an eliminating factor for salmon in this harbor is the lack of estuary, we don't have a big enough estuary to meet the state standards. Other than that, I'm not aware of any other problems of discharge or not that's been created, okay. We have a comment or question.

Audience Member: Stand up and come on.

Commissioner Heap: If you wouldn't mind, please.

Sandy Gertrude Brown: Good morning, I'm Sandy Gertrude Brown I'm a board member of Seacliff Terrace, which is right across the river, I certainly don't represent our community, but I think some one my comments might be shared by the many members of Seacliff Terrace that are here. Firstly, I'm very concerned about the lack of information given to the community, this is the first time I've heard about any of this, and it seems to be about half of a done deal already. We have so many questions we couldn't even begin but id strongly encourage exploring other locations, I appreciate Mrs. Hartung's work on getting inform on the Warrenton plant I think it is essential we get more information on that, we need to minimize the impact on fish and wildlife, this is the community is built around that, we also need to minimize the impact on nearby homes that are immediately across the river. We enjoy the Port activity but I'm not sure we would enjoy a large noisy eye sore probably with steam and things coming out of the top, I don't know, I don't know because we haven't been given no information there is just, to me there are a lot of blank pages here, we have no information we don't know what's going on and this is going to be a major impact to the whole Port not just us. As far as discharge into the ocean, where is it going to be the discharge, is it going to impact the beaches, the swimming, the water temperatures, I don't, we don't know, we don't have answers to many questions, so I think, and I would ask the commission provide much more information to the community. Thank you.

Commissioner Heap: Okay let's bring this to a close, so where we are going to be from this point forward is we will be going to the next check in period we are going to have whatever that might be whenever they come, so do you have any idea when, have you heard anything about when funding may come.

Dehlinger: In the packet they gave me a question and answer they said several months.

Commissioner Heap: Several months.

Dehlinger: I'm anticipating two to three months down the road we might see a contract.

Commissioner Heap: So, in the meantime the engineering firm will continue to move forward on the design ideas.

Dehlinger: Yeah.

Commissioner Heap: How about permitting?

Dehlinger: Same as that, we are, like I've said we have a meeting with DEQ later this week, we will see from there. I don't know what they want or what they are going to say. But you know on DEQ, Pacific Seafood they're trying to get a two-year extension on their temporary permit to discharge, so they can run this plant, right now they are shut down they aren't able to run the plant. If Tony is still on the line, he may be able to speak more on that.

Dal Ponte: Mister President I'd be happy to address that if you'd like.

Commissioner Heap: Go ahead.

Dal Ponte: Like I said earlier the plant was never properly permitted so we acted for two years under a temporary agreement with DEQ (inaudible) permit it in the future, that temporary agreement expired in December. Our proposal to the agency is to extend the agreement that (inaudible) any development of the treatment system that we know is necessary in order to meet the needs of the standards, DEQ is considering that proposal right now. But has yet to deliver a final answer, we hope to hear back from the agency (inaudible) we could have the certainty that we need (inaudible) to operate (inaudible) for the upcoming shrimp season.

Commissioner Heap: Okay, thank you. Alright with that I would propose a 5-minute recess we will take 5 minutes and we will come back and deal with the rest of the agenda.

Commissioner Heap adjourned into a 5-minute recess – Audio time 1:02:17

Commissioner Heap reconvened the meeting – Audio time 1:09:43

5. INFORMATION ITEMS

A. Stout Mountain Railway Proposal – Audio time 1:09:51

Dehlinger introduced Tony Parrish, who gave a presentation to the Board proposing placing a garden railway in the commercial retail area.

B. Tidewind Sportfishing Signage Request – Audio time 1:20:11

Dehlinger noted that Kyle Aubin, owner of Tidewind Sportfishing, gave the Board another letter regarding his signs and proposed locations to lease land from the Port for the signs. Dehlinger reminded the Board that the last time this was discussed the Board wanted to look at one sign for multiple charters, which Dehlinger does have a meeting with company today regarding the sign and would be able to give the Board more information after the meeting with that outfit.

C. Port Employee Handbook Revisions – Audio time 1:25:03

Dehlinger noted there were 2200 changes to the handbook and will bring this to the next meeting for approval. There was no other discussion among the Board.

D. Boat Yard Warehouse Condition – Audio time 1:27:48

Dehlinger noted that Jack Akin did make a report on the building but would like to investigate the building more before making a final determination.

E. Hallmark Dock Condition – Audio time 1:30:31

Dehlinger noted Jack Akin is recommending putting survey points on the dock, so we have a base line, and do a load test on the dock.

F. Supplemental Budget FY 2021-22 – Audio time 1:31:17

Dehlinger noted that cash carry over was more than anticipated and we are making an adjustment on. Commissioner Heap reviewed what the supplemental budget was.

G. South Coast Knight Security, Consent to Assignment & Assumption of Agreement – Audio time 1:32:22

Dehlinger informed the Board that Four Aces has purchased South Coast Knight Security and would like a name change, nothing else has changed.

H. Business Oregon FEMA Matching Project L2209 Contract – Audio time 1:33:09

Commissioner Heap asked to discuss this item and Information Item I at the same time. Dehlinger noted that both these projects are for the FEMA projects. These contracts are the matching funds coming from Business Oregon to take care of our 25%.

I. Business Oregon FEMA Matching Project L2208 Contract

Item was discussed in Information Item H.

J. Live-aboard Policy Update – Audio time 1:35:22

Dehlinger noted Port Counsel stated that our policy was a very good policy and suggested a few word adjustments. This item will be brought to the board at the next meeting.

K. Moorage License Agreement Revisions – Audio time 1:36:16

Dehlinger noted this is an updated agreement from the last meeting and recommended not to remove liveboards.

L. Non-Moorage Charter and Guide Boat Launch Fee – Audio time 1:37:45

Commissioner Heap reviewed the item, this is a discussion whether when you get the \$300 permit you have our launch fee included. Commissioner Hartung has spoke with multiple people who charter here and other places, and it is unusual for the launch fee to be included.

M. Curry County Tourism and Promotions Committee – Audio time 1:39:39

Dehlinger noted the Port was asked to show our idea of a sidewalk on Lower Harbor Road and any other tourism items the Port has in our strategic business plan. This committee is meeting and coming up with their own strategic plan and including the Port.

N. Draft MOU Curry County Sheriff Substation – Audio time 1:43:26

Dehlinger noted this is the draft that was given to the County. County lawyer is reviewing, so far only has a name change. Should have something for the Board to approve in the next meeting.

6. COMMISSIONER COMMENTS – Audio time 1:45:23

Commissioner Jonas reiterated that 8 million dollars in the next two years is going into this Port to make it better. Commissioner Hartung thanks Jack Akin for coming and answering questions. Commissioner Range discussed the conference he was involved in at Washington D.C. for the National Recreational Saltwater Fishing Summit put on by NOAA Fisheries. There was discussion among the Board and audience on how to advertise and get the information out to the public better.

7. NEXT REGULAR MEETING DATE – Wednesday, April 20, 2022, at 2:00pm.

8. ADJOURNMENT – Audio time 1:53:33

Having no further business, the meeting adjourned at 11:53pm.

Richard Heap, President

Date Signed

Sharon Hartung, Secretary/Treasurer

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
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
PORT OF BROOKINGS HARBOR DISTRICT**

Wednesday, April 20, 2022

This is not an exact transcript. The audio of the session is available on the Port's website.

The Port of Brookings Harbor District met in regular session on the above date at 2:00pm. Open session at the Port Conference Room, 16350 Lower Harbor Road Suite 202, Harbor OR, 97415, teleconference and webinar.

1. CALL MEETING TO ORDER

Commission President Richard Heap called the Regular Meeting of the Port of Brookings Harbor of Commissioners to order at 2:00pm.

- All participants stated the Pledge of Allegiance.
- **Commissioners Present:**
Joseph Speir, Vice-President (Pos. #1); Sharon Hartung Secretary/Treasurer (Pos. #2); Larry Jonas (Pos. #3); Richard Heap, President (Pos. #4); and Kenneth Range (Pos. #5).
- **Management and Staff:**
Travis Webster, Harbormaster; Danielle King, Safety/Administrative; Jack Akin, Port Engineer; and James Walker, Port Counsel.
- **A motion was made by Heap second by Range to move Information Item E, Commissioner and Staff Relations, to Action Item O. The motion passes 5 – 0.**
- There was no declaration of potential conflicts of interest.

2. APPROVAL OF AGENDA – Audio time 3:01

A motion was made by Speir and seconded by Jonas to approve the agenda as amended. The motion passed 5 – 0.

3. APPROVAL OF MEETING MINUTES – Audio time 3:25

- A. Approve Minutes of Regular Commissioner Meeting Wednesday March 16, 2022.**
- B. Approve Minutes of Workshop Commissioner Meeting Tuesday, March 24, 2022.**

A Motion was made by Speir and seconded by Jonas to approve Meeting Minutes as written. The motion passed 5 – 0.

4. PUBLIC COMMENTS – Audio time 4:08

There were no public comments.

5. MANAGEMENT REPORTS – Audio time 4:19

- A. Safety & Security Report – March 2022 - Audio time 4:23**
King reported on staff safety training, incidents, accidents, and security issues that happened for the month of March.
- B. Financial Report – March 2022 - Audio time 7:09**
Commissioner Heap noted that the Port is 30.6% below budgeted expectations.
- C. Harbormaster Report – March 2022 - Audio time 8:09**

Webster reported on projects that were completed in the RV Park, marina, and equipment services that were performed in the month of March. There was discussion among the Board and staff regarding the sea lions arriving in the Port.

D. Port Manager Report – March 2022 - Audio time 14:20

Commissioner Heap highlighted correspondence with the Port Manager and Corp of Engineers regarding the public crab dock on the north jetty. There was discussion among the Board and Brett Hester, Plant Manager for Pacific Seafood, regarding Pacific Seafood's temporary permit to operate with DEQ.

A motion was made by Speir and seconded by Range to approve the management reports Safety & Security Report, Financial Report, Harbormaster Report, and Port Manager Report for March 2022 as discussed. The motion passed 5 – 0.

6. ACTION ITEMS

A. Stout Mountain Railway Proposal – Audio time 17:39

Commissioner Heap reviewed what was discussed in the April 4, 2022, workshop meeting. Commissioner Jonas had some concerns regarding the location of the proposed railway. Tony Parrish, President of Stout Mountain Railway Club, answered questions the Board had regarding the location, operations, and landscape of the display.

A motion was made by Hartung and seconded by Jonas to decline the proposal from Tony Parrish, Stout Mountain Railway Club, Port Line Railroad display at the Port. The motion failed 2-3. Yes: Jonas and Hartung. No: Range, Speir, and Heap.

A motion was made by Range and seconded by Jonas to approve Tony Parrish, Stout Mountain Railway Club, Port Line Railroad display on Port Property other than the Bell & Whistle.

There was discussion among the Board, they like the area by the Chetco Indian Memorial but agreed to have Mr. Parrish work with the Port Manager regarding the location and bring it back to the Board for approval.

The motion passed 5 – 0.

B. Tidewind Sportfishing Signage Request – Audio time 33:55

Commissioner Heap noted the Port has received two letters regarding signage, and reminded the Board of Information Item A. Kyle Aubin, owner of Tidewind Sportfishing, had a concern regarding certain Board members voting on this item due to conflict of interest. Port Counsel believed there was no conflict of interest since there is no financial gain. There was discussion among the Board and Mr. Aubin regarding his current signs and his lease agreement with the Port.

A motion was made by Range and seconded by Jonas to approve adding and angling the existing Tidewind Sportfishing sign on Lower Harbor Road. No other signage will be allowed on Port property as requested from the letters dated January 1, 2022, or March 16, 2022. The motion passed 3 – 2. Yes: Jonas, Range, and Heap. No: Hartung and Speir.

C. Port Employee Handbook Revisions – Audio time 53:10

There was a question from the Board regarding employees qualify as full-time employees. Port Counsel confirmed that State law is now after 30 hours a week you are entitled to full time benefits.

A motion was made by Jonas and seconded by Speir to approve Resolution No. 2022-03 Port of Brookings Harbor Employee Handbook for 2022. The motion passed 5 – 0.

D. First Supplemental Budget FY 2021-22 – Audio time 58:47

Commissioner Heap explained the supplemental budget to the public.

A motion was made by Speir and seconded by Range to approve Resolution No. 2022-02 Adopting the First Supplemental Budget for Port of Brookings Harbor 2021-2022 fiscal year. The motion passed 5 – 0.

- E. South Coast Knight Security, Consent to Assignment & Assumption of Agreement** – Audio time 1:01:51
Commissioner Heap reviewed the discussion from April 4, 2022, workshop meeting, just a name change in the contract.

A motion was made by Speir and second by Jonas to approve the draft South Coast Knight Security, Consent to Assignment & Assumption of Agreement with Four Aces Security Solutions. The motion passed 5 – 0.

- F. Business Oregon FEMA Matching Project L22009 Contract** – Audio time 1:02:59
Commissioner Heap noted this is approving a resolution that will approve the Boards signature with the State of Oregon to accept the matching grant amount of \$474,732 for the FEMA project of \$1,898,928.

A motion was made by Hartung and seconded by Jonas to approve Resolution No. 2022-04 Oregon Business Development Department Special Public Works Fund Emergency Project Financing Contract Project Number L22009 and authorize Richard Heap, Board President to sign the contract. Approve Joseph Speir, Vice President, Sharon Hartung, Secretary/Treasurer, Larry Jonas Commissioner, Richard Heap President, and Kenneth Range, Commissioner to sign the Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards. The motion passed 5 – 0.

- G. Business Oregon FEMA Matching Project L22008 Contract** – Audio time 1:05:20
Commissioner Heap reviewed that this is for the same amount of \$474,732 for the FEMA project of \$1,898,928.

A motion was made by Hartung and seconded by Jonas to approve Resolution No. 2022-05 Oregon Business Development Department Special Public Works Fund Emergency Project Financing Contract Project Number L22008 and authorize Richard Heap, Board President to sign the contract. Approve Joseph Speir, Vice President, Sharon Hartung, Secretary/Treasurer, Larry Jonas Commissioner, Richard Heap President, and Kenneth Range, Commissioner to sign the Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards. The motion passed 5 – 0.

- H. Moorage License Agreement Revisions** – Audio time 1:07:48
Commissioner Heap noted reviewed the discussion from April 4, 2022, workshop meeting, and reminded the Board of what changes were made to the agreement.

A motion was made by Jonas and seconded by Speir to approve the draft Moorage License Agreement and authorize Port Manager to implement the revised agreement immediately. The motion passed 5 – 0.

- I. Non-Moorage Charter and Guide Boat Launch Fee** – Audio time 1:10:09
Commissioner Heap asked the Board if they'd like to add the launch fee or charge for the launch fee to non-moorage charter and guides. Commissioner Hartung mentioned that after talking with other charters they pay the sticker fee and launch fee at other Ports. Commissioner Heap wants to include the launch fee with the annual charter guide fee, we are trying to provide as much opportunity to the public as we can.

A motion was made by Jonas and seconded by Hartung to approve requiring the boat launch fee as well as the annual non-moorage charter and guide fee. The motion passed 3 – 2. Yes: Jonas, Hartung, and Speir. No: Range and Heap.

- J. Draft MOU Curry County Sheriff's Office** – Audio time 1:15:23
Commissioner Heap mentioned that this is a standard MOU with the Sheriff's Office.

A motion was made by Jonas and seconded by Range to approve Memorandum of Understanding between the Port of Brookings Harbor and the Curry County Sheriff's Office. The motion passed 5 – 0.

K. Live-Aboard Policy Revisions – Audio time 1:16:45

Commissioner Heap reviewed the discussion from April 4, 2022, workshop meeting.

A motion was made by Range and seconded by Speir to approve draft Live-Aboard Policy revisions and authorize the Port Manager to implement the revisions immediately. The motion passed 5 – 0.

L. C.J. Huntsman, SPA, P.C. Engagement Agreement, FY 2021-22 Audit – Audio time 1:18:39

Commissioner Heap reviewed the discussion from April 4, 2022, workshop meeting.

A motion was made by Speir and second by Jonas to approve draft C.J. Huntsman, CPA, P.C. Engagement Agreement for the fiscal year 2021-22 and authorize the Port Manager and Board President to sign the agreement. The motion passed 5 – 0.

M. Wastewater Treatment Plant Timeline and Design Progressing Approval – Audio time 1:20:13

Commissioner Heap reviewed with the Board the timeline of past events that brought the Port to this point and future events that will be happening for the wastewater treatment plant. The goal of the Board now is to look at the design options that meet the DEQ permitting requirements. Jack Akin, Port Engineer, spoke with the Board regarding the correspondence with Senator DeFazio's Office, there is a belief the Board does not want this wastewater treatment plant due to a news article, but we need to make it known that the Board does want the wastewater treatment plant on their facility. There was a discussion among Pacific Seafood Manager, Brett Hester, the Board, and Jack Akin regarding the DEQ permit that Pacific Seafood has been temporarily approved.

A motion was made by Jonas and seconded by Range to approve EMC Engineers/Scientists to proceed with design options to meet regulatory requirements for disposal of crustacean and fish processing only. The motion passed 5 – 0.

N. RV Park Septic Tank on Drawing Clarification – Audio time 1:49:01

Commissioner Heap reviewed that this is a clarification on the previous conceptual drawing from the April 4, 2022, workshop meeting. Commissioner Heap confirmed with Jack Akin, Port Engineer, the RV Park will be built on the Kite Field from the FEMA project will not use a septic system but will be hooked up to Harbor Sanitary sewer system.

A motion was made by Range and seconded by Speir to approve the sewer system design in the RV Park expansion to be connected to Harbor Sanitary District system. The motion passed 5 – 0.

O. Commissioner and Staff Relations – Audio time 1:55:00

Commissioner Heap noted that there may be some communication issues among the Board and the Port Manager. SDAO has given the Board some training but recommends asking to bring down George Dunkel to talk about the real-world experiences, clarification on what lines to not cross, and clarification on the line of policy and operations.

A motion was made by Heap to approve him to contact SDAO and have George Dunkel come down to here to give us the opportunity to ask questions and clarify what our concerns are.

Commissioner Heap asked James Walker, Port Counsel, about having an executive session with the Commissioners, SDAO, and Port Manager to talk about communication issues and roles and responsibilities. Walker clarified the laws for having an executive session and training session, recommended a special session instead of executive session.

A motion was made by Heap and second by Jonas to approve the Board directing the President to contact SDAO, seeking the services of George Dunkel or somebody in that field to come down here and have a special meeting, workshop, to discuss the roles of the commissioners, the roles of the Port Manager to clarify those and make sure everyone is clear on that, talk about communications between Board

members, and between Board members and the Port Manager, clarify that and answer questions we may have about open meeting laws that sort of thing, as soon as possible. The motion passed 5 – 0.

7. INFORMATION ITEMS

A. Charter & Guide Boat Sign Concept – Audio time 2:05:39

Commissioner Heap noted Dehlinger has spoken with Visitors Association to have a uniform sign, the Board has some examples in front of them, and suggested to the Board to have this item as an action item in the future to clarify some details. The Board had a concern regarding this sign and Tidewind Sportfishing Lease Contract and want clarification this sign is not in violation of that agreement.

B. RV Park Change Order – Audio time 2:10:08

Commissioner Heap reviewed the letters from Mike Crow and McLennan Contracting regarding not starting the RV Park project when projected and additional fees due to trenching and adding conduit.

C. USACE Maintenance Dredging (Federal Channel) – FY23 Budget Request – Audio time 2:11:26

Commissioner Heap reviewed the Corp of Engineers received approval to dredge and will be here in June. Webster wanted the Board and public to be aware that at the South Jetty, North end, there is a very shallow spot to be careful of.

D. Fish Cleaning Building Repairs – Audio time 2:14:19

Commissioner Heap reviewed the issues that were exposed during the renovation of the new non-moorage charter and guide fish cleaning room. Webster gave more details regarding the renovations.

8. COMMISSIONER COMMENTS – Audio time: 2:16:11

Commissioner Range had a concern regarding items on the website, but another Board member and Port staff confirmed that it has been removed.

Commissioner Hartung mentioned the RV Park potholes, Webster informed the Board the potholes will be filled on Friday and reviewed how it will be completed.

Commissioner Heap commented to please go catch some salmon this season.

9. NEXT REGULAR MEETING DATE – Wednesday, May 18, 2022, at 2:00pm.

10. ADJOURNMENT – Audio time 2:18:10

Having no further business, the meeting adjourned at 4:17 pm.

Richard Heap, President

Date Signed

Sharon Hartung, Secretary/Treasurer

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.

SAFETY, SECURITY, AND ENVIRONMENTAL

MONTHLY REPORT

Date: May 18, 2022
Period: April 2022
To: Gary Dehlinger, Port Manager
Issued By: Danielle King, Safety, Security, & Environmental Coordinator

Safety

All Port Staff received CPR, First Aid & AED training by MedLife (formally CalOre Life Flight), certifications are good for (2) years.

Incidents

POBH recorded (10) incidents for the month of April bring the year total to (41) . Incidents included:

1. Gear storage customer stated that pallets have been stolen from their storage area, this is the third year in a row this has happened. After looking at the video footage two vehicles pulled up to the gear storage area and loaded their vehicles up with roughly 25 pallets and left. Customer has reported the incident with Curry County Sheriffs.
2. Two different RV Park guests at two different dates had a campfire going in their site, they decided to leave their site and campfire unattended. The winds knocked over a chair into the fire, catching the chair and surrounding grass on fire. RV Park Manager was able to put the fire out and contact the guests.
3. RV Park Manager witnessed an individual drive into dry camping, pull out a Home Depot bucket, dump its contents on the ground, and leave. The individual dumped food trash onto the ground.
4. Fishing Vessel Yaznak was leaving their slip on transient dock, when the vessel got stuck in gear and ran into an already questionable piling at the Hallmark fisheries dock. Staff was unable to determine the extent of the new damage, insurance was informed of the incident.
5. A white GMC was left on Port property, this vehicle did not have any license plates, did not have a Port parking permit and was tagged multiple times, vehicle was towed from Port property.
6. An RV had mechanical issues and parked in the commercial basin parking lot, 4 Aces Security kept in contact with them while the individuals were trying to fix it. After a few days/nights working on the RV they got it moving around 11PM but by the time they got to Fat Irish the RV caught fire. Curry County Sheriffs and Harbor Fire came down to extinguish the RV, sheriffs advised owner to move RV out of the roadway and into boat launch parking lot until it can be moved. The owner removed some items the next day, left Port property and haven't been seen since. Port staff had Wes's towing move the RV to a secure location to protect the individual's personal property and an abandonment notice has been placed on the RV.
7. Pacific Seafood old dock had a broken piling, not sure how it snapped, but it was not a structural piling. Port staff was able to remove half of the broken piling.
8. Port staff found a hypodermic needle in the light fixture in the commercial basin restroom, men's side. Needle was properly picked up and disposed of in the Port's hazardous waste container.

9. Port Staff was informed of an oil spill on N & O's main dock and ramp. After watching video footage, it looks like some buckets were brought up the dock and ramp, leaking on the way to the parking lot. Owner of the vessel and deck hand cleaned spill as best as possible and contacted Harbormaster the next day. Port staff looked at the spill and determined that additional clean up was not needed and since the oil did not enter the water, the national response center did not need to be contacted of the spill.

Security

Four Aces Security Solutions and POBH recorded (103) security issues. Issues included:

- (75) Overnight parking tickets.
- (3) Vehicles missing or unable to read boat launch ticket.
- (3) Parking violations throughout the port.
- (1) No camping warnings.
- (2) Parking violations for vehicles parked in the boat launch parking lot trailer stall.
- (2) Unhitched trailer.
- (4) Maintenance report.
- (13) Unauthorized visitors on Port Property after hours

Environmental / DEQ 1200-Z Industrial Stormwater

Monthly inspections were completed as required by our Stormwater Pollution Control Plan (SWPCP). Stormwater testing was completed during the recent storms. This was the second of four required tests this year.

Upcoming Events

Art at the Port Boardwalk Exhibition starts May 15 until September 11 and will be displaying incredible talent from local artist of all ages. People's Choice Ballots will be available on the boardwalk from May 15 through September 1. Awards will be announced during Labor Day Weekend.

Curry County Cruises will be having a "Show N' Shine" May 28 & May 29.

Bigfoot Blues Festival starts May 28 from 10:00AM – 9:00PM featuring live music at noon, vendors, BBQ and a beer garden.

The Port was informed that on June 4 will be Prom night at Salmon River Golf Club. We were asked if our parking lot could be used from 8:00 PM to 11:00PM for students to park and be transported by trolley to Salmon River so they do not have to drive that road. The Prom Committee and 4 Aces Security were notified that parking tags will be suspended until midnight that night.

FINANCIAL SUMMARY REPORT

Date: May 18, 2022
Period: Month End Report of Financial Activities for April 2022
To: Honorable Board President and District Board Members
Issued by: Gary Dehlinger, Port Manager

April 2022 Financial Reports

Overview / Comments

Balance Sheet

End of the month unrestricted cash and equivalents totaled \$542,556. Restricted cash and equivalents totaled \$1,000,214 with Total Checking/Savings (cash) at \$1,542,770.

Let's pause here for a second and look back at where this Port was at financially in June 2016 and 2017.

Year	Unrestricted Cash	Restricted Cash	Total Checking/Savings	Accounts Payable
2016	\$28,616	\$39,581	\$69,289	\$481,527
2017	\$94,078	\$134,674	\$230,099	\$60,048
2022	\$542,556	\$1,000,214	\$1,542,770	\$64,032

Between 2016 and 2017, every week Kim would print out a list of vendors to be paid. Every week we had to make discussions who was getting paid until accounts payable was caught up.

April Profit & Loss per Fund

	Fund Description	Revenue	Expenses	Net
1	General Fund	\$298,852	\$322,990	(\$24,138)
2	USDA Revenue Bond Fund	\$10,884	\$0	\$10,884
3	Debt Service Fund	\$31,983	\$6,124	\$25,859
4	RV Park Improvement Debt Service Fund	\$4,810	\$4,810	\$0
5	Capital Project Fund	\$0	\$18,600	(\$18,600)
6	Port Construction Fund	\$100,318	\$0	\$100,318
7	Reserve Fund	\$2,109	\$0	\$2,109
	April Totals	\$448,956	\$352,524	\$96,432

Total revenue from all funds was \$448,956. Total expense was \$352,524. The net income for April was \$96,432.

April Revenue Centers		Expenses	Net	Debt Assigned for Payments	Debt Paid this Month
Marina	\$74,969	\$58,524	\$16,445	\$14,115	\$6,124
Beachfront RV Park	\$56,134	\$31,020	\$25,115	\$1,140	\$4,810
Commercial / Retail	\$52,452	\$22,937	\$29,515	\$21,421	\$0
Fuel Dock	\$82,701	\$59,873*	\$22,828	\$0	\$0
					\$10,934

* Fuel purchased for resale \$38,293.
Debt is listed under each revenue center which it occurred.

Unusual Revenues this month include:

	Amount	Company	Description
1	\$31,600	SDAO/SDIS	Insurance Claim to repair broken pile

Unusual expenses this month include:

	Amount	Company	Description
1	\$2,019	Harbor Logging Supply	Materials for boat yard outrigger pole rack
2	\$4,294	Pump Pipe & Tank	Filter service and replace failed sheer valves at pumps
3	\$1,843	5R Excavation	Repair water leak near motorcycle shop, asphalt work at Slugs N Stones and replace pressure reducer at Kite Field water supply line
4	\$1,013	John's Portable Welding	Cut and Weld boat yard outrigger pole rack
5	\$1,000	Crescent City Harbor	Two fillet station tables
6	\$1,488	Grants Pass Water Lab	Second required stormwater sample testing & lab report
7	\$585	Amber Espinoza	CPR & First Aid training for Port employees

Unusual transfers this month include:

	Amount		Description
1	\$100,000	From General Fund	To Port Construction Fund – RV Park Project per Budget

Fiscal Year Profit & Loss vs. Budget Performance (July 1, 2021 thru June 30, 2022)

We have completed ten (10) months of the current fiscal year. The year is 83.3% complete.

➤ **Income**

Any number above 83.3% is ahead of budget.

Total Income 68.1% or **15.2% below budget.**

Port's overall income is below budgeted expectations. This is due to the FEMA Project funding approval delay.

General Fund Program Revenue is 86.8% or **3.5% ahead of budget.**

Port's general revenue centers are ahead of budgeted expectations.

➤ **Expenses**

Any number below 83.3% is ahead of budget.

Total Expense 48.1% or **35.2% below budgeted expectations.**

This is due to FEMA Project approval delay and no spending has occurred.

General Fund Expenditure is 79.4% or **3.9% ahead of budgeted expectations.**

Port's general fund expenditures is on track of budgeted expectations.

ATTACHMENTS

- Port Balance Sheet as of April 30, 2022, 2 pages
- Profit & Loss April 2022, 3 pages
- Profit & Loss April 2022 for each Fund, 8 pages
- Profit & Loss Revenue Centers, 2 pages
- Profit & Loss Budget Performance, July 2021 thru April 2022, 4 pages
- April 2022 Check Register, 3 pages
- Vendor Summary for January through December 2022, 2 pages

Depreciation expense is not included in the budget or in our financial reports. If depreciation expense was included in the budget it would be difficult to balance the budget, and depreciation is not a cash expense, required under Generally Accepted Accounting Principles (GAAP), but not Governmental Accounting Standards Board (GASB).

**Port of Brookings Harbor
Balance Sheet**

As of April 30, 2022

Cash Basis

	Apr 30, 22
ASSETS	
Current Assets	
Checking/Savings	
100 · UNRESTRICTED CASH & EQUIVALENTS	
101 · GENERAL FUND CHECKING & LGIP	
10103 · General Funds Ckg Umpqua 3634	205,119.90
10104 · RCU Business Ownership 0687	17.96
10105 · RCU Business Savings 0600	10.00
10106 · General Fund LGIP 6017	302,536.85
10107 · Dredging Fund LGIP 6254	32,697.24
Total 101 · GENERAL FUND CHECKING & LGIP	540,381.95
10101 · Petty Cash	464.01
10102 · COUNTER CASH	
10102.1 · Office/Reception Cash Drawer	400.00
10102.2 · RV Park Cash Drawer	510.00
10102.3 · Fuel Dock Cash Drawer	800.00
Total 10102 · COUNTER CASH	1,710.00
Total 100 · UNRESTRICTED CASH & EQUIVALENTS	542,555.96
110 · RESTRICTED CASH & EQUIVALENTS	
104 · RESTRICTED MONEY MKT & CHECKING	
20104 · USDA BOND Umpqua MM 9529	2,520.81
30104 · Debt Service Umpqua MM 8627	2,515.94
40104 · Capital Projects Umpqua 8018	2,500.00
Total 104 · RESTRICTED MONEY MKT & CHECKING	7,536.75
105 · RESTRICTED LGIP	
20105 · USDA Bond Fund LGIP 6021	78,501.68
30105 · IFA Debt Service Fund LGIP 6020	46,335.55
50105 · Reserve Fund LGIP 6018	211,499.39
70105 · Capital Projects LGIP 6273	
70105.2 · Port Construction Fund	656,341.00
Total 70105 · Capital Projects LGIP 6273	656,341.00
Total 105 · RESTRICTED LGIP	992,677.62
Total 110 · RESTRICTED CASH & EQUIVALENTS	1,000,214.37
Total Checking/Savings	1,542,770.33
Accounts Receivable	
120 · ACCOUNTS RECEIVABLE	-36,709.85
Total Accounts Receivable	-36,709.85
Other Current Assets	
130 · DUE FROM TRANSFERS	
40130 · Due From Capital Projects	82,393.79
Total 130 · DUE FROM TRANSFERS	82,393.79
150 · Undeposited Funds	7,268.74
Total Other Current Assets	89,662.53
Total Current Assets	1,595,723.01
TOTAL ASSETS	1,595,723.01
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
106 · RCU VISA ACCT	1,436.14
106.1 · RCU Business Ownership 0687	17.96

**Port of Brookings Harbor
Balance Sheet**

As of April 30, 2022

Cash Basis

	Apr 30, 22
106.2 · RCU Business Savings 0600	10.00
Total Credit Cards	1,464.10
Other Current Liabilities	
100222 · Payroll Liabilities	
10222 · HealthCare Premium - Dependent	-1,032.91
10224 · SEP IRA	230.84
10225 · P/R Taxes Payable	
10225.1 · Fed P/R Taxes Payable	4,530.70
10225.2 · WBF	20.42
10225.3 · State P/R Tax Payable	2,044.41
Total 10225 · P/R Taxes Payable	6,595.53
Total 100222 · Payroll Liabilities	5,793.46
10226 · Lodging Tax Payable	25,934.21
230 · DUE TO TRANSFERS	
40230 · Due To General Fund from CP	82,393.79
Total 230 · DUE TO TRANSFERS	82,393.79
Total Other Current Liabilities	114,121.46
Total Current Liabilities	115,585.56
Total Liabilities	115,585.56
Equity	
300 · Fund Balance	
301 · Unappropriated Balance	
10301 · General Fund Unappropriated Bal	532,465.33
20301 · Revenue Bond Unappropriate Bal	102,351.92
30301 · Debt Service Unappropriated Bal	22,758.51
40301 · Capital Project Unappropriated	40,430.77
50301 · Reserve Fund Unappropriated Bal	186,938.63
70301 · Port Const. Fund Unappropriated	569,448.67
Total 301 · Unappropriated Balance	1,454,393.83
302 · Appropriated Carryover	
10302 · General Fund Appropriated Carry	-532,465.33
20302 · Revenue Bond Appropriated Carry	-102,351.92
30302 · Debt Service Appropriated Carry	-22,758.51
40302 · Capital Proj Appropriated Carry	-40,430.77
50302 · Reserve Fund Appropriated Carry	-186,938.63
70302 · Port Const. Fund Appropriated	-569,448.67
Total 302 · Appropriated Carryover	-1,454,393.83
Total 300 · Fund Balance	0.00
Net Income	1,480,137.45
Total Equity	1,480,137.45
TOTAL LIABILITIES & EQUITY	1,595,723.01

**Port of Brookings Harbor
Profit & Loss**

Cash Basis

April 2022

	Apr 22
Income	
400 · REVENUES	
401 · GENERAL FUND REVENUES	
10412 · Property Tax Current	752.62
10413 · Property Tax Prior	49.02
10414 · Interest General Fund	194.11
10418 · Miscellaneous	31,600.44
	32,596.19
Total 401 · GENERAL FUND REVENUES	
402 · GENERAL FUND PROGRAM REVENUES	
10421 · MARINA	
10421.2 · MOORAGE	
10421.3 · Commercial Slip Rent	20,372.11
10421.4 · Recreational Slip Rent	39,275.79
10421.5 · Transient	1,310.76
10421.6 · Other Moorage	165.00
	61,123.66
Total 10421.2 · MOORAGE	
10422 · Boat Launch	865.00
10423 · STORAGE	
10423.1 · Gear Storage	7,575.78
10423.2 · Boat Storage	1,084.00
	8,659.78
Total 10423 · STORAGE	
10424 · ADMINISTRATIVE FEES	490.96
10425 · MARINE SERVICES	
10425.1 · Travelift	2,125.00
10425.2 · 12 K Telehandler	1,452.00
10425.3 · Other Sales & Fees	80.00
10425.4 · Public Hoist	122.50
	3,779.50
Total 10425 · MARINE SERVICES	
10426 · PROPERTY GROUND EVENT USE	50.00
	74,968.90
Total 10421 · MARINA	
10427 · BEACHFRONT RV PARK	
10427.1 · Space Rental	53,454.41
10427.2 · Other Sales & Fees	2,680.00
	56,134.41
Total 10427 · BEACHFRONT RV PARK	
10428 · COMMERCIAL RETAIL	
10428.1 · Retail Property	28,015.92
10428.2 · Docks	22,124.54
10428.3 · CPI and Other Fees	2,311.14
	52,451.60
Total 10428 · COMMERCIAL RETAIL	
10429 · FUEL DOCK	82,701.09
	266,256.00
Total 402 · GENERAL FUND PROGRAM REVEN...	
420 · USDA REVENUE BOND FUND	
20414 · Interest Revenue Bond Fund	40.65
20419 · Transfer to USDA Bond Fund	10,843.00
	10,883.65
Total 420 · USDA REVENUE BOND FUND	
430 · DEBT SERVICE FUND REVENUE	

**Port of Brookings Harbor
Profit & Loss**

Cash Basis

April 2022

	Apr 22
30414 · Interest Debt Service Fund	24.05
30419 · Transfer to Debt Service Fund	31,958.71
Total 430 · DEBT SERVICE FUND REVENUE	31,982.76
450 · RESERVE FUND REVENUE	
50414 · Interest Reserve Fund	109.46
50419 · Transfer to Reserve Fund	2,000.00
Total 450 · RESERVE FUND REVENUE	2,109.46
460 · DEBT SERV. RV PARK IMPROV. FUND	
60419 · Transfer OR FFC 2020 Debt Serv.	4,809.87
Total 460 · DEBT SERV. RV PARK IMPROV. FUND	4,809.87
470 · PORT CONSTRUCTION FUND REVENUE	
70414 · Interest Port Construction Fund	318.19
70419 · Transfers to Port Const. Fund	100,000.00
Total 470 · PORT CONSTRUCTION FUND REVE...	100,318.19
Total 400 · REVENUES	448,956.12
Total Income	448,956.12
Gross Profit	448,956.12
Expense	
600 · GENERAL FUND EXPENDITURES	
10900 · Operating Transfers Out General	149,611.58
500 · PERSONNEL SERVICES	
10502 · Office Staff	20,856.54
10504 · Operations Staff	20,143.18
10506 · Overtime	212.50
10508 · Payroll Taxes/Costs/Benefits	
10508.2 · Sick Leave Benefit	248.78
10508.3 · Vacation	1,304.22
10508.4 · Payroll Taxes	4,518.57
10508.5 · SEP Retirement	4,276.43
Total 10508 · Payroll Taxes/Costs/Benefits	10,348.00
10510 · Health Care and Dental	8,809.68
Total 500 · PERSONNEL SERVICES	60,369.90
601 · GENERAL FUND Material & Service	
10601 · ADVERTISING & NOTIFICATIONS	66.76
10602 · REPAIRS & MAINTENANCE	
10602.1 · Equip. Repair/Maintenance	2,777.08
10602.2 · Supplies	16,421.21
10602.3 · Services	11,017.79
Total 10602 · REPAIRS & MAINTENANCE	30,216.08
10603 · FUEL purchased for resale	38,292.54
10605 · UTILITIES	
10605.1 · Electric	9,639.33
10605.2 · RV Park Cable TV	595.08
10605.3 · Sanitary	3,138.77
10605.5 · Telecommunications	882.03
10605.6 · Waste Removal	6,203.26

**Port of Brookings Harbor
Profit & Loss**

Cash Basis

April 2022

	Apr 22
10605.7 · Water	1,692.48
Total 10605 · UTILITIES	22,150.95
10606 · OFFICE EXPENSE	1,422.10
10607 · BANK SERVICE & FINANCE FEES	4,445.04
10608 · TRAINING & TRAVEL	9.95
10609 · PERMITS, LICENSES, TAXES & MISC	369.70
10610 · INSURANCE; PROP & CAS, BOND	10,328.59
10611 · PROFESSIONAL FEES	
10611.2 · Attorney	4,387.50
10611.4 · Other Support/Consultant	1,319.49
Total 10611 · PROFESSIONAL FEES	5,706.99
Total 601 · GENERAL FUND Material & Service	113,008.70
Total 600 · GENERAL FUND EXPENDITURES	322,990.18
630 · DEBT SERVICE FUND EXPENDITURES	
801 · Principal	
30803P · 50 BFMII Travelift Principal	4,260.70
30804P · 2018 Genie Forklift Principal	1,222.60
Total 801 · Principal	5,483.30
810 · Interest Payments	
30813I · 50 BFMII Travelift Interest	398.30
30814I · 2018 Genie Forklift Interest	242.11
Total 810 · Interest Payments	640.41
Total 630 · DEBT SERVICE FUND EXPENDITURES	6,123.71
640 · CAPT. PROJ. EXPENDITURES	
740 · CAPT. PROJ. CAPITAL OUTLAY	
40702 · Land Improvement - Capt Proj	
40702.1 · Engineering/Consultants	18,600.28
Total 40702 · Land Improvement - Capt Proj	18,600.28
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	18,600.28
Total 640 · CAPT. PROJ. EXPENDITURES	18,600.28
660 · DEBT SERV. RV PARK EXPENDITURES	
60806P · RV Park Improv. Loan Principal	3,256.80
60815I · RV Park Improv. Loan Interest	1,553.07
Total 660 · DEBT SERV. RV PARK EXPENDITURES	4,809.87
Total Expense	352,524.04
Net Income	96,432.08

Port of Brookings Harbor
Profit & Loss General Fund
 April 2022

	Apr 22
Income	
400 · REVENUES	
401 · GENERAL FUND REVENUES	
10412 · Property Tax Current	752.62
10413 · Property Tax Prior	49.02
10414 · Interest General Fund	194.11
10418 · Miscellaneous	31,600.44
Total 401 · GENERAL FUND REVENUES	32,596.19
402 · GENERAL FUND PROGRAM REVENUES	
10421 · MARINA	
10421.2 · MOORAGE	
10421.3 · Commercial Slip Rent	20,372.11
10421.4 · Recreational Slip Rent	39,275.79
10421.5 · Transient	1,310.76
10421.6 · Other Moorage	165.00
Total 10421.2 · MOORAGE	61,123.66
10422 · Boat Launch	865.00
10423 · STORAGE	
10423.1 · Gear Storage	7,575.78
10423.2 · Boat Storage	1,084.00
Total 10423 · STORAGE	8,659.78
10424 · ADMINISTRATIVE FEES	490.96
10425 · MARINE SERVICES	
10425.1 · Travelift	2,125.00
10425.2 · 12 K Telehandler	1,452.00
10425.3 · Other Sales & Fees	80.00
10425.4 · Public Hoist	122.50
Total 10425 · MARINE SERVICES	3,779.50
10426 · PROPERTY GROUND EVENT USE	50.00
Total 10421 · MARINA	74,968.90
10427 · BEACHFRONT RV PARK	
10427.1 · Space Rental	53,454.41
10427.2 · Other Sales & Fees	2,680.00
Total 10427 · BEACHFRONT RV PARK	56,134.41
10428 · COMMERCIAL RETAIL	
10428.1 · Retail Property	28,015.92
10428.2 · Docks	22,124.54
10428.3 · CPI and Other Fees	2,311.14
Total 10428 · COMMERCIAL RETAIL	52,451.60
10429 · FUEL DOCK	82,701.09
Total 402 · GENERAL FUND PROGRAM REVENUES	266,256.00
Total 400 · REVENUES	298,852.19
Total Income	298,852.19
Gross Profit	298,852.19
Expense	
600 · GENERAL FUND EXPENDITURES	
10900 · Operating Transfers Out General	149,611.58
500 · PERSONNEL SERVICES	
10502 · Office Staff	20,856.54
10504 · Operations Staff	20,143.18
10506 · Overtime	212.50
10508 · Payroll Taxes/Costs/Benefits	

**Port of Brookings Harbor
 Profit & Loss General Fund
 April 2022**

	Apr 22
10508.2 · Sick Leave Benefit	248.78
10508.3 · Vacation	1,304.22
10508.4 · Payroll Taxes	4,518.57
10508.5 · SEP Retirement	4,276.43
Total 10508 · Payroll Taxes/Costs/Benefits	10,348.00
10510 · Health Care and Dental	8,809.68
Total 500 · PERSONNEL SERVICES	60,369.90
601 · GENERAL FUND Material & Service	
10601 · ADVERTISING & NOTIFICATIONS	66.76
10602 · REPAIRS & MAINTENANCE	
10602.1 · Equip. Repair/Maintenance	2,777.08
10602.2 · Supplies	16,421.21
10602.3 · Services	11,017.79
Total 10602 · REPAIRS & MAINTENANCE	30,216.08
10603 · FUEL purchased for resale	38,292.54
10605 · UTILITIES	
10605.1 · Electric	9,639.33
10605.2 · RV Park Cable TV	595.08
10605.3 · Sanitary	3,138.77
10605.5 · Telecommunications	882.03
10605.6 · Waste Removal	6,203.26
10605.7 · Water	1,692.48
Total 10605 · UTILITIES	22,150.95
10606 · OFFICE EXPENSE	1,422.10
10607 · BANK SERVICE & FINANCE FEES	4,445.04
10608 · TRAINING & TRAVEL	9.95
10609 · PERMITS, LICENSES, TAXES & MISC	369.70
10610 · INSURANCE; PROP & CAS, BOND	10,328.59
10611 · PROFESSIONAL FEES	
10611.2 · Attorney	4,387.50
10611.4 · Other Support/Consultant	1,319.49
Total 10611 · PROFESSIONAL FEES	5,706.99
Total 601 · GENERAL FUND Material & Service	113,008.70
Total 600 · GENERAL FUND EXPENDITURES	322,990.18
Total Expense	322,990.18
Net Income	-24,137.99

11:55 AM
05/05/22
Cash Basis

Port of Brookings Harbor
Profit & Loss USDA Revenue Bond Fund
April 2022

	<u>Apr 22</u>
Income	
400 · REVENUES	
420 · USDA REVENUE BOND FUND	
20414 · Interest Revenue Bond Fund	40.65
20419 · Transfer to USDA Bond Fund	<u>10,843.00</u>
Total 420 · USDA REVENUE BOND FUND	<u>10,883.65</u>
Total 400 · REVENUES	<u>10,883.65</u>
Total Income	<u>10,883.65</u>
Gross Profit	<u>10,883.65</u>
Expense	<u>0.00</u>
Net Income	<u><u>10,883.65</u></u>

Port of Brookings Harbor
Profit & Loss Debt Service Fund
April 2022

	<u>Apr 22</u>
Income	
400 · REVENUES	
430 · DEBT SERVICE FUND REVENUE	
30414 · Interest Debt Service Fund	24.05
30419 · Transfer to Debt Service Fund	31,958.71
Total 430 · DEBT SERVICE FUND REVENUE	<u>31,982.76</u>
Total 400 · REVENUES	<u>31,982.76</u>
Total Income	<u>31,982.76</u>
Gross Profit	31,982.76
Expense	
630 · DEBT SERVICE FUND EXPENDITURES	
801 · Principal	
30803P · 50 BFMII Travelift Principal	4,260.70
30804P · 2018 Genie Forklift Principal	1,222.60
Total 801 · Principal	<u>5,483.30</u>
810 · Interest Payments	
30813I · 50 BFMII Travelift Interest	398.30
30814I · 2018 Genie Forklift Interest	242.11
Total 810 · Interest Payments	<u>640.41</u>
Total 630 · DEBT SERVICE FUND EXPENDITURES	<u>6,123.71</u>
Total Expense	<u>6,123.71</u>
Net Income	<u><u>25,859.05</u></u>

Port of Brookings Harbor
Profit & Loss Debt Service RV Park Fund
April 2022

	<u>Apr 22</u>
Income	
400 · REVENUES	
460 · DEBT SERV. RV PARK IMPROV. FUND	
60419 · Transfer OR FFC 2020 Debt Serv.	4,809.87
Total 460 · DEBT SERV. RV PARK IMPROV. FUND	<u>4,809.87</u>
Total 400 · REVENUES	<u>4,809.87</u>
Total Income	<u>4,809.87</u>
Gross Profit	4,809.87
Expense	
660 · DEBT SERV. RV PARK EXPENDITURES	
60806P · RV Park Improv. Loan Principal	3,256.80
60815I · RV Park Improv. Loan Interest	1,553.07
Total 660 · DEBT SERV. RV PARK EXPENDITURES	<u>4,809.87</u>
Total Expense	<u>4,809.87</u>
Net Income	<u><u>0.00</u></u>

11:54 AM
05/05/22
Cash Basis

Port of Brookings Harbor
Profit & Loss Capital Projects Fund
April 2022

	<u>Apr 22</u>
Expense	
640 · CAPT. PROJ. EXPENDITURES	
740 · CAPT. PROJ. CAPITAL OUTLAY	
40702 · Land Improvement - Capt Proj	
40702.1 · Engineering/Consultants	18,600.28
Total 40702 · Land Improvement - Capt Proj	<u>18,600.28</u>
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	<u>18,600.28</u>
Total 640 · CAPT. PROJ. EXPENDITURES	<u>18,600.28</u>
Total Expense	<u>18,600.28</u>
Net Income	<u><u>-18,600.28</u></u>

11:57 AM
05/05/22
Cash Basis

Port of Brookings Harbor
Profit & Loss Port Construction Fund
April 2022

	Apr 22
Income	
400 · REVENUES	
470 · PORT CONSTRUCTION FUND REVENUE	
70414 · Interest Port Construction Fund	318.19
70419 · Transfers to Port Const. Fund	100,000.00
Total 470 · PORT CONSTRUCTION FUND REVENUE	100,318.19
Total 400 · REVENUES	100,318.19
Total Income	100,318.19
Gross Profit	100,318.19
Expense	0.00
Net Income	100,318.19

12:00 PM
05/05/22
Cash Basis

Port of Brookings Harbor
Profit & Loss Reserve Fund
April 2022

	<u>Apr 22</u>
Income	
400 · REVENUES	
450 · RESERVE FUND REVENUE	
50414 · Interest Reserve Fund	109.46
50419 · Transfer to Reserve Fund	2,000.00
	<u>2,109.46</u>
Total 450 · RESERVE FUND REVENUE	2,109.46
Total 400 · REVENUES	<u>2,109.46</u>
Total Income	<u>2,109.46</u>
Gross Profit	2,109.46
Expense	<u>0.00</u>
Net Income	<u><u>2,109.46</u></u>

Port of Brookings Harbor
REVENUE CENTERS Profit & Loss

April 2022

	BEACHFRONT RV PA... (GENERAL FUND)	COMMERCIAL RETAIL (GENERAL FUND)	FUEL DOCK (GENERAL FUND)	MAP GRANT (MARINA)	MARINA - Other (MARINA)	Total MARINA (GENERAL FUND)	GENERAL FUND - Oth... (GENERAL FUND)	Total GENERAL FUND	TOTAL
Income									
400 - REVENUES									
401 - GENERAL FUND REVENUES									
10412 - Property Tax Current	0.00	0.00	0.00	0.00	0.00	0.00	752.62	752.62	752.62
10413 - Property Tax Prior	0.00	0.00	0.00	0.00	0.00	0.00	49.02	49.02	49.02
10414 - Interest General Fund	0.00	0.00	0.00	0.00	0.00	0.00	194.11	194.11	194.11
10418 - Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	31,600.44	31,600.44	31,600.44
Total 401 - GENERAL FUND REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	32,596.19	32,596.19	32,596.19
402 - GENERAL FUND PROGRAM REVENUES									
10421 - MARINA									
10421.2 - MOORAGE									
10421.3 - Commercial Slip Rent	0.00	0.00	0.00	0.00	20,372.11	20,372.11	0.00	20,372.11	20,372.11
10421.4 - Recreational Slip Rent	0.00	0.00	0.00	0.00	39,275.79	39,275.79	0.00	39,275.79	39,275.79
10421.5 - Transient	0.00	0.00	0.00	0.00	1,310.76	1,310.76	0.00	1,310.76	1,310.76
10421.6 - Other Moorage	0.00	0.00	0.00	0.00	165.00	165.00	0.00	165.00	165.00
Total 10421.2 - MOORAGE	0.00	0.00	0.00	0.00	61,123.66	61,123.66	0.00	61,123.66	61,123.66
10422 - Boat Launch	0.00	0.00	0.00	0.00	865.00	865.00	0.00	865.00	865.00
10423 - STORAGE									
10423.1 - Gear Storage	0.00	0.00	0.00	0.00	7,575.78	7,575.78	0.00	7,575.78	7,575.78
10423.2 - Boat Storage	0.00	0.00	0.00	0.00	1,084.00	1,084.00	0.00	1,084.00	1,084.00
Total 10423 - STORAGE	0.00	0.00	0.00	0.00	8,659.78	8,659.78	0.00	8,659.78	8,659.78
10424 - ADMINISTRATIVE FEES	0.00	0.00	0.00	0.00	490.96	490.96	0.00	490.96	490.96
10425 - MARINE SERVICES									
10425.1 - Travelift	0.00	0.00	0.00	0.00	2,125.00	2,125.00	0.00	2,125.00	2,125.00
10425.2 - 12 K Telehandler	0.00	0.00	0.00	0.00	1,452.00	1,452.00	0.00	1,452.00	1,452.00
10425.3 - Other Sales & Fees	0.00	0.00	0.00	0.00	80.00	80.00	0.00	80.00	80.00
10425.4 - Public Hoist	0.00	0.00	0.00	0.00	122.50	122.50	0.00	122.50	122.50
Total 10425 - MARINE SERVICES	0.00	0.00	0.00	0.00	3,779.50	3,779.50	0.00	3,779.50	3,779.50
10426 - PROPERTY GROUND EVENT USE	0.00	0.00	0.00	0.00	50.00	50.00	0.00	50.00	50.00
Total 10421 - MARINA	0.00	0.00	0.00	0.00	74,968.90	74,968.90	0.00	74,968.90	74,968.90
10427 - BEACHFRONT RV PARK									
10427.1 - Space Rental	53,454.41	0.00	0.00	0.00	0.00	0.00	0.00	53,454.41	53,454.41
10427.2 - Other Sales & Fees	2,680.00	0.00	0.00	0.00	0.00	0.00	0.00	2,680.00	2,680.00
Total 10427 - BEACHFRONT RV PARK	56,134.41	0.00	0.00	0.00	0.00	0.00	0.00	56,134.41	56,134.41
10428 - COMMERCIAL RETAIL									
10428.1 - Retail Property	0.00	28,015.92	0.00	0.00	0.00	0.00	0.00	28,015.92	28,015.92
10428.2 - Docks	0.00	22,124.54	0.00	0.00	0.00	0.00	0.00	22,124.54	22,124.54
10428.3 - CPI and Other Fees	0.00	2,311.14	0.00	0.00	0.00	0.00	0.00	2,311.14	2,311.14
Total 10428 - COMMERCIAL RETAIL	0.00	52,451.60	0.00	0.00	0.00	0.00	0.00	52,451.60	52,451.60
10429 - FUEL DOCK	0.00	0.00	82,701.09	0.00	0.00	0.00	0.00	82,701.09	82,701.09
Total 402 - GENERAL FUND PROGRAM REVENUES	56,134.41	52,451.60	82,701.09	0.00	74,968.90	74,968.90	0.00	266,256.00	266,256.00
Total 400 - REVENUES	56,134.41	52,451.60	82,701.09	0.00	74,968.90	74,968.90	32,596.19	298,852.19	298,852.19
Total Income	56,134.41	52,451.60	82,701.09	0.00	74,968.90	74,968.90	32,596.19	298,852.19	298,852.19
Gross Profit	56,134.41	52,451.60	82,701.09	0.00	74,968.90	74,968.90	32,596.19	298,852.19	298,852.19
Expense									
600 - GENERAL FUND EXPENDITURES									
10900 - Operating Transfers Out General	0.00	0.00	0.00	0.00	0.00	0.00	149,611.58	149,611.58	149,611.58
500 - PERSONNEL SERVICES									
10502 - Office Staff	6,853.06	3,771.82	3,771.82	0.00	6,459.82	6,459.82	0.00	20,856.54	20,856.54
10504 - Operations Staff	2,746.01	5,799.63	5,799.63	0.00	5,799.91	5,799.91	0.00	20,143.18	20,143.18
10506 - Overtime	96.90	25.09	25.09	0.00	65.42	65.42	0.00	212.50	212.50
10508 - Payroll Taxes/Costs/Benefits									
10508.2 - Sick Leave Benefit	31.23	72.51	72.52	0.00	72.52	72.52	0.00	248.78	248.78
10508.3 - Vacation	845.28	152.97	152.98	0.00	152.99	152.99	0.00	1,304.22	1,304.22
10508.4 - Payroll Taxes	1,116.62	1,034.66	1,034.66	0.00	1,332.63	1,332.63	0.00	4,518.57	4,518.57
10508.5 - SEP Retirement	1,057.25	982.04	982.07	0.00	1,255.07	1,255.07	0.00	4,276.43	4,276.43
Total 10508 - Payroll Taxes/Costs/Benefits	3,050.38	2,242.18	2,242.23	0.00	2,813.21	2,813.21	0.00	10,348.00	10,348.00
10510 - Health Care and Dental	2,402.64	1,801.98	1,801.98	0.00	2,803.08	2,803.08	0.00	8,809.68	8,809.68
Total 500 - PERSONNEL SERVICES	15,146.01	13,639.70	13,639.75	0.00	17,941.44	17,941.44	0.00	60,369.90	60,369.90

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Port of Brookings Harbor
REVENUE CENTERS Profit & Loss

April 2022

	BEACHFRONT RV PA... (GENERAL FUND)	COMMERCIAL RETAIL (GENERAL FUND)	FUEL DOCK (GENERAL FUND)	MAP GRANT (MARINA)	MARINA - Other (MARINA)	Total MARINA (GENERAL FUND)	GENERAL FUND - Oth... (GENERAL FUND)	Total GENERAL FUND	TOTAL
601 - GENERAL FUND Material & Service									
10601 - ADVERTISING & NOTIFICATIONS	5.01	5.01	5.00	0.00	61.74	61.74	0.00	66.76	66.76
10602 - REPAIRS & MAINTENANCE									
10602.1 - Equip. Repair/Maintenance	0.00	0.00	0.00	0.00	2,777.09	2,777.09	0.00	2,777.09	2,777.09
10602.2 - Supplies	3,280.69	1,025.31	534.32	1,025.13	10,555.85	11,580.98	0.00	16,421.21	16,421.21
10602.3 - Services	1,429.57	2,437.07	4,440.27	0.00	2,710.88	2,710.88	0.00	11,017.79	11,017.79
Total 10602 - REPAIRS & MAINTENANCE	4,710.17	3,462.38	4,974.59	1,025.13	16,043.81	17,068.94	0.00	30,216.08	30,216.08
10603 - FUEL purchased for resale	0.00	0.00	38,282.54	0.00	0.00	0.00	0.00	38,282.54	38,282.54
10605 - UTILITIES									
10605.1 - Electric	2,170.02	698.48	81.62	0.00	8,689.21	8,689.21	0.00	9,639.33	9,639.33
10605.2 - RV Park Cable TV	595.08	0.00	0.00	0.00	0.00	0.00	0.00	595.08	595.08
10605.3 - Sanitary	497.50	1,241.91	33.14	0.00	1,366.22	1,366.22	0.00	3,138.77	3,138.77
10605.5 - Telecommunications	178.53	0.00	38.86	0.00	864.84	864.84	0.00	882.03	882.03
10605.6 - Waste Removal	1,805.46	102.00	0.00	0.00	4,295.80	4,295.80	0.00	6,203.26	6,203.26
10605.7 - Water	362.86	233.40	0.00	0.00	1,096.22	1,096.22	0.00	1,692.48	1,692.48
Total 10605 - UTILITIES	5,809.45	2,275.79	153.42	0.00	14,112.29	14,112.29	0.00	22,150.95	22,150.95
10606 - OFFICE EXPENSE	269.26	269.24	269.27	0.00	614.31	614.31	0.00	1,422.10	1,422.10
10607 - BANK SERVICE & FINANCE FEES	2,354.89	0.10	1,078.25	0.00	1,011.89	1,011.89	0.00	4,445.04	4,445.04
10608 - TRAINING & TRAVEL	2.49	2.48	2.48	0.00	2.49	2.49	0.00	9.95	9.95
10609 - PERMITS, LICENSES, TAXES & MISC	250.00	0.00	0.00	0.00	119.70	119.70	0.00	369.70	369.70
10610 - INSURANCE; PROP & CAS, BOND	876.84	1,982.59	158.17	0.00	7,310.99	7,310.99	0.00	10,328.59	10,328.59
10611 - PROFESSIONAL FEES									
10611.2 - Attorney	1,098.88	1,098.87	1,086.87	0.00	1,098.88	1,098.88	0.00	4,387.50	4,387.50
10611.4 - Other Support/Consultant	695.71	202.90	202.92	0.00	217.98	217.98	0.00	1,319.49	1,319.49
Total 10611 - PROFESSIONAL FEES	1,782.59	1,299.77	1,299.79	0.00	1,314.84	1,314.84	0.00	5,706.99	5,706.99
Total 601 - GENERAL FUND Material & Service	15,870.63	9,297.36	48,233.52	1,025.13	40,582.06	41,807.19	0.00	113,008.70	113,008.70
Total 600 - GENERAL FUND EXPENDITURES	31,019.64	22,937.06	59,873.27	1,025.13	58,523.50	59,548.63	149,611.58	322,990.18	322,990.18
Total Expense	31,019.64	22,937.06	59,873.27	1,025.13	58,523.50	59,548.63	149,611.58	322,990.18	322,990.18
Net Income	25,114.77	29,514.54	22,827.82	-1,025.13	16,445.40	15,420.27	-117,015.39	-24,137.99	-24,137.99

Port of Brookings Harbor
Profit & Loss Budget Performance
July 2021 through April 2022

Cash Basis

	Jul '21 - Apr 22	Budget	% of Budget
Income			
400 · REVENUES			
401 · GENERAL FUND REVENUES			
10411 · Cash Carry Over	532,465.33	532,000.00	100.1%
10412 · Property Tax Current	250,081.90	260,000.00	96.2%
10413 · Property Tax Prior	9,283.25	9,000.00	103.1%
10414 · Interest General Fund	1,809.55	2,000.00	90.5%
10415 · Loans - General Fund	0.00	0.00	0.0%
10417 · Assets Sales	18,520.00	20,000.00	92.6%
10418 · Miscellaneous	97,653.48	51,720.00	188.8%
10420 · Grants & Other Funding - GF	10,000.00	20,000.00	50.0%
Total 401 · GENERAL FUND REVENUES	919,813.51	894,720.00	102.8%
402 · GENERAL FUND PROGRAM REVENUES			
10421 · MARINA			
10421.2 · MOORAGE			
10421.3 · Commercial Slip Rent	129,660.59		
10421.4 · Recreational Slip Rent	291,130.65		
10421.5 · Transient	11,510.24	0.00	100.0%
10421.6 · Other Moorage	8,325.00		
10421.2 · MOORAGE - Other	0.00	735,000.00	0.0%
Total 10421.2 · MOORAGE	440,626.48	735,000.00	59.9%
10422 · Boat Launch	24,153.10		
10423 · STORAGE			
10423.1 · Gear Storage	55,699.34		
10423.2 · Boat Storage	24,353.24		
Total 10423 · STORAGE	80,052.58		
10424 · ADMINISTRATIVE FEES	8,052.26	0.00	100.0%
10425 · MARINE SERVICES			
10425.1 · Travelift	25,917.00	0.00	100.0%
10425.2 · 12 K Telehandler	9,469.40	0.00	100.0%
10425.3 · Other Sales & Fees	23,702.33		
10425.4 · Public Hoist	5,336.50		
10425 · MARINE SERVICES - Other	0.00	0.00	0.0%
Total 10425 · MARINE SERVICES	64,425.23	0.00	100.0%
10426 · PROPERTY GROUND EVENT USE	3,856.00		
Total 10421 · MARINA	621,165.65	735,000.00	84.5%
10427 · BEACHFRONT RV PARK			
10427.1 · Space Rental	625,274.17	800,000.00	78.2%
10427.2 · Other Sales & Fees	37,691.32	0.00	100.0%
Total 10427 · BEACHFRONT RV PARK	662,965.49	800,000.00	82.9%
10428 · COMMERCIAL RETAIL			
10428.1 · Retail Property	285,061.37	0.00	100.0%
10428.2 · Docks	155,523.98	0.00	100.0%
10428.3 · CPI and Other Fees	33,698.97	0.00	100.0%
10428 · COMMERCIAL RETAIL - Other	0.00	590,280.00	0.0%
Total 10428 · COMMERCIAL RETAIL	474,284.32	590,280.00	80.3%
10429 · FUEL DOCK	824,963.55	850,000.00	97.1%
Total 402 · GENERAL FUND PROGRAM REVENUES	2,583,379.01	2,975,280.00	86.8%
420 · USDA REVENUE BOND FUND			
20411 · Cash Carry Over - USDA Revenue	102,351.92	102,380.00	100.0%
20414 · Interest Revenue Bond Fund	360.57	500.00	72.1%
20419 · Transfer to USDA Bond Fund	108,430.00	130,120.00	83.3%
Total 420 · USDA REVENUE BOND FUND	211,142.49	233,000.00	90.6%

Port of Brookings Harbor
Profit & Loss Budget Performance
July 2021 through April 2022

Cash Basis

	Jul '21 - Apr 22	Budget	% of Budget
430 · DEBT SERVICE FUND REVENUE			
30411 · Cash Carry Over - Debt Service	22,758.51	27,420.00	83.0%
30414 · Interest Debt Service Fund	242.98	450.00	54.0%
30419 · Transfer to Debt Service Fund	334,403.10	423,485.00	79.0%
Total 430 · DEBT SERVICE FUND REVENUE	357,404.59	451,355.00	79.2%
440 · CAPITAL PROJECTS FUND REVENUE			
40411 · Cash Carry Over - Capt Proj	40,430.77	40,000.00	101.1%
40416 · Government Funding			
40416.2 · FEMA Funding	0.00	0.00	0.0%
40416.3 · State Lottery Funding	0.00	0.00	0.0%
40416 · Government Funding - Other	0.00	1,860,000.00	0.0%
Total 40416 · Government Funding	0.00	1,860,000.00	0.0%
40419 · Transfer to Capital Project	0.00	0.00	0.0%
Total 440 · CAPITAL PROJECTS FUND REVENUE	40,430.77	1,900,000.00	2.1%
450 · RESERVE FUND REVENUE			
50411 · Cash Carry Over - Reserve Fund	186,938.63	186,575.00	100.2%
50414 · Interest Reserve Fund	856.76	1,200.00	71.4%
50419 · Transfer to Reserve Fund	23,704.00	34,000.00	69.7%
Total 450 · RESERVE FUND REVENUE	211,499.39	221,775.00	95.4%
460 · DEBT SERV. RV PARK IMPROV. FUND			
60411 · Cash Carry Over - OR FFC 2020	0.00	0.00	0.0%
60419 · Transfer OR FFC 2020 Debt Serv.	48,098.70	57,718.00	83.3%
Total 460 · DEBT SERV. RV PARK IMPROV. FUND	48,098.70	57,718.00	83.3%
470 · PORT CONSTRUCTION FUND REVENUE			
70411 · Cash Carry Over - Port Const.	569,448.67	575,000.00	99.0%
70414 · Interest Port Construction Fund	2,454.73	2,000.00	122.7%
70419 · Transfers to Port Const. Fund	100,000.00	100,000.00	100.0%
Total 470 · PORT CONSTRUCTION FUND REVENUE	671,903.40	677,000.00	99.2%
Total 400 · REVENUES	5,043,671.86	7,410,848.00	68.1%
Total Income	5,043,671.86	7,410,848.00	68.1%
Gross Profit	5,043,671.86	7,410,848.00	68.1%
Expense			
600 · GENERAL FUND EXPENDITURES			
10900 · Operating Transfers Out General	614,635.80	745,323.00	82.5%
500 · PERSONNEL SERVICES			
10502 · Office Staff	211,373.12	279,270.00	75.7%
10504 · Operations Staff	193,629.01	250,000.00	77.5%
10506 · Overtime	4,677.00	7,255.00	64.5%
10508 · Payroll Taxes/Costs/Benefits			
10508.1 · Paid Holidays	13,108.32	0.00	100.0%
10508.2 · Sick Leave Benefit	7,754.89	0.00	100.0%
10508.3 · Vacation	31,053.86	0.00	100.0%
10508.4 · Payroll Taxes	45,895.16	0.00	100.0%
10508.5 · SEP Retirement	39,399.61	0.00	100.0%
10508 · Payroll Taxes/Costs/Benefits - Other	0.00	165,775.00	0.0%
Total 10508 · Payroll Taxes/Costs/Benefits	137,211.84	165,775.00	82.8%
10510 · Health Care and Dental	84,225.12	99,500.00	84.6%
10512 · Workers Compensation	14,548.35	15,000.00	97.0%
Total 500 · PERSONNEL SERVICES	645,664.44	816,800.00	79.0%
601 · GENERAL FUND Material & Service			
10601 · ADVERTISING & NOTIFICATIONS	4,084.78	8,680.00	47.1%
10602 · REPAIRS & MAINTENANCE			

Port of Brookings Harbor
Profit & Loss Budget Performance
July 2021 through April 2022

Cash Basis

	Jul '21 - Apr 22	Budget	% of Budget
10602.1 · Equip. Repair/Maintenance	24,060.10	0.00	100.0%
10602.2 · Supplies	151,699.71	0.00	100.0%
10602.3 · Services	94,017.48	0.00	100.0%
10602 · REPAIRS & MAINTENANCE - Other	0.00	436,155.00	0.0%
Total 10602 · REPAIRS & MAINTENANCE	269,777.29	436,155.00	61.9%
10603 · FUEL purchased for resale	708,613.06	805,000.00	88.0%
10605 · UTILITIES			
10605.1 · Electric	93,216.07	0.00	100.0%
10605.2 · RV Park Cable TV	5,903.10	0.00	100.0%
10605.3 · Sanitary	42,746.35	0.00	100.0%
10605.5 · Telecommunications	10,927.07	0.00	100.0%
10605.6 · Waste Removal	77,935.63	0.00	100.0%
10605.7 · Water	18,856.90	0.00	100.0%
10605 · UTILITIES - Other	0.00	292,964.00	0.0%
Total 10605 · UTILITIES	249,585.12	292,964.00	85.2%
10606 · OFFICE EXPENSE	37,887.40	60,000.00	63.1%
10607 · BANK SERVICE & FINANCE FEES	48,999.36	60,482.00	81.0%
10608 · TRAINING & TRAVEL	5,851.13	7,500.00	78.0%
10609 · PERMITS, LICENSES, TAXES & MISC	33,290.21	37,000.00	90.0%
10610 · INSURANCE; PROP & CAS, BOND	100,547.70	120,530.00	83.4%
10611 · PROFESSIONAL FEES			
10611.1 · Accounting/Auditing	22,225.00	0.00	100.0%
10611.2 · Attorney	35,092.50	0.00	100.0%
10611.3 · Engineering	9,790.00	0.00	100.0%
10611.4 · Other Support/Consultant	23,024.10	0.00	100.0%
10611 · PROFESSIONAL FEES - Other	0.00	138,266.00	0.0%
Total 10611 · PROFESSIONAL FEES	90,131.60	138,266.00	65.2%
Total 601 · GENERAL FUND Material & Service	1,548,767.65	1,966,577.00	78.8%
710 · GENERAL FUND CAPITAL OUTLAY			
10702 · Land Improvements	58,244.98	73,000.00	79.8%
10703 · Buildings	0.00	0.00	0.0%
10704 · Equipment	73,562.78	80,000.00	92.0%
Total 710 · GENERAL FUND CAPITAL OUTLAY	131,807.76	153,000.00	86.1%
920 · OPERATING CONTINGENCY	0.00	20,000.00	0.0%
Total 600 · GENERAL FUND EXPENDITURES	2,940,875.65	3,701,700.00	79.4%
620 · USDA REVENUE BOND EXPENDITURES			
20801P · USDA Revenue Bond Principal	79,895.12	79,917.00	100.0%
20810I · USDA Revenue Bond Interest	50,224.88	50,203.00	100.0%
Total 620 · USDA REVENUE BOND EXPENDITURES	130,120.00	130,120.00	100.0%
630 · DEBT SERVICE FUND EXPENDITURES			
30802P · IFA PRINCIPAL			
30802.1 · OBDD #520139/Boardwalk Prin	11,380.38	0.00	100.0%
30802.2 · OBDD #525172/RV Park Prin.	10,262.76	0.00	100.0%
30802.3 · OBDD #525176/Green Bldg Prn	18,072.27	0.00	100.0%
30802.4 · OBDD #525181/EurekaFish Prn	11,738.94	0.00	100.0%
30802.5 · SPWF #L02009/Cold Strg Prin	116,667.63	0.00	100.0%
30802.7 · SPWF L98004/Dock Impr Prin	0.00	0.00	0.0%
30802.8 · SPWF L02001/MarineFuel Dock Prn	65,139.23	0.00	100.0%
30802.9 · SPWF X03004/Eureka Fishery Prin	14,054.79	0.00	100.0%
30802P · IFA PRINCIPAL - Other	0.00	350,000.00	0.0%
Total 30802P · IFA PRINCIPAL	247,316.00	350,000.00	70.7%
801 · Principal			
30803P · 50 BFMII Travelift Principal	41,802.57	50,447.00	82.9%
30804P · 2018 Genie Forklift Principal	11,996.01	14,469.00	82.9%

**Port of Brookings Harbor
Profit & Loss Budget Performance
July 2021 through April 2022**

Cash Basis

	Jul '21 - Apr 22	Budget	% of Budget
Total 801 · Principal	53,798.58	64,916.00	82.9%
810 · Interest Payments			
30813I · 50 BFMII Travelift Interest	4,787.43	5,461.00	87.7%
30814I · 2018 Genie Forklift Interest	2,651.09	3,108.00	85.3%
Total 810 · Interest Payments	7,438.52	8,569.00	86.8%
Total 630 · DEBT SERVICE FUND EXPENDITURES	308,553.10	423,485.00	72.9%
640 · CAPT. PROJ. EXPENDITURES			
40602 · Materials & Services Capt Proj	0.00	0.00	0.0%
740 · CAPT. PROJ. CAPITAL OUTLAY			
40702 · Land Improvement - Capt Proj			
40702.1 · Engineering/Consultants	119,021.98	0.00	100.0%
40702.2 · Supplies	420.54	0.00	100.0%
40702.3 · Services	882.04		
40702 · Land Improvement - Capt Proj - Other	0.00	1,897,500.00	0.0%
Total 40702 · Land Improvement - Capt Proj	120,324.56	1,897,500.00	6.3%
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	120,324.56	1,897,500.00	6.3%
Total 640 · CAPT. PROJ. EXPENDITURES	120,324.56	1,897,500.00	6.3%
660 · DEBT SERV. RV PARK EXPENDITURES			
60806P · RV Park Improv. Loan Principal	32,212.50	38,751.00	83.1%
60815I · RV Park Improv. Loan Interest	15,886.20	18,967.00	83.8%
Total 660 · DEBT SERV. RV PARK EXPENDITURES	48,098.70	57,718.00	83.3%
670 · PORT CONST FUND EXPENDITURES			
70100 · PORT CONST. CAPITAL OUTLAY			
70700 · Land Improvement - Port Const.			
70701.1 · Engineering/Consultants	11,257.64		
70701.2 · Supplies	4,304.76		
70700 · Land Improvement - Port Const. - Other	0.00	677,000.00	0.0%
Total 70700 · Land Improvement - Port Const.	15,562.40	677,000.00	2.3%
Total 70100 · PORT CONST. CAPITAL OUTLAY	15,562.40	677,000.00	2.3%
Total 670 · PORT CONST FUND EXPENDITURES	15,562.40	677,000.00	2.3%
930 · Fund Balances			
10930 · Unappropriated Balance GF	0.00	168,300.00	0.0%
20930 · Unappropriated Balance-USDA	0.00	102,880.00	0.0%
30930 · Unappropriated Balance Debt	0.00	27,870.00	0.0%
40930 · Unappropriated Balance Capt Pro	0.00	2,500.00	0.0%
50930 · Unappropriated Balance Reserve	0.00	221,775.00	0.0%
Total 930 · Fund Balances	0.00	523,325.00	0.0%
Total Expense	3,563,534.41	7,410,848.00	48.1%
Net Income	1,480,137.45	0.00	100.0%

Port of Brookings Harbor

Check Registers

As of April 30, 2022

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
100 · UNRESTRICTED CASH & EQUIVALENTS						
101 · GENERAL FUND CHECKING & LGIP						
10103 · General Funds Ckg Umpqua 3634						
Bill Pmt -Check	Debit	04/05/2022	US Bank Equipment Finance	Contract No. 500-0623925-000 RICOH IMC6000 Copier		223.20
Check	DEBIT	04/01/2022	ADP	Advice of Debit 602372770 Payroll Date: 03/23/2022		142.49
Check	DEBIT	04/06/2022	Edward Jones	Employer Contribution 04/06/2022 ConfirmationSMGSG-1CWZN		134.72
Check	DEBIT	04/06/2022	Edward Jones	Employer Contribution 04/06/2022 ConfirmationSMGSG-1F5XS		215.38
Check	DEBIT	04/06/2022	Edward Jones	Employer Contribution 04/06/2022 ConfirmationSMGSG-1F9HK		145.02
Check	DEBIT	04/06/2022	Edward Jones	Employer Contribution 04/06/2022 ConfirmationSMGSG-1FDNR		326.40
Check	DEBIT	04/06/2022	Edward Jones	Employer Contribution 04/06/2022 ConfirmationSMGSG-1FJM4		148.09
Check	DEBIT	04/06/2022	Edward Jones	Employer Contribution 04/06/2022 ConfirmationSMGSG-1FNJ4		122.99
Check	DEBIT	04/06/2022	Edward Jones	Employer Contribution 04/06/2022 ConfirmationSMGSG-1FTM4		123.82
Check	DEBIT	04/06/2022	Edward Jones	Employer Contribution 04/06/2022 ConfirmationSMGSG-1G3YK		145.63
Check	DEBIT	04/06/2022	Edward Jones	Employer Contribution 04/06/2022 ConfirmationSMGSG-1G8CC		136.34
Check	DEBIT	04/06/2022	Edward Jones	Employer Contribution 04/06/2022 ConfirmationSMGSG-1GCMK		133.62
Check	DEBIT	04/06/2022	Edward Jones	Employer Contribution 04/06/2022 ConfirmationSMGSG-1GK9M		303.68
Check	DEBIT	04/06/2022	TD Ameritrade	Employer Contribution 04/06/2022 ConfirmationSMGSG-1GPGL		185.32
Check	DEBIT	04/05/2022	Edward Jones	Employer Contribution 03/09/2022 Confirmation SMGH-29D4M		340.25
Bill Pmt -Check	DEBIT	04/05/2022	DMV2U/Dept. of Transporation	DMV2U Preliminary & Detailed Search Fee		0.35
Check	DEBIT	04/04/2022	Elavon	MAR 2022 MERCHANT SERVICE FEE ACCT#316		970.13
Check	DEBIT	04/04/2022	Elavon	MAR 2022 MERCHANT SERVICE FEE ACCT#873 Ventek Boat Launch		41.63
Check	DEBIT	04/04/2022	Elavon	MAR 2022 MERCHANT SERVICE FEE ACCT#951		1,078.16
Sales Tax Pay...	DEBIT	04/05/2022	Oregon Lodging Tax	BIN: 0294055-3		1,396.29
Check	DEBIT	04/15/2022	ADP	Advice of Debit 603318901 Payroll Date: 04/06/2022		150.78
Bill Pmt -Check	DEBIT	04/18/2022	Chevron Business Card	Account #: 0496007075666 Fuel Purchases for Port Vehicles/Equipment		762.68
Check	DEBIT	04/20/2022	Edward Jones	Employer Contribution 04/20/2022 ConfirmationSNWF9-5D1BV		147.20
Check	DEBIT	04/20/2022	Edward Jones	Employer Contribution 04/20/2022 ConfirmationSNWF9-5F321		215.38
Check	DEBIT	04/20/2022	Edward Jones	Employer Contribution 04/20/2022 ConfirmationSNWF9-5F5ZD		148.85
Check	DEBIT	04/20/2022	Edward Jones	Employer Contribution 04/20/2022 ConfirmationSNWF9-5F8MV		326.40
Check	DEBIT	04/20/2022	Edward Jones	Employer Contribution 04/20/2022 ConfirmationSNWF9-5FBMD		148.59
Check	DEBIT	04/20/2022	Edward Jones	Employer Contribution 04/20/2022 ConfirmationSNWF9-5FGC7		62.69
Check	DEBIT	04/20/2022	Edward Jones	Employer Contribution 04/20/2022 ConfirmationSNWF9-5FJJ9		64.02
Check	DEBIT	04/20/2022	Edward Jones	Employer Contribution 04/20/2022 ConfirmationSNWF9-5FLYG		168.62
Check	DEBIT	04/20/2022	Edward Jones	Employer Contribution 04/20/2022 ConfirmationSNWF9-5FPWG		136.49
Check	DEBIT	04/20/2022	Edward Jones	Employer Contribution 04/20/2022 ConfirmationSNWF9-5FSCC		131.90
Check	DEBIT	04/20/2022	Edward Jones	Employer Contribution 04/20/2022 ConfirmationSNWF9-5FVN3		303.68
Check	DEBIT	04/20/2022	TD Ameritrade	Employer Contribution 04/20/2022 ConfirmationSNWF9-5FY8B		187.29
Bill Pmt -Check	DEBIT	04/20/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		38,292.54
Bill Pmt -Check	DEBIT	04/19/2022	Pitney Bowes, Inc.	Power Postage Acct# 8000-9000-0324-9186		300.00
Check	DEBIT	04/29/2022	ADP	Advice of Debit 604273817 Payroll Date: 04/20/2022		150.78
Check	DEBIT	04/25/2022	BL/ RV Park	STRIPE DEBIT - REFUNDS issued 4/21/2022		1,329.66
Check	DEBIT	04/29/2022	ADP	Advice of Debit #604554664 ezLaborManager/ADP 300 Timeclock (3 Timeclocks)		183.85
Check	DEBIT	04/01/2022	ADP	Advice of Debit #602591737 ezLaborManager/ADP 300 Timeclock (3 Timeclocks)		183.85
General Journal	DEBT 04/01	04/01/2022		Transfer to Debt Service Fund for Travellift Payment		4,659.00
General Journal	DEBT 04/01	04/01/2022		Transfer to Debt Service Fund for Fork Lift Payment		1,464.71
General Journal	DEBT 04/01	04/01/2022		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment		4,809.87
General Journal	IFA 04/01	04/01/2022		Transfer to IFA Debt Service for 2nd QTR 2022 Pmt		25,835.00
General Journal	RES 04/01	04/01/2022		Transfer to Reserve Fund		2,000.00
General Journal	USDA 04/01	04/01/2022		To transfer to USDA Revenue Bond Fund for November 2022 Payment		10,843.00
General Journal	PAY 04/06	04/06/2022		Rec 04/06/2022 payroll		16,354.34
General Journal	TAX 04/06	04/06/2022		Rec 04/06/2022 payroll		6,500.06
General Journal	CP 04/08	04/08/2022		Transfer to Capital Projects for payment to EMC Engineering inv#91009-2158 \$18,600.28		18,600.28
General Journal	DF 04/20	04/20/2022		General Fund Internal Transfer from Umpqua General Fund to Dredging Fund LGIP 6254 2% Gross ...		2,731.10
General Journal	SEP 04/21	04/20/2022		Rec 04/20/2022 payroll		16,538.67
Bill Pmt -Check	10893	04/01/2022	Spec Dist Assoc of OR- Prop & Cas	Policy#31P16414-203 Customer ID: 01-16414 - 2021 PROPERTY & CASUALTY POLICY		10,328.59
Bill Pmt -Check	10899	04/01/2022	Curry County Road Department	Application for Facility Permit - Road Encroachment, Minor improvement and Utility for Electric...		250.00

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Port of Brookings Harbor

Check Registers

As of April 30, 2022

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Bill Pmt -Check	10900	04/01/2022	Four Aces Security Solutions LLC	March 2022 - Security Patrol - 34%Marina, 33%Beachfront RV Park, 33%Commercial Retail		2,873.70
Bill Pmt -Check	10902	04/01/2022	Curry Transfer & Recycling	Account #2040-2434-001 Trash Dumpsters		6,203.26
Sales Tax Pay...	10904	04/08/2022	Curry County TLT	Curry County Lodging Tax 1st QTR 2022		6,516.02
Bill Pmt -Check	10905	04/08/2022	Country Media, Inc.	CUST# 36747 Curry Coastal Pilot Notices		66.76
Bill Pmt -Check	10906	04/08/2022	BI-MART	Account #931481 Water & Supplies		41.28
Bill Pmt -Check	10907	04/08/2022	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		24.00
Bill Pmt -Check	10908	04/08/2022	Fastenal Industrial Supplies	Customer No.ORBRK0013 Toiletries & Supplies		1,280.47
Bill Pmt -Check	10909	04/08/2022	Freeman Rock, Inc.	Weight Ticket#53824-Gravel for Approach to Shop		45.00
Bill Pmt -Check	10910	04/08/2022	Harbor Logging Supply, Inc.	Welding supplies for piling repairs, pole holders		2,019.42
Bill Pmt -Check	10911	04/08/2022	Harbor Sanitary District	MARCH 2022 Sanitary Bill		3,198.77
Bill Pmt -Check	10912	04/08/2022	John Kellum/John's Portable Welding	MAR 28-31, 2022 Cut and weld pole rack for boat yard		1,012.50
Bill Pmt -Check	10913	04/08/2022	Kendrick Equipment USA LLC	EQ#4605 50T Marine Travel Lift -Parts Inventory Order - Hoses & Fittings		1,266.92
Bill Pmt -Check	10914	04/08/2022	Spec Dist Assoc of OR- Healthcare	Customer #: 03-0016414 - HEALTHCARE PREMIUM		10,223.60
Bill Pmt -Check	10915	04/15/2022	5-R Excavation, LLC	CCB: 155657 Asphalt Patching at Slugs and Stones, Replace Pressure Reducer at Kite Field, Repai...		1,842.57
Bill Pmt -Check	10916	04/15/2022	Amazon Capital Services	Business Account #A2VUC5YWS42764 - Supplies/Materials		19.99
Bill Pmt -Check	10917	04/15/2022	Del-Cur Supply Co-op	Customer No. 38700 Hardware & Other Supplies		43.40
Bill Pmt -Check	10918	04/15/2022	Grants Pass Water Lab, Inc.	04/05/2022 Water Test - Aluminum & Storm Water - 305 BC Gear Storage;304 Receiving Dock; 302...		1,488.00
Bill Pmt -Check	10919	04/15/2022	NAPA Auto Part	ACCT#60285 Vehicle/Equip Maint. & Supplies		4.99
Bill Pmt -Check	10920	04/15/2022	Strahm's Sealcoat & Striping, Inc.	7/21/2021 - ADA Striping at Basin 2 and Transient Dock		335.00
Bill Pmt -Check	10921	04/15/2022	T. George Podell & Co.,Inc/Hot And Mig...	Vertical Pump and Freight charge for Boat Wash System		502.32
Bill Pmt -Check	10922	04/15/2022	Wes' Towing	04/13/2022-Tow RV Motorhome to Port storage		75.00
Bill Pmt -Check	10923	04/20/2022	Amazon Capital Services	Business Account #A2VUC5YWS42764 - Supplies/Materials		191.01
Bill Pmt -Check	10924	04/20/2022	Amber Espinoza	April 11, 2022 - 9 CPR/FA Certificates		585.00
Bill Pmt -Check	10925	04/20/2022	BI-MART	Account #931481 Water & Supplies		26.21
Bill Pmt -Check	10926	04/20/2022	Crow/Clay & Associates, Inc	March Services RV Park Project No. 19005 Amendment #4		293.75
Bill Pmt -Check	10927	04/20/2022	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		64.47
Bill Pmt -Check	10928	04/20/2022	Pump Pipe & Tank Services, LLC	replace shear valve on dispenser at Fuel Dock & Filter Change / Deliver Filters		4,294.02
Bill Pmt -Check	10929	04/20/2022	Quill Corporation	ACCT#1932158 Office Supplies		267.09
Bill Pmt -Check	10930	04/20/2022	Tidewater Contractors, Inc.	Customer Code: 000061 Concrete V Blocks Stamped for RV Park		1,260.00
Bill Pmt -Check	10931	04/20/2022	Chetco Automotive	BATTERY for Honda Generator		97.36
Bill Pmt -Check	10932	04/20/2022	Traffic Safety Supply Co.	Customer ID:C004722 Materials for installation of signs at Launch Ramp-OSMB MAG Grant, 2 Exit ...		1,040.11
Check	10933	04/27/2022	Nelson, Steven	REFUND \$15.26 for overpayment on account		15.26
Bill Pmt -Check	10934	04/27/2022	Amazon Capital Services	Business Account #A2VUC5YWS42764 - Supplies/Materials		258.06
Bill Pmt -Check	10935	04/27/2022	Coos-Curry Electric Cooperative, Inc.	ACCT # 67601 Electrical Service		9,639.33
Bill Pmt -Check	10936	04/27/2022	Crescent City Harbor District	2 FILLET TABLES for Fish Cleaning Expansion Project		1,000.00
Bill Pmt -Check	10937	04/27/2022	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		29.99
Bill Pmt -Check	10938	04/27/2022	Freeman Rock, Inc.	Delivery Rock for RV Park Grading & DISPOSAL YARD CLIPPINGS		403.39
Bill Pmt -Check	10939	04/27/2022	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Supplies & Materials		5,278.58
Bill Pmt -Check	10940	04/27/2022	Harbor Water District P.U.D.	03/21/2022 - 04/21/2022 SERVICE/WATER BILL		1,892.48
Bill Pmt -Check	10941	04/27/2022	Miller Nash LLP	Legal Services		4,387.50
Bill Pmt -Check	10942	04/27/2022	NAPA Auto Part	ACCT#60285 Vehicle/Equip Maint. & Supplies		12.49
Bill Pmt -Check	10943	04/27/2022	Quill Corporation	ACCT#1932158 Office Supplies		27.38
Bill Pmt -Check	10944	04/27/2022	Rogue Credit Union	Membership #306 Acct#6000189521 CC Ending#7681		4,713.79
Total 10103 - General Funds Ckg Umpqua 3634					0.00	245,223.62
10106 - General Fund LGIP 6017						
Check	DEBIT	04/01/2022		LGIP Fees for MAR 2022		0.45
General Journal	PCF 04/14	04/14/2022		Transfer \$100,000 from General Fund LGIP 6017 to Port Construction LGIP 6273		100,000.00
Total 10106 - General Fund LGIP 6017					0.00	100,000.45
Total 101 - GENERAL FUND CHECKING & LGIP					0.00	345,224.07
10101 - Petty Cash						
Bill Pmt -Check	CASH	04/29/2022	Boat Launch Kiosk	April 29, 2022 - Test Transactions Boat Launch Kiosk Cash		5.00

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Port of Brookings Harbor
Check Registers
As of April 30, 2022

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Total 10101 · Petty Cash					0.00	5.00
Total 100 · UNRESTRICTED CASH & EQUIVALENTS					0.00	345,229.07
110 · RESTRICTED CASH & EQUIVALENTS						
104 · RESTRICTED MONEY MKT & CHECKING						
20104 · USDA BOND Umpqua MM 9529						
Total 20104 · USDA BOND Umpqua MM 9529						
30104 · Debt Service Umpqua MM 8627						
Check	DEBIT	04/15/2022	Umpqua Bank/Loan#747041620	Genie Reach Forklift Loan#747041620 Payment #50		1,464.71
Check	DEBIT	04/22/2022	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #66 - 50 BFMII Travelift		4,659.00
General Journal	DEBT 04/01	04/01/2022		Transfer to Debt Service Fund for Travelift Payment	4,659.00	
General Journal	DEBT 04/01	04/01/2022		Transfer to Debt Service Fund for Fork Lift Payment	1,464.71	
Total 30104 · Debt Service Umpqua MM 8627					6,123.71	6,123.71
40104 · Capital Projects Umpqua 8018						
Total 104 · RESTRICTED MONEY MKT & CHECKING					6,123.71	6,123.71
105 · RESTRICTED LGIP						
20105 · USDA Bond Fund LGIP 6021						
General Journal	USDA 04/01	04/01/2022		To transfer to USDA Revenue Bond Fund for November 2022 Payment	10,843.00	
Total 20105 · USDA Bond Fund LGIP 6021					10,843.00	0.00
30105 · IFA Debt Service Fund LGIP 6020						
General Journal	IFA 04/01	04/01/2022		Transfer to IFA Debt Service for 2nd QTR 2022 Pmt	25,835.00	
Total 30105 · IFA Debt Service Fund LGIP 6020					25,835.00	0.00
50105 · Reserve Fund LGIP 6018						
General Journal	RES 04/01	04/01/2022		Transfer to Reserve Fund	2,000.00	
Total 50105 · Reserve Fund LGIP 6018					2,000.00	0.00
Total 105 · RESTRICTED LGIP					38,678.00	0.00
Total 110 · RESTRICTED CASH & EQUIVALENTS					44,801.71	6,123.71
TOTAL					44,801.71	351,352.78

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**Port of Brookings Harbor
Purchases by Vendor Summary**

Cash Basis

January through April 2022

	<u>Jan - Apr 22</u>
5-R Excavation, LLC	2,222.57
Adobe	59.96
ADP	2,261.59
Amazon Capital Services	3,484.27
Amber Espinoza	585.00
Aquarius Environmental, LLC	7,220.00
Asurion Wireless Insurance	19.00
Beautiful Blinds Shutters & Shades	835.00
BI-MART	190.32
Black & Rice LLP	817.00
BOARDWALK MAIL SERVICE	117.00
Boat Launch Kiosk	30.00
Boat Shop & More LLC	400.00
BoatU.S. Boat Graphics & Lettering	217.15
BoomTech	77.47
Brookings Glass, Inc.	1,996.00
Chetco Automotive	97.36
Chevron Business Card	2,638.15
CHEVRON/Shell	60.73
Coos-Curry Electric Cooperative, Inc.	41,194.65
Country Media, Inc.	453.96
Crescent ACE Hardware	564.27
Crescent City Harbor District	1,000.00
Crow/Clay & Associates, Inc	1,603.15
Curry County Road Department	250.00
Curry Equipment	182.46
Curry Transfer & Recycling	17,599.28
Del-Cur Supply Co-op	2,578.46
DF Supply, Inc.	2,646.81
Dish Network	2,380.32
DMV2U/Dept. of Transportation	0.35
EBay	34.74
Elavon	8,539.29
EMC-Engineers/Scientists, LLC	70,892.78
Fastenal Industrial Supplies	7,582.79
Ferguson Enterprises, Inc.	473.78
Firefly Reservations	796.00
Flags.com	924.00
Forte Clothing Company	2,143.00
Four Aces Security Solutions LLC	5,469.30
FRED MEYER	73.48
Freeman Rock, Inc.	1,185.09
Gaylord Klinefelter Contracting	1,880.00
Gerald W. Burns, CPA	1,500.00
Gold Beach Lumber Yard, Inc.	12,333.96
Gowman Electric, Inc.	255.00
Grainger	2,241.08
Grants Pass Water Lab, Inc.	4,960.00
Grating Pacific, LLC	1,132.00
Harbor Logging Supply, Inc.	2,700.12
Harbor Sanitary District	14,838.36
Harbor Water District P.U.D.	8,726.04
Hartwick Automotive	60.99
HD SUPPLY FACILITIES	814.08
Home Depot	685.86
In-Motion Graphics and Design, LLC	168.00
Industrial Steel & Supply Co. Inc.	332.57
Intuit	1,149.99

Port of Brookings Harbor
Purchases by Vendor Summary
 January through April 2022

Cash Basis

	<u>Jan - Apr 22</u>
John Kellum/John's Portable Welding	2,550.00
K&K Insurance Group, Inc.	400.00
Kendrick Equipment USA LLC	3,632.34
Les Schwab Tire Center	208.98
Lithia Ford of Klamath Falls	46,441.32
Mascott Equipment	932.74
McLennan Excavation, Inc.	29,935.68
Miller Nash LLP	26,188.50
Motion Industries	1,404.21
My Parking Permit	416.50
NAPA Auto Part	498.02
Office Depot	38.38
Oil Can Henry's	14.00
ONLINE Purchases	1,259.09
Orcal Security Consulting LLC	5,649.53
Oregon Alarm	7,525.00
Pacific Office Automation	1,224.07
Pacific Rim Copy Center	377.00
Pape Material Handling	1,503.45
Pitney Bowes Global Lease	423.09
Pitney Bowes, Inc.	713.04
Platt	916.47
Pump Pipe & Tank Services, LLC	4,409.02
Quill Corporation	604.18
Rentprep Enterprise/Fidelis Screening	299.25
RiteAid	14.38
SimpliSafe	59.96
SmartSign	1,379.61
Spec Dist Assoc of OR- Healthcare	41,695.28
Spec Dist Assoc of OR- Prop & Cas	42,460.36
Spectrum Business 8752 19 060 0025169	415.88
Spectrum Business 8752 19 060 0226494	429.92
Spectrum Business 8752 19 060 0247029	439.92
Spectrum Business 8752 19 060 0251369	471.88
Stadelman Electric, Inc.	382.86
Strahm's Sealcoat & Striping, Inc.	335.00
SUPPLYHOUSE.COM	140.40
T. George Podell & Co.,Inc/Hot And Mighty	2,159.44
Thermo Fluids, Inc.	437.10
Tidewater Contractors, Inc.	6,488.64
Traffic Safety Supply Co.	1,040.11
Tyree Oil, Inc	315,664.64
ULine	740.72
United Rentals, Inc.	1,105.00
US Bank Equipment Finance	892.80
US Relay/HD Relay	396.00
Valvoline	165.47
VERIZON WIRELESS	1,358.12
Vonage	758.91
WeatherTech	69.95
WEEBLY-CHARGE.COM	910.00
Wes' Towing	75.00
Ziply Fiber 541-412-7930-102902-5	154.93
Ziply Fiber 541-469-5867-121516-5	292.93
Zoom Video Communications Inc.	59.96
Zoro	124.81
TOTAL	<u>804,358.42</u>

HARBORMASTER MONTHLY REPORT

Date: May 18th, 2022
Period: April 2022
To: Gary Dehlinger, Port Manager
Issued By: Travis Webster, Harbormaster

RV Park

Routine maintenance and checks were done daily. Small fence repairs are ongoing in the partial hook up areas. Outside Wi-Fi control boxes were resealed due to water getting inside the boxes. There was one sewage spill that was cleaned up, and vandalism to a touchless sink. The battery for the touchless sink was ripped out and wires were cut.

Occupancy Percent by Month & Year

	2019	2020*	2021	2022	Change from 2021	Forecast**
January	10.3	7.5	19	17	(2)	
February	7.3	16	23	26	3	
March	16.8	16.4	39	29	(10)	
April	13.5	0	27.5	23	(4.5)	
May	26.4	5.7	43.1			25
June	39.9	71.1	59.5			31
July	61.3	84.7	85			42
August	60.8	70	77			30
September	45.4	51	64			13
October	25.4	68	34			1
November	15.2	22	21			
December	8.5	15	11			

Average 27.5 35.6 41.9

* April & most of May 2020 RV Park was closed due to COVID-19.

** Forecast – Park allows for guests to reserve 6 months in advance.

Marina

The inflatable air dancers used to detour sealions had a positive impact. Boats have been moved back to their slips and sealions appear to be gone for now. Due to heavy rains throughout the month, staff made numerous trips to check on boats in the marina. Staff had to pull out logs and debris that keep washing into the basins and repair broken water lines due to heavy surge.

Boat Launches Paid through Launch Machine

	2019	2020	2021	2022	Change from 2021
January	66	5	27	190	163
February	47	102	70	195	125
March	66	204	178	196	18
April	122	244	386	162	(244)
May	276	282	233		
June	303	697	759		

July	794	1095	826		
August	875	768	716		
September	350	583	713		
October	518	713	518		
November	352	109	70		
December	53	40	60		
Totals	3,822	4,842	4,556	743	62

Equipment Services Performed by Port Staff

Telehandler Jobs

	2019	2020	2021	2022
January	4	2	0	8
February	1	6	3	2
March	6	4	6	5
April	7	10	5	7
May	6	3	7	
June	3	0	3	
July	1	5	0	
August	3	4	1	
September	3	3	1	
October	10	6	5	
November	3	9	13	
December	15	5	3	
Totals	62	57	47	22

Travel Lift Haul-Outs

	2019	2020	2021	2022
January	2	1	0	2
February	2	5	1	6
March	4	5	6	6
April	7	5	6	7
May	13	9	5	
June	16	15	12	
July	15	14	7	
August	8	4	7	
September	7	6	8	
October	9	8	4	
November	8	5	12	
December	5	1	0	
Totals	96	78	68	21

Commercial Receiving Dock

Docks are in working order. Missing fender piles will need to be addressed later when funding is available. All docks are reported as operational.

Commercial Retail Building

Boat yard warehouse is still being addressed by engineers. The report will be completed shortly and will help give direction on how to proceed.

Maintenance Crew

Maintenance completed 90 work orders throughout the port. Boat storage near Basin 2 is near complete. Tidewater has finished grading the area and now Port staff will layout the new stalls and start moving vessels out of the green building site. Once that is complete, we can begin work to prepare for crab pot storage. Staff has now finished the commercial fish cleaning area. The Port purchased 2 used tables from Crescent City Harbor. It looks great!

PORT MANAGER

MONTHLY REPORT

Date: May 18, 2022
Period: April 2022
To: Honorable Board President and District Board Members
Issued By: Gary Dehlinger, Port Manager

The request for additional funding for the wastewater treatment plant did not happen. If the Port needs additional funding, we will need to apply to other agencies for grants or loans. The Board approve moving forward with the wastewater treatment plant design with EMC Engineers/Scientists at the Regular Commissioner Meeting on April 20, 2022. We are anticipating having a preliminary WWTP drawing design in 60 days for board review.

Had a meeting with Oregon Department of Environmental Quality regarding the wastewater treatment plant permitting process. The Port will need to come up with a predesign system and submit the application before they can provide comments on our wastewater treatment plant. Time is of the essence to submit the predesign system.

EMC Engineers/Scientists and the Port continues preparing construction drawings and bid packages for the FEMA project. On April 18, EMC submitted the budget to FEMA for budget approval on the repairs and mitigation work. FEMA's review and approval could take 45 days or longer.

USDA Rural Development completed its civil rights compliance review and security inspection for the loan (\$2,000,000) the Port received in year 2000 to rebuild Basin 1. The report will be forthcoming.

2022 Commissioner Meeting Review

#	Meeting Date	Action Item	Information Item	Commission Vote Approve / Fail / Hold	Notes
1	Tuesday, January 11, 2022		Non-Moorage Charter Fees		
2			Port Best Management Practices Amendment		
3			Oregon State Marine Board Maintenance Assistance Grant (MAG) Grant Application		
4			ODEQ Tier 2 Corrective Actions and Notification to Gear Storage Users		
5			Pelican Bay Arts Association Request for 5-year Agreement		
6			POBH Employee Handbook 2022		
7			Business Oregon FEMA Matching for DR-4432 and DR-4452		
8			Sale of Business – Bounder Fresh Crab Consent to Assignment and Assumption of Lease		
9			North Jetty Access		
10			Stormwater Test Results for December 13, 2021		
11			Boardwalk Condition and Modifications		
12			Fuel Dock – Fuel Tank Control Box Repair and Protective Structure		
13			South Coast Credit Accounts		
14			Vessel Miss Stacey		
15			Financial Consultant Contract		
16			Curry County Sheriff Substation Office MOU		
17			Zola's on the Water Late-Night Activities		
18			SDAO Annual Conference 2022		
19			Blue Fin Realty Lease Renewal Amendment No. 1		
20			Hallmark Receiving Dock Condition		
21			4th of the July Fireworks		
22			Basin 1 Storm Damage to Vessels		
23			Mountain View Custom Cycles LLC and Rebel Ink Tattoo Studio LLC and Barber Shop Lease		
24			Tidewinds Sportfishing Request for Signage Space		
25			2022 SDIS Property / Casualty Insurance Renewal and Longevity Credit and Rate Lock Guarantee		
26	Wednesday, January 19, 2022	Best Management Practices Amendment		Approved	
27		Oregon State Marine Board Maintenance Assistance Grant (MAG) Grant Ap		Approved	
28		Notification to Gear Storage Users		Approved	
29		Pelican Bay Arts Association Request for 5-year Agreement		Approved	
30		POBH Employee Handbook 2022		Hold	Under Port Legal Counsel Review
31		Sale of Business Bounder Crab Shack Consent to Assign. and Assum. of Lease		Approved	
32		North Jetty Access and Crab Dock Removal		Approved	Close Jetty Access and when remove dock when project warrants
33		Boardwalk Condition and Modification		Approved	Separate damage section and extend handrailing
34		CBN Enterprises		Approved	Allow Southern Oregon Credit Services / Collect Northwest to proceed with litigation
35		Financial Consultant Contract		Approved	
36		Blue Fin Realty Lease Renewal Amendment No. 1		Approved	
37		Vessel Miss Stacey Update		Approved	Placing Lien on vessel, crab pots, gear and crab pot permit
38			Budget Calendar for Fiscal Year 2022-23		
39			Tsunami January 15, 2022, Update		

2022 Commissioner Meeting Review

#	Meeting Date	Action Item	Information Item	Commission Vote Approve / Fail / Hold	Notes
40	Friday, January 28, 2022	DEQ Tier 2 Corrective Action Report		Approved	
41			Moorage License Agreement – Recommended Revisions	Revisions	
42	Wednesday, February 16, 2022	Non-Moorage Charter Fees		Approved	
43		Budget Officer Appointment		Approved	Approved Kim Boom
44			Next Workshop Meeting Date		
45	Thursday, February 24, 2022		Vessel Miss Stacey		
46			Derelict Vessels		
47			Moorage License Agreement Revisions		
48			Port Rates July 1, 2022, to June 30, 2023		
49			Boat Yard Warehouse Condition		
50			Budget Committee Applications – Selection Process		
51			Fuel Tank Control Box Protective Structure		
52			2022 Events at the Port		
53			RV Park Project Delay		
54			Delinquent Account Write Off Request		
55			Congressman DeFazio Earmark for WWTP Update		
56	Wednesday, March 16, 2022	Moorage License Agreement Revisions		Hold	Reviewing live-aboard and marine survey
57		Budget Committee Selection		Approved	Filled 3 vacancies
58		Delinquent Account Write Off Request		Approved	
59		Boat & Trailer Storage Area(s)		Approved	
60		Port Rates July 31, 2022 to June 30, 2023		Approved	
61		Commercial Fillet Station		Approved	
62		Port Manager Employment Agreement Amendment No. 2		Approved	
63			FEMA Project Update		
64			2022 Salmon Season Update		
65			Vessel Miss Stacey Update		
66			Stormwater Test Results		
67			Wastewater Treatment Plant		
68	Thursday, March 24, 2022	Special District Insurance Services Employee Health Care Plan Renewal		Approved	
69		Budget Committee Members		Approved	Filled 1 vacancy
70		FEMA Project Preliminary Drawings & Update		Approved	
71	Monday, April 4, 2022	Wastewater Treatment Plant Information		Motions failed	
72			Stout Mountain Railway Proposal		
73			Tidewinds Sportfishing Signage Request		
74			POBH Employee Handbook 2022		
75			Boat Yard Warehouse Condition		
76			Hallmark Dock Condition		
77			Supplemental Budget		
78			SCKS Consent to Assignment		
79			Business Oregon FEMA Matching Project L22009 Contract		
80			Business Oregon FEMA Matching Project L22008 Contract		
81			Live-Aboard Policy Update		
82			Moorage License Agreement Revisions		

2022 Commissioner Meeting Review

#	Meeting Date	Action Item	Information Item	Commission Vote Approve / Fail / Hold	Notes
83			Non-Moorage Charter Boat Launch Fee		
84			Curry County Tourism and Promotions Committee		
85			MOU - Port and Curry County Sheriff Department		
86	Wednesday, April 20, 2022	Stout Mountain Railway Proposal		Fail	Possible at other Port areas
87		Tidewind Sportfishing Signage Request		Approved	Angle existing sign and add sign
88		POBH Employee Handbook 2022		Approved	
89		First Supplemental Budget FY 2021-22		Approved	
90		SCKS Consent to Assignment		Approved	
91		Business Oregon FEMA Matching Project L22009 Contract		Approved	
92		Business Oregon FEMA Matching Project L22008 Contract		Approved	
93		Moorage License Agreement Revisions		Approved	
94		Non-Moorage Charter and Guide Boat Launch Fee		Approved	Launch fee not included
95		MOU Curry County Sheriff Substation		Approved	
96		Live-Aboard Policy Revisions		Approved	
97		C.J. Huntsman Engagement Letter		Approved	
98		Wastewater Treatment Plant Timeline		Approved	EMC Engineering to start on design
99		RV Park Septic Tank on Drawing Clarification		Approved	Connect sewer to Harbor Sanitary
100		Commissioner and Staff Relations		Approved	
101			Charter and Guide Boat Sign Concept		
102			RV Park Change Order		
103			USACE Maintenance Dredging		
104			Fish Cleaning Building Repairs		

ACTION ITEM – A

DATE: May 18, 2022
RE: Billeter Marine Small Construction Project Contract
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Billeter Marine provided the lowest price to remove and replace a broken dock pile in Basin 2 O-Dock at finger 22.
- Port legal counsel reviewed and approved the small construction project contract for this project. This contract is a new form to the Port provided by Miller Nash.
- Port will need to apply and pay for the Joint Permit Application (JPA) for the in-water work.
- If approved, the Port will ask the contractor to purchase and deliver the steel pile prior to the construction to avoid any steel or delivery escalation costs.

DOCUMENTS

- Billeter Marine Small Construction Project Contract, 10 pages
- Billeter Marine quote dated 3/22/2022, 2 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve Billeter Marine Small Construction Project Contract to remove and replace the broken dock pile in Basin 2 O-Dock at finger 22.

**PORT OF BROOKINGS HARBOR
SMALL CONSTRUCTION PROJECTS CONTRACT**

This Contract is between the Port of Brookings Harbor, an Oregon special district ("Port"), and Billeter Marine LLC, an Oregon limited liability company

Project: Basin 2 Pile Replacement

The parties agree as follows:

Date of Commencement and Substantial Completion. The date of commencement of the Work shall be October 15, 2022 or the date on which each party has signed this Contract, whichever is later.

The Contract Time shall be measured from the date of commencement. Contractor shall achieve Substantial Completion of the entire Work no later than March 15, 2023.

Contractor's Agreement to Perform Work. Contractor agrees to perform the Work described in Exhibit 2.

Statement of Work. Contractor shall perform the Work described in Exhibit 2.

Payment for Work. Port agrees to pay Contractor in accordance with Exhibit 2 and this Contract.

Contract Documents. The Contract Documents consist of the following documents, which are listed in descending order of precedence: this Contract; Owner's request for proposals, including but not limited to any plans and specifications (the "Solicitation"); and Contractor's quote dated March 22, 2022, excluding the terms under the headings "Notes" and "Payment Terms" on page 2.

A conflict in the Contract Documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The Contract Documents are the entire Contract between the parties and shall supersede any prior representation, written or oral.

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract
2. **Subcontracts.** Port reserves the right to reject in writing any proposed subcontractor, without cause, in which case Contractor shall promptly propose a substitute subcontractor. Any difference in price arising out of such substitution shall be reflected in a Change Order. In addition to any other provisions Port may require, Contractor shall require of any permitted subcontractor under this Contract that subcontractor be bound by all the same terms and conditions of this Contract. Such subcontracts are solely between Contractor and subcontractor and shall not have any binding effect on Port.
3. **Assignment.** This Contract is not assignable by Contractor, either whole or in part, unless Contractor has obtained the prior written consent of Port.
4. **Other Contractors.** Port may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such other contractors and with any Port employees concerned with such additional or related work, and shall coordinate its performance under this Contract with such additional or related work. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Port employees.
5. **Independent Contractor Status.** Contractor shall certify status in accordance with Exhibit 4.
6. **No Third-Party Beneficiaries.** Port and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
7. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
8. **Nonperformance.** In the event of nonperformance under this Contract, Port, after seven (7) days' written notice, shall have the right to obtain from other sources such services as may be required to accomplish the Work not performed, and it is agreed that the difference in cost, if any, for said Work or goods shall be borne by Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform Work as specified and scheduled.
9. **Early Termination.** This Contract may be terminated as follows:
 - a. **Termination by Mutual Agreement:** Port and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. **Termination for Convenience:** Port in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
 - c. **Termination for Breach:** Either Port or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination. If Port's termination for breach is determined later to have been wrongful or without justification, then the termination will be considered to have been a termination for convenience.
 - d. **Termination for Failure to Maintain Qualifications:** Notwithstanding Section 9(c), Port may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - e. **Payment on Early Termination:** Upon termination pursuant to Section 9, payment shall be made as follows:
 - i. If terminated under 9(a) or 9(b) for the convenience of Port, Port shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. Port shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim that Port may have against Contractor.
 - ii. If terminated under 9(c) by Contractor due to a breach by Port then Port shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
 - iii. If terminated under 9(c) or 9(d) by Port due to a breach by Contractor, then Port shall pay Contractor for Work performed prior to the termination date, provided such Work was

performed in accordance with the Contract, less any setoff to which Port is entitled.

10. Payment of Invoices. Unless otherwise provided in Exhibit 2, the payment period shall be one calendar month. Payments are due and payable thirty (30) days from receipt of Contractor's complete invoice or fifteen (15) days after payment is approved by Port, whichever is earlier. Port may withhold 5% of each payment as retainage. Retainage will be paid within 30 days of final completion and acceptance by Port.

11. Changes in the Work. Port reserves the right to adjust the scope of the Work by written Change Order. No Change Order will be effective unless approved in writing by Port and signed by Contractor. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. The following terms apply to any Change Order:

- a. **Prices.** Every price stated in a Change Order must be inclusive of all costs to complete the work associated with that price.
- b. **Costs.** The prices in a Change Order may consist only of the following costs as they relate to the Work required by the Change Order:
 - i. **Direct Labor Costs.** The labor-related costs may include only (1) the hourly wage (without markup or labor burden) and fringe benefits paid by Contractor to employees, based on actual payroll receipts, and (2) direct contributions for employee-related insurance, including industrial and medical insurance and supplemental pension, FICA, FUTA, and state-unemployment-compensation-act payments. Overtime wages may only be included if preapproved in writing by Port.
 - ii. **Direct Materials Costs.** The cost for materials may include only the net cost of materials, including freight costs, after applying all applicable discounts or rebates. No lump-sum costs are allowed unless preapproved in writing by Port.
 - iii. **Construction Equipment Costs.** The cost of equipment rentals must be based on the lower of the local prevailing rate published in the Rental Rate Blue Book by Dataquest (the "Blue Book") or the actual rate paid to unrelated third parties for such equipment, as evidenced by rental receipts. If equipment is required for which there is no rental rate published in the Blue Book, the rate must be approved by Port before renting the equipment. If more than one rate may apply, the lower rate must be used. Any equipment-rental rate or quantity exceeding the local fair-market rental value must be approved in writing by Port. The rate for equipment that is necessarily standing by for use may not exceed 50% of the rate established by the foregoing terms, and the rental charge for any equipment may not exceed 75% of the fair-market purchase price of that equipment. The rental cost may include reasonable mobilization costs only if the equipment is delivered to the worksite solely because of changes in the Work required by a Change Order.
 - iv. **Insurance or Bond Premium Costs.** The cost of a change in an insurance or bond premium may be only the actual cost of any change in Contractor's liability insurance arising directly from changes in the Work required by a Change Order.
 - v. **Subcontractor Costs.** The costs of or incurred by any subcontractor in connection with a Change Order will be calculated in accordance with the foregoing terms of this Section 11b. For avoidance of doubt, no costs under this Section 11b may include fees for consultants, attorneys, or claim preparation.
 - vi. **Fees.** The maximum amount that may be charged for the overhead, profit, or any other cost of Contractor or any subcontractor is as follows, reflected as percentages of the

amounts that may be charged in accordance with the foregoing under this Section 11b:

1. Contractor may charge up to 15% of the cost of any materials that it supplies or work that it properly performs using its own forces.
2. Contractor may charge up to 8% of the cost that it directly owes to a subcontractor or supplier for materials supplied or work properly performed by that subcontractor or supplier.
3. Each subcontractor may charge up to 12% of the cost of any materials that it supplies or work that it properly performs using its own forces.
4. Each subcontractor may charge up to 8% of the cost that it owes for materials supplied or work properly performed by its lower-tiered subcontractors or suppliers.
5. The total fee owed to Contractor and all subcontractors, as calculated in accordance with the foregoing, for work performed by all lower-tiered subcontractors that are not in privity of contract with Contractor or a subcontractor may not exceed 25% of the total amount owed to all lower-tiered subcontractors. Additionally, Port will not owe any fee related to the direct settlement of any claim between Contractor and any subcontractor.

If a change in the Work involves both additive and deductive items, the fees charged in accordance with this section will be calculated based on, and then added to, the net difference of the items. If the net difference is negative, no fee will be added to the negative figure. The parties acknowledge that the fees listed in this section are substantially greater than the fees and overhead normally included in determining the Contract Sum bid; that these higher percentages are a sufficient amount to compensate Contractor for all effects of changes in the Work; and that the resulting overcompensation of Contractor for these changes compensates Contractor for all changes in the Work for which Contractor believes that the percentage is otherwise insufficient.

12. Inspection and Acceptance of Work. Port shall inspect Contractor's Work and advise Contractor of any deficiencies, or if there are none, that the Work has been accepted. Contractor shall perform all additional Work necessary to correct any deficiencies without undue delay and without additional cost to Port.

13. Right to Withhold Payments. Port shall have the right to withhold from payments due Contractor such sums as necessary, in Port's sole opinion, to protect Port against any loss, damage, or claim that may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors.

14. Knowledge of Site Conditions. Contractor shall, as a condition precedent to commencement of the Work (a) become familiar with the Project site and review all analyses, studies, and test data available to Contractor concerning the conditions of the Project site, (b) inspect the location of the Work and satisfy itself as to the condition thereof, including all structural, surface, and observed subsurface conditions, and (c) determine (i) that the Contract Sum is just and reasonable compensation for all the Work, including all foreseen and foreseeable construction risks, hazards, and difficulties in connection therewith, (ii) that the Contract Time is adequate for the performance of the Work, and (iii) that the Work shall not result in any lateral or vertical movement of any adjacent structure. Contractor will notify Port in writing in advance of commencement of the Work if it determines that it cannot satisfy these conditions.

15. Special Care. Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements, and easements.

16. Port's Right to Stop the Work.

- a. If Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or fails to carry out Work in accordance with the Contract Documents, Port may issue a written order to Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
- b. If suspension of the Work is warranted by reason of unforeseen conditions that may adversely affect the quality of the Work if such Work were continued, Port may suspend the Work by giving written notice to Contractor. In such event, the Contract Time shall be adjusted accordingly, and the Contract Sum shall be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension.
- c. Notwithstanding any other provision, Port's authorized representative may, in his or her complete discretion, stop all of the Work, or any portion of the Work, if the Work creates a safety hazard or if a life/safety threat exists to the facility or its occupants. Any cost to correct deficiencies in Contractor's Work will be borne solely by Contractor.

17. Performance of the Work. Contractor shall supervise, coordinate, and perform the Work in accordance with the Contract Documents in a professional, safe, and workmanlike manner and in accordance with all laws, codes, and professional standards applicable to the industries and trades involved, including without limitation compliance with all applicable federal, state, and local building codes, Port's construction and life safety policies and procedures, certification requirements applicable to the Work, and other policies or standards incorporated or referenced in the Contract Documents. Unless otherwise noted or directed, Contractor will perform all Work in accordance with product manufacturers' recommendations or directions for best results. No preparatory step or installation procedure may be omitted unless specifically authorized by the Contract Documents or at the direction of Owner's Design Professional or Port's Representative. Conflicts between manufacturers' directions shall be resolved by Owner's Design Professional or Port's Representative.

18. Remedies. In the event of breach of this Contract, the parties shall have the following remedies:

- a. If terminated under 9(c) by Port due to a breach by Contractor, Port may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to Port the amount of the reasonable excess.
- b. In addition to the remedies in Sections 9 and 13 for a breach by Contractor, Port also shall be entitled to any other equitable and legal remedies that are available.
- c. If Port breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which Contractor has completed the Work.

19. Claims.

- a. Time Limits on Claims: Claims by either party must be made within 10 days after occurrence of the event giving rise to such Claim or within 10 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made in writing to the other party, and must identify the known bases for each Claim and the nature and amount of the relief sought. Failure to timely file a written claim constitutes a waiver of the claim.
- b. Continuing Contract Performance: Pending final resolution of a Claim except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract and Port shall continue to make payments in accordance with the Contract Documents.
- c. Claims for Additional Costs: If Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the

Work. Prior notice is not required for Claims relating to an emergency endangering life or property. In an emergency affecting the safety of persons or property, Contractor shall act to prevent threatened damage, injury, or loss and shall immediately notify Port. The prices in any Claim must conform to the terms of Section 11.

- d. Claims for Additional Time: If Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

20. Compliance With Applicable Law. Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation the following:

- a. ORS 279A.110: Contractor certifies that Contractor has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a women-owned business, a business that is owned by a service-disabled veteran, or an emerging small business that is certified under ORS 200.055.
- a. ORS 279C.380: If the contract price is \$100,000 or more, unless exempted by Port in writing pursuant to Port's Public Contracting Rules, prior to starting Work under this Contract, Contractor shall execute and deliver to Port a good and sufficient performance bond, in a form acceptable to Port, in a sum equal to 100% of the Contract Price for the faithful performance of the Contract, and shall execute and deliver to Port a good and sufficient payment bond, in a form acceptable to Port, in a sum equal to 100% of the Contract Price solely for the protection of claimants under ORS 279C.600.
- b. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug-testing program is in place.
- c. ORS 279C.510: If this Contract includes demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- d. ORS 279C.515: If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve Contractor or Contractor's surety from any obligation with respect to any unpaid claims.

Unless the payment is subject to a good-faith dispute as defined in ORS 279C.580, if Contractor or any first-tier subcontractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-

day period that payment is due under ORS 279C.580(4). A person with any such unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good-faith dispute as defined in ORS 279C.580.

c. ORS 279C.520:

- i. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
 1. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 2. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 3. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540.
 4. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.
 - ii. Contractor shall comply with ORS 652.220 (addressing the prohibition of discriminatory wage rates based on sex and of employer discrimination against an employee who is a complainant). Compliance is a material element of this Contract. Failure to comply is a breach that entitles Port to terminate this Contract for cause.
 - iii. Contractor shall not prohibit any of Contractor's employees from discussing the employee's wage, salary, benefits, or other compensation with another employee or another person, and Contractor shall not retaliate against an employee who does so.
 - iv. Contractor shall and shall require its subcontractors to give notice to their employees who work under this Contract in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- f. ORS 279C.525: State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:
- i. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupation Safety and Health Administration, Department of Transportation, Federal Highway Administration, Water Resources Council.
 - ii. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department

of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, Department of Water Resources.

iii. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service Port councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special Port boards of directors, and other special Ports and special governmental agencies such as Tri-Met, urban renewal agencies, and port Ports.

iv. Tribal Governments.

g. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

To the extent any of Contractor's employees are covered by the Oregon employment laws, Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit 4 if you believe you may be exempt from this requirement.

h. ORS 279C.545: Workers employed by Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with Contractor within 90 days from the completion of the Contract, providing Contractor has:

- i. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to any or all workers employed on the work, and
- ii. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

i. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first-tier subcontractor a clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to Contractor by Port. Contractor shall also include in each subcontract a clause that states that if Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.

j. ORS 279C.800 to 279C.870:

- i. This Contract is /is not subject to payment of prevailing wages under ORS 279C.800 to 279C.870. Each worker that Contractor, any subcontractor, or other person who is party to the contract uses in performing all or part of

the Contract must be paid not less than the applicable prevailing rate of wage for each trade or occupation as defined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI") in the applicable publication entitled *Definitions of Covered Occupations for Public Works Contracts in Oregon*. The prevailing wage rates for public works contracts in Oregon are contained in the following publications: *The Prevailing Wage Rates for Public Works Projects in Oregon*, dated January 1, 2022, as amended April 1, 2022, and the *PWR Apprenticeship Rates*, dated January 1, 2022, as amended April 1, 2022. Such publications can be reviewed electronically at http://www.boli.state.or.us/BOLI/WHI/PWR/pwr_state.shtml and are hereby incorporated as part of the Contract Documents.

- ii. This Contract is /is not also subject to payment of prevailing wages under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.). Notwithstanding subsection j(i) of this section, if this Contract is subject to payment of prevailing wages under the Davis-Bacon Act, Contractor and any subcontractors must pay the higher of the federal prevailing wage rate or the state prevailing wage. The latest state prevailing wages can be reviewed as set forth in subsection j(i) of this section. The latest federal prevailing wage rates can be reviewed electronically at <http://www.wdol.gov/Index.aspx> (Search for Oregon, Multnomah County, Building Construction Type) and are hereby incorporated by reference as part of the Contract Documents. Contractors shall follow all prevailing wage rules including posting the Davis Bacon Poster at the worksite and submitting certified payroll records. The poster is available at <http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>. The payroll form is at <http://www.dol.gov/whd/forms/wh347instr.htm>.
- iii. Port shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
- iv. Contractor and any subcontractors shall post the prevailing wage rates in a conspicuous and accessible place in or about the Project.
- k. **ORS 279C.836:** If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, Contractor shall:
 - i. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting Work on the Project, unless exempt under ORS 279C.836(2), (7), or (8).
 - ii. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2), (7), or (8).
- l. **ORS 279C.845:** If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
 - i. Contractor or Contractor's surety and every subcontractor or subcontractor's surety shall file with Port a certified statement on a form provided by BOLI certifying the hourly rate of wage paid each worker employed by Contractor or subcontractor on the Work and that no such worker has been paid less than the prevailing rate of wage or wage specified under the Contract.
 - ii. Notwithstanding ORS 279C.555 or 279C.570(7), Port shall retain 25% of all amounts earned by Contractor until Contractor has filed the certified statements as required by ORS 279C.845. In addition, Contractor shall retain 25% of any amount earned by a first-tier subcontractor until such

subcontractor has filed the certified statements with Port. Port and/or Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.

- m. **ORS 468A.710:** If this Contract requires asbestos abatement, Contractor or subcontractor must possess an asbestos abatement license as required by ORS 468A.700 et seq.
 - n. **ORS 671.560, 701.055:** If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a construction contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
- 21. Quality of Goods and Services.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trade.
 - 22. Delay.** Contractor shall furnish sufficient staffing, materials, and equipment and work such hours, including night shifts, overtime, and weekend and holiday work, as may be necessary to insure the production of the Work in accordance with the date of Substantial Completion and the approved construction schedule. If Contractor fails to perform in a timely manner in accordance with the Contract Documents and, through the fault of Contractor or any subcontractor, or by reason of any delay that is within Contractor's reasonable control, fails to meet the approved construction schedule, then Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations, or days of work, all without additional cost to Port. Port will not be liable for any damages or extra costs resulting from any delay in Contractor's work not caused by Port, nor will Port be obligated to grant any extension of the Contract Time for any delay in Contractor's work not caused by Port. All such damages or costs shall be paid by Contractor.
 - 23. Errors.** Contractor shall perform such additional work as may be necessary to correct errors in the Work required under this Contract without undue delay and without additional cost.
 - 24. Access to Records.** Contractor agrees that Port and its authorized representatives shall have access to the books, documents, papers, and records of Contractor that are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts.
 - 25. Maintenance of Records.** Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Port's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
 - 26. Ownership of Work.** All work products created by Contractor as part of Contractor's performance of this Contract, including background data, documentation, and staff work that are preliminary to final reports, shall be the exclusive property of Port. If any such work products contain intellectual property of Contractor that is or

could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants Port a perpetual, royalty-free, fully paid-up, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. Port shall have no rights in any pre-existing work product of Contractor provided to Port by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for Port use only. If this Contract is terminated by either party or by default, Port, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver such partially completed work products, reports, or other documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.

27. Warranty.

- a. Contractor warrants to Port and Owner's Design Professional that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Owner's Design Professional or Port, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- b. Port In addition to Contractor's other obligations under this contract, including but not limited to the Section 27.a above, Contractor shall, for a period of one (1) year after Substantial Completion (the "Correction Period"), correct work that is defective or that does not otherwise conform to the requirements of the Contract Documents.
- c. If, during the Correction Period and after 10 days' notice, Contractor fails to proceed to cure any defective or nonconforming Work, Port may have the defects corrected and Contractor and its surety shall be liable for all expenses incurred. In case of an emergency where, in the opinion of Port or Owner's Design Professional, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to Contractor, but Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subsection are not exclusive, but are cumulative of any other remedies Port may have.
- d. Contractor shall assign all manufacturers' warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of Port. Contractor shall provide Port with all manufacturers' warranty documentation and operations and maintenance manuals not later than the date of final acceptance of the Work by Port.

28. Indemnification. Contractor shall defend, indemnify, and hold the Port, its officers, agents and employees (the "Indemnified Parties"), harmless against all liability, claims, loss, costs, or expenses, including attorney's fees, based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act arising from Contractor's performance of the Work. In claims against any person or entity indemnified under this Section by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or a subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding anything to the contrary in this Section

28, Contractor is not required to indemnify the Indemnified Parties for, from, and against liability for damage arising out of death or bodily injury to persons or damage to property caused in whole or in part by the negligence or willful misconduct of the Indemnified Parties, but Contractor is required to indemnify the Indemnified Parties for, from, and against liability for damage arising out of death or bodily injury to persons or damage to property to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Contractor, or the fault of Contractor's agents, representatives, or subcontractors.

29. Insurance. Unless otherwise provided below, Contractor shall at all times maintain in force at Contractor's expense, the following insurance coverage:

- a. **Workers' Compensation and Employer's Liability:** As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees shall have this insurance unless exempt under ORS 656.027. Contractor shall purchase and maintain employer's liability insurance of at least \$500,000 per accident.
- b. **Commercial General Liability:** Contractor shall purchase and maintain CGL insurance with occurrence-based coverage on ISO Form CG 0001 (12/04 or later) or an equivalent form approved in advance by Port. The CGL insurance shall include all major coverage categories including bodily injury, property damage, and completed operations coverage maintained for at least six years following final payment. The CGL insurance will also include the following: (1) separation of insured; (2) incidental medical malpractice; and (3) personal injury with employment exclusion deleted. Contractor shall maintain CGL insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
- c. **Motor Vehicle Liability:** Contractor shall purchase and maintain motor vehicle liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by Port. The automobile liability insurance shall include pollution liability coverage with vehicle overturn and collision. Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
- d. [Reserved.]
- e. **Additional Requirements:** All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.
- f. **Certificate of Insurance:** Contractor shall furnish to Port a current certificate of insurance for each of the above required coverages prior to conducting Work under this Contract. Additional insured endorsements must be written on ISO Form CG 2010 (11/85) or CG 2037 (07/04) together with CG 2033 (07/04), or their equivalent. Each certificate must provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' prior written notice from Contractor or its insurer to Port. Each certificate shall also state the relevant deductible or retention level. For commercial general liability and automobile liability coverage, the certificate shall also provide that Port, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. If requested by Port, Contractor shall also provide complete copies of insurance policies to Port.

30. Notice of Injury or Damage to Person or Property. If any person suffers physical injury or property damage arising from the Work

regardless of the cause, Contractor shall give notice of such injury or damage, whether or not insured, immediately to Port's authorized representative and Contractor's authorized representative. The notice shall provide sufficient detail to enable Port and any other party affected to investigate the matter.

31. **Waiver.** Waiver of any default under this Contract by Port shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
32. **Litigation.** Any Claim arising out of or related to the Contract, except those waived as provided for in Section 19, shall be resolved by litigation in the Circuit Court of Curry County or the U.S. District Court for the District of Oregon in Medford, Oregon.
33. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon as they exist at the time of execution of this Contract or any subsequent amendment.
34. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
35. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall

bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

36. **Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, sexual orientation, marital status, familial status, national origin, age, mental or physical disability, or political affiliation in programs, activities, services, benefits, or employment.
37. **Attorney Fees.** If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum that a court, including any appellate court, may adjudge reasonable as attorney fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based on the reasonable time incurred.
38. **Rule of Construction.** The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the Contract.
39. **Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris, and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

[Signature page follows]

CONTRACTOR DATA AND SIGNATURE

Business Name: _____
Business Address: _____
Contractor Phone: _____
Federal Tax ID# or Social Security #: _____

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-nonprofit
 Other [describe here: _____]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal, and local laws. Payment information will be reported to the Internal Revenue Service under the name and federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.

Signature Title

Name (please print) Date

NOTE: Contractor must also sign Exhibit 4 and (if applicable) Exhibit 5.

**PORT OF BROOKINGS HARBOR
SIGNATURE**

(This Contract is not binding on Port until signed by the appropriate signing authority)

Signature Title Date

Name (please print)

EXHIBIT 2
PORT OF BROOKINGS HARBOR
SMALL CONSTRUCTION PROJECTS CONTRACT
STATEMENT OF WORK, COMPENSATION,
PAYMENT, and RENEWAL TERMS

1. Contractor shall perform the following Work: Removal of one damaged wood pile and replacement with one new .5" x 12" x 60' pipe pile with fusion bond epoxy coating in the same location located in Basin 2 16200 Lower Harbor Road, as further described in the Solicitation.
2. The total Contract Price shall be \$51,550.00.
3. Port shall pay Contractor as described in Section 10 of the Contract.

Payments shall be made to the address below:

Name: Billeter Marine LLC
Attn: _____
Address: 520 3rd Court
Coos Bay, OR 97420

4. Contractor will invoice Port for the Work as follows:

Invoices shall be submitted to the address below:

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

**EXHIBIT 3
PORT OF BROOKINGS HARBOR
SMALL CONSTRUCTION PROJECTS CONTRACT
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR
NOTE: Contractor Must Complete A or B below**

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:
 Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature Title Date

OR

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, and
2. If Contractor performed labor or services as an independent contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, and
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set aside as the location of the business.

B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.

C. My business telephone listing is separate from my personal residence telephone listing.

D. I perform labor or services only under written contracts.

E. Each year I perform labor or services for at least two different persons or entities.

F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance, or liability insurance, or providing warranties relating to the labor or services I provide.

Signature Date

Billeter Marine, LLC
 520 3rd Court
 Coos Bay, OR 97420
 CCB# 166653



Office: 541-269-8600
 Fax: 1-266-0532
 www.billetermarine.com

Billeter Marine Project Quote

Date: 3/22/2022

To: Port of Brookings Address: P.O. Box 848 16330 Lower Harbor Rd Brookings OR 97415	Contact: Travis Webster Phone: (541) 469-2218 Email:
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Project: Piling Replacement

Description of work:
Remove 1 existing wood piling on dock finger, Basin 2, O Dock per map provided, Install 1 new .5 x 12 x 60' Pipe Pile with fusion bond epoxy coating in same location. Disposal of existing wood piling by others.

Item #	Item Description	Quantity	Unit	Unit Price	Total Price
1	Pull Existing Piling	1	Each	\$400.00	\$400.00
2	.5x12x50' Pipe Pile Epoxy Coated	60	LF	\$165.00	\$9,900.00
3	100 Ton Truck Crane - Mobilization	1	LS	\$2,400.00	\$2,400.00
4	45 Ton Crawler Crane - Mobilization	1	LS	\$2,400.00	\$2,400.00
5	Flex Float Mobilization from Seattle to Brookings and Back	1	LS	\$2,800.00	\$2,800.00
6	Vibro Hammer Mobilization From Fife to Brookings & Back	1	LS	\$2,400.00	\$2,400.00
7	Small Tug Mobilization	1	LS	\$500.00	\$500.00
8	Flex Float Rent	1	MO	\$13,950.00	\$13,950.00
9	Vibro Hammer Rental	1	MO	\$4,200.00	\$4,200.00
10	Small Tug Rental	3	DY	\$350.00	\$1,050.00
11	Build up Barge, load Crane, Drive Pile, Tear Down & Load	3	DY	\$3,850.00	\$11,550.00
12					
13					
14					
15					
16					
17					
Total Bid Price:					\$51,550.00

Not Included	
Permits Survey Engineering Special Inspections Testing - Including but not limited to, compaction, concrete, grout, rock, asbestos, lead, water Site Utilities -Water, power, lighting or sanitary facilities Bonds, payment or performance. If bonds required add 3% Asbestos or lead based paint abatement Landscaping	Drafting of plans either original or "as built" unless required by contract Contract retainage Traffic control Diver or tender for underwater inspections or work Access to work site

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Billeter Marine, LLC
520 3rd Court
Coos Bay, OR 97420
CCB# 166653



Office: 541-269-8600
Fax: 1-266-0532
www.billetermarine.com
Date: 3/22/2022

Port of Brookings
P.O. Box 848
16330 Lower Harbor Rd

Brookings | Project: Piling Replacement

Please sign and return one copy of this proposal to signify an acceptance of this quote and its terms and conditions as stated or feel free to call me if you have any questions.

Notes:

1. Billeter Marine, LLC reserves the right to pass on any material price increases that occur between the time this quote was given and the time of construction.
2. Billeter Marine, LLC is not liable for any possible damages to underground utilities not located by others prior to our work.
3. Quote good if accepted in writing within 15 days.

Payment Terms:

1. Any additional work will be billed on a cost plus 10% basis.
2. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the agreed upon price. All agreements contingent upon strikes, accidents or delay beyond our control. Owner to carry fire, tornado, and other necessity insurance. Our workers are fully covered by Workmen's Compensation Insurance.
3. Billeter Marine, LLC reserves the right to make progress billings on projects with durations greater than 1 month. This contract is to be paid in full within 30 days from the date the work has been substantially completed. Interest at the rate of ONE & ONE-HALF (1-1/2%) PER MONTH (18% PER ANNUM) will be charged on all balances not paid when due. In the event legal action is necessary to enforce the contract, the prevailing party will be entitled to court costs and reasonable attorney fees.
4. The prevailing party in any action or suit is entitled to costs and attorney fees. This receipt evidences a purchase as provided for in the ACCOUNT Plan Agreement between Billeter Marine, LLC and the above-named Purchaser. All provisions and agreements contained in the Account Plan Agreement, if applicable, are hereby incorporated by reference.
5. I hereby acknowledge that I have received the forms "Information to Owners About Construction Liens", "Consumer Protection Notice" and "notice of Procedure", as provided for by ORS 87.025 and as adopted by the Builders Board

ACCEPTED

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Signature: _____

Printed Name: _____

Date of Acceptance: ____ / ____ / 20__

CONFIRMED

Billeter Marine, LLC
Authorized Signature

Jeff Brown, Estimator
jeff@billetermarine.com

ACTION ITEM – B

DATE: May 18, 2022
RE: Boat Yard Warehouse Engineering Report
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Jack Akin/EMC Engineers/Scientists provided his final recommendations including a second opinion from a structural engineer on the condition of the existing boat yard warehouse. Jack's report and structural engineer recommendation are attached for your review and discussion on the plan to move forward.
- There are a few options the Port could decide:
 - Continue renting the space as-is and follow EMC recommendations.
 - Condemn the building and remove all tenants. Leave building vacant until funding is available to repair or replace.
 - Immediately seek funding for repairs and bring the building up to current building codes.
 - Immediately seek funding for a new boat yard building and demo existing building.
- Please note: If FEMA approves the funding for the Kite Field mitigation work for a RV Park expansion, FEMA will not provide the funding for the utilities or additional amenities. If the Port decides to install the utilities and additional amenities, another loan may need to be acquired to complete the project.

DOCUMENTS

- Email from structural engineer Brian Mockridge, PE, 1 page
- Email from Jack Akin, MS, PE, IC, HMS, CAI, 2 pages
- Jack Akin, EMC Engineers/Scientists Warehouse Condition Report, 11 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve the Port Manager to immediately seek funding for a new boat yard building and demo existing building from a public or private lending source. Provide to the Board, the funding source, a plan for type of building and potential design, and location for Board approval. Time is of the essence due to the condition of the building.

portmanager@portofbrookingsharbor.com

From: jack akin <emc@emcengineersscientists.com>
Sent: Friday, April 29, 2022 2:42 PM
To: portmanager@portofbrookingsharbor.com
Subject: FW: Port of Brookings Harbor - Warehouse Pictures

Gary – Brian Mockridge’s recommendation below.

Jack Akin, MS, PE, IC, HMS, AI
EMC-Engineers/Scientists, LLC
Ph: 541.474-9434 Cell: 541.261.9929
emc@emcengineersscientists.com
www.emcengineersscientists.com
Fax: 541.727.5488

From: [Brian Mockridge](#)
Sent: Tuesday, April 5, 2022 3:39 PM
To: 'jack akin'
Subject: RE: Port of Brookings Harbor - Warehouse Pictures

Good afternoon Jack,
I don't have much doubt that the cost to repair and upgrade the building would exceed the cost of the existing materials that you are saving. There are a couple of things to consider. 1) Many of the structural elements seem to have reached the end of their useful life span, 2) The structure was likely built before/without any structural design and many of the structural components will fail current applied load requirements (Especially ocean wind design pressures). I would recommend demolishing the structure and replacing it with a pre-fabricated steel structure.

Let me know if you have any questions/concerns or if you still want me to schedule a site visit.

Thank you and have a great day,

Brian Mockridge, PE
PO Box 1395
Merlin, OR 97532
541-892-3289

From: jack akin <emc@emcengineersscientists.com>
Sent: Monday, April 4, 2022 1:50 PM
To: Brian Mockridge <mockridge121@gmail.com>
Subject: FW: Port of Brookings Harbor - Warehouse Pictures

Jack Akin, MS, PE, IC, HMS, AI
EMC-Engineers/Scientists, LLC
Ph: 541.474-9434 Cell: 541.261.9929
emc@emcengineersscientists.com

From: jack akin <emc@emcengineersscientists.com>
Sent: Thursday, May 5, 2022 11:23 PM
To: portmanager@portofbrookingsharbor.com
Cc: Travis Webster
Subject: POBH Boatyard Warehouse

Gary, Travis

As you know I have completed the inspection and report RE the Boatyard Warehouse.

My observations and recommendations are not very positive. The building is in unsatisfactory condition, and actions as recommended should be taken, or, alternatively, you may decide to accept Mr. Mockridge's recommendation, and my implied recommendation to demolish the building. I don't know if the function of that Warehouse is crucial to the Port. If so, then you may decide to go with Brian's recommendation to replace the Warehouse with a pre-fab steel structure.

And so my opinion concurs with in that expressed by Brian Mockridge, PE, a structural engineer specializing in wooden structures. His opinion from an off-site view of photos provided to him were as follows:

"Good afternoon Jack,

I don't have much doubt that the cost to repair and upgrade the building would exceed the cost of the existing materials that you are saving.

There are a couple of things to consider.

- 1) Many of the structural elements seem to have reached the end of their useful life span,*
- 2) The structure was likely built before/without any structural design and many of the structural components will fail current applied load requirements(Especially ocean wind design pressures).*

I would recommend demolishing the structure and replacing it with a pre-fabricated steel structure.

Let me know if you have any questions/concerns or if you still want me to schedule a site visit.

Thank you and have a great day,

*Brian Mockridge, PE
PO Box 1395
Merlin, OR 97532
541-892-3289"*

Erik Oberbeck, Engineering Geologist, as you both know, was contracted to review the Boatyard Warehouse, the Hallmark Commercial Receiving Dock and the failing Boardwalk section adjacent and south of the northmost gangway access to Basin 1. His comments are below (that pertaining to the Warehouse is emboldened). Erik's comments were RE subsurface liquefaction, and, as you can see, he had nothing to say about the structure itself.

"Jack, per our conversation, I would recommend that as part of the engineering on the new warehouse (Site 1) that we do 2 shallow borings to determine depth to groundwater and whether the soils under the building are liquefiable. We can also do standard penetration tests to determine the

consistency of the soils at depth and which will augment your penetrometer data. If liquefiable soils are encountered, we can come up with a plan to densify them in situ.

As discussed, I would recommend that we do a proof roll on the Hallmark load area (Site 2) using a comparably loaded rubber-tired vehicle. We can monitor and observe settlement and deflection of the driving surface and observe movement, if any, of the wood support piles. We can also either install tilt plates which we can use to monitor movement of the structure using a portable tiltmeter or set some permanent survey points which can be monitored for elevation changes.

It is my opinion that your assessment regarding the walkway (Site 3) is correct and that a failure surface has developed at the contact of the side cast fill and the native alluvium. This is indicated by separation of the walkway from the roadbed and loading and observed rotation at the toe of the slope. As we discussed, it appears that movement was rotational and that the support piles which are attached to the structure moved with the upper part of the slope. I would suggest we bore 2 or 3 shallow borings into the roadbed to determine where and what our bearing layer is.

I will file this until I hear from you. I dictated part of it using my word program- thanks for the tip,
Eric

Eric Oberbeck, RG, CEG
Cascadia Geoservices, Inc.
PO Box 1026
Port Orford, Oregon 97465
Direct. 541-332-0433 Cell. 541-655-0021
e-mail: eric@cascadiageoservices.com
web: www.cascadiageoservices.com

Best

Jack Akin, MS, PE, IC, HMS, AI
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- Engineers/Scientists, LLC

5/05/22

Gary Dehlinger, POBH Manager
Travis Webster, POBH Harbormaster
Port of Brookings Harbor
Brookings, OR 97469

Summary

This 5/3/22 inspection of the Boatyard Warehouse has produced the following findings:

1. Deteriorating column and lateral support has rendered the two buildings comprising the Boatyard Warehouse unsafe without routine and frequent monitoring. Employees work in the building every day. Temporary columns placed to support failing structure do not provide resistance against lateral movement. As defined in IBC 3402.1, the Boatyard Warehouse has suffered Substantial Structural Damage, both to lateral and vertical load-bearing elements of the building.
2. The electrical system in the Boatyard Warehouse presents both hazardous energy and fire hazards. A certified electrical inspection should be required.
3. Concerns exist regarding Accessibility, that is; entry/exit paths that are blocked.
4. Building sheathing is in disrepair. Water damage is and has been occurring throughout the building, and has degraded structural elements.
5. *It is estimated that the adequate repair/renovation of the described hazards for occupational use would not be cost-effective. The approximate remodeling cost is likely to be 50-100 percent of building replacement value.* For example, in order to repair damaged roof support columns and beams (see **Photos 10-1 and 10-2**), sheathing removal, jacking of nearby members, placing a splice or flush beams and columns, reconstruction of framing, etc. would be required. Deterioration via water damage of hidden structural members near beam and rafter supports are likely to exist.



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Recommendations

1. Implement a bi-weekly visual inspection of temporary columns. Look and annotate any settling or movement of structural supports, overhead beams.
2. Conduct an electrical inspection of all electrical outlets, wiring, etc.
3. Assess fire protection (fire extinguishers, potential ignition sources).
4. Conduct a structural assessment and construct a structural repair plan, including existing and potential water damage, anchoring of walls, adequate protection against wind loading.
5. Stop all sources of water damage (roof and siding sheathing).
6. Assure functionality of man and/or bay doors. At least one, and preferably two, means of entry/exit must remain functional and unblocked at all times for each occupancy.

Introduction

On Tuesday, May 3, Jack Akin of EMC-Engineers/Scientists, LLC (EMC) met with Gary Dehlinger (Port Manager) & Travis Webster (Port Harbormaster) to inspect the two warehouse buildings located in the Boatyard.

Observations

Observations noted during 5/03 inspection are provided below, citing photos numbered 1 through 24. For the purposes of this report the two adjacent warehouse buildings will be considered to comprise the Boatyard Warehouse.

Photo 1 shows what could be considered the east front of the Warehouse, showing the general construction of the buildings to be wood frame atop concrete slab, with wood columns supporting beams and rafters, covered by metal sheeting. **Photo 2** shows that the columns in the section of the building shown in Photo 1 are placed in soil, are not treated and are absorbing water. **Photo 3** shows the same column lapped atop with large joist and rafter, fixed by hardware to support roof sheathing. **Photo 4** shows a section of peeled sheathing, which is present at several locations on building sidings and roof. **Photo 5** shows the man-door entry into the west-adjacent building with metal sheeting overlapping the cement block stem wall that is laid upon the concrete slab of that building.



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Photo 6 shows double stud wall support placed atop the concrete slab. The studs are treated, but nevertheless are not placed upon a mud sill or bottom plate. Bolting to anchor the building to the concrete is generally not seen in this building.

Photo 7 shows a corroded outside receptacle located on the west side of the Warehouse. **Photo 8** is a view of the south side, somewhat center, of the Warehouse, with bay doors open. **Photo 9** was taken later in the day when that same opening was blocked by a vehicle. **Photos 10 –1** and **10–2** show rotted beams impaled by support columns, pressed by the weight of the roof and wood frame members inside this bay. As shown in **Photo 10–2** some temporary supports are placed to prevent the collapse of that section of the building. However it should be noted that the supports provide no lateral support.

Photo 11, **Photo 12**, **Photo 15** and **Photo 21–2** all show the general roof support system, characterized by dimensional lumber trusses reinforced with plywood skins, supporting roof and roof ridge boards. Very long, thin joists seem to be used to anchor these trusses against lateral movement. **Photo 13** shows typically narrow mud sills between block and jack-column found at several locations in the Warehouse. **Photos 14** and **17** show the typical minimal framing, sometimes at open spaces filled with cripple stud wall framing, used for nail bars for the metal sheathing.

A number of roof leaks and flooding are indicated by staining and rotted wood members, dramatically demonstrated by **Photo 15**, showing a makeshift wooden interior roof placed by Warehouse workers to protect that particular section from dripping water leaking through the above roofing during storms. As seen in **Photo 16**, doorways are not sealed against the weather. **Photos 18** and **20** show adequately framed mezzanine construction, with two stud corners/bottom plates.

However, in these photos, as well as in **Photos 21–1**, **21–2**, **21–3** and **21–4**, and elsewhere on other photos in this report, electrical wiring and fixture are certainly not to code, and present a safety hazard (via hazardous energy exposure and fire). Concerns with respect to electrical outlets, wiring, etc. are spoken to below in a bit more detail. **Photo 19** shows the construction practice of stud and columns placed atop untreated mud sills/bottom plates, with no observed anchor bolts.

Electrical Service

Upon inspection it was first noticed that 1900 box connections for receptacles, switches, junctions, etc. with industrial covers and MC connectors, MC cables, conduit fittings with supports, EMT conduit tubing and/or RMC conduit, flex, or even Romax conduit were not present at most locations within the building .



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Loose extension cord-grade wire to lights and other equipment was seen throughout the building. During this brief inspection violations of NEC code pertaining to receptacle outlet grounding, GFCI protection, wall switch outlet controls, adequate weatherproofing, improper wiring of outlets from switches, etc. are prolific.

It is therefore recommended that an electrical inspection as is put forth in OAR. 918-271-0040 be conducted at the warehouse to inspect the appropriateness of the size, placement, protection and termination of service entrance conductors, service equipment, grounding electrode and grounding electrode conductor, bonding, overcurrent protection branch circuits, feeders and, if applicable any underground installations. The inspection should be performed by a person knowledgeable of the National Electric Code (NEC) and the Oregon Electrical Specialty Code (OESC), as applicable. Perhaps needless to say, even if one were to forego a formal inspection, it seems obvious that considerable work needs to be done to bring the existing electrical system in the Warehouse to code.



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EMC

Grants Pass * Jacksonville * Medford, OR

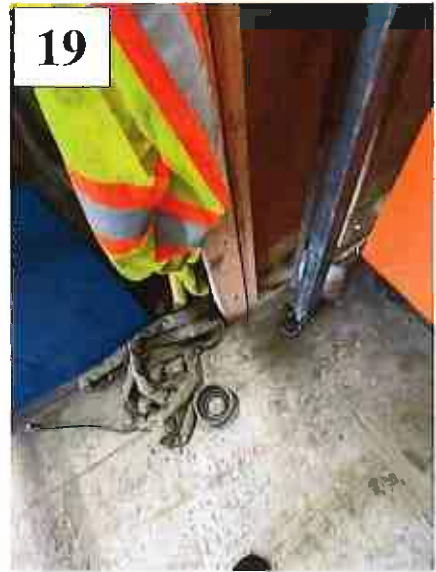
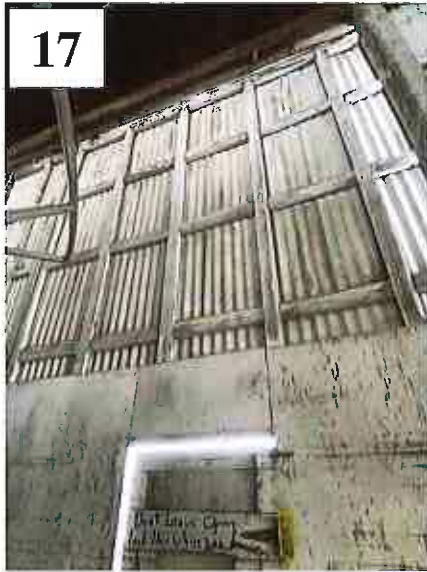
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EMC

Grants Pass * Jacksonville * Medford, OR

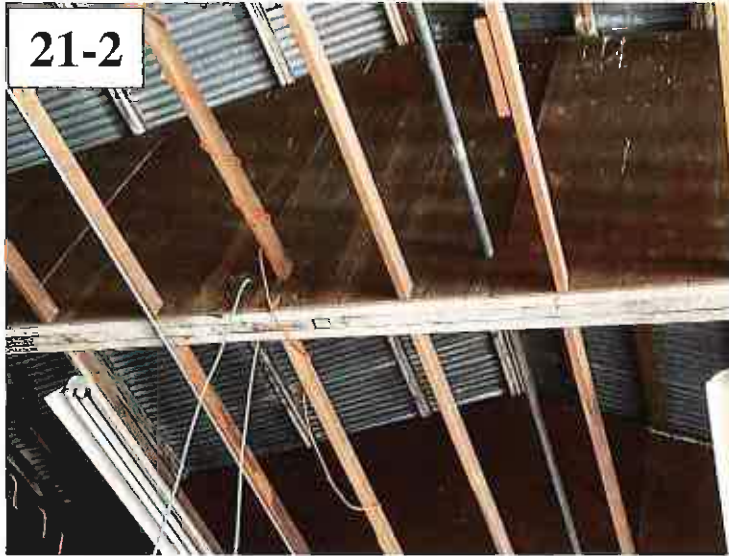
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- *Engineers/Scientists, LLC*



Sincerely

Jack (John) Akin, MS, PE, IC, HMS, CAI
EMC-Engineers/Scientists, LLC



RENEWAL: 12/31/23

ACTION ITEM – C

DATE: May 18, 2022
RE: Richard Cortez Delinquent Account Write Off Request
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- If the Port finds accounts unretrievable, the staff and Port Manager has the authority to write off delinquent accounts below \$1,000 and submit to a collection agency. Any amounts over \$1,000 requires Board action.
- Richard Cortez began his boat and trailer storage with the Port in 2017. His account routinely had late payments. His account ended up going past 90 days due when the Port acted. The account ended up going to collections for the past due amount for storage.
- Richard Cortez never responded to the Port notices to remove his property. Port proceeded with the seizure of the property and then disposed it. The charges for disposal are now due.
- Summary of the account is attached for your review on Richard Cortez. The Port has exhausted all attempts to contact and retrieve amounts due. Requesting to move forward sending the account to collections.

DOCUMENTS

- Delinquent Account Write Off Request, 4 pages
- OSMB Abandon & Derelict Vessel Seizure and Disposal Report, 2 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve delinquent account write off for \$1,145.69 from accounts receivable and submit Richard Cortez account amount of \$1,145.69 to the Port collection agency.



Delinquent Account Write Off Request

Customer: Cortez, Richard

Amount Owed: \$1,145.69 Date: April 29, 2022

Requesting permission to write off charges on account receivable as uncollectable.

Notes and timeline of collection attempts on the account of Cortez, Richard

- 8/4/2021 8:09:31 AM: Starting the proceed to seize Mr. Cortez's vessel as abandoned property. I called the number in Quickbooks and was able to leave a message asking to call us ASAP regarding his account. I verified he is the owner of vessel with registration number OR205SG according to OSMB.
- Time Line:
 - 06/30/2021 - Notice of Termination Sent
 - 07/09/2021 - Deadline for DEMAND Notice
 - 07/20/2021 - Submitted to Collections
 - 07/30/2021 - Deadline to remove property
 - 08/04/2021 - Sent pre seizure notice
 - 08/18/2021 - Seize Vessel
 - 08/18/2021 to 08/27/2021 - Sent Post Seizure Notice
 - 09/30/2021 - Ownership vests in the Port
 - 09/30/2021 - Drafted an Affidavit
- On October 1, 2021, Richard Cortez incurred \$984.50 Disposal Fee for his derelict boat and trailer
- January 31, 2022, 90 Days Overdue Notice in the amount of \$984.50 sent via USPS First Class, deadline 2/15/2022.kb
- February 15, 2022, Demand Notice sent to Richard Cortez by USPS Certified Mail on 15 February 2022 for \$1072.86 to P.O. Box 411, Fortuna, CA 95540.CH
- March 2, 2022, No response received from Richard Cortez to any correspondence
- March 8, 2022, Called Mr. Cortez at 1100 on 8 March, 2022, to offer the opportunity to start a payment plan direct with the Port. Was unable to speak directly to Mr. Cortez and was only able to leave a message. – cah
- March 16, 2022, Called Mr. Cortez at 1010 on 16 March, 2020, to follow up on the collection call made to him last week. Once again I said that the Port is willing to work with him on a payment plan. I urged him to call me back. – CAH
- March 28, 2022, Received 'Return To Sender, No Such Number, Unable To Forward' notice from USPS on 25 March, 2022 from the Demand for Payment of Debt Notice that was sent 15 February, 2022 to Richard Cortez at PO Box 411, Fortuna, CA 95540-0411 – cah
- March 29, 2022, Called Mr. Cortez at 1315 on 29 March, 2022, to discuss his outstanding balance with the Port. I did offer the opportunity to set up a payment plan direct with the Port for the amount that was owed on 1 March, 2022 - \$1,072.86 - as a last chance before the month of March was over. Apparently he is screening his calls because I have never been able to speak with him directly – cah



- April 6, 2022, Called Mr. Cortez at 1300 on 6 April, 2022 to offer a repayment plan before his account is sent to a collection agency. I was unable to speak directly with Mr. Cortez, but left him a message on his machine letting him know the advantage of working directly with the Port – cah
- April 13, 2022, Called Mr. Cortez at 1541 on Wednesday, 13 April, 2022. Call went to voice mail and I asked him to call us here at the Port as soon as he could – cah
- April 19, 2022, Called Mr. Cortez at 1103 on Tuesday, April 19, 2022, and asked hiim to call the Port as soon as he could. We would appreciate speaking with him. Cah
- 4/29/2022 9:15:39 AM: Called Richard Cortez and left a message concerning his account and stated it is imperative to return my call ASAP. Explained the charges on his account and our attempts to contact him. kb

Write off this account on accounts receivable as uncollectable and **submit this to collection agency in the amount of \$1,145.69.**

Write off this amount on accounts receivable as uncollectable in the accounts receivable and **do not submit this to collection agency in the amount of \$1,145.69.**

Other Agreement/Terms as presented and approved. Customer balance is \$1,145.69

Authorized / Attached Minutes

Date



Port of Brookings Harbor

PO Box 848
Brookings, OR 97415

Statement

Date

4/29/2022

To:

Richard Cortez

Amount Due	Amount Enc.
\$1,145.69	

PLEASE NOTE

Rate increase effective July 1, 2022

For further details visit our website:

www.portofbrookingsharbor.com

Date	Transaction	Amount	Balance
10/01/2021	INV #20211856. Due 10/01/2021. Orig. Amount \$984.50. Disposal Fees - 09/30/2021 - Dispose of derelict boat, OR205SG & trailer, OR license #HU14596 --- Disposal Fees, 6.23 @ \$150.00 = 934.50 --- Labor, 0.5 @ \$100.00 = 50.00 --- Tax: Lodging Tax @ 8.5% = 0.00	984.50	984.50
11/30/2021	INV #FC 1297. Due 11/30/2021. Orig. Amount \$29.13. Finance Charge --- Fin Chg \$29.13 --- Invoice #20211856 for 984.50 on 10/01/2021	29.13	1,013.63
12/29/2021	INV #FC 1337. Due 12/29/2021. Orig. Amount \$43.21. Finance Charge --- Fin Chg \$43.21 --- Invoice #20211856 for 984.50 on 10/01/2021	43.21	1,056.84
01/31/2022	INV #FC 1373. Due 01/31/2022. Orig. Amount \$16.02. Finance Charge --- Fin Chg \$16.02 --- Invoice #20211856 for 984.50 on 10/01/2021	16.02	1,072.86
02/28/2022	INV #FC 1402. Due 02/28/2022. Orig. Amount \$72.83. Finance Charge --- Fin Chg \$72.83 --- Invoice #20211856 for 984.50 on 10/01/2021	72.83	1,145.69

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	Amount Due
0.00	0.00	72.83	16.02	1,056.84	\$1,145.69

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

(541) 469-2218 • info@portofbrookingsharbor.com

www.portofbrookingsharbor.com

Port of Brookings Harbor
Balance Details for Cortez, Richard - Approval Required
All Transactions

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Memo</u>	<u>Due Date</u>	<u>Amount</u>	<u>Aging</u>	<u>Open Balance</u>
Invoice	FC 1402	02/28/2022	Finance Charge	02/28/2022	72.83	60	72.83
Invoice	FC 1373	01/31/2022	Finance Charge	01/31/2022	16.02	88	16.02
Invoice	FC 1337	12/29/2021	Finance Charge	12/29/2021	43.21	121	43.21
Invoice	FC 1297	11/30/2021	Finance Charge	11/30/2021	29.13	150	29.13
Total Finance Charges							161.19
Invoice	20211856	10/01/2021	Disposal Fees - 09/30/2021 - Dispose of derelict boat, OR205SG & trailer, OR license #HU14596	10/01/2021	984.50	210	984.50
Total Disposal Charges							984.50
Total Owed							1,145.69

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ABANDONED & DERELICT VESSEL SEIZURE AND DISPOSAL REPORT



BoatOregon.com | (503) 378-8587

ENFORCEMENT AGENCY INFO

Enforcement Agency	Point of Contact	Phone Number	Email	Report Author
Port of Brookings Harbor	Kim Boom, Financial Officer	541-469-2218	accounts@portofbrookingsharbor.com	Charlie Helms

OTHER AGENCIES INVOLVED

Other Agency Involved	Point of Contact	Other Agency Involved	Point of Contact
N.A.			

VESSEL INFO

State Registration #	HIN	Length	Manufacturer	Type	Vessel Name
OR205SG vessel HU14596 trailer	BLBA92ECH889	28ft 8in	Bayliner	Runabout	

Owner of Record #1	Mailing Address	Phone Number	Email
Richard Cortez			

Owner of Record #2	Mailing Address	Phone Number	Email

VIOLATION INFO

Waterbody	Case Nickname or Landmark	County	Location Coordinates
Port of Brookings Harbor	Vessel located in dry storage at Port of Brookings Harbor	Curry	42.0514 N, 124.2667 W

Describe how vessel met legal definition of <i>Abandoned</i> (or N/A)	Describe how vessel met legal definition of <i>Derelict</i> (or N/A)	Describe how vessel warranted <i>Seizure w/o Notice</i> (or N/A)
Owner did not pay storage charges from February 2020 until seizure	N.A.	N.A.

Responsible Party #1	Mailing Address	Phone Number	Email
Richard Cortez			

DOB	DL	Physical Address	Other Info

Date of pre-seizure notice	Date of post-seizure notice	Date of seizure	Date of disposal
August 3, 2021	August 19, 2021	August 19, 2021	September 28, 2021

COST REPORTING


Contractor	Point of Contact	Phone Number	Tasks Completed
N.A.			

Removal Cost	Storage Cost	Disposal Cost	Total Cost
Port Labor \$50 to tow vessel to Curry Transfer & recycling	\$314.67	\$934.50 Curry Transfer & Recycling	\$1299.17

Is the enforcement agency requesting reimbursement from the OSMB Salvaged Vessel Subaccount? Y N

If requesting reimbursement for more than 90% of the total cost, you must describe the enforcement agency's in-kind contributions directly related to the salvage, storage, and disposal of the vessel.

marine.board@boat.oregon.gov



E-MAILED
11/03/21 CAH

If more space is needed, please attach additional pages. If requesting reimbursement, include all expense receipts and invoices. Please submit this form to the Marine Board within 14 days of disposal or other resolution.





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ACTION ITEM – D

DATE: May 18, 2022
RE: Charles Case Delinquent Account Write Off Request
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- If the Port finds accounts unretrievable, the staff and Port Manager has the authority to write off delinquent accounts below \$1,000 and submit to a collection agency. Any amounts over \$1,000 requires Board action.
- Charles Case had moorage and gear storage with the Port for many years. His account routinely had late payments during his time here. Charles ended up selling his boat and gear last year. The Port and Business Oregon helped Charles Case through the COVID relief period. His account ended up going past 90 days due when demand notices were mailed. Many phone calls were made to workout possible payment plans without any response from Charles.
- These charges are for the vessel and gear that remained on Port property after his termination notice.
- Summary of account is attached for your review on Charles Case. The Port has exhausted all attempts to contact and retrieve amounts due. Requesting to move forward sending the account to collections.

DOCUMENTS

- Delinquent Account Write Off Request, 5 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve delinquent account write off for \$2,637.94 from accounts receivable and submit Charles Case account amount of \$2,637.94 to the Port collection agency.



Delinquent Account Write Off Request

Customer: Case, Charles

Amount Owed: \$2,637.94 Date: April 29, 2022

Requesting permission to write off charges on account receivable as uncollectable.

Notes and timeline of collection attempts on the account of Case, Charles.

- 6/30/2021 9:05:08 AM: sent a Notice of Termination - Gear Storage Agreement, and Demand Notice for past due balance of \$1,468.74

Mr Case has 10 days to pay his debt, and 30 days to remove his property from the Port. AS

- 9/15/2021 8:16:36 AM: Preseizure Notice for the Gear & Property sent to the following via USPS Certified Mail and adhered to the Gear and Property
- 9/30/2021 8:24:12 AM: 2nd Preseizure Notice for the Gear & Property sent to the following via USPS Certified Mail and adhered to the Gear and Property.
- 10/13/2021 11:17:30 AM: 3rd Preseizure Notice for the Gear & Property sent to the following via USPS Certified Mail and adhered to the Gear and Property
- 10/12/2021 11:17:30 AM: Customer failed to remove gear and the vessel by termination deadline. Staff created charges for gear storage and monthly moorage from August 10, 2021 to 10/28/2021.
- 10/28/2021 1:37:44 PM: SEIZURE PROCESS CEASED ON 28 OCT 2021...the vessel ANN ME and all the gear and property were sold.
- 1/31/2022 8:46:28 AM: 90 Days Overdue Notice in the amount of \$2,296.00 sent via USPS First Class, deadline 2/15/2022.kb
- 2/15/2022 1:08:13 PM: Demand Notice sent via USPS Certified Mail on 15 Feb, 2022, to Charles Case, 1849 Clover Valley Road, Upper Lake , CA 95485 for \$2479.42.CH
- 3/8/2022 1:22:55 PM: Called Mr. Case at 1130 on 8 March, 2022, to offer working out a payment plan with the Port to clear up his outstanding balance. I also emailed a similar message to his email address explaining the benefits of working with the Port directly to set up a payment plan.- cah
- 3/16/2022 1:22:55 PM: Called 707-752-7857 on 16 March, 2022, at 0950. Call was answered by an individual who claimed that he wasn't Charles Case. He said Mr. Case should be back shortly and that he would leave him a message. I believe it was Mr. Case who answered but there was no way, never having spoken to him before, for me to verify his identity. I will attempt to call this afternoon.- CAH
- 3/21/2022 1:22:55 PM: Received "Return to Sender" UNCLAIMED and Unable to Forward - Demand Notice sent via USPS Certified Mail on 15 Feb, 2022, to Charles Case, 1849 Clover Valley Road, Upper Lake , CA 95485 for \$2479.42.kb
- 3/29/2022 8:46:28 AM: Called Mr. Case at 1341 on 29 March, 2022, to offer him the opportunity to work out a payment plan with the Port on his outstanding balance of \$2,479.42. I urged him to call me back before the end of March so that we could work out something together before it was too late - cah



- 4/6/2022 9:46:28 AM: Called Mr. Case at 1311 on 6 April, 2022. His Mailbox is full but I was given the option to send an SMS message. I selected #5 to send an SMS message but the only option I had was to send my phone number, 541-254-4023, without any additional message.- cah
- 4/13/2022 1:22:55 PM: Called Mr. Case at 1545 on Wednesday, 13 April, 2022. Call went to voice mail and I left a message asking him to call us here at the Port as soon as possible -- cah
- 4/19/2022 1:22:55 PM: Called Mr. Case at 1107 on Tuesday, April 19, 2022. I received his 'Mail Box Full' notification which is the same thing that happened when I made the call to Mr. Case last week. Once again I was able to send a simple SMS message which contained the 541-254-4023 Port telephone number.
- 4/29/2022 8:42:39 AM: Called Beverly concerning Charles account, I received his 'Mail Box Full' notification which is the same thing that happened when I made the call to Mr. Case last week. Called Charles mobile and left a message concerning his account and stated it is imperative to return my call ASAP.
- 4/29/2022 3:31:42 PM: I spoke with Beverly. She wants me to send over invoices due via email. I told her we have been trying to reach Charles for more than 2 months. I told her this is the last time we will contact them and this account if not paid by May 11th the account will go to the board on May 18th on how to proceed. kb

Write off this account on accounts receivable as uncollectable and **submit this to collection agency in the amount of \$2,637.94.**

Write off this amount on accounts receivable as uncollectable in the accounts receivable and **do not submit this to collection agency in the amount of \$2,637.94.**

Other Agreement/Terms as presented and approved. Customer balance is \$2,637.94

Authorized / Attached Minutes

Date



Port of Brookings Harbor

PO Box 848
Brookings, OR 97415

Statement

Date

4/29/2022

To:

Charles Case

Amount Due	Amount Enc.
\$2,637.94	

PLEASE NOTE

Rate increase effective July 1, 2022

For further details visit our website:
www.portofbrookingsharbor.com

Date	Transaction	Amount	Balance
10/11/2021	INV #20211892. Due 10/11/2021. Orig. Amount \$604.80. Gear Storage: Owed because gear remains on port property after Termination Date --- Gear Storage, 3,360 @ \$0.06 = 201.60 --- Gear Storage, 3,360 @ \$0.06 = 201.60 --- Gear Storage, 3,360 @ \$0.06 = 201.60 --- Tax: Lodging Tax @ 8.8% = 0.00	604.80	604.80
10/11/2021	INV #20211893. Due 10/11/2021. Orig. Amount \$1,691.20. Monthly Moorage (8/10-9/10 and 9/10-10/10), plus daily transient moorage (10/11 -10/28/21) - due vessel remains on property after Termination --- Rec Water/Elec Monthly, 50 @ \$12.16 = 608.00 --- Rec Water/Elec Monthly, 50 @ \$12.16 = 608.00 --- Transient Dock Daily Rate, 18 @ \$26.40 = 475.20 --- Tax: Lodging Tax @ 8.5% = 0.00	1,691.20	2,296.00
11/30/2021	INV #FC 1295. Due 11/30/2021. Orig. Amount \$56.61. Finance Charge --- Fin Chg \$56.61	56.61	2,352.61
12/29/2021	INV #FC 1336. Due 12/29/2021. Orig. Amount \$89.45. Finance Charge --- Fin Chg \$89.45 --- Invoice #20211892 for 604.80 on 10/11/2021 --- Invoice #20211893 for 1,691.20 on 10/11/2021	89.45	2,442.06

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	Amount Due
0.00	0.00	158.52	37.36	2,442.06	\$2,637.94

Port of Brookings Harbor • 16330 Lower Harbor Road • P. O. Box 848 Brookings, Oregon 97415
(541) 469-2218 • info@portofbrookingsharbor.com
www.portofbrookingsharbor.com



Port of Brookings Harbor

PO Box 848
Brookings, OR 97415

Statement

Date
4/29/2022

To:

Charles Case

Amount Due	Amount Enc.
\$2,637.94	

PLEASE NOTE
Rate increase effective July 1, 2022

For further details visit our website:
www.portofbrookingsharbor.com

Date	Transaction	Amount	Balance
01/31/2022	INV #FC 1372. Due 01/31/2022. Orig. Amount \$37.36. Finance Charge --- Fin Chg \$37.36 --- Invoice #20211892 for 604.80 on 10/11/2021 --- Invoice #20211893 for 1,691.20 on 10/11/2021	37.36	2,479.42
02/28/2022	INV #FC 1401. Due 02/28/2022. Orig. Amount \$158.52. Finance Charge --- Fin Chg \$158.52 --- Invoice #20211892 for 604.80 on 10/11/2021 --- Invoice #20211893 for 1,691.20 on 10/11/2021	158.52	2,637.94

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	Amount Due
0.00	0.00	158.52	37.36	2,442.06	\$2,637.94

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www.portofbrookingsharbor.com

Port of Brookings Harbor
Balance Details for Case, Charles
All Transactions

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Memo</u>	<u>Due Date</u>	<u>Amount</u>
Invoice	FC 1401	02/28/2022	Finance Charge	02/28/2022	158.52
Invoice	FC 1372	01/31/2022	Finance Charge	01/31/2022	37.36
Invoice	FC 1336	12/29/2021	Finance Charge	12/29/2021	89.45
Invoice	FC 1295	11/30/2021	Finance Charge	11/30/2021	56.61
Total Finance Charges					341.94
Invoice	20211892	10/11/2021	Gear Storage: Owed because gear remains on port property after Termination Date	10/11/2021	604.80
Total Gear Storage					604.80
Invoice	20211893	10/11/2021	Monthly Moorage (8/10-9/10 and 9/10-10/10), plus daily transient moorage (10/11 -10/28/21) - due...	10/11/2021	1,691.20
Total Monthly Moorage					1,691.20
Total					2,637.94

94

ACTION ITEM – E

DATE: May 18, 2022
RE: Charter and Guide Boat Sign(s)
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- The Board of Commissioners stated they were interested in providing a sign for charter and guide companies that use this Port to advertise on.
- The Oregon Coast Visitors Association offered to pay for the design drawings (up to two revisions) and to share costs up to \$10,000 for the sign(s).
- SR Marketing & Design provided the first draft sign concepts for our review and comment.
- The Port will need to find possible locations to place the new sign(s) if approved. Google images of the Port are attached for mapping out possible locations.
- Port legal counsel is currently reviewing Tidewind Sportfishing lease(s) at the time of meeting packet release.

DOCUMENTS

- Concept design drawings provided by SR Marketing & Design through Oregon Coast Visitors Association, 3 pages
- Proposed locations of new signs and you are here sign, 1 page

COMMISSIONERS ACTION

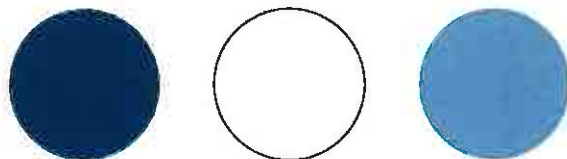
- **Recommended Motion:**
Motion to approve sign concept # ____ for the charter and guide sign to be built and installed at the _____, _____ and _____ as discussed and allow the Port Manager to supplement the costs of these signs with Oregon Coast Visitors Association.

SIGN CONCEPT 1

**PORT of
BROOKINGS HARBOR
CHARTERS and GUIDES**

DEEP SEA CHARTERS		RIVER GUIDES	
BROOKINGS FISHING CHARTER	541-813-1082	BROOKINGS FISHING CHARTER	541-813-1082
BROOKINGS FISHING CHARTER	541-813-1082	BROOKINGS FISHING CHARTER	541-813-1082
BROOKINGS FISHING CHARTER	541-813-1082	BROOKINGS FISHING CHARTER	541-813-1082
BROOKINGS FISHING CHARTER	541-813-1082	DIVE BOAT CHARTER	
BROOKINGS FISHING CHARTER	541-813-1082	CORAL SEA SCUBA	541-472-8111
6-PACK CHARTERS		KAYAK TOURS	
BROOKINGS FISHING CHARTER	541-813-1082	SOUTH COAST TOURS	541-373-0487
BROOKINGS FISHING CHARTER	541-813-1082		

COLOR PALETTE



TYPE FACE

TIMES NEW ROMAN - BOLD, UPPER CASE

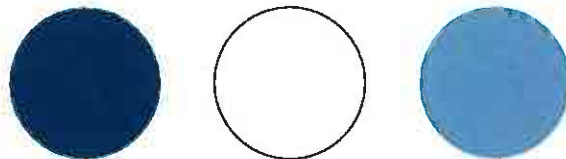
Times New Roman - Italic, Lower Case

TW CEN MT CONDENSED - BOLD, UPPER CASE

SIGN CONCEPT 2

DEEP SEA CHARTERS		RIVER GUIDES	
BROOKINGS FISHING CHARTER	541-813-1082	BROOKINGS FISHING CHARTER	541-813-1082
BROOKINGS FISHING CHARTER	541-813-1082	BROOKINGS FISHING CHARTER	541-813-1082
BROOKINGS FISHING CHARTER	541-813-1082	BROOKINGS FISHING CHARTER	541-813-1082
BROOKINGS FISHING CHARTER	541-813-1082	DIVE BOAT CHARTER	
BROOKINGS FISHING CHARTER	541-813-1082	CORAL SEA SCUBA	541-472-8111
6-PACK CHARTERS		KAYAK TOURS	
BROOKINGS FISHING CHARTER	541-813-1082	SOUTH COAST TOURS	541-373-0487
BROOKINGS FISHING CHARTER	541-813-1082		

COLOR PALETTE



TYPE FACE

GEORGIA - BOLD, UPPER CASE

Georgia - Italic, Lower Case

TW CEN MT CONDENSED - BOLD, UPPER CASE

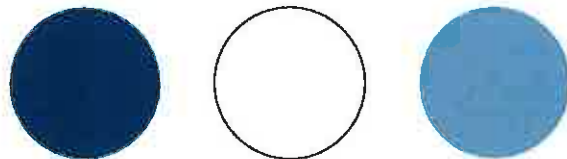
SIGN CONCEPT 3

PORT of BROOKINGS HARBOR

CHARTERS and GUIDES

DEEP SEA CHARTERS		RIVER GUIDES	
BROOKINGS FISHING CHARTER	541-813-1082	BROOKINGS FISHING CHARTER	541-813-1082
BROOKINGS FISHING CHARTER	541-813-1082	BROOKINGS FISHING CHARTER	541-813-1082
BROOKINGS FISHING CHARTER	541-813-1082	BROOKINGS FISHING CHARTER	541-813-1082
BROOKINGS FISHING CHARTER	541-813-1082	DIVE BOAT CHARTER	
BROOKINGS FISHING CHARTER	541-813-1082	CORAL SEA SCUBA	541-472-8111
6-PACK CHARTERS		KAYAK TOURS	
BROOKINGS FISHING CHARTER	541-813-1082	SOUTH COAST TOURS	541-373-0487
BROOKINGS FISHING CHARTER	541-813-1082		

COLOR PALETTE



TYPE FACE

GEORGIA - BOLD, UPPER CASE

Georgia - Italic, Lower Case

TW CEN MT CONDENSED - BOLD, UPPER CASE

Proposed locations for new charter and guide boats signs. Use same map for "YOU ARE HERE" and finding charters and guides on the backside of the new signs.



INFORMATION ITEM – A

DATE: May 18, 2022
RE: April Stormwater Test Results and Tier 1 Report
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- The DEQ Stormwater Pollution Control Plan (SWPCP) second stormwater testing was completed on April 4. This was the second required test for the first six months of 2022. Two more tests will be required for the second half of the year.
- The test results continue to show pollution above the benchmark at the gear storage for copper which is under Tier 2 Corrective Action. Tier 2 Corrective Action is under our FEMA plan to install storm drainage system and paving to create parking areas for exempt stormwater area.
- Aluminum benchmark failed at the north gear storage catch basin. This pollution falls under the Tier 1 Reporting.
- Tier 1 Reporting is what the Port Staff can work on improving water quality.
- Tier 2 Reporting is engineered improvements.

DOCUMENTS

- Stormwater Test Results Tier 1 Report Form, 22 pages



State of Oregon
Department of
Environmental
Quality

**Department of Environmental Quality
Industrial Stormwater Permits
Tier I Report Form**

Instructions: Fill out this form if stormwater sampling results show an exceedance of any statewide benchmark(s), sector specific benchmark(s), or reference concentration(s) for impairment pollutants identified in the permit assignment letter. If you need additional space to answer the questions below, please attach additional sheet(s). The form must be filled out within 30 days of receiving analytical results. If no changes to the SWPCP are required or for benchmark exceedances, please retain this form onsite.

Submit Tier I report no later than 60 calendar days after receiving monitoring results for a sample that exceeds an impairment reference concentration.

Date Form Prepared: April 11, 2022

Facility Name: Port of Brookings Harbor

File Number #: 126385

County: Curry County

SIC Code(s): 4493, 2092

Prepared By: Gary Dehlinger

Phone Number: 541-469-2218

E-mail Address: portmanager@portofbrookingsharbor.com

Form is being filled out in response to:

Statewide Benchmark Exceedance (list analyte(s)): Aluminum

Sector Specific Benchmark Exceedance (list analytes(s)):

Impairment Pollutant Reference Concentration Exceedance (list analyte(s)):

Date Sampling Occurred: April 4, 2022

Date Lab Results Received: April 9, 2022

Describe the result(s) of the investigation of the elevated pollutant levels:

Outlet 305 BC Gear Storage aluminum; exceeded benchmarks. Lack of developed stormwater control infrastructure such as paved surfaces and proper stormwater drainage could be a major contributor.

Describe the corrective action(s) you will take to address the benchmark exceedence(s):

Street sweeping scheduled this month. The Port has two FEMA disaster projects that will incorporate stormwater control in the areas of the failed tests. The projects are estimated to begin as early as 2022 and expected to be completed by end of 2023.

Date corrective action(s) completed or expected to be completed: 4/29/2022

Are SWPCP revisions necessary?

Yes

No

If "Yes", please describe revisions below:

Please submit the revised pages of the SWPCP to DEQ or Agent, including a schedule for implementing the control measures.

Sample Information

Sample ID:	22201051	Collectors Name:	Gary Dehlinger
Address of Source:	16330 Lower Harbor Road	Sample Point:	103 - Boat Yard
Project Name:	Port of Brookings Harbor	Source:	N/A
Received Date:	04/05/2022	Treatment System:	None

Results of Chemical Analysis

Sample Name:			Collection Date:					
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst ID	Drip Area
Copper	TIER 2 EPA 200.7	0.006	ND	mg/L		04/08/22 10:51 am	JNS AA	
Lead	SM 3113 B	0.01	ND	mg/L		04/08/22 9:14 am	JNS AC	
Total Suspended Solids	EPA 160.2	1.0	36.00	mg/L	100.00	04/07/22 10:58 am	JNS AD	
Zinc	EPA 200.7	0.06	ND	mg/L		04/08/22 10:51 am	JNS AE	
Aluminum	EPA 200.7	0.04	0.2873	mg/L	1.10	04/08/22 10:51 am	JNS AF	

DEFINITIONS AND DATA FLAGS

- | | |
|--|---|
| <ul style="list-style-type: none"> A Analysis is covered under ORELAP scope of Accreditation AA Analysis is covered under ISO scope of Accreditation C Sample did not meet acceptance criteria H Analysis performed outside method hold time ID Subsample identifier for each Sample number M Matrix Spike recovery is out of control limits due to matrix interference
The LCS was in acceptance limits showing the analysis is in control and the data is acceptable | <ul style="list-style-type: none"> E Estimated Value LOQ Reporting Limit N/A Not Applicable ND None Detected S Sample Outsourced |
|--|---|

Results Color Key
No EPA Limit
Low Risk within EPA Limit
Medium Risk
High Risk Exceeds EPA Limit
Call the Lab to Discuss



Grants Pass Water Lab

"Fast & Reliable Water Testing Since 1978"

904 SEM Street · Grants Pass, OR 97526 · 541-476-0733 · www.gpwaterlab.com · ORELAP# OR100033

Mail To:

Port of Brookings Harbor

Attn:

16330 Lower Harbor Road
Brookings, OR 97415

Date:

April 08, 2022

Address of Source:

16330 Lower Harbor Road

Sample ID #:

22201051

Project Name:

Port of Brookings Harbor

Analysis Report

The following results pertain only to the samples submitted, and are for the sole and exclusive use of the above named client.

This report shall not be reproduced, except in full, without written approval of the laboratory.

The following accredited results meet all requirements of ISO/IEC17025:2005 unless otherwise noted by data flag indicators or comments.

The color coded key is only a guide for interpreting results. All evaluations should be compared to the limitations set by the EPA and/or your primary care physician.

Please do not hesitate to call to discuss results or ask any questions. We are at your service!

Sincerely,

Jessica Stark
Senior Chemist

**Grants Pass Water Laboratory, INC
Analytical QC Summary Report**

Sample ID: 22201046-22201051

Total Suspended Solids

Run Number: 1402

Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Method Blank									
TSS	Method Blank	EPA 160.2	ND	1.0	mg/L		≤1.0		

Laboratory Control Sample (LCS)

TSS	LCS-8396AB64BC32	EPA 160.2	86.0	1.0	mg/L	95.60%	90-110%		
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Duplicate

TSS	Dup22201051AD	EPA 160.2	40	1.0	mg/L			10.50%	≤20%
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Trace Metals

Run Number: 40822

Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Method Blank									
Copper	Prep Blank	EPA 200.7	ND	0.006	mg/L		≤0.006		
Zinc	Prep Blank	EPA 200.7	ND	0.08	mg/L		≤0.06		
Aluminum	Prep Blank	EPA 200.7	ND	0.04	mg/L		≤0.04		
Lead	Prep Blank	SM 3113B	ND	0.01	mg/L		≤0.01		

Laboratory Control Sample (LCS)

Copper	LCS-14FB83BDB022	EPA 200.7	0.9247	0.006	mg/L	99.86%	90-110%		
Zinc	LCS-14FB83BDB022	EPA 200.7	1.5108	0.06	mg/L	100.05%	90-110%		
Aluminum	LCS-14FB83BDB022	EPA 200.7	0.9384	0.04	mg/L	101.56%	90-110%		
Lead	LCS-28E2760B88ED	SM 3113B	0.0450	0.01	mg/L	103.60%	90-110%		

Matrix Spike (MS)

Copper	MS22200928	EPA 200.7	1.0648	0.006	mg/L	106.54%	75-125%		
Copper	MS22200933	EPA 200.7	1.1195	0.006	mg/L	111.80%	75-125%		
Zinc	MS22200928	EPA 200.7	2.1442	0.06	mg/L	107.16%	75-125%		
Zinc	MS22200933	EPA 200.7	2.2823	0.06	mg/L	113.30%	75-125%		
Aluminum	MS22200928	EPA 200.7	1.0673	0.04	mg/L	106.94%	75-125%		
Aluminum	MS22200933	EPA 200.7	1.1339	0.04	mg/L	112.90%	75-125%		
Lead	MS22201114	SM3113B	0.0169	0.01	mg/L	105.80%	75-125%		
Lead	MS22201129	SM3113B	0.0155	0.01	mg/L	96.50%	75-125%		

Matrix Spike Duplicate (MSDup)

Copper	MSDup22200928	EPA 200.7	1.1089	0.006	mg/L			4.15%	≤20%
Copper	MSDup22200933	EPA 200.7	1.0072	0.006	mg/L			10.60%	≤20%
Zinc	MSDup22200928	EPA 200.7	2.2334	0.06	mg/L			4.07%	≤20%
Zinc	MSDup22200933	EPA 200.7	2.0454	0.06	mg/L			10.96%	≤20%
Aluminum	MSDup22200928	EPA 200.7	1.1058	0.04	mg/L			3.54%	≤20%
Aluminum	MSDup22200933	EPA 200.7	1.0193	0.04	mg/L			10.60%	≤20%
Lead	MSDup22201114	SM3113B	0.0167	0.01	mg/L			0.80%	≤20%
Lead	MSDup22201129	SM3113B	0.0158	0.01	mg/L			2.00%	≤20%

Sample Information

Sample ID:	22201049	Collectors Name:	Gary Dehlinger
Address of Source:	16330 Lower Harbor Road	Sample Point:	202 - Hallmark Dock
Project Name:	Port of Brookings Harbor	Source:	N/A
Received Date:	04/05/2022	Treatment System:	None

Results of Chemical Analysis

Sample Notes:	202 - Hallmark Dock		Collection Date:		04/08/22 8:48 AM			
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst ID	Lab Step
Copper	EPA 200.7	0.006	0.0103	mg/L	0.025	04/08/22 10:46 am	JNS AA	
Lead	SM 3113 B	0.01	ND	mg/L		04/08/22 9:14 am	JNS AC	
Total Suspended Solids	EPA 160.2	1.0	94.00	mg/L	100.00	04/07/22 10:58 am	JNS AD	
Zinc	EPA 200.7	0.06	ND	mg/L		04/08/22 10:46 am	JNS AE	
Aluminum	EPA 200.7	0.04	0.9975	mg/L	1.10	04/08/22 10:46 am	JNS AF	

DEFINITIONS AND DATA FLAGS

- A Analysis is covered under ORELAP scope of Accreditation
- AA Analysis is covered under ISO scope of Accreditation
- C Sample did not meet acceptance criteria
- H Analysis performed outside method hold time
- ID Subsample identifier for each Sample number
- M Matrix Spike recovery is out of control limits due to matrix interference
The LCS was in acceptance limits showing the analysis is in control and the data is acceptable

- E Estimated Value
- LOQ Reporting Limit
- N/A Not Applicable
- ND None Detected
- S Sample Outsourced

Results Color Key
White - No EPA Limit
Low Risk within EPA Limit
Medium Risk
High Risk Exceeds EPA Limit
Call the Lab to Discuss



Grants Pass Water Lab

"Fast & Reliable Water Testing Since 1978"

964 SE M Street · Grants Pass, OR 97526 · 541-476-0733 · www.gpwaterlab.com · ORELAP# OR100033

Mall To:

Port of Brookings Harbor

Attn:

16330 Lower Harbor Road
Brookings, OR 97415

Date:

April 08, 2022

Address of Source:

16330 Lower Harbor Road

Sample ID #:

22201049

Project Name:

Port of Brookings Harbor

Analysis Report

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Please do not hesitate to call to discuss results or ask any questions. We are at your service!

Sincerely,

Jessica Stark
Senior Chemist

**Grants Pass Water Laboratory, INC
Analytical QC Summary Report**

Sample ID: 22201046-22201051

Total Suspended Solids

Run Number: 1402

Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Method Blank									
TSS	Method Blank	EPA 160.2	ND	1.0	mg/L		≤1.0		

Laboratory Control Sample (LCS)

TSS	LCS-8396AB54BC32	EPA 160.2	86.0	1.0	mg/L	95.60%	90-110%		
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Duplicate

TSS	Dup22201051AD	EPA 160.2	40	1.0	mg/L			10.50%	≤20%
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Trace Metals

Run Number: 40822

Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Method Blank									
Copper	Prep Blank	EPA 200.7	ND	0.008	mg/L		≤0.008		
Zinc	Prep Blank	EPA 200.7	ND	0.08	mg/L		≤0.08		
Aluminum	Prep Blank	EPA 200.7	ND	0.04	mg/L		≤0.04		
Lead	Prep Blank	SM 3113B	ND	0.01	mg/L		≤0.01		

Laboratory Control Sample (LCS)

Copper	LCS-14FB83BDB022	EPA 200.7	0.9247	0.008	mg/L	99.86%	90-110%		
Zinc	LCS-14FB83BDB022	EPA 200.7	1.5108	0.08	mg/L	100.05%	90-110%		
Aluminum	LCS-14FB83BDB022	EPA 200.7	0.9384	0.04	mg/L	101.56%	90-110%		
Lead	LCS-29E2750B89ED	SM 3113B	0.0450	0.01	mg/L	103.60%	90-110%		

Matrix Spike (MS)

Copper	MS22200928	EPA 200.7	1.0648	0.008	mg/L	108.54%	75-125%		
Copper	MS22200933	EPA 200.7	1.1195	0.008	mg/L	111.80%	75-125%		
Zinc	MS22200928	EPA 200.7	2.1442	0.08	mg/L	107.16%	75-125%		
Zinc	MS22200933	EPA 200.7	2.2823	0.08	mg/L	113.30%	75-125%		
Aluminum	MS22200928	EPA 200.7	1.0673	0.04	mg/L	106.94%	75-125%		
Aluminum	MS22200933	EPA 200.7	1.1339	0.04	mg/L	112.90%	75-125%		
Lead	MS22201114	SM3113B	0.0169	0.01	mg/L	105.80%	75-125%		
Lead	MS22201129	SM3113B	0.0155	0.01	mg/L	96.50%	75-125%		

Matrix Spike Duplicate (MSDup)

Copper	MSDup22200928	EPA 200.7	1.1099	0.008	mg/L			4.15%	≤20%
Copper	MSDup22200933	EPA 200.7	1.0072	0.008	mg/L			10.80%	≤20%
Zinc	MSDup22200928	EPA 200.7	2.2334	0.08	mg/L			4.07%	≤20%
Zinc	MSDup22200933	EPA 200.7	2.0454	0.08	mg/L			10.95%	≤20%
Aluminum	MSDup22200928	EPA 200.7	1.1058	0.04	mg/L			3.54%	≤20%
Aluminum	MSDup22200933	EPA 200.7	1.0193	0.04	mg/L			10.60%	≤20%
Lead	MSDup22201114	SM3113B	0.0167	0.01	mg/L			0.80%	≤20%
Lead	MSDup22201129	SM3113B	0.0168	0.01	mg/L			2.00%	≤20%

Sample Information

Sample ID:	22201050	Collectors Name:	Gary Dehlinger
Address of Source:	16330 Lower Harbor Road	Sample Point:	203 - Fuel Dock
Project Name:	Port of Brookings Harbor	Source:	N/A
Received Date:	04/05/2022	Treatment System:	None

Results of Chemical Analysis

Sample Notes:	203 - Fuel Dock		Collection Date:		04/04/22 8:12 AM			
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst ID	Flags
Copper	EPA 200.7	0.006	0.0214	mg/L	0.025	04/08/22 10:49 am	JNS AA	
Lead	SM 3113 B	0.01	ND	mg/L		04/08/22 9:14 am	JNS AC	
Total Suspended Solids	EPA 160.2	1.0	28.00	mg/L	100.00	04/07/22 10:58 am	JNS AD	
Zinc	EPA 200.7	0.06	ND	mg/L		04/08/22 10:49 am	JNS AE	
Aluminum	EPA 200.7	0.04	0.6023	mg/L	1.10	04/08/22 10:49 am	JNS AF	

DEFINITIONS AND DATA FLAGS

- | | |
|--|---|
| <ul style="list-style-type: none"> A Analysis is covered under ORELAP scope of Accreditation AA Analysis is covered under ISO scope of Accreditation C Sample did not meet acceptance criteria H Analysis performed outside method hold time ID Subsample Identifier for each Sample number M Matrix Spike recovery is out of control limits due to matrix interference
The LCS was in acceptance limits showing the analysis is in control and the data is acceptable | <ul style="list-style-type: none"> E Estimated Value LOQ Reporting Limit N/A Not Applicable ND None Detected S Sample Outsourced |
|--|---|

Results Color Key

White - No EPA Limit

Low Risk
within EPA Limit

Medium Risk

High Risk
Exceeds EPA Limit

Call the Lab to Discuss



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Mail To:

Port of Brookings Harbor

Attn:

16330 Lower Harbor Road
Brookings, OR 97415

Date:

April 08, 2022

Address of Source:

16330 Lower Harbor Road

Sample ID #:

22201050

Project Name:

Port of Brookings Harbor

Analysis Report

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Sincerely,

Jessica Stark
Senior Chemist

**Grants Pass Water Laboratory, INC
Analytical QC Summary Report**

Sample ID: 22201046-22201051

Total Suspended Solids

Run Number: 1402

Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Method Blank									
TSS	Method Blank	EPA 160.2	ND	1.0	mg/L		≤1.0		

Laboratory Control Sample (LCS)

TSS	LCS-6396AB54BC32	EPA 160.2	86.0	1.0	mg/L	95.60%	90-110%		
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Duplicate

TSS	Dup22201051AD	EPA 160.2	40	1.0	mg/L			10.60%	≤20%
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Trace Metals

Run Number: 40822

Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Method Blank									
Copper	Prep Blank	EPA 200.7	ND	0.006	mg/L		≤0.006		
Zinc	Prep Blank	EPA 200.7	ND	0.08	mg/L		≤0.08		
Aluminum	Prep Blank	EPA 200.7	ND	0.04	mg/L		≤0.04		
Lead	Prep Blank	SM 3113B	ND	0.01	mg/L		≤0.01		

Laboratory Control Sample (LCS)

Copper	LCS-14FB83BDB022	EPA 200.7	0.9247	0.006	mg/L	99.86%	90-110%		
Zinc	LCS-14FB83BDB022	EPA 200.7	1.5108	0.08	mg/L	100.05%	90-110%		
Aluminum	LCS-14FB83BDB022	EPA 200.7	0.9384	0.04	mg/L	101.56%	90-110%		
Lead	LCS-29E2750B88ED	SM 3113B	0.0450	0.01	mg/L	103.60%	90-110%		

Matrix Spike (MS)

Copper	MS22200928	EPA 200.7	1.0648	0.006	mg/L	106.54%	75-125%		
Copper	MS22200933	EPA 200.7	1.1195	0.006	mg/L	111.80%	75-125%		
Zinc	MS22200928	EPA 200.7	2.1442	0.08	mg/L	107.16%	75-125%		
Zinc	MS22200933	EPA 200.7	2.2823	0.08	mg/L	113.30%	75-125%		
Aluminum	MS22200928	EPA 200.7	1.0873	0.04	mg/L	106.94%	75-125%		
Aluminum	MS22200933	EPA 200.7	1.1339	0.04	mg/L	112.90%	75-125%		
Lead	MS22201114	SM3113B	0.0169	0.01	mg/L	105.80%	75-125%		
Lead	MS22201129	SM3113B	0.0156	0.01	mg/L	96.50%	75-125%		

Matrix Spike Duplicate (MSDup)

Copper	MSDup22200928	EPA 200.7	1.1099	0.006	mg/L			4.15%	≤20%
Copper	MSDup22200933	EPA 200.7	1.0072	0.006	mg/L			10.80%	≤20%
Zinc	MSDup22200928	EPA 200.7	2.2334	0.08	mg/L			4.07%	≤20%
Zinc	MSDup22200933	EPA 200.7	2.0454	0.08	mg/L			10.95%	≤20%
Aluminum	MSDup22200928	EPA 200.7	1.1058	0.04	mg/L			3.54%	≤20%
Aluminum	MSDup22200933	EPA 200.7	1.0193	0.04	mg/L			10.60%	≤20%
Lead	MSDup22201114	SM3113B	0.0167	0.01	mg/L			0.80%	≤20%
Lead	MSDup22201129	SM3113B	0.0158	0.01	mg/L			2.00%	≤20%

Sample Information

Sample ID:	22201048	Collectors Name:	Gary Dehlinger
Address of Source:	16630 Lower Harbor Road	Sample Point:	302 - Gear Storage
Project Name:	Port of Brookings Harbor	Source:	N/A
Received Date:	04/05/2022	Treatment System:	None

Results of Chemical Analysis

Sample Notes		302 - Gear Storage		Collection Date:		04/04/22 8:04 AM	
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst ID
Copper	EPA 200.7	0.006	0.2150	mg/L	0.025	04/08/22 10:43 am	JNS AA
Lead	SM 3113 B	0.01	ND	mg/L		04/08/22 9:14 am	JNS AC
Total Suspended Solids	EPA 160.2	1.0	32.00	mg/L	100.00	04/07/22 10:58 am	JNS AD
Zinc	EPA 200.7	0.06	0.1134	mg/L	0.46	04/08/22 10:43 am	JNS AE
Aluminum	EPA 200.7	0.04	0.5447	mg/L	1.10	04/08/22 10:43 am	JNS AF

DEFINITIONS AND DATA FLAGS

- A Analysis is covered under ORELAP scope of Accreditation
- AA Analysis is covered under ISO scope of Accreditation
- C Sample did not meet acceptance criteria
- H Analysis performed outside method hold time
- ID Subsample Identifier for each Sample number
- M Matrix Spike recovery is out of control limits due to matrix interference
The LCS was in acceptance limits showing the analysis is in control and the data is acceptable

- E Estimated Value
- LOQ Reporting Limit
- N/A Not Applicable
- ND None Detected
- S Sample Outsourced

Results Color Key
White - No EPA Limit
Low Risk within EPA Limit
Medium Risk
High Risk Exceeds EPA Limit
Call the Lab to Discuss



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Mail To:

Port of Brookings Harbor

Attn:

16330 Lower Harbor Road
Brookings, OR 97415

Date:

April 08, 2022

Address of Source:

16630 Lower Harbor Road

Sample ID #:

22201048

Project Name:

Port of Brookings Harbor

Analysis Report

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Sincerely,

Jessica Stark
Senior Chemist

**Grants Pass Water Laboratory, INC
Analytical QC Summary Report**

Sample ID: 22201046-22201051

Total Suspended Solids

Run Number: 1402

Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Method Blank									
TSS	Method Blank	EPA 160.2	ND	1.0	mg/L		≤1.0		

Laboratory Control Sample (LCS)

TSS	LCS-6396AB54BC32	EPA 160.2	86.0	1.0	mg/L	96.60%	90-110%		
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Duplicate

TSS	Dup22201051AD	EPA 160.2	40	1.0	mg/L			10.50%	≤20%
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Trace Metals

Run Number: 40822

Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Method Blank									
Copper	Prep Blank	EPA 200.7	ND	0.006	mg/L		≤0.006		
Zinc	Prep Blank	EPA 200.7	ND	0.06	mg/L		≤0.06		
Aluminum	Prep Blank	EPA 200.7	ND	0.04	mg/L		≤0.04		
Lead	Prep Blank	SM 3113B	ND	0.01	mg/L		≤0.01		

Laboratory Control Sample (LCS)

Copper	LCS-14FB83BDB022	EPA 200.7	0.9247	0.006	mg/L	99.86%	90-110%		
Zinc	LCS-14FB83BDB022	EPA 200.7	1.5108	0.06	mg/L	100.05%	90-110%		
Aluminum	LCS-14FB83BDB022	EPA 200.7	0.9384	0.04	mg/L	101.56%	90-110%		
Lead	LCS-29E2750B89ED	SM 3113B	0.0450	0.01	mg/L	103.60%	90-110%		

Matrix Spike (MS)

Copper	MS22200928	EPA 200.7	1.0648	0.006	mg/L	106.54%	75-125%		
Copper	MS22200933	EPA 200.7	1.1195	0.006	mg/L	111.80%	75-125%		
Zinc	MS22200928	EPA 200.7	2.1442	0.06	mg/L	107.16%	75-125%		
Zinc	MS22200933	EPA 200.7	2.2823	0.06	mg/L	113.30%	75-125%		
Aluminum	MS22200928	EPA 200.7	1.0673	0.04	mg/L	106.94%	75-125%		
Aluminum	MS22200933	EPA 200.7	1.1339	0.04	mg/L	112.90%	75-125%		
Lead	MS22201114	SM3113B	0.0169	0.01	mg/L	105.80%	75-125%		
Lead	MS22201129	SM3113B	0.0155	0.01	mg/L	96.50%	75-125%		

Matrix Spike Duplicate (MSDup)

Copper	MSDup22200928	EPA 200.7	1.1099	0.006	mg/L			4.15%	≤20%
Copper	MSDup22200933	EPA 200.7	1.0072	0.006	mg/L			10.60%	≤20%
Zinc	MSDup22200928	EPA 200.7	2.2334	0.06	mg/L			4.07%	≤20%
Zinc	MSDup22200933	EPA 200.7	2.0454	0.06	mg/L			10.96%	≤20%
Aluminum	MSDup22200928	EPA 200.7	1.1058	0.04	mg/L			3.54%	≤20%
Aluminum	MSDup22200933	EPA 200.7	1.0193	0.04	mg/L			10.60%	≤20%
Lead	MSDup22201114	SM3113B	0.0167	0.01	mg/L			0.80%	≤20%
Lead	MSDup22201129	SM3113B	0.0158	0.01	mg/L			2.00%	≤20%

Sample Information

Sample ID:	22201047	Collectors Name:	Gary Dehlinger
Address of Source:	16330 Lower Harbor Road	Sample Point:	304 - Receiving Dock
Project Name:	Port of Brookings Harbor	Source:	N/A
Received Date:	04/05/2022	Treatment System:	None

Results of Chemical Analysis

Sample Name:			Collection Date:					
Constituent	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst ID	Conc/Fact
Copper	EPA 200.7	0.006	ND	mg/L		04/08/22 10:40 am	JNS AA	
Lead	SM 3113 B	0.01	ND	mg/L		04/08/22 9:14 am	JNS AC	
Total Suspended Solids	EPA 160.2	1.0	2.00	mg/L	100.00	04/07/22 10:58 am	JNS AD	
Zinc	EPA 200.7	0.06	ND	mg/L		04/08/22 10:40 am	JNS AE	
Aluminum	EPA 200.7	0.04	0.0652	mg/L	1.10	04/08/22 10:40 am	JNS AF	

DEFINITIONS AND DATA FLAGS

- | | |
|---|--|
| <p>A Analysis is covered under ORELAP scope of Accreditation</p> <p>AA Analysis is covered under ISO scope of Accreditation</p> <p>C Sample did not meet acceptance criteria</p> <p>H Analysis performed outside method hold time</p> <p>ID Subsample Identifier for each Sample number</p> <p>M Matrix Spike recovery is out of control limits due to matrix interference
The LCS was in acceptance limits showing the analysis is in control and the data is acceptable</p> | <p>E Estimated Value</p> <p>LOQ Reporting Limit</p> <p>N/A Not Applicable</p> <p>ND None Detected</p> <p>S Sample Outsourced</p> |
|---|--|

Results Color Key
White - No EPA Limit
Low Risk within EPA Limit
Medium Risk
High Risk Exceeds EPA Limit
Call the Lab to Discuss



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Mail To:

Port of Brookings Harbor

Attn:

16330 Lower Harbor Road
Brookings, OR 97415

Date:

April 08, 2022

Address of Source:

16330 Lower Harbor Road

Sample ID #:

22201047

Project Name:

Port of Brookings Harbor

Analysis Report

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Sincerely,

Jessica Stark
Senior Chemist

**Grants Pass Water Laboratory, INC
Analytical QC Summary Report**

Sample ID: 22201046-22201051

Total Suspended Solids

Run Number: 1402

Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Method Blank									
TSS	Method Blank	EPA 160.2	ND	1.0	mg/L		≤1.0		

Laboratory Control Sample (LCS)

TSS	LCS-6396AB54BC32	EPA 160.2	86.0	1.0	mg/L	95.60%	90-110%		
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Duplicate

TSS	Dup22201051AD	EPA 160.2	40	1.0	mg/L			10.50%	≤20%
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Trace Metals

Run Number: 40822

Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Method Blank									
Copper	Prep Blank	EPA 200.7	ND	0.006	mg/L		≤0.006		
Zinc	Prep Blank	EPA 200.7	ND	0.06	mg/L		≤0.06		
Aluminum	Prep Blank	EPA 200.7	ND	0.04	mg/L		≤0.04		
Lead	Prep Blank	SM 3113B	ND	0.01	mg/L		≤0.01		

Laboratory Control Sample (LCS)

Copper	LCS-14FB83BDB022	EPA 200.7	0.9247	0.006	mg/L	99.88%	90-110%		
Zinc	LCS-14FB83BDB022	EPA 200.7	1.6108	0.06	mg/L	100.05%	90-110%		
Aluminum	LCS-14FB83BDB022	EPA 200.7	0.9384	0.04	mg/L	101.56%	90-110%		
Lead	LCS-29E2750B89ED	SM 3113B	0.0450	0.01	mg/L	103.60%	90-110%		

Matrix Spike (MS)

Copper	MS22200928	EPA 200.7	1.0648	0.006	mg/L	108.54%	75-125%		
Copper	MS22200933	EPA 200.7	1.1195	0.006	mg/L	111.80%	75-125%		
Zinc	MS22200928	EPA 200.7	2.1442	0.06	mg/L	107.16%	75-125%		
Zinc	MS22200933	EPA 200.7	2.2623	0.06	mg/L	113.30%	75-125%		
Aluminum	MS22200928	EPA 200.7	1.0673	0.04	mg/L	106.94%	75-125%		
Aluminum	MS22200933	EPA 200.7	1.1339	0.04	mg/L	112.90%	75-125%		
Lead	MS22201114	SM3113B	0.0169	0.01	mg/L	105.80%	75-125%		
Lead	MS22201129	SM3113B	0.0155	0.01	mg/L	96.50%	75-125%		

Matrix Spike Duplicate (MSDup)

Copper	MSDup22200928	EPA 200.7	1.1099	0.006	mg/L			4.15%	≤20%
Copper	MSDup22200933	EPA 200.7	1.0072	0.006	mg/L			10.60%	≤20%
Zinc	MSDup22200928	EPA 200.7	2.2334	0.06	mg/L			4.07%	≤20%
Zinc	MSDup22200933	EPA 200.7	2.0454	0.06	mg/L			10.95%	≤20%
Aluminum	MSDup22200928	EPA 200.7	1.1058	0.04	mg/L			3.54%	≤20%
Aluminum	MSDup22200933	EPA 200.7	1.0193	0.04	mg/L			10.60%	≤20%
Lead	MSDup22201114	SM3113B	0.0167	0.01	mg/L			0.80%	≤20%
Lead	MSDup22201129	SM3113B	0.0158	0.01	mg/L			2.00%	≤20%

Sample Information

Sample ID:	22201046	Collectors Name:	Gary Dehlinger
Address of Source:	16330 Lower Harbor Road	Sample Point:	305 - BC Gear Storage
Project Name:	Port of Brookings Harbor	Source:	N/A
Received Date:	04/05/2022	Treatment System:	None

Results of Chemical Analysis

Sample Label:	305 - BC Gear Storage		Collection Date:	04/04/22 7:50 AM					
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst	ID	Lab Flag
Copper	EPA 200.7	0.006	0.0136	mg/L	0.025	04/08/22 10:38 am	JNS	AA	
Lead	SM 3113 B	0.01	ND	mg/L		04/08/22 9:14 am	JNS	AC	
Total Suspended Solids	EPA 160.2	1.0	66.00	mg/L	100.00	04/07/22 10:58 am	JNS	AD	
Zinc	EPA 200.7	0.06	ND	mg/L		04/08/22 10:38 am	JNS	AE	
Aluminum	EPA 200.7	0.04	3.2545	mg/L	1.10	04/08/22 10:38 am	JNS	AF	

DEFINITIONS AND DATA FLAGS

- A Analysis is covered under ORELAP scope of Accreditation
- AA Analysis is covered under ISO scope of Accreditation
- C Sample did not meet acceptance criteria
- H Analysis performed outside method hold time
- ID Subsample Identifier for each Sample number
- M Matrix Spike recovery is out of control limits due to matrix interference
The LCS was in acceptance limits showing the analysis is in control and the data is acceptable

- E Estimated Value
- LOQ Reporting Limit
- N/A Not Applicable
- ND None Detected
- S Sample Outsourced

Results Color Key
White - No EPA Limit
Low Risk within EPA Limit
Medium Risk
High Risk Exceeds EPA Limit
Call the Lab to Discuss



Grants Pass Water Lab

"Fast & Reliable Water Testing Since 1978"

964 38th Street • Grants Pass, OR 97526 • 541-476-0733 • www.gpwaterlab.com • ORELAP# OR100033

Mail To:

Port of Brookings Harbor

Attn:

16330 Lower Harbor Road
Brookings, OR 97415

Date:

April 08, 2022

Address of Source:

16330 Lower Harbor Road

Sample ID #:

22201046

Project Name:

Port of Brookings Harbor

Analysis Report

The following results pertain only to the samples submitted, and are for the sole and exclusive use of the above named client.

This report shall not be reproduced, except in full, without written approval of the laboratory.

The following accredited results meet all requirements of ISO/IEC17025:2005 unless otherwise noted by data flag indicators or comments.

The color coded key is only a guide for interpreting results. All evaluations should be compared to the limitations set by the EPA and/or your primary care physician.

Please do not hesitate to call to discuss results or ask any questions. We are at your service!

Sincerely,

Jessica Stark
Senior Chemist

**Grants Pass Water Laboratory, INC
Analytical QC Summary Report**

Sample ID: 22201046-22201051

Total Suspended Solids

Run Number: 1402

Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Method Blank									
TSS	Method Blank	EPA 160.2	ND	1.0	mg/L		≤1.0		

Laboratory Control Sample (LCS)

TSS	LCS-6396AB54BC32	EPA 160.2	86.0	1.0	mg/L	95.60%	90-110%		
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Duplicate

TSS	Dup22201051AD	EPA 160.2	40	1.0	mg/L			10.50%	≤20%
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Trace Metals

Run Number: 40822

Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Method Blank									
Copper	Prep Blank	EPA 200.7	ND	0.006	mg/L		≤0.006		
Zinc	Prep Blank	EPA 200.7	ND	0.06	mg/L		≤0.06		
Aluminum	Prep Blank	EPA 200.7	ND	0.04	mg/L		≤0.04		
Lead	Prep Blank	SM 3113B	ND	0.01	mg/L		≤0.01		

Laboratory Control Sample (LCS)

Copper	LCS-14FB83BDB022	EPA 200.7	0.9247	0.006	mg/L	99.86%	90-110%		
Zinc	LCS-14FB83BDB022	EPA 200.7	1.5108	0.06	mg/L	100.05%	90-110%		
Aluminum	LCS-14FB83BDB022	EPA 200.7	0.9384	0.04	mg/L	101.56%	90-110%		
Lead	LCS-29E2750B89ED	SM 3113B	0.0460	0.01	mg/L	103.60%	90-110%		

Matrix Spike (MS)

Copper	MS22200928	EPA 200.7	1.0648	0.006	mg/L	106.54%	75-125%		
Copper	MS22200933	EPA 200.7	1.1185	0.006	mg/L	111.80%	75-125%		
Zinc	MS22200928	EPA 200.7	2.1442	0.06	mg/L	107.16%	75-125%		
Zinc	MS22200933	EPA 200.7	2.2823	0.06	mg/L	113.30%	75-125%		
Aluminum	MS22200928	EPA 200.7	1.0673	0.04	mg/L	106.94%	75-125%		
Aluminum	MS22200933	EPA 200.7	1.1339	0.04	mg/L	112.90%	75-125%		
Lead	MS22201114	SM3113B	0.0189	0.01	mg/L	105.80%	75-125%		
Lead	MS22201129	SM3113B	0.0155	0.01	mg/L	96.50%	75-125%		

Matrix Spike Duplicate (MSDup)

Copper	MSDup22200928	EPA 200.7	1.1099	0.006	mg/L			4.15%	≤20%
Copper	MSDup22200933	EPA 200.7	1.0072	0.006	mg/L			10.60%	≤20%
Zinc	MSDup22200928	EPA 200.7	2.2334	0.06	mg/L			4.07%	≤20%
Zinc	MSDup22200933	EPA 200.7	2.0454	0.06	mg/L			10.95%	≤20%
Aluminum	MSDup22200928	EPA 200.7	1.1058	0.04	mg/L			3.54%	≤20%
Aluminum	MSDup22200933	EPA 200.7	1.0193	0.04	mg/L			10.60%	≤20%
Lead	MSDup22201114	SM3113B	0.0187	0.01	mg/L			0.80%	≤20%
Lead	MSDup22201129	SM3113B	0.0168	0.01	mg/L			2.00%	≤20%



Grants Pass Water Lab

www.gpwaterlab.com www.thewaterlab.com

CHAIN-OF-CUSTODY / Analytical Request Document

The Chain-of-Custody is a LEGAL DOCUMENT. All relevant fields must be completed accurately.

• 964 SE M Street Grants Pass, OR 97526
• (541) 476-0733 Fax (541) 476-8132

C

CLIENT INFORMATION		COLLECTOR INFORMATION (Individual)		<input type="checkbox"/> NPDES <input type="checkbox"/> Ground Water <input type="checkbox"/> Drinking Water <input type="checkbox"/> UST <input type="checkbox"/> RCRA <input checked="" type="checkbox"/> Other <i>SEI</i>		
Company: PORT OF BROOKINGS HARBOR	Company:	Attn: GAM DEHLINGER	Attn:	Address: 16330 LOWER HARBOR ROAD	Address: P.O. BOX 848	OREGON
				BROOKINGS, OR 97415	BROOKINGS, OR 97415	
Email: PORTMANAGER@PORTOFBROOKINGSHARBOR.COM	Email:	Phone: 541-469-2219	Phone:			

Item #	PWS Number:		Collection		Matrix *	pH Analysis		Analysis Requested
	Address of Sample location: 16330 LOWER HARBOR RD		Sampling Date	Sampling Time	DW WW SW A S	Analysis Date & Time	pH Result	
	Bottle ID #	SAMPLE ID / SAMPLE LOCATION						
1	6325	305 / BL GEAR STORAGE	4-4-22	7:50 AM	SW	4-4-22 7:53	7.89	 22201046 Cu, Pb, Al, TSS, Zn 4/5/2022
2	6312	305 / BL GEAR STORAGE	1	7:50 AM	1	1 7:53	7.89	
3								
4	6349	304 / RECREATION DOCK	4-4-22	7:55 AM	SW	4-4-22 7:59	8.07	 22201047 Cu, Pb, TSS, Zn, Al 4/5/2022
5	6339	304 / RECREATION DOCK	1	7:55 AM	1	1 7:59	8.07	
6								
7	6326	302 / GEAR STORAGE	4-4-22	8:04 AM	SW	4-4-22 8:05	7.69	 22201048 Cu, Pb, TSS, Zn, Al 4/5/2022
8	6341	302 / GEAR STORAGE	1	8:04 AM	1	1 8:05	7.69	
9								
10								

NAME OF SAMPLE COLLECTOR (Please print): GAM DEHLINGER	Relinquished by (Initials): GD	Date: 4-5-22	Time: 9:15
	Received by (Initials): AD	Date: 4-5-22	Time: 9:15
*Matrix: DW- Drinking Water, WW- Wastewater, SW- Storm Water, A- Aqueous, S- Soil		Temp °C: 64	On Ice: <input type="checkbox"/>

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Grants Pass Water Lab

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CHAIN-OF-CUSTODY / Analytical Request Document

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• 964 SE M Street Grants Pass, OR 97526
• (541) 476-0733 Fax (541) 476-8132

CLIENT INFORMATION		LABORATORY INFORMATION		REGULATORY AGENCIES	
Company: <u>PORT OF BROOKINGS MARINA</u>	Company:	<input type="checkbox"/> NPDES	<input type="checkbox"/> Ground Water	<input type="checkbox"/> Drinking Water	
Attn: <u>GARY DEHLINGER</u>	Attn:	<input type="checkbox"/> UST	<input type="checkbox"/> RCRA	<input type="checkbox"/> Other	
Address: <u>116330 LOWER HARBOR ROAD</u>	Address: <u>P.O. Box 848</u>	<div style="border: 1px solid black; padding: 5px;"> <p>State: <u>OREGON</u></p> </div>			
<u>BROOKINGS, OR 97415</u>	<u>BROOKINGS, OR 97415</u>				
Email: <u>PORTMANAGER@PORTOFBROOKINGS.MARINA.COM</u>	Email:				
Phone: <u>541-469-2219</u>	Phone:				

Item #	PWS Number:		Collection		Matrix *	pH Analysis		Analysis Requested
	Bottle ID #	SAMPLE ID / SAMPLE LOCATION	Sampling Date	Sampling Time		Analysis Date & Time	pH Result	
1	G316	202 / HALLMARK DOCK	4-4-22	8:18 AM	SW	4-4-22 8:21	7.69	 22201049 Cu, Pb, TSS, Zn, Al 4/5/2022
2	G327	202 / HALLMARK DOCK	1	8:18 AM	1	1 8:21	7.69	
3								
4	G317	203 / FUEL DOCK	4-4-22	8:12 AM	SW	4-4-22 8:15	7.80	 22201050 Cu, Pb, TSS, Zn, Al 4/5/2022
5	G313	203 / FUEL DOCK	1	8:12 AM	1	1 8:15	7.80	
6								
7	G338	103 / BOAT YARD	4-4-22	8:30 AM	SW	4-4-22 8:31	8.15	 22201051 Cu, Pb, TSS, Zn, Al 4/5/2022
8	G311	103 / BOAT YARD	1	8:30 AM	1	1 8:31	8.15	
9								
10								

NAME OF SAMPLE COLLECTOR (Please print): <u>GARY DEHLINGER</u>	Relinquished by (Initials): <u>DD</u>	Date: <u>4-5-22</u>	Time: <u>7:15</u>
	Received by (Initials): <u>KB</u>	Date: <u>4-5-22</u>	Time: <u>9:15</u>
*Matrix: DW- Drinking Water, WW- Wastewater, SW- Storm Water, A- Aqueous, S- Soil		Temp °C: <u>34</u>	On Ice: <input checked="" type="checkbox"/>

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