

PORT OF BROOKINGS HARBOR
Regular Commission Meeting
Tuesday, September 21, 2021 • 6:00pm
Teleconference / Meeting Room (limited capacity)

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

Meeting ID: 771 205 4017

Passcode: 09212021

(to mute/unmute: * 6)

TENTATIVE AGENDA

1. CALL MEETING TO ORDER

- Pledge of Allegiance
- Roll Call
- Modifications, Additions, and Changes to the Agenda
- Declaration of Potential Conflicts of Interest

2. APPROVAL OF AGENDA

3. APPROVAL OF MEETING MINUTES

Page

- A. Approve Minutes of Special Commissioner Meeting Tuesday August 3, 2021..... 3
- B. Approve Minutes of Regular Commissioner Meeting Tuesday August 17, 2021..... 5

*** *Sample motion: Motion to approve meeting minutes items A and B.* ***

4. PUBLIC COMMENTS – (Limited to a maximum of three minutes per person. Please email your comments to portmanager@portofbrookingsharbor.com prior to the meeting. Please wait to be called on before speaking).

5. MANAGEMENT REPORTS

- A. Financial Report – August 2021..... 9
- B. Harbormaster Report – August 2021..... 24
- C. Port Manager Report – August 2021..... 33

****Sample motion: Motion to approve management reports for August 2021 as discussed.****

6. ACTION ITEMS

- A. Resolution 2021-09 Regular Meetings of the Commission..... 44
- B. Authorizing Port Manager to Sign Renewal Documents..... 46
- C. Contract Approval for New Fire Hydrant..... 48
- D. Contract Approval for Port Security..... 80
- E. Contract Approval for Port Engineering..... 98
- F. Rogue Credit Union Lease Renewal..... 108
- G. Boatyard Wash Water System Procurement..... 110
- H. Port Security Cameras Quote..... 115
- I. Zola's on the Water Parking & Traffic Plan..... 118
- J. Public Dock Hoist Waiver Form..... 121
- K. Donating Digital Fish Scales..... 123

7. INFORMATION ITEMS

- A. Request For Proposals, FEMA 4432 and Wastewater Treatment Plant Engineering..... 125
- B. Wastewater Treatment Plant Information..... 126
- C. Roy Davis Memorial Dedication..... 134

8. COMMISSIONER COMMENTS

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.

PORT OF BROOKINGS HARBOR
Regular Commission Meeting
Tuesday, September 21, 2021 • 6:00pm
Teleconference / Meeting Room *(limited capacity)*

9. NEXT REGULAR MEETING DATE – NOTE NEW DATE & TIME Wednesday, October 20, 2021 at 2:00pm

10. ADJOURNMENT

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.

This Institution is an Equal Opportunity Provider

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

Tuesday, August 3, 2021

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 for a workshop session on the above date at 10:00am. Open session at the Port Conference Room, 16350 Lower Harbor Road Suite 202, Harbor OR, 97415 and also via teleconference.

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:**
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
- There was no modifications, additions, or changes to the agenda.
- There was no declaration of potential conflicts of interest.

2. APPROVAL OF AGENDA – Audio time 2:45

A motion was made by Jonas and seconded by Range to approve the agenda as written. The motion passed 4 – 0.

3. PUBLIC COMMENTS – Audio time 3:12

There was no public comment submitted.

4. ACTION ITEMS

A. Sea Otter Coalition Letter – Audio time 3:40

Heap noted this letter to the U.S. Fish and Wildlife Service is asking to clarify some points on the reintroduction plan that they are going to write, there are some concerns about otters not having any management other than protection and some other points to make sure U.S. Fish and Wildlife Service clarifies those points in the plan.

A motion was made by Jonas and seconded by Range to approve authorizing Richard Heap, Board President to sign Sea Otter Coalition Letter on the behalf of Port of Brookings Harbor supporting this coalition. The motion passed 4 – 0.

5. COMMISSIONER COMMENTS – Audio time 6:43

There were no commissioner comments.

6. NEXT REGULAR MEETING DATE – Tuesday, August 17, 2021 at 6:00 pm.

7. ADJOURNMENT

Having no further business, the meeting adjourned at 10:10 am.

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

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

Tuesday, August 17, 2021

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 6:00pm. Open session at the Port Conference Room, 16350 Lower Harbor Road Suite 202, Harbor OR, 97415 and also via teleconference.

1. CALL MEETING TO ORDER

Commission President Richard Heap called the Regular Meeting of the Port of Brookings Harbor of Commissioners to order at 6:00pm.

- 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:**
Gary Dehlinger, Port Manager; Travis Webster, Harbormaster; and Martha Rice, Port Legal Counsel via phone.
- There was no modifications, additions, or changes to the agenda.
- There was no declaration of potential conflicts of interest.

2. APPROVAL OF AGENDA – Audio time 3:10

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

3. APPROVAL OF MEETING MINUTES – Audio time 3:39

- Draft Minutes of Workshop Commissioner Meeting Thursday July 15, 2021 at 2pm
- Draft Minutes of Regular Commissioner Meeting Tuesday July 20, 2021 at 6pm

A motion was made by Speir and seconded by Range to approve Minutes of Workshop Commissioner Meeting Thursday July 15, 2021, Minutes of Regular Commissioner Meeting Tuesday July 20, 2021 as written. The motion passed 5 – 0.

4. PUBLIC COMMENTS – Audio time 4:16

There was no public comment submitted.

5. MANAGEMENT REPORTS – Audio time 4:26

- **Financial Report – July 2021.**
Dehlinger reported the end of the month financials for July 2021. End of the month unrestricted cash and equivalents totaled \$602,396. Restricted cash and equivalents totaled \$947,413, with Total Assets (cash) at

\$1,538,564. July profit and loss total revenues from all funds were \$364,301. Total expenses were \$286,705. The net income for July was \$77,596. General Fund program revenues were \$283,886 and expenses were \$261,983.

- Harbormaster Report – July 2021. Audio time 7:30
Webster reported on the harbormaster report. Port staff demolished two boats that were in the boat yard that were in the boat yard for over five years. Staff responded to a sinking boat in Basin 2 and it was decided to be rescued by Port staff.
- Port Manager Report – July 2021. Audio time 9:20
Dehlinger reported on the Port manager report. Reviewed safety and security reports for the month of July. County Planning and Building & Safety are reviewing permit applications for the RV Park Project. State electrical review have not responded. Port has hired account assistant for the office and elevated part-time employee to full-time to help with maintenance.

A motion was made by Speir and seconded by Hartung to approve the Financial Report for July 2021, Harbormaster Report for July 2021 and Port Manager Report for July 2021. The motion passed 5 – 0.

6. ACTION ITEMS

- A. Rotary Beach Bingo Cleanup – Audio time 16:05
Janece Payne from Rotary Club provided additional documents to the meeting and explained the Beach Bingo Cleanup program. Sponsorship is for one year.

A motion was made by Range and seconded by Speir to approve Rotary Beach Bingo Clean Up pamphlet to be included in the RV Park guest packets. Port of Brookings Harbor to become a silver sponsor. Port Manager is authorized to sign the documents. The motion passed 5 – 0.

- B. Resolution 2021-08 Best Management Practices Policy – Audio time 25:08
Dehlinger noted this resolution is to memorialize the board approval last month.

A motion was made by Jonas and seconded by Speir to approve Draft Resolution No. 2021-08 Adopting Best Management Practices. The motion passed 5 – 0.

- C. Bounder Fresh Crab Lease Renewal – Audio time 25:53
Dehlinger noted the tenant requested to lease this space for 3 more years. The request came in after the 90-day notice. The amendment waives the 90-day notice and allows the tenant the 3-year option to extend the lease.

A motion was made by Speir and seconded by Hartung to approve Bounders Fresh Crab draft Commercial Lease Agreement Amendment No. 1. The motion passed 5 – 0.

- D. Pithitude Lease Renewal – Audio time 28:56
Dehlinger noted the tenant requested to extend the current lease one additional year.

A motion was made by Speir and seconded by Range to approve Pithitude draft Commercial Lease Agreement Amendment No. 1. The motion passed 5 – 0.

- E. Aboveground Fuel Tank Pollution Insurance Renewal – Audio time 29:40
Dehlinger noted this is an annual renewal for the aboveground fuel tanks. Renewal was signed to prevent lapse of coverage and ratifying approval.

A motion was made by Speir and seconded by Jonas to approve the insurance renewal for the aboveground fuel tanks. The motion passed 5 – 0.

- F. Gear Storage / Boat Storage Relocation – Audio time 34:11

Dehlinger reported with the funding a good possibility for the wastewater treatment plant, the Port should begin making room for the plant. Webster noted the boat/trailer storage behind the Port Shop will be consolidated with the other boat/storage areas.

A motion was made by Speir and seconded by Range to approve relocating boat/trailer storage behind the Port Shop into other boat storage locations to make room to relocate gear storage from wastewater treatment plant proposed site. The motion passed 5 – 0.

G. Heat Illness Prevention Plan – Audio time 39:30

Dehlinger reported Oregon OSHA mandated this program for all employers to implement.

A motion was made by Hartung and seconded by Speir to approve the draft Heat Illness Prevention Plan. The motion passed 5 – 0.

H. Congressman DeFazio Visit to the Port – Audio time 41:02

Dehlinger noted this meeting is still tentative for August 25 at 3pm.

A motion was made by Jonas and seconded by Speir to approve Commissioner Richard Heap and Commissioner Kenneth Range to attend Congressman DeFazio visit to the Port on August 25th. The motion passed 5 – 0.

I. Regular Meetings of the Commission Change – Audio time 42:40

Heap noted this was discussed previously to change the time to the afternoon and to accommodate Martha's schedule the date was changed.

A motion was made by Speir and seconded by Jonas to approve changing the regular commissioner meeting to be held monthly on the third Wednesday of each month at 2pm. First meeting of the new schedule will begin Wednesday October 20, 2021 at 2pm. The motion passed 5 – 0.

7. INFORMATION ITEMS

A. Coos Curry Electric Service Repairs – Audio time 43:57

Dehlinger reported the Port has repaired all services except for the boat yard service. Boat yard repair requires new equipment. Electrical contractor was selected to make the repairs. Material was ordered and waiting on delivery and schedule shutdown with Coos-Curry Electric. Port will need to look at replacing these services in the near future (3 to 5 years).

B. Zola's on the Water Traffic and Parking Plan – Audio time 46:35

Heap noted this item been discussed for several months now. Dehlinger mentioned the traffic and parking congestion and provided multiple options for board discussion. Heap noted he witnessed several hours this pasted weekend of traffic, parking and boat launch issues. Board reviewed and discussed the options provided and were basically discussing two options, 2 and 6. Option 2 provides one way traffic and opening up the public parking area next to Slugs & Stones for access while closing the north side of the island access. Option 6 is creating the entire area for foot traffic only by eliminating traffic access between buildings. General consensus from the board to let Port staff change the area without modifying any islands.

C. Pacific Seafood Housing on Port Property Request – Audio time 1:28:09

Brett Hester from Pacific Seafood provided information on their proposal for housing of foreign workers to operate the fish processing plant. Pacific Seafood is looking to have this in place before next shrimp season.

D. Wastewater Treatment Plant Funding – Audio time 1:31:41

Dehlinger reported if this funding becomes a reality, the Port will need to come up with matching amounts and to start strategizing how the Port will come up with the matching. Port will have more meetings in the near future with our engineer to review plant details of operating and maintenance costs.

8. COMMISSIONER COMMENTS – Audio time 1:35:42

Commissioner Hartung – Port been very busy lately.

Commissioner Range – Pacific Seafood did an outstanding job providing ice to the fisherman and quality was a 10.

9. NEXT REGULAR MEETING DATE – Tuesday, September 21, 2021 at 6:00pm.

10. ADJOURNMENT – Audio time 1:36:50

Having no further business, the meeting adjourned at 7:37pm.

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

FINANCIAL SUMMARY REPORT

Date: September 21, 2021
Period: Month End Report of Financial Activities for August 2021
To: Honorable Board President and District Board Members
Issued by: Gary Dehlinger, Port Manager

August 2021 Financial Reports

Overview / Comments

Balance Sheet

End of the month unrestricted cash and equivalents totaled \$591,185. Restricted cash and equivalents totaled \$987,185, with Total Assets (cash) at \$1,566,563.

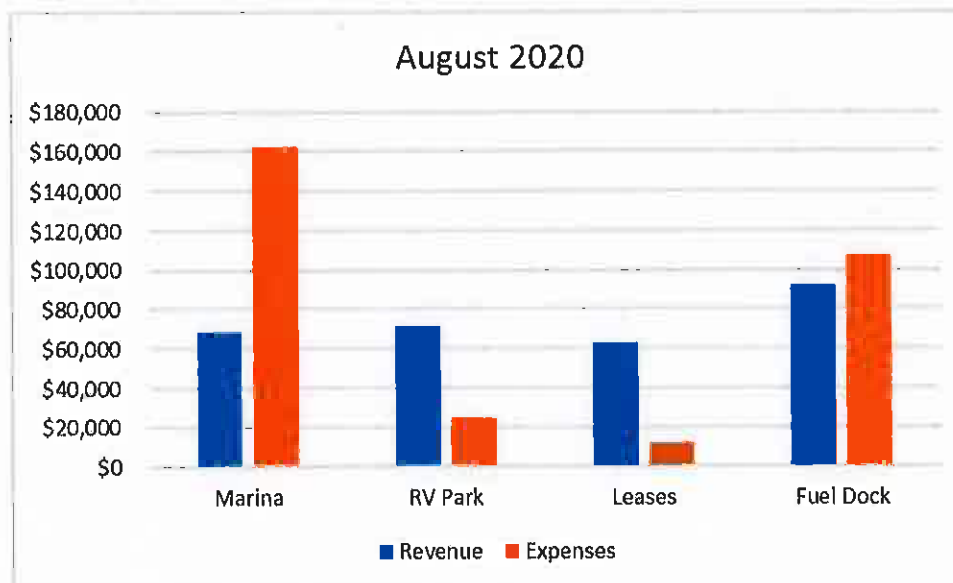
August Profit & Loss

Total revenues from all funds were \$345,549. Total expenses were \$319,882*. The net income for August was \$25,667.

General Fund program revenues were \$285,742 and expenses were \$308,285.

August Revenue Centers		Expenses
Marina**	\$68,541	\$162,174
Beachfront RV Park	\$70,946	\$24,571
Commercial / Retail	\$62,732	\$12,118
Fuel Dock	\$91,961	\$106,879

**Marina includes Administrative costs.



* 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).

Unusual revenues this month include:

1. \$1,300 for the auction of vessel (Alita Marie).
2. \$5,394 from Southern Oregon Credit Service (Whales Tail – Becky).

Unusual expenses this month include:

1. \$3,828 to Harbor Logging Supply for piling hoop metal frames.
2. \$3,718 to Tidewater Contractors for concrete blocks for the Port Shop trash enclosure.
3. \$2,040 to Best Buy for two new office computers and monitors for our new employee and replace laptop that has become the virtual meeting and commissioner meeting computer.
4. \$1,495 for annual subscription to Association of Pacific Ports magazine.
5. \$1,322 to Boat Shop & More for equipment rental (excavator) for boat demolition.
6. \$1,311 to Pump Pipe & Tank Services to replace a diesel fuel dispenser.
7. \$1,186 to Traffic Safety Supply for new boat launch signage
8. \$980 to 5R Excavation to pave old trench lines at transient dock parking lot and asphalt berms for better truck transport access around the aboveground fuel tanks.
9. \$862 to John's Portable Welding for welding handrailing on icehouse gangway.
10. \$730 to Freeman Rock for concrete for the new boat launch signposts.
11. \$268 to Hartwick Automotive to replace universal joint & battery for Eq# 1110 Lift Gate Truck.

\$50,912 was transferred out of the General Fund to Debt, Capital Project and Reserve Funds.

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

We have completed two (2) months of the fiscal year; the year is 16.6% complete.

✓ **Income**

Any number above 16.6% is ahead of budget.

Total Income 9.8% or 6.8% below budget. This is due to FEMA Projects estimated to begin this fiscal year which has not received funding.

General Fund Program Revenue is 20.2% or 3.6% ahead of budget. Port's general revenue centers are ahead of budgeted expectations.

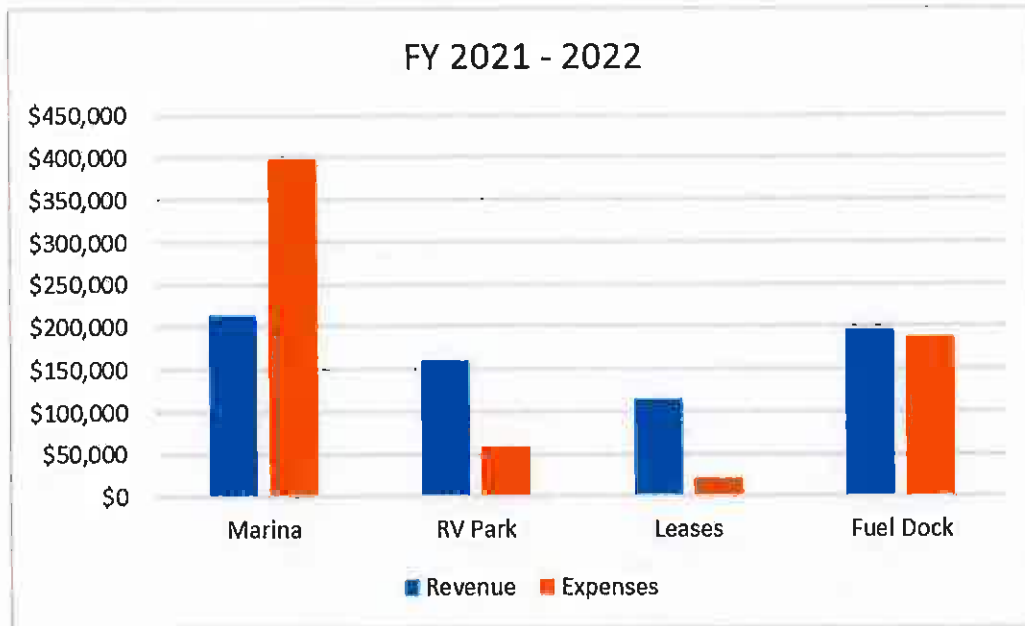
✓ **Expenses**

Any number below 16.6% is ahead of budget.

Total Expense 8.7% or 7.9% below budget. This is due to FEMA Projects estimated to begin this fiscal year which has not spent funding.

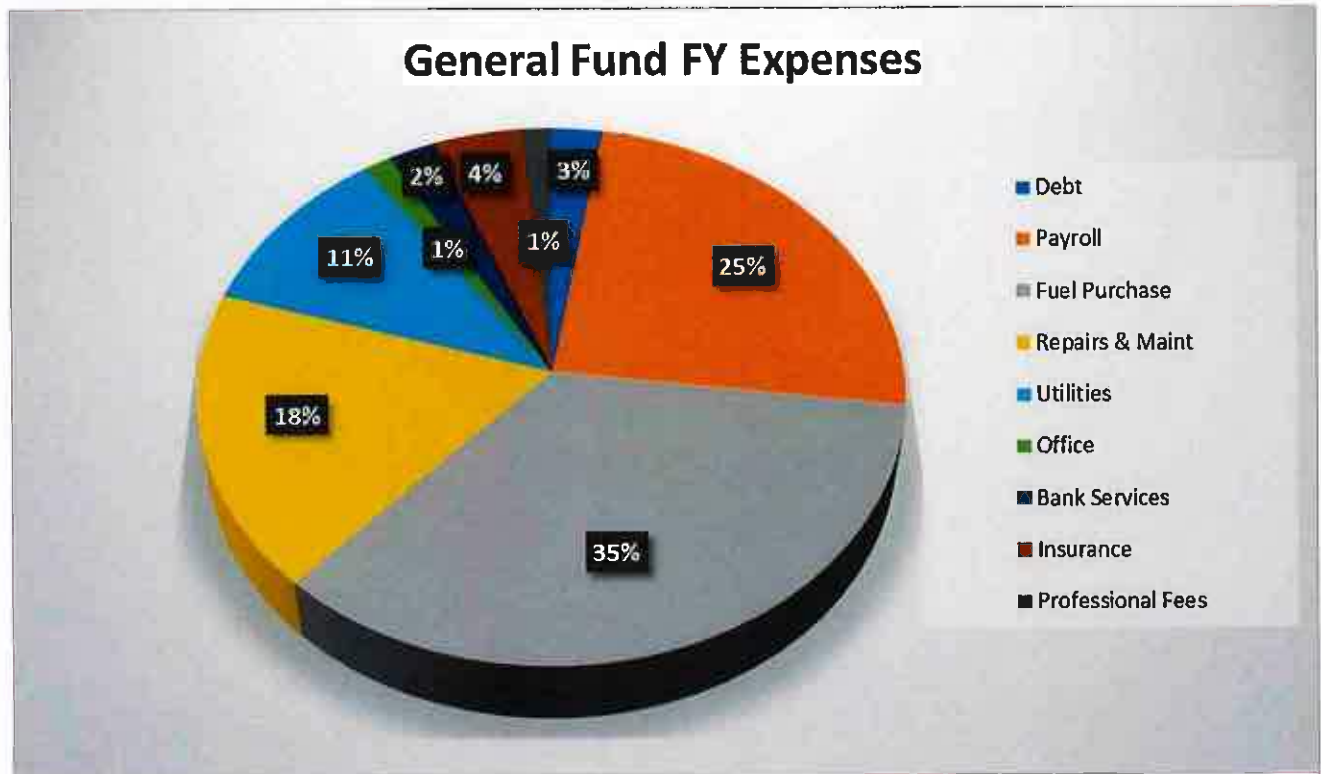
General Fund Expenditure is 16.5% or 0.1% below budget. Port is on pace with budgeted expectations.

This graph shows the total revenue and expenses for this fiscal year from General Fund.



EXPENSES

This graph shows the breakdown of expenses from General Fund including debt paid to date.



ATTACHMENTS

- Port Balance Sheet as of August 31, 2021, 2 pages
- Profit & Loss Budget Performance, July 2021 thru August 2021, 4 pages
- August 2021 Check Register, 3 pages
- Vendor Expense Report for January thru August 2021, 3 pages

Port of Brookings Harbor
Balance Sheet
 As of August 31, 2021

	Aug 31, 21
ASSETS	
Current Assets	
Checking/Savings	
100 · UNRESTRICTED CASH & EQUIVALENTS	
101 · GENERAL FUND CHECKING & LGIP	
10103 · General Funds Ckg Umpqua 3634	140,295.31
10104 · RCU Business Ownership 0687	17.61
10105 · RCU Business Savings 0600	5.00
10106 · General Fund LGIP 6017	423,299.65
10107 · Dredging Fund LGIP 6254	25,072.90
	588,690.47
Total 101 · GENERAL FUND CHECKING & LGIP	588,690.47
10101 · Petty Cash	484.05
10102 · COUNTER CASH	
10102.1 · Office/Reception Cash Drawer	400.00
10102.2 · RV Park Cash Drawer	810.00
10102.3 · Fuel Dock Cash Drawer	800.00
	2,010.00
Total 10102 · COUNTER CASH	2,010.00
Total 100 · UNRESTRICTED CASH & EQUIVALENTS	591,184.52
110 · RESTRICTED CASH & EQUIVALENTS	
104 · RESTRICTED MONEY MKT & CHECKING	
20104 · USDA BOND Umpqua MM 9529	2,520.39
30104 · Debt Service Umpqua MM 8627	2,515.37
40104 · Capital Projects Umpqua 8018	2,500.00
	7,535.76
Total 104 · RESTRICTED MONEY MKT & CHECKING	7,535.76
105 · RESTRICTED LGIP	
20105 · USDA Bond Fund LGIP 6021	121,630.14
30105 · IFA Debt Service Fund LGIP 6020	81,094.98
50105 · Reserve Fund LGIP 6018	193,404.64
70105 · Capital Projects LGIP 6273	
40105.2 · Government Funds	25,010.77
70105.2 · Port Construction Fund	558,508.34
	583,519.11
Total 70105 · Capital Projects LGIP 6273	583,519.11
Total 105 · RESTRICTED LGIP	979,648.87
Total 110 · RESTRICTED CASH & EQUIVALENTS	987,184.63
Total Checking/Savings	1,578,369.15
Accounts Receivable	
120 · ACCOUNTS RECEIVABLE	-26,272.13
Total Accounts Receivable	-26,272.13
Other Current Assets	
150 · Undeposited Funds	14,466.14
Total Other Current Assets	14,466.14
Total Current Assets	1,566,563.16
TOTAL ASSETS	1,566,563.16
LIABILITIES & EQUITY	
Liabilities	

Port of Brookings Harbor
Balance Sheet
 As of August 31, 2021

	<u>Aug 31, 21</u>
Current Liabilities	
Credit Cards	
106 · RCU VISA ACCT	100.22
106.1 · RCU Business Ownership 0687	17.61
106.2 · RCU Business Savings 0600	5.00
Total Credit Cards	<u>122.83</u>
Other Current Liabilities	
100222 · Payroll Liabilities	
10222 · HealthCare Premium - Dependent	-947.96
Total 100222 · Payroll Liabilities	-947.96
10226 · Lodging Tax Payable	29,902.84
Total Other Current Liabilities	<u>28,954.88</u>
Total Current Liabilities	<u>29,077.71</u>
Total Liabilities	29,077.71
Equity	
300 · Fund Balance	
301 · Unappropriated Balance	
10301 · General Fund Unappropriated Bal	243,690.35
20301 · Revenue Bond Unappropriate Bal	101,658.23
30301 · Debt Service Unappropriated Bal	94,693.65
40301 · Capital Project Unappropriated	2,500.00
50301 · Reserve Fund Unappropriated Bal	161,269.80
Total 301 · Unappropriated Balance	<u>603,812.03</u>
302 · Appropriated Carryover	
10302 · General Fund Appropriated Carry	-243,690.35
20302 · Revenue Bond Appropriated Carry	-101,658.23
30302 · Debt Service Appropriated Carry	-94,693.65
40302 · Capital Proj Appropriated Carry	-2,500.00
50302 · Reserve Fund Appropriated Carry	-161,269.80
Total 302 · Appropriated Carryover	<u>-603,812.03</u>
Total 300 · Fund Balance	0.00
3900 · RETAINED EARNINGS	1,454,393.83
Net Income	83,091.62
Total Equity	<u>1,537,485.45</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,566,563.16</u></u>

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

	Jul - Aug 21	Budget	% of Budget
Income			
400 · REVENUES			
401 · GENERAL FUND REVENUES			
10411 · Cash Carry Over	0.00	300,000.00	0.0%
10412 · Property Tax Current	0.00	240,000.00	0.0%
10413 · Property Tax Prior	3,392.60	9,000.00	37.7%
10414 · Interest General Fund	435.77	2,000.00	21.8%
10415 · Loans - General Fund	0.00	0.00	0.0%
10417 · Assets Sales	11,400.00	50,000.00	22.8%
10418 · Miscellaneous	13,438.39	31,500.00	42.7%
10420 · Grants & Other Funding - GF	0.00	80,000.00	0.0%
Total 401 · GENERAL FUND REVENUES	28,666.76	712,500.00	4.0%
402 · GENERAL FUND PROGRAM REVENUES			
10421 · MARINA			
10421.2 · MOORAGE			
10421.3 · Commercial Slip Rent	8,494.09	0.00	100.0%
10421.4 · Recreational Slip Rent	74,268.69	0.00	100.0%
10421.5 · Transient	2,674.35	0.00	100.0%
10421.6 · Other Moorage	3,525.00	0.00	100.0%
10421.2 · MOORAGE - Other	0.00	735,000.00	0.0%
Total 10421.2 · MOORAGE	88,962.13	735,000.00	12.1%
10422 · OTHER MARINA REVENUE	9,847.35	0.00	100.0%
10423 · STORAGE			
10423.1 · Gear Storage	12,972.09	0.00	100.0%
10423.2 · Boat Storage	7,601.24	0.00	100.0%
Total 10423 · STORAGE	20,573.33	0.00	100.0%
10424 · ADMINISTRATIVE FEES	1,955.06	0.00	100.0%
10425 · MARINE SERVICES			
10425.1 · Travelift	5,838.00	0.00	100.0%
10425.2 · 12 K Telehandler	1,945.40	0.00	100.0%
10425.3 · Other Sales & Fees	12,077.90	0.00	0.0%
10425 · MARINE SERVICES - Other	0.00	0.00	0.0%
Total 10425 · MARINE SERVICES	19,861.30	0.00	100.0%
10426 · PROPERTY GROUND EVENT USE	3,175.50	0.00	100.0%
Total 10421 · MARINA	144,374.67	735,000.00	19.6%
10427 · BEACHFRONT RV PARK			
10427.1 · Space Rental	133,272.18	750,000.00	17.8%
10427.2 · Other Sales & Fees	11,756.80	0.00	100.0%
Total 10427 · BEACHFRONT RV PARK	145,028.98	750,000.00	19.3%
10428 · COMMERCIAL RETAIL			
10428.1 · Retail Property	58,576.58	0.00	100.0%
10428.2 · Docks	33,837.84	0.00	100.0%
10428.3 · CPI and Other Fees	2,832.35	0.00	100.0%
10428 · COMMERCIAL RETAIL - Other	0.00	566,280.00	0.0%
Total 10428 · COMMERCIAL RETAIL	95,246.77	566,280.00	16.8%
10429 · FUEL DOCK	185,193.10	770,000.00	24.1%
Total 402 · GENERAL FUND PROGRAM REVENU...	569,843.52	2,821,280.00	20.2%
420 · USDA REVENUE BOND FUND			
20411 · Cash Carry Over - USDA Revenue	0.00	102,380.00	0.0%
20414 · Interest Revenue Bond Fund	112.61	500.00	22.5%
20419 · Transfer to USDA Bond Fund	21,686.00	130,120.00	16.7%
Total 420 · USDA REVENUE BOND FUND	21,798.61	233,000.00	9.4%
430 · DEBT SERVICE FUND REVENUE			

9:40 AM

09/08/21

Cash Basis

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

	Jul - Aug 21	Budget	% of Budget
30411 · Cash Carry Over - Debt Service	0.00	27,420.00	0.0%
30414 · Interest Debt Service Fund	61.84	450.00	13.7%
30419 · Transfer to Debt Service Fund	73,037.42	423,485.00	17.2%
Total 430 · DEBT SERVICE FUND REVENUE	73,099.26	451,355.00	16.2%
440 · CAPITAL PROJECTS FUND REVENUE			
40411 · Cash Carry Over - Capt Proj	0.00	62,500.00	0.0%
40416 · Government Funding			
40416.3 · State Lottery Funding	0.00	0.00	0.0%
40416 · Government Funding - Other	0.00	2,000,000.00	0.0%
Total 40416 · Government Funding	0.00	2,000,000.00	0.0%
40419 · Transfer to Capital Project	0.00	0.00	0.0%
Total 440 · CAPITAL PROJECTS FUND REVENUE	0.00	2,062,500.00	0.0%
450 · RESERVE FUND REVENUE			
50411 · Cash Carry Over - Reserve Fund	0.00	186,575.00	0.0%
50414 · Interest Reserve Fund	186.01	1,200.00	15.5%
50419 · Transfer to Reserve Fund	6,280.00	34,000.00	18.5%
Total 450 · RESERVE FUND REVENUE	6,466.01	221,775.00	2.9%
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.	9,619.74	57,718.00	16.7%
Total 460 · DEBT SERV. RV PARK IMPROV. FUND	9,619.74	57,718.00	16.7%
470 · PORT CONSTRUCTION FUND REVENUE			
70411 · Cash Carry Over - Port Const.	0.00	575,000.00	0.0%
70414 · Interest Port Construction Fund	570.79	2,000.00	28.5%
70419 · Transfers to Port Const. Fund	0.00	100,000.00	0.0%
Total 470 · PORT CONSTRUCTION FUND REVEN...	570.79	677,000.00	0.1%
Total 400 · REVENUES	710,064.69	7,237,128.00	9.8%
Total Income	710,064.69	7,237,128.00	9.8%
Gross Profit	710,064.69	7,237,128.00	9.8%
Expense			
600 · GENERAL FUND EXPENDITURES			
10900 · Operating Transfers Out General	110,623.16	745,323.00	14.8%
500 · PERSONNEL SERVICES			
10501 · Port Manager	13,056.00	88,470.00	14.8%
10502 · Port Office Staff	13,912.64	132,000.00	10.5%
10503 · RV Park Office Staff	9,169.78	54,120.00	16.9%
10504 · Operations Staff	36,257.13	262,460.00	13.8%
10505 · Overtime	1,447.76	7,255.00	20.0%
10506 · Payroll Taxes/Costs/Benefits			
10506.1 · Paid Holidays	1,317.92	0.00	100.0%
10506.2 · Sick Leave Benefit	5,109.79	0.00	100.0%
10506.3 · Vacation & Other	3,525.03	0.00	100.0%
10506.4 · Payroll Taxes	8,517.18	0.00	100.0%
10506.5 · SEP Retirement	7,042.41	0.00	100.0%
10506 · Payroll Taxes/Costs/Benefits - Other	0.00	153,680.00	0.0%
Total 10506 · Payroll Taxes/Costs/Benefits	25,512.33	153,680.00	16.6%
10507 · Workers Compensation	0.00	11,810.00	0.0%
10508 · Health Care and Dental	16,017.60	86,500.00	18.5%
Total 500 · PERSONNEL SERVICES	115,373.24	796,295.00	14.5%
601 · GENERAL FUND Material & Service			
10601 · ADVERTISING & NOTIFICATIONS	3,370.01	8,680.00	38.8%
10602 · REPAIRS & MAINTENANCE			

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

	Jul - Aug 21	Budget	% of Budget
10602.1 · Maintenance & Repairs	21,737.59	0.00	100.0%
10602.2 · Supplies & Services	56,626.41	0.00	100.0%
10602.3 · Projects	5,898.34	0.00	100.0%
10602 · REPAIRS & MAINTENANCE - Other	0.00	452,797.00	0.0%
Total 10602 · REPAIRS & MAINTENANCE	84,262.34	452,797.00	18.6%
10603 · FUEL purchased for resale	164,536.75	725,000.00	22.7%
10605 · UTILITIES			
10605.1 · Electric	16,121.12	0.00	100.0%
10605.2 · RV Park Cable TV	1,142.52	0.00	100.0%
10605.3 · Sanitary	10,079.63	0.00	100.0%
10605.5 · Telecommunications	1,956.89	0.00	100.0%
10605.6 · Waste Removal	16,320.63	0.00	100.0%
10605.7 · Water	4,599.84	0.00	100.0%
10605 · UTILITIES - Other	0.00	279,173.00	0.0%
Total 10605 · UTILITIES	50,220.63	279,173.00	18.0%
10606 · OFFICE EXPENSE	6,460.57	52,827.00	12.2%
10607 · BANK SERVICE & FINANCE FEES	11,241.73	40,482.00	27.8%
10608 · TRAINING & TRAVEL	475.76	4,486.00	10.6%
10609 · PERMITS, LICENSES, TAXES & MISC	239.40	13,000.00	1.8%
10610 · INSURANCE; PROP & CAS, BOND	20,822.22	95,292.00	21.9%
10611 · PROFESSIONAL FEES			
10611.1 · Accounting/Auditing	1,500.00	0.00	100.0%
10611.2 · Attorney	4,048.00	0.00	100.0%
10611.3 · Engineering	0.00	0.00	0.0%
10611.4 · Other Support/Consultant	1,113.04	0.00	100.0%
10611 · PROFESSIONAL FEES - Other	0.00	95,425.00	0.0%
Total 10611 · PROFESSIONAL FEES	6,661.04	95,425.00	7.0%
Total 601 · GENERAL FUND Material & Service	348,290.45	1,767,162.00	19.7%
710 · GENERAL FUND CAPITAL OUTLAY			
10702 · Land Improvements	0.00	15,000.00	0.0%
10703 · Buildings	0.00	50,000.00	0.0%
10704 · Equipment	0.00	90,000.00	0.0%
Total 710 · GENERAL FUND CAPITAL OUTLAY	0.00	155,000.00	0.0%
920 · OPERATING CONTINGENCY	0.00	20,000.00	0.0%
Total 600 · GENERAL FUND EXPENDITURES	574,286.85	3,483,780.00	16.5%
620 · USDA REVENUE BOND EXPENDITURES			
20801P · USDA Revenue Bond Principal	0.00	79,917.00	0.0%
20810I · USDA Revenue Bond Interest	0.00	50,203.00	0.0%
Total 620 · USDA REVENUE BOND EXPENDITURES	0.00	130,120.00	0.0%
630 · DEBT SERVICE FUND EXPENDITURES			
30802P · IFA PRINCIPAL			
30802.1 · OBDD #520139/Boardwalk Prin	0.00	0.00	0.0%
30802.2 · OBDD #525172/RV Park Prin.	0.00	0.00	0.0%
30802.3 · OBDD #525176/Green Bldg Prn	0.00	0.00	0.0%
30802.4 · OBDD #525181/EurekaFish Prn	0.00	0.00	0.0%
30802.5 · SPWF #L02009/Cold Strg Prin	0.00	0.00	0.0%
30802.7 · SPWF L98004/Dock Impr Prin	0.00	0.00	0.0%
30802.8 · SPWF L02001/MarineFuel Dock Prn	0.00	0.00	0.0%
30802.9 · SPWF X03004/Eureka Fishery Prin	0.00	0.00	0.0%
30802P · IFA PRINCIPAL - Other	0.00	350,000.00	0.0%
Total 30802P · IFA PRINCIPAL	0.00	350,000.00	0.0%
801 · Principal			
30803P · 50 BFMII Travelift Principal	8,219.29	50,447.00	16.3%

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

	Jul - Aug 21	Budget	% of Budget
30804P · 2018 Genie Forklift Principal	2,349.56	14,469.00	16.2%
Total 801 · Principal	10,568.85	64,916.00	16.3%
810 · Interest Payments			
30813I · 50 BFMII Travelift Interest	1,098.71	5,461.00	20.1%
30814I · 2018 Genie Forklift Interest	579.86	3,108.00	18.7%
Total 810 · Interest Payments	1,678.57	8,569.00	19.6%
Total 630 · DEBT SERVICE FUND EXPENDITURES	12,247.42	423,485.00	2.9%
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	8,190.00	0.00	100.0%
40702.2 · Materials & Services	4,730.00	0.00	100.0%
40702 · Land Improvement - Capt Proj - Other	0.00	2,060,000.00	0.0%
Total 40702 · Land Improvement - Capt Proj	12,920.00	2,060,000.00	0.6%
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	12,920.00	2,060,000.00	0.6%
Total 640 · CAPT. PROJ. EXPENDITURES	12,920.00	2,060,000.00	0.6%
660 · DEBT SERV. RV PARK EXPENDITURES			
60806P · RV Park Improv. Loan Principal	6,380.06	38,751.00	16.5%
60815I · RV Park Improv. Loan Interest	3,239.68	18,967.00	17.1%
Total 660 · DEBT SERV. RV PARK EXPENDITURES	9,619.74	57,718.00	16.7%
670 · PORT CONST FUND EXPENDITURES			
70100 · PORT CONST. CAPITAL OUTLAY			
70700 · Land Improvement - Port Const.	11,511.12	677,000.00	1.7%
Total 70100 · PORT CONST. CAPITAL OUTLAY	11,511.12	677,000.00	1.7%
Total 670 · PORT CONST FUND EXPENDITURES	11,511.12	677,000.00	1.7%
700 · CAPITAL OUTLAY	6,387.94		
930 · Fund Balances			
10930 · Unappropriated Balance GF	0.00	50,000.00	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	405,025.00	0.0%
Total Expense	626,973.07	7,237,128.00	8.7%
Net Income	83,091.62	0.00	100.0%

Port of Brookings Harbor

Check Registers

As of August 31, 2021

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		08/23/2021	Personnel Concepts	QuickBooks generated zero amount transaction for bill payment stub	0.00	
Bill Pmt -Check	DEBIT	08/05/2021	US Bank Equipment Finance	Contract No. 500-0623925-000 RICOH IMC6000 Copier		223.20
Bill Pmt -Check	DEBIT	08/06/2021	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		25,170.38
Check	DEBIT	08/06/2021	ADP	Advice of Debit 585242791 Payroll Date: 07/28/2021		138.04
Bill Pmt -Check	DEBIT	08/16/2021	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		24,023.06
Check	DEBIT	08/02/2021	Elavon	JULY 2021 MERCHANT SERVICE FEE ACCT#951		1,286.50
Check	DEBIT	08/02/2021	Elavon	JULY 2021 MERCHANT SERVICE FEE ACCT#316		1,008.20
Check	DEBIT	08/02/2021	Elavon	JULY 2021 MERCHANT SERVICE FEE ACCT#873 Ventek Boat Launch		178.08
Check	DEBIT	08/11/2021	Edward Jones	Employer Contribution 08/11/2021 ConfirmationRTYHQ-TMYQ		143.73
Check	DEBIT	08/11/2021	Edward Jones	Employer Contribution 08/11/2021 ConfirmationRTYHQ-TP390		251.02
Check	DEBIT	08/11/2021	Edward Jones	Employer Contribution 08/11/2021 ConfirmationRTYHQ-TP9JS		153.11
Check	DEBIT	08/11/2021	Edward Jones	Employer Contribution 08/11/2021 ConfirmationRTYHQ-TPDJQ		148.72
Check	DEBIT	08/11/2021	Edward Jones	Employer Contribution 08/11/2021 ConfirmationRTYHQ-TPJLD		145.74
Check	DEBIT	08/11/2021	Edward Jones	Employer Contribution 08/11/2021 ConfirmationRTYHQ-TPMGP		135.32
Check	DEBIT	08/11/2021	Edward Jones	Employer Contribution 08/11/2021 ConfirmationRTYHQ-TPQ7N		303.68
Check	DEBIT	08/11/2021	TD Ameritrade	Employer Contribution 08/11/2021 ConfirmationRTYHQ-TPTQ2		192.29
Check	DEBIT	08/11/2021	US Bank Sep- IRA	Employer Contribution 08/11/2021 ConfirmationRTYHQ-TPY90		342.05
Check	DEBIT	08/11/2021	Umpqua Bank (Service fees)	Stop Payment Fee - check#10414 payee: Black & Rice		20.00
Bill Pmt -Check	DEBIT	08/26/2021	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		31,002.92
Bill Pmt -Check	DEBIT	08/17/2021	Chevron Business Card	Account #: 0496007075666 Fuel Purchases for Port Vehicles/Equipment		739.85
Check	DEBIT	08/20/2021	ADP	Advice of Debit 586264938 Payroll Date: 08/11/2021		140.37
Bill Pmt -Check	DEBIT	08/30/2021	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		21,420.27
Check	DEBIT	08/27/2021	ADP	Advice of Debit #5586796240 ezLaborManager/ADP 300 Timeclock (3 Timeclocks)		183.85
Check	DEBIT	08/25/2021	Edward Jones	Employer Contribution 08/25/2021 ConfirmationRW8JN-8PC30		136.82
Check	DEBIT	08/25/2021	Edward Jones	Employer Contribution 08/25/2021 ConfirmationRW8JN-8QDZN		215.39
Check	DEBIT	08/25/2021	Edward Jones	Employer Contribution 08/25/2021 ConfirmationRW8JN-8QJ6M		150.08
Check	DEBIT	08/25/2021	Edward Jones	Employer Contribution 08/25/2021 ConfirmationRW8JN-8QL5K		150.80
Check	DEBIT	08/25/2021	Edward Jones	Employer Contribution 08/25/2021 ConfirmationRW8JN-8QPTN		136.47
Check	DEBIT	08/25/2021	Edward Jones	Employer Contribution 08/25/2021 ConfirmationRW8JN-8QS1C		138.60
Check	DEBIT	08/25/2021	Edward Jones	Employer Contribution 08/25/2021 ConfirmationRW8JN-8QV4F		303.68
Check	DEBIT	08/25/2021	TD Ameritrade	Employer Contribution 08/25/2021 ConfirmationRW8JN-8QVVQ		209.85
Check	DEBIT	08/25/2021	US Bank Sep- IRA	Employer Contribution 08/25/2021 ConfirmationRW8JN-8QZCT		340.25
Check	DEBIT	08/20/2021		Miscellaneous Debit Store Currency Deposited & Sold for 07/2021		0.16
General Journal	DEBT 08/02	08/02/2021		Transfer to Debt Service Fund for Travelift Payment		4,659.00
General Journal	DEBT 08/02	08/02/2021		Transfer to Debt Service Fund for Fork Lift Payment		1,464.71
General Journal	DEBT 08/02	08/02/2021		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment		4,809.87
General Journal	IFA 08/02	08/02/2021		Transfer to IFA Debt Service for 3rd QTR 2021 Pmt		25,835.00
General Journal	RES 08/02	08/02/2021		Transfer to Reserve Fund		2,000.00
General Journal	USDA 08/02	08/02/2021		To transfer to USDA Revenue Bond Fund for November 2021 Payment		10,843.00
General Journal	Fraud 08/03	08/03/2021	Miller, Rich	Bounced Cashier's Check# 1306725315		2,422.50
General Journal	NSF 08/03	08/06/2021	Miller, Rich	Bank service charges for bounced check# 1306725315		12.00
General Journal	PAY 08/11	08/11/2021		Rec 08/11/2021 payroll		16,405.89
General Journal	TAX 08/11	08/11/2021		Rec 08/11/2021 payroll		6,547.10
General Journal	Asset 08/16	08/16/2021		Transfer to Reserve Fund for 20% Net Proceeds from Surplus Sale Vessel Seute Deern on 07/20/2021		260.00
General Journal	Asset 08/16	08/16/2021		Transfer to Reserve Fund for 20% Net Proceeds from Surplus Sale Vessel Alita Marie on 08/04/2021		1,040.00
General Journal	PAY 08/25	08/25/2021		Rec 08/25/2021 payroll		16,656.33
General Journal	TAX 08/25	08/25/2021		Rec 08/25/2021 payroll		6,591.52
General Journal	USCG 08/25	08/25/2021		AUG 2021 LEASE Pmt	923.24	
Check	10514	08/06/2021	Petty Cash	Increasing Port Office Till 08/06/2021		200.00
Bill Pmt -Check	10515	08/06/2021	Harbor Water District P.U.D.	06/20/2021 - 07/21/2021 SERVICE/WATER BILL		2,417.80
Bill Pmt -Check	10516	08/06/2021	Harbor Sanitary District	JULY 2021 Sanitary Bill		5,528.64
Bill Pmt -Check	10517	08/06/2021	5-R Excavation, LLC	CCB: 155657 Asphalt paving patch down at the fuel docks/transient dock. LABOR & Equipment Only.		980.00
Bill Pmt -Check	10518	08/06/2021	Boat Shop & More LLC	JUL. 2021 Boatyard Use & Sump Clean & Equip Rental for Demo of boats		1,322.50

Port of Brookings Harbor

Check Registers

As of August 31, 2021

Type	Num	Date	Name	Memo	Debit	Credit
Bill Pmt -Check	10519	08/06/2021	CAL/OR Insurance Specialists,...	Crum & Forster Policy#STP-409525-Tank Pollution effective 08/10/2021 - 08/10/2023)		2,389.50
Bill Pmt -Check	10520	08/06/2021	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		46.00
Bill Pmt -Check	10521	08/06/2021	Del-Cur Supply Co-op	Customer No. 38700 Hardware & Other Supplies		41.70
Bill Pmt -Check	10522	08/06/2021	Fastenal Industrial Supplies	Customer No.ORBRK0013 Toiletries & Supplies		564.95
Bill Pmt -Check	10523	08/06/2021	Gerald W. Burns, CPA	July & August Billing per Financial Consultant Agreement		1,000.00
Bill Pmt -Check	10524	08/06/2021	Gowman Electric, Inc.	CCB: 198999 Electrical Repair		309.85
Bill Pmt -Check	10525	08/06/2021	In-Motion Graphics and Design...	"2 Quarters to Start" Decals for RV Park Showers		12.00
Bill Pmt -Check	10526	08/06/2021	NAPA Auto Part	ACCT#60285 Vehicle/Equip Maint. & Supplies		52.64
Bill Pmt -Check	10527	08/06/2021	Orcal Security Consulting LLC	Security Patrol for JULY 2021		2,790.00
Bill Pmt -Check	10528	08/06/2021	Personnel Concepts	VOID: Labor Law Poster for Port Shop & RV Park Office	0.00	
Bill Pmt -Check	10529	08/06/2021	Quill Corporation	ACCT#1932158 Office Supplies		342.35
Bill Pmt -Check	10530	08/06/2021	Spec Dist Assoc of OR- Health...	Customer #: 03-0016414 - HEALTHCARE PREMIUM		10,223.60
Bill Pmt -Check	10531	08/06/2021	Spec Dist Assoc of OR- Prop ...	Policy#31P16414-203 Customer ID: 01-16414 - 2021 PROPERTY & CASUALTY POLICY		9,216.36
Bill Pmt -Check	10532	08/06/2021	Tidewater Contractors, Inc.	Customer Code: 000061 CONCRETE BLOCKS for PROJECTS:Trash Enclosures & ASPHALT - ½" DENSE for ...		2,008.00
Bill Pmt -Check	10533	08/06/2021	ULine	Customer No. 15340135 OIL SORBENT BOOMS		1,410.13
Bill Pmt -Check	10534	08/06/2021	John Kellum/John's Portable ...	8/2/2021 & 8/3/2021 LABOR Fabricate & weld handrail for ice house gangway handrail		862.50
Check	10535	08/17/2021	Kaylor, Talmage	Moorage Refund for sale of boat on 7/27/21 - Prorated to Monthly Rate		735.94
Bill Pmt -Check	10536	08/17/2021	Black & Rice LLP	Legal Services April & July 2021		2,547.00
Bill Pmt -Check	10537	08/17/2021	Country Media, Inc.	CUST# 38747 Curry Coastal Pilot Notices		342.23
Bill Pmt -Check	10538	08/17/2021	Curry Transfer & Recycling	Account #2040-2434-001 Trash Dumpsters		11,772.34
Bill Pmt -Check	10539	08/17/2021	Harbor Logging Supply, Inc.	Materials & Labor for Piling Hoops at Marina & Metal for Handrail Gangway at Ice House		3,828.00
Bill Pmt -Check	10540	08/17/2021	Harbor Truss and Supply LLC	08/10/2021 CRANE TRUCK SERVICES for setting Catwalk at Ice House		150.00
Bill Pmt -Check	10541	08/17/2021	NorthCoast Health Screening	1 - 6-PANEL + ALCOHOL URINE DRUG SCREEN -- PRE-EMPLOYMENT		40.00
Bill Pmt -Check	10542	08/17/2021	Sensaphone	Annual Subscription for Retail Septic system monitor		299.40
Bill Pmt -Check	10543	08/17/2021	Thermo Fluids, Inc.	07/29/2021-Removal of USED OIL FROM GENERATOR		162.00
Bill Pmt -Check	10544	08/17/2021	Tidewater Contractors, Inc.	Customer Code: 000061 CONCRETE BLOCKS for PROJECTS:Trash Enclosures		1,710.00
Bill Pmt -Check	10545	08/31/2021	Rogue Credit Union	Membership #306 Acct#600189521 CC Ending#7681 07/24/2021 - 08/29/2021		13,043.63
Bill Pmt -Check	10546	08/31/2021	Coos-Curry Electric Cooperativ...	ACCT # 67601 Electrical Service		8,247.85
Bill Pmt -Check	10547	08/31/2021	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Supplies & Materials		5,308.10
Bill Pmt -Check	10548	08/31/2021	101 Things To Do	¼ Page Advertisement in 101 Things To Do for RV Park & Port		1,320.00
Bill Pmt -Check	10549	08/31/2021	Alexandre EcoDairy Farms	LOADS OF FISH WASTE, JUL 16, 2021 to AUG 18, 2021		375.00
Bill Pmt -Check	10550	08/31/2021	Anchor Lock & Key	6 #2001 MASTER LOCKS		102.65
Bill Pmt -Check	10551	08/31/2021	Association of Pacific Ports	2021-2022 Annual Membership Association of Pacific Ports		1,495.00
Bill Pmt -Check	10552	08/31/2021	Crescent ACE Hardware	Account #1842 - Rentals: BOBCAT EXCAVATOR - Used to dig holes for OSMB Signage Project		1,000.64
Bill Pmt -Check	10553	08/31/2021	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		127.98
Bill Pmt -Check	10554	08/31/2021	Del-Cur Supply Co-op	Customer No. 38700 Hardware & Other Supplies		390.67
Bill Pmt -Check	10555	08/31/2021	Englund Marine Supply	6 MIT100 AUTO INFLATABLE PFD OR/BK		818.76
Bill Pmt -Check	10556	08/31/2021	Fastenal Industrial Supplies	Customer No.ORBRK0013 Toiletries & Supplies		2,173.98
Bill Pmt -Check	10557	08/31/2021	Freeman Rock, Inc.	CONCRETE - Project Launch Ramp Signage		730.50
Bill Pmt -Check	10558	08/31/2021	Gowman Electric, Inc.	CCB: 198999 Electrical Repair		625.82
Bill Pmt -Check	10559	08/31/2021	Hartwick Automotive	07/29/2021 - EQ#1110 2007 Chevrolet CK2500 - Replace Universal Joint & Battery		267.92
Bill Pmt -Check	10560	08/31/2021	Pape Material Handling	Customer No. 1070715 Equipment Maintenance & Repair		468.33
Bill Pmt -Check	10561	08/31/2021	Pump Pipe & Tank Services, L...	07/15/2021-Replaced D/F dispenser		1,311.38
Bill Pmt -Check	10562	08/31/2021	Quill Corporation	ACCT#1932158 Office Supplies		144.35
Bill Pmt -Check	10563	08/31/2021	Stadelman Electric, Inc.	08/20/2021 Replaced GFCI at RV Park		103.40
Bill Pmt -Check	10564	08/31/2021	Thermo Fluids, Inc.	06/30/2021& 07/29/2021-Removal of USED OIL FROM GENERATOR		194.40
Bill Pmt -Check	10565	08/31/2021	Traffic Safety Supply Co.	Customer ID:C004722 SIGNS for Signage Project OSMB Boat Launch Parking Lot		1,186.35
Total 10103 · General Funds Ckg Umpqua 3834					923.24	311,419.60
10106 · General Fund LGIP 6017						
Check	DEBIT	08/02/2021		LGIP Fees for JULY 2021		0.45
Total 10106 · General Fund LGIP 6017					0.00	0.45
Total 101 · GENERAL FUND CHECKING & LGIP					923.24	311,420.05

10:03 AM

09/08/21

Cash Basis

Port of Brookings Harbor

Check Registers

As of August 31, 2021

Type	Num	Date	Name	Memo	Debit	Credit
10101 · Petty Cash						
Bill Pmt -Check	CASH	08/11/2021	Port of Brookings Harbor	Replenish RV Park Cash Till...Till was short \$15.00 on 08/10/2021		15.00
Total 10101 · Petty Cash					0.00	15.00
Total 100 · UNRESTRICTED CASH & EQUIVALENTS					923.24	311,435.05
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	08/16/2021	Umpqua Bank/Loan#747041620	Genie Reach Forklift Loan#747041620 Payment #42		1,464.71
Check	DEBIT	08/23/2021	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #58 - 50 BFMll Travelift		4,659.00
General Journal	DEBT 08/02	08/02/2021		Transfer to Debt Service Fund for Travelift Payment	4,659.00	
General Journal	DEBT 08/02	08/02/2021		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						
General Journal	USCG 08/25	08/25/2021		AUG 2021 LEASE Pmt		923.24
Total 40104 · Capital Projects Umpqua 8018					0.00	923.24
Total 104 · RESTRICTED MONEY MKT & CHECKING					6,123.71	7,046.95
105 · RESTRICTED LGIP						
20105 · USDA Bond Fund LGIP 6021						
General Journal	USDA 08/02	08/02/2021		To transfer to USDA Revenue Bond Fund for November 2021 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 08/02	08/02/2021		Transfer to IFA Debt Service for 3rd QTR 2021 Pmt	25,835.00	
General Journal	Asset 08/16	08/16/2021		Transfer to Reserve Fund for 20% Net Proceeds from Surplus Sale Vessel Alita Marie on 08/04/2021	1,040.00	
Total 30105 · IFA Debt Service Fund LGIP 6020					26,875.00	0.00
50105 · Reserve Fund LGIP 6018						
General Journal	RES 08/02	08/02/2021		Transfer to Reserve Fund	2,000.00	
General Journal	Asset 08/16	08/16/2021		Transfer to Reserve Fund for 20% Net Proceeds from Surplus Sale Vessel Alita Marie on 08/04/2021	260.00	
Total 50105 · Reserve Fund LGIP 6018					2,260.00	0.00
Total 105 · RESTRICTED LGIP					39,978.00	0.00
Total 110 · RESTRICTED CASH & EQUIVALENTS					46,101.71	7,046.95
TOTAL					47,024.95	318,482.00

9:41 AM
09/08/21
Cash Basis

Port of Brookings Harbor
Purchases by Vendor Summary
January through August 2021

	<u>Jan - Aug 21</u>
101 Things To Do	1,320.00
5-R Excavation, LLC	9,293.16
Absolute Golf Carts	650.00
Adobe	89.94
ADP	4,223.28
Alexandre EcoDairy Farms	875.00
AMAZON MKTPLACE	3,737.07
Anchor Lock & Key	2,808.65
Anchorside Printing	78.25
Armoilo Display Solutions	273.46
Association of Pacific Ports	1,660.00
Asurion Wireless Insurance	19.00
Best Buy	2,039.95
BI-MART	628.51
Black & Rice LLP	9,457.00
BOARDWALK MAIL SERVICE	183.21
Boat Launch Kiosk	11.00
Boat Shop & More LLC	2,512.50
BOLI PWR	1,000.00
BoomTech	77.47
Bronze Memorials Inc.	1,582.48
Brookings Harbor Chamber of Commerce	450.00
Brookings Signs & Graphics	117.00
Bullet Rental	2,725.08
C.O. Construction	535.00
CAL/OR Insurance Specialists, Inc.	2,389.50
CED	379.50
CertifiedMailLabels.com	600.00
CHEVRON	1,279.10
Chevron Business Card	3,503.18
Coastal Audio & Tint	300.00
Cole-Parmer	156.51
Coos-Curry Electric Cooperative, Inc.	70,704.52
Country Media, Inc.	2,571.47
Crescent ACE Hardware	1,764.55
Crow/Clay & Associates, Inc	11,971.55
Crown Plumbing	10,833.14
Curry County Business License	102.50
Curry County Clerk	3,772.27
Curry County Community Development	2,615.96
Curry County Sheriff	125.00
Curry County Tax Collector	2,110.05
Curry Equipment	1,594.84
Curry Transfer & Recycling	43,502.61
Da-Tone Rock Products	2,831.95
Del-Cur Supply Co-op	1,273.82
Dish Network	4,570.07
Elavon	6,946.43
EMC-Engineers/Scientists, LLC	68,390.00
Engineering Resource Services LLC	1,205.00
Englund Marine Supply	1,142.38
Fastenal Industrial Supplies	14,288.23
Ferguson Enterprises, Inc.	21,605.69
Firefly Reservations	1,294.00
Fluid Manufacturing	874.09
Frank's Heating & Refrigeration	1,667.57
FRED MEYER	121.60
Freeman Rock, Inc.	2,920.62

9:41 AM
09/08/21
Cash Basis

Port of Brookings Harbor
Purchases by Vendor Summary
January through August 2021

	<u>Jan - Aug 21</u>
Gerald W. Burns, CPA	4,000.00
Gold Beach Lumber Yard, Inc.	27,076.06
Gowman Electric, Inc.	15,117.05
Grainger	252.70
Grants Pass Water Lab, Inc.	3,240.00
Grating Pacific, LLC	452.00
GSS, Inc.	110.00
Harbor Corner Market LLC	29.18
Harbor Logging Supply, Inc.	8,392.99
Harbor Sanitary District	33,239.09
Harbor Truss and Supply LLC	330.00
Harbor View Windows, Heating & Air	1,500.75
Harbor Water District P.U.D.	14,942.76
Hartwick Automotive	267.92
HD SUPPLY FACILITIES	1,272.72
Heartsmart.com	546.11
Home Depot	3,615.54
In-Motion Graphics and Design, LLC	462.00
Industrial Steel & Supply Co. Inc.	313.00
Interstate Plastics	450.00
Intuit	2,707.72
iSecure Information Security	621.50
JAM Paper & Envelope	198.31
John Kellum/John's Portable Welding	7,912.50
K&K Insurance Group, Inc.	225.00
Kaman Industrial Technologies	3,666.24
Kendrick Equipment USA LLC	928.37
Legacy Contracting, Inc.	469,975.59
Les Schwab Tire Center	16.99
M & J Glazebrook Construction	614.75
Mascott Equipment	2,343.38
Mc Court Floor Coverings, Inc	75.00
McLennan Excavation, Inc.	9,990.00
Microsoft	299.97
My Parking Permit	983.30
NAPA Auto Part	632.76
NorthCoast Health Screening	120.00
Northwest Parking Equipment Company	1,335.84
ONLINE Purchases	1,020.20
Orcal Security Consulting LLC	21,960.00
Oregon Alarm	42,690.00
Oregon Building Codes - Coos Bay Office	299.25
Oregon Coast Magazine	675.00
Oregon Department of Agriculture	278.00
Pacific Office Automation	1,876.91
Pacific Rim Copy Center	449.40
Palm Industries, Inc.	2,479.99
Pape Material Handling	5,136.23
Personnel Concepts	48.85
Pitney Bowes Global Lease	838.50
Pitney Bowes, Inc.	1,412.96
Platt	1,798.52
Port of Brookings Harbor	15.00
PPS Store	6,387.94
Pump Pipe & Tank Services, LLC	2,237.92
Quill Corporation	6,486.69
Rentprep Enterprise/Fidelis Screening	678.30
Roberts & Associates Land Surveying, Inc.	2,150.00

9:41 AM
09/08/21
Cash Basis

Port of Brookings Harbor
Purchases by Vendor Summary
January through August 2021

	<u>Jan - Aug 21</u>
Rock Island Design	1,047.05
Sensaphone	299.40
SimpliSafe	119.92
Slice Recovery	3,927.00
SmartSign	132.26
SO Backflow Techs	28.00
Spec Dist Assoc of OR- Workers Comp	10,767.28
Spec Dist Assoc of OR- Healthcare	65,278.48
Spec Dist Assoc of OR- Prop & Cas	73,730.88
Spec Dist Assoc of Or -TRAINING	450.00
Spectrum Business 8752 19 060 0025169	761.76
Spectrum Business 8752 19 060 0226494	761.26
Spectrum Business 8752 19 060 0247029	679.84
Spectrum Business 8752 19 060 0251369	618.76
Stadelman Electric, Inc.	103.40
Stericycle	98.05
Strahm's Sealcoat & Striping, Inc.	26,739.00
Suburban Propane	270.00
SUPPLYHOUSE.COM	465.35
Tank Testers, LLC	13,406.50
The Park Catalog	1,247.73
The Roofers, LLC	10,327.84
Thermo Fluids, Inc.	1,298.20
Tidewater Contractors, Inc.	6,938.00
Traffic Safety Supply Co.	6,258.15
Travel Information Council	348.00
Tyree Oil, Inc	331,688.79
U Printing	257.83
ULine	2,418.02
US Bank Equipment Finance	1,785.60
US Postal Service	183.95
US Relay/HD Relay	436.00
Valvoline	342.73
Ventek International	2,070.00
VERIZON WIRELESS	2,598.99
Vonage	1,773.25
Walmart	28.59
Wayfair LLC	285.99
WebReserv	495.00
WEEBLY-CHARGE.COM	1,379.00
Ziply Fiber 541-412-7930-102902-5	274.97
Ziply Fiber 541-469-5867-121516-5	609.95
Zoom Video Communications Inc.	119.92
TOTAL	<u><u>1,625,782.15</u></u>

HARBORMASTER MONTHLY REPORT

Date: September 21, 2021
Period: August 2021
To: Gary Dehlinger, Port Manager
Issued By: Travis Webster, Harbormaster

RV Park

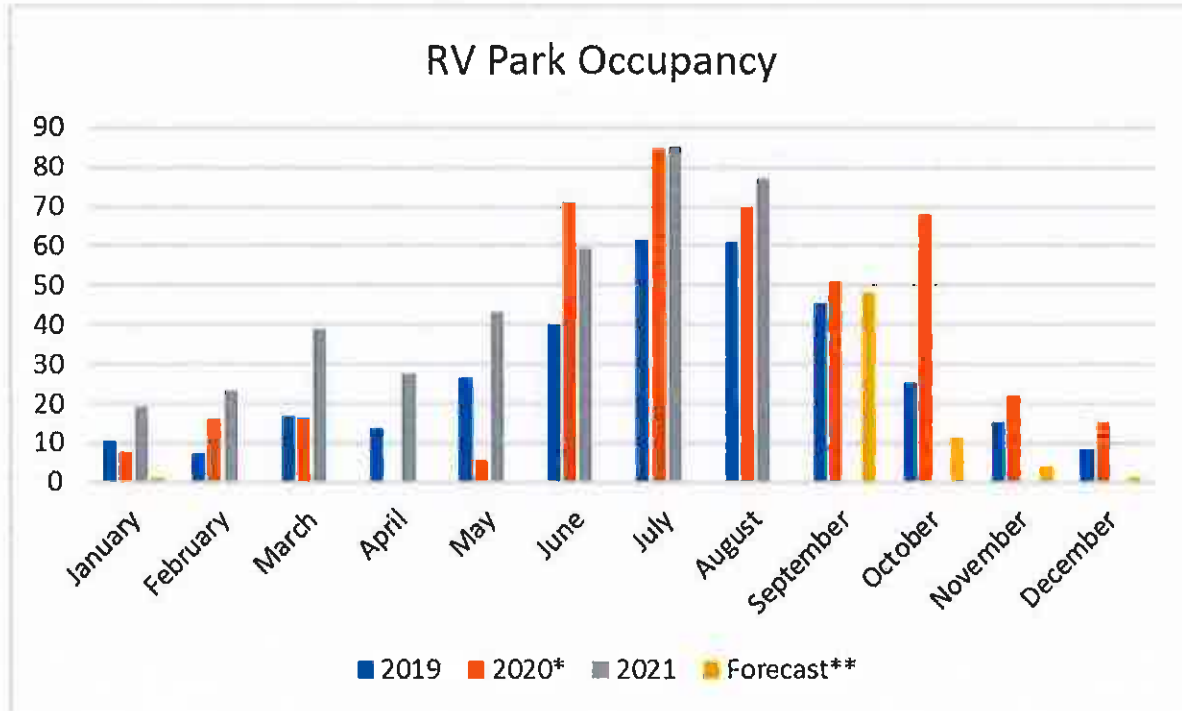
Beachfront RV Park is running great! Few picnic tables were purchased to swap out old ones. Minor work orders such as broken shower heads, pick up trash in parking areas, sweep rocks off exit of the road, and replace barrel connectors on cable tv.

Occupancy Percent by Month & Year

	2019	2020*	2021	Change from 2020	Forecast**
January	10.3	7.5	19	11.5	1
February	7.3	16	23	7	0
March	16.8	16.4	39	22.6	
April	13.5	0	27.5	27.5	
May	26.4	5.7	43.1	37.4	
June	39.9	71.1	59.5	(11.6)	
July	61.3	84.7	85	0.3	
August	60.8	70	77	7	
September	45.4	51			48
October	25.4	68			11
November	15.2	22			4
December	8.5	15			1

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

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

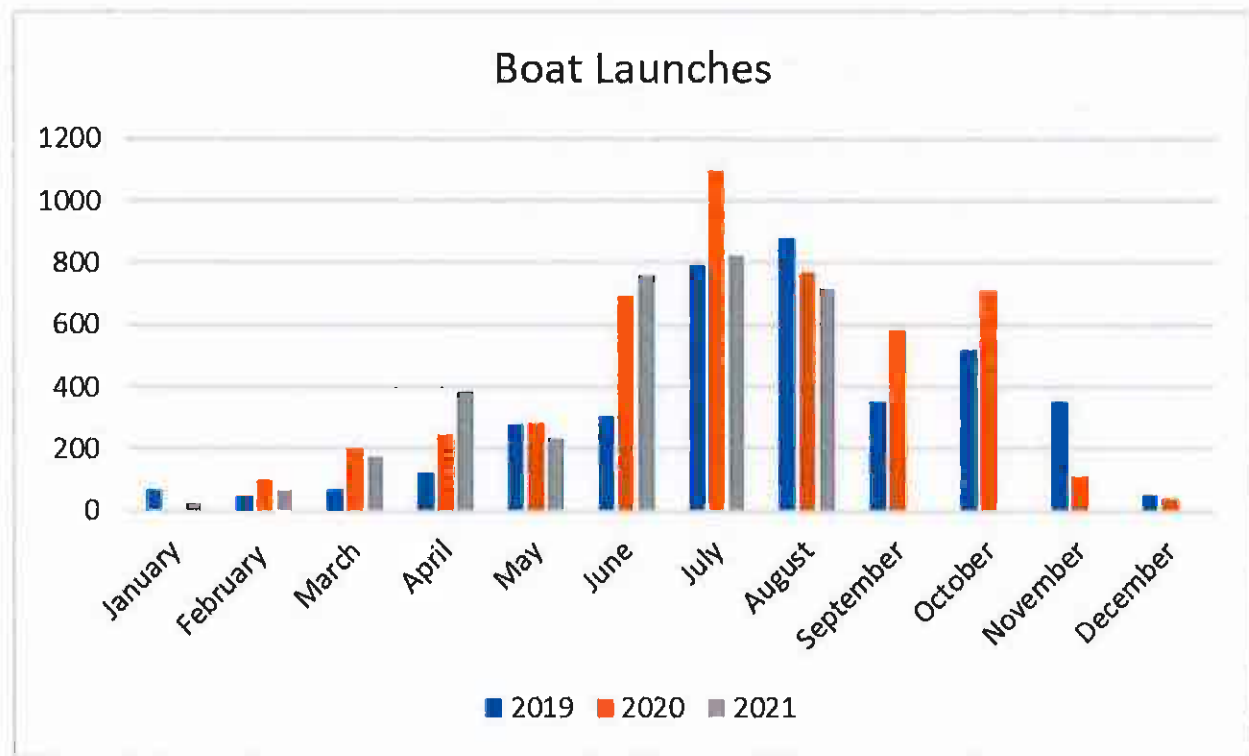


Marina

New piling hoops came in and were installed on the fuel dock and public fishing dock. Next, we will be looking at replacing the pile hoops at the guest dock by the launch ramp. Dock walks were done, and a list of repairs were made. Repairs included leaking water spickets and loose dock bolts.

Boat Launches Paid through Launch Machine

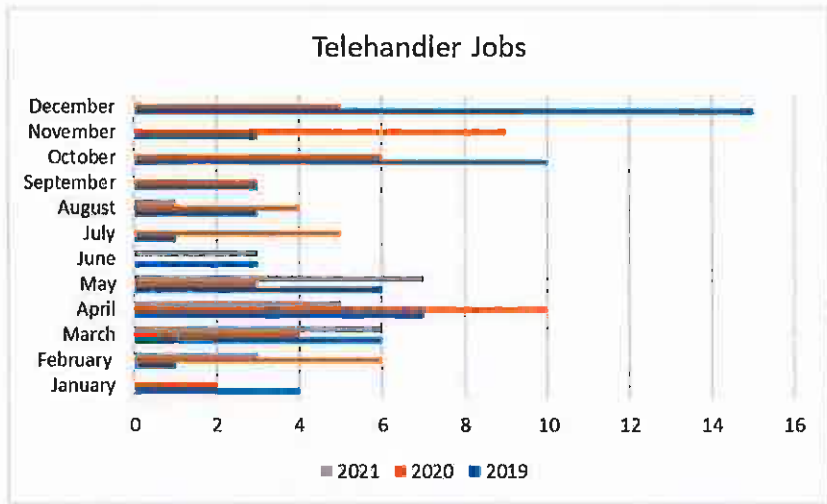
	2019	2020	2021	Change from 2020
January	66	5	27	22
February	47	102	70	(32)
March	66	204	178	(26)
April	122	244	386	142
May	276	282	233	(49)
June	303	697	759	62
July	794	1095	826	(269)
August	875	768	716	(52)
September	350	583		
October	518	713		
November	352	109		
December	53	40		
Totals	3,822	4,842	3,195	



Equipment Services Performed by Port Staff

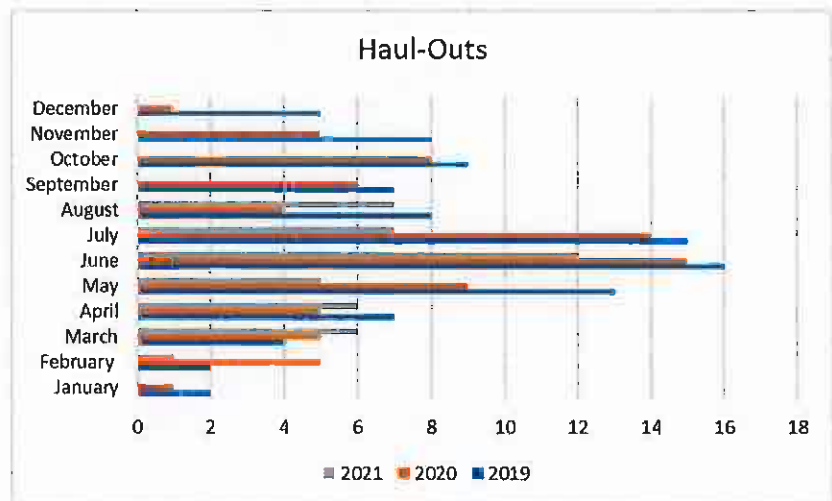
Telehandler Jobs

	2019	2020	2021
January	4	2	0
February	1	6	3
March	6	4	6
April	7	10	5
May	6	3	7
June	3	0	3
July	1	5	0
August	3	4	1
September	3	3	
October	10	6	
November	3	9	
December	15	5	
Totals	62	57	25



Travel Lift Haul-Outs

	2019	2020	2021
January	2	1	0
February	2	5	1
March	4	5	6
April	7	5	6
May	13	9	5
June	16	15	12
July	15	14	7
August	8	4	7
September	7	6	
October	9	8	
November	8	5	
December	5	1	
Totals	96	78	44



Commercial Receiving Dock

Staff removed the catwalk at Icehouse to make handrail repairs and repaint. Now that the catwalk is in good condition it will now be on the lessee to maintain it. Other work was replacement of breaker on transit dock, log removals from both basins, 2 cleats added, and replaced a stripped hose bib.

Commercial Retail Building

Staff completed sewer inspections and light bulb replacement in both retail areas. Staff began work on the Blue Fin Reality building and has completed most of the work. Roofer has been delayed due to back order on the roofing but should begin soon.

26

Maintenance Crew

Maintenance completed 88 work orders throughout the port. Staff continues to landscape and clean high traffic areas. One trash can was added in the center part of the boardwalk. Signs were added at the boat launch parking area to inform users that it is a paid area to park for recreational users only. Signs have helped and staff continues to issue parking violations daily.

Attachments

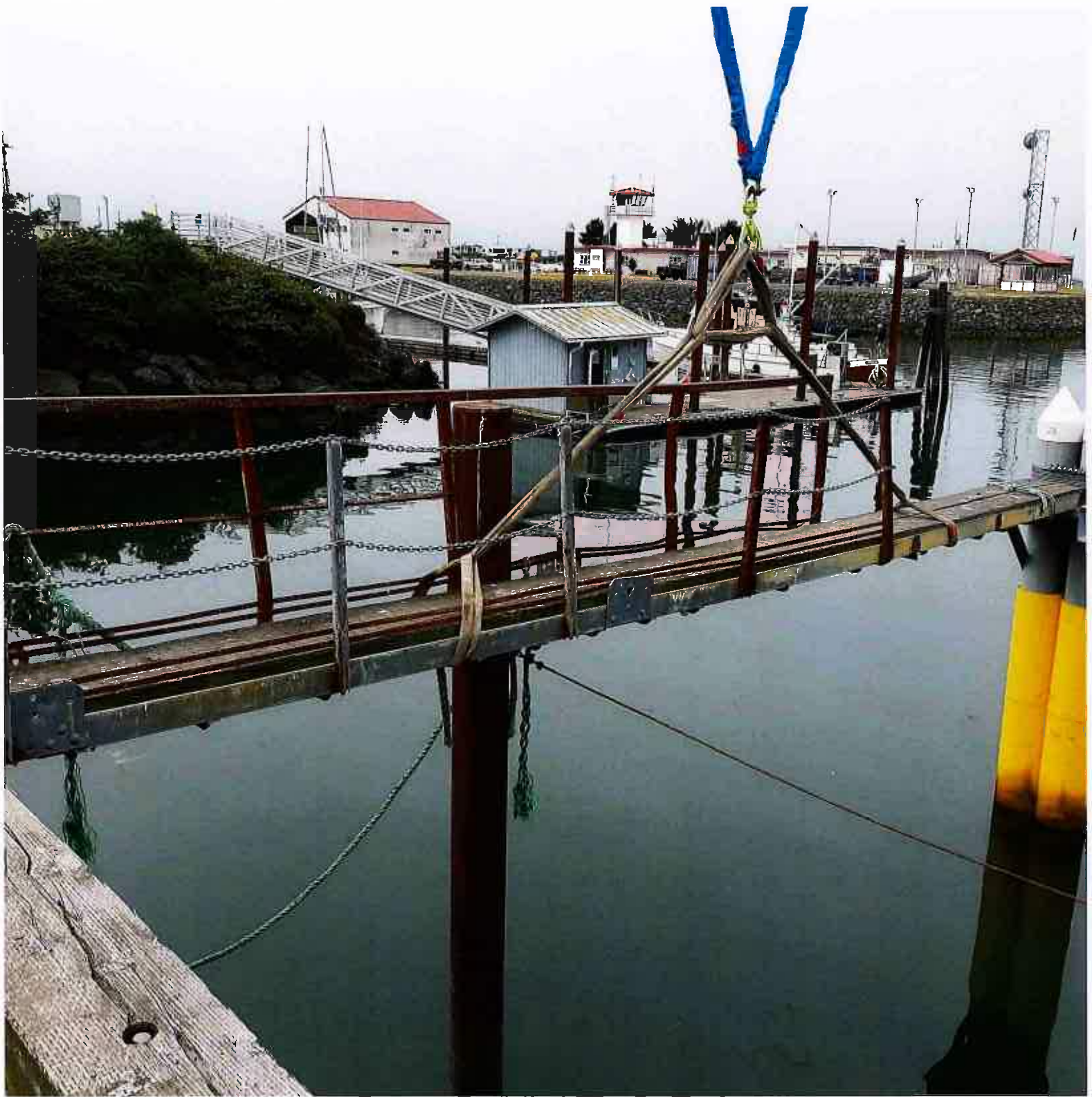
- August 2021 Work Order Log, 2 pages
- Before and After Photos of Icehouse Catwalk, 3 pages

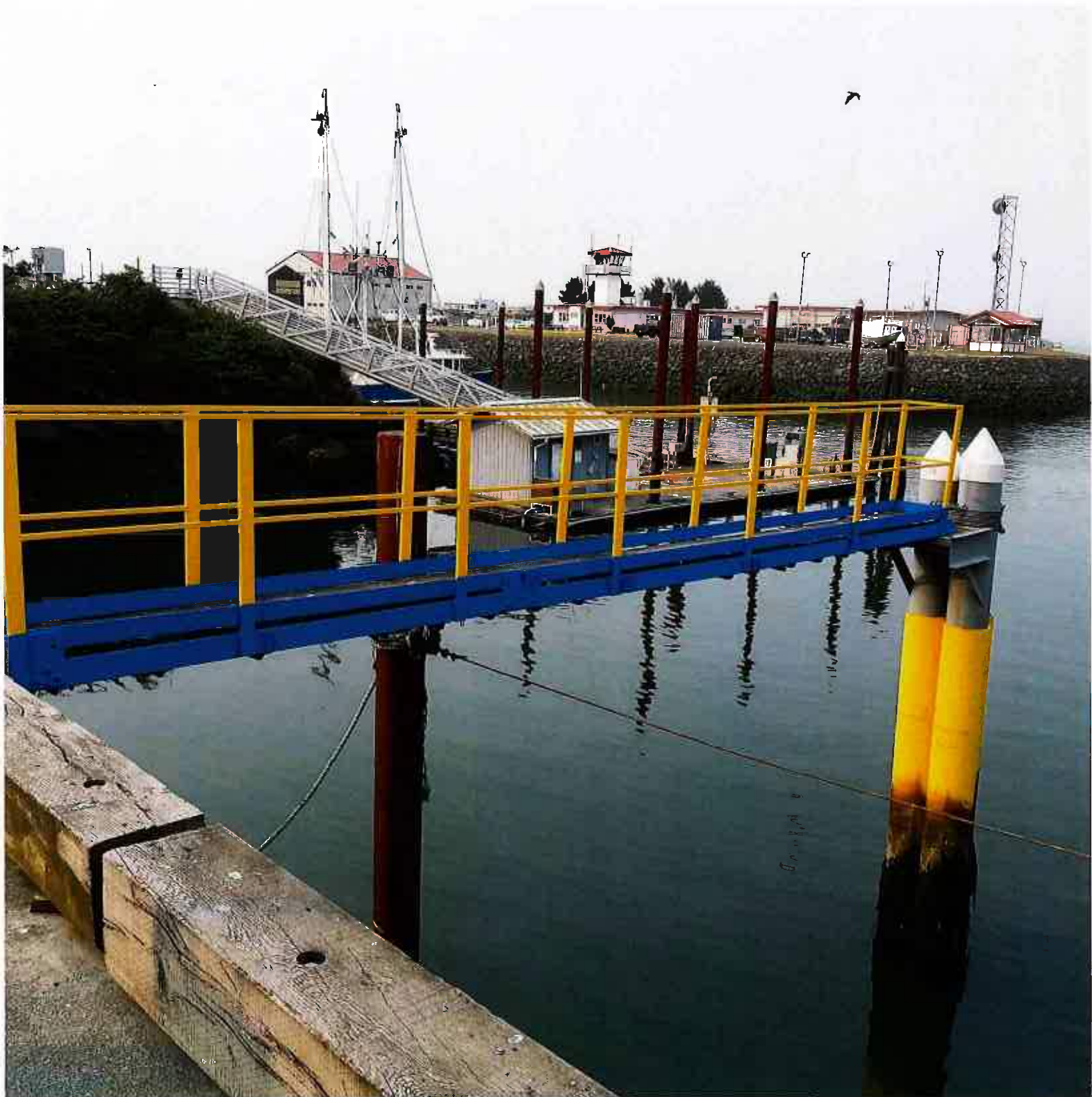
WORK ORDERS LOG
Port Of Brookings Harbor
August 2021

Date	Location	Description of Work	Corrective Action	Date Completed	Completed By
8/2/21	RV Park	Dumpsters overflowing	Compressed Garbage	8/2/21	Brent
8/2/21	Basin 2 P 13	Log in slip	Removed Log	8/2/21	Shawn & Sean
8/2/21	Basin 2 O 18	Add cleat	Completed	8/2/21	Shawn
8/2/21	Boat Yard	Transfer fuel/ bilge water to barrels	Completed	8/2/21	Shawn & Sean
8/2/21	Travelift	Inflate tires to 140 PSI	Completed	8/2/21	Brent
8/2/21	Basin 2 P 7	Electrical short	Defective Plug	8/2/21	Brent
8/3/21	RV Park Restroom	Shower head unattached	Reattached	8/3/21	Brent
8/3/21	RV Rinse Area	System pulled off wall	Reattached	8/3/21	Brent
8/3/21	Basin 1 A Dock	Water valve box lid damaged	Replaced	8/3/21	Brent
8/3/21	RV Park Restroom	Floor drain sand traps full	Cleaned traps	8/3/21	Brent
8/3/21	Ice House	Repair gangway	Completed	8/3/21	Travis, Shawn & Sean
8/3/21	#3 Fuel Tank	Water in annular	Vacuumed water from tank	8/3/21	Brent
8/4/21	RV Park, Site 77	Need site # sticker on pedestal	Completed	8/4/21	Shawn
8/4/21	RV Park, Site 85	Electrical panel missing bolt	Replaced missing bolt	8/4/21	Brent
8/4/21	Port Shop	Prime gangway	Completed	8/4/21	Shawn
8/4/21	Kite Field Restroom	Faucet will not shut off	Replaced Faucet	8/4/21	Brent
8/5/21	Port Shop	Paint gangway	Completed	8/5/21	Shawn & Sean
8/5/21	Boat Yard	Remove debris	Completed	8/5/21	Brent, Shawn, Sean & Travis
8/5/21	Fish Cleaning Station	Dump carcasses	Completed	8/5/21	Brent
8/5/21	Retail Septic System	Monthly skim of solids	Completed	8/5/21	Brent
8/5/21	Port Property	Septic systems inspection	Completed	8/5/21	Brent
8/5/21	Pacific Seafood	Install delineators	Completed	8/5/21	Shawn
8/6/21	Basin 2 Restroom	Street light is flickering	Coos Curry Electric made repair	8/9/21	Brent
8/6/21	Retail Area	Spray weeds	Completed	8/6/21	Shawn
8/8/21	Retail Septic System	Pump #1 seized	Repaired	8/8/21	Brent & Marian
8/9/21	RV Park	Swap picnic tables	Completed	8/9/21	Shawn & Sean
8/9/21	Boat Launch Parking Lot	Prep area for new signage	Completed	8/9/21	Shawn, Sean & Travis
8/10/21	Retail, Blue Fin Building	Tear off old siding	Completed	8/10/21	Shawn & Sean
8/10/21	RV Park Restroom	Toilet plugged	Repaired	8/10/21	Brent
8/10/21	Port Property	Inspect docks for violations	Completed	8/10/21	Brent
8/11/21	Retail, Blue Fin Building	Hang new siding	Completed	8/11/21	Shawn & Sean
8/11/21	Port Shop & Boat Launch	Pour concrete	Completed	8/11/21	Shawn, Sean, Brent & Travis
8/12/21	Retail, Blue Fin Building	Continue to hang new siding	Completed	8/12/21	Shawn
8/13/21	Retail, Boardwalk area	Set up stage for event	Completed	8/13/21	Brent
8/13/21	Fish Cleaning Station	Dump carcasses	Completed 2 runs	8/13/21	Brent
8/14/21	Fish Cleaning Station	Dump carcasses	Completed 3 runs	8/14/21	Brent
8/16/21	Fish Cleaning Station	Dump carcasses	Completed 3 runs	8/16/21	Brent
8/16/21	Retail, Blue Fin Building	Tear off old siding	Completed	8/16/21	Shawn & Sean
8/16/21	Basin 1, B 26	Stripped hose bib	Repaired	8/17/21	Shawn
8/16/21	RV Park, Site 16	Replace picnic table	Completed	8/16/21	Shawn
8/17/21	Basin 2 Restroom	Shower head leaking	Repaired	8/17/21	Brent
8/17/21	Basin 2 Restroom	Not accepting coins	Repaired	8/17/21	Brent
8/17/21	RV Park Restroom	Not accepting coins	Repaired	8/17/21	Brent
8/17/21	Retail, Blue Fin Building	Continue to hang new siding	Completed	8/17/21	Shawn, Sean, Brent & Travis
8/18/21	Fish Cleaning Station	Dump carcasses	Completed	8/18/21	Brent
8/18/21	Retail, Blue Fin Building	Prep building	Completed	8/18/21	Shawn, Sean & Travis
8/19/21	Retail, Blue Fin Building	Trim & siding	Completed	8/19/21	Shawn & Sean
8/19/21	Port Property	Dumpsters overflowing	Compressed Garbage	8/19/21	Brent
8/20/21	RV Park Restroom	Toilet has broken anchor bolt	Repaired	8/20/21	Brent
8/20/21	RV Park, Site 146	Water supply missing plug	Repaired	8/20/21	Brent
8/20/21	Port Shop	Dumpsters overflowing	Compressed Garbage	8/20/21	Brent
8/20/21	RV Park	WiFi malfunctioning	Repaired	8/20/21	Brent
8/20/21	RV Park Restroom	Shower head unattached	Repaired	8/20/21	Brent
8/20/21	Kite Field Restroom	Toilet has broken base	Repaired	8/20/21	Brent
8/20/21	Retail, Blue Fin Building	Hang & caulk trim	Completed	8/20/21	Shawn & Sean
8/20/21	RV Park, Picnic Area	Remove rotted pillar	Completed	8/20/21	Trent

8/20/21	RV Park Restroom	Sweep concrete	Completed	8/20/21	Trent	57
8/23/21	RV Park Sites 21 & 22	Need to be raked	Completed	8/23/21	Trent	58
8/23/21	RV Park Restroom	Graffiti on walls	Removed	8/23/21	Brent	59
8/23/21	Oil Dump	Prepare for barrel removal	Completed	8/23/21	Brent	60
8/23/21	Port Shop	Dumpsters overflowing	Compressed Garbage	8/23/21	Brent	61
8/23/21	Retail, Blue Fin Building	Prime building	Completed	8/23/21	Shawn & Sean	62
8/24/21	Retail, Blue Fin Building	Paint building	Completed	8/24/21	Shawn & Sean	63
8/25/21	RV Park, Site 43	Fix sewer cap	Completed	8/25/21	Shawn	64
8/25/21	Retail, Blue Fin Building	Paint building	Completed	8/25/21	Shawn & Sean	65
8/26/21	RV Park TV system	Channel 4 not working	Repaired	8/26/21	Brent	66
8/26/21	Fuel Dock	Phone is broken	Replaced	8/26/21	Brent	67
8/26/21	RV Park, Site 29	Sewer backed up	Cleaned & disinfected	8/26/21	Brent	68
8/24/21	RV Park, Site 70	110 electric is not working	Replaced outlet	8/26/21	Travis	69
8/26/21	Retail, Blue Fin Building	Paint building	Completed	8/26/21	Shawn & Sean	70
8/27/21	Retail, Pithitude	Porch light out	Replaced	8/27/21	Brent	71
8/27/21	Retail, Tidewinds	Porch light out	Replaced	8/27/21	Brent	72
8/27/21	Basin 2 Restroom	Shower head(s) broken	Replaced	8/27/21	Brent	73
8/27/21	Port Shop	Dumpsters overflowing	Compressed Garbage	8/27/21	Brent	74
8/27/21	Fish Cleaning Station	Dump carcasses	Completed	8/27/21	Brent	75
8/27/21	RV Park, Site 28	Cable end needs to be replaced	Completed	8/27/21	Trent	76
8/25/21	RV Park Restroom	Clear weeds around building	Completed	8/27/21	Trent	77
8/25/21	RV Park, Exit road	Sweep concrete	Completed	8/27/21	Trent	78
8/27/21	RV Park Restroom	Hose exterior of building	Completed	8/27/21	Trent	79
8/30/21	#3 Diesel Tank	Annular alarm going off	Cleared alarm	8/30/21	Brent	80
8/30/21	Transient & Crab Dock	Install piling hoops	Completed	8/30/21	Shawn & Sean	81
8/30/21	Fuel Dock, Sani-Sailor	Water will not shut off	Repaired	8/31/21	Brent	82
8/30/21	RV Park, Site 85	Replace barrel connector	Completed	8/30/21	Trent	83
8/30/21	RV Park, Site 89	Replace barrel connector	Completed	8/30/21	Trent	84
8/31/21	Launch Ramp & Showers	Collect quarters in all areas	Completed	8/31/21	Brent	85
8/31/21	Retail, Blue Fin Building	Prep and Paint	Completed	8/31/21	Shawn & Sean	86
8/31/21	Basin 1 Dock	Make list of loose docks	Completed	8/31/21	Shawn & Sean	87
8/31/21	RV Park, Dry Camp	Replace caution sign	Completed	8/31/21	Brent	88







PORT MANAGER

MONTHLY REPORT

Date: September 21, 2021
Period: August 2021
To: Honorable Board President and District Board Members
Issued By: Gary Dehlinger, Port Manager

Safety

Port had one first aid case in the month. Employee fell while moving a bench at the RV Park.

A boat was found sinking by the Coast Guard in Basin 2. Coast Guard pumped the water out to prevent it from sinking and Port staff removed the boat from the harbor.

The RV Park had a few issues during the month. Disorderly guest, individual trespassing after trespass order issued, another electrical pedestal damaged and a false report to employees.

Then there was a vehicle parked on the concrete boardwalk next to the Indian Memorial. They drove through the grassy area and onto the boardwalk. They were asked to park in the parking lot. Port staff ended up placing concrete blocks along the grassy area to prevent vehicles from gaining access to this area.

Security

OrCal Security and POBH recorded 108 security issues. Issues included:

- 56 Overnight parking tickets.
- 19 Vehicles missing or unable to read boat launch ticket.
- 14 Parking violations throughout the port.
- 6 No camping warnings.
- 3 Parking violations for vehicles parked in the boat launch parking lot trailer stall.
- 3 Unhitched trailers in retail parking lot.
- 3 Maintenance reports for various lightbulbs out.
- 1 Unauthorized visitor written up twice, once at the RV Park and then Retail Parking Lot that refused to leave port property and was trespassed from the port. Same person came back to the RV Park on another day.
- 1 Vandalism report to the men's shower room at Basin 2. Shower heads were removed.
- 1 Moorage violation, boat moored without permission. Boat was impounded after no response.

More information from Port of Newport on their parking tickets. Their security firm follows the city's parking citations procedure and if anyone wants to appeal the tickets, it's written into their ordinances how to do that to the general manager.

Port Office

Permitting for the RV Park Project continues. The floodplain and electrical permits were approved. Plumbing and demolition permits are the last items left which will be completed in September. RV Park bid proposal deadline is September 23, 2021 at 2pm.

Congressman DeFazio staff was planning on a visit to the Port until COVID changed the plan. Port ended up meeting with DeFazio and Pacific Seafood representatives virtually. Jack Akin from EMC Engineers / Scientists provided technical information. The meeting lasted 30 minutes with the reassurance of possible funding by the end of the year.

Second abandon boat was sold through the online auction. The new owner is making repairs in the boat yard and plan to haul the boat to Tennessee when finished.

DEQ 1200-Z Industrial Stormwater

Aquarius Environmental updated the Port Stormwater Pollution Control Plan (SWPCP) for onsite changes (Port Shop relocation) and DEQ revised testing requirements. DEQ Statewide benchmark for Ports pollutant levels have eased. The pollutant levels increased, and they also removed oil & grease and iron pollutants from the list.

Monthly inspections were completed as required by our Stormwater Pollution Control Plan (SWPCP).

2019 FEMA Disasters

Port received approval from Oregon Emergency Management for engineering and permitting for DR-4432 and DR-4452. Joint Permit Application placed on hold until January 2022 or until a new engineering contract is completed. OEM/FEMA continues to review the Port's "Scope of Work" and construction budget. No further updates to report.

- FEMA DR-4432 February 24, 2019 storm damage to Basin 2 Slopes (2,000 LF) and dredging 8,000 cubic yards.
- FEMA DR-4452 April 6, 2019 storm damage to basins (dredging 30,000 cubic yards)

Attachments

- August Incident Log, 1 page
- August 2021 Security Log, 3 pages
- Board Meeting Recap, 5 pages

#	Date	Description of Incident	Location	Corrective Actions
65	8/3/2021	Disorderly Conduct	RV Park	Informed guest of rules
66	8/14/2021	Sinking Boat in Basin 2	Basin 2 J-2	Water was pumped and boat removed from harbor
67	8/16/2021	Guest damaged electrical pedestal	RV Park, Site 84	Site closed until repairs are made
68	8/20/2021	Vehicle drove onto concrete boardwalk	Indian Memorial	Vehicle was removed and concrete blocks installed to block access onto grass area leading to boardwalk
69	8/21/2021	Trespassing	RV Park	Sheriff was called to remove individual from Port property that had been trespassed
70	8/24/2021	False report	RV Park	None
71	8/30/2021	Employee fell moving bench	RV Park	Two employees moving bench, employee walking backwards tripped and fell. First aid case.

#	Date	Reported By	Issue Type	Location	Vehicle Plate	Notes
507	08/01/21	OrCal	Overnight Parking	Kite Field	402YRX	CO
508	08/01/21	OrCal	Overnight Parking	Commercial Basin Lot	VTR145	OR
509	08/01/21	OrCal	Overnight Parking	Retail Parking Lot	YCM072	OR
510	08/01/21	OrCal	Overnight Parking	Retail Parking Lot	8KZA069	CA
511	08/01/21	OrCal	Overnight Parking	Retail Parking Lot	7SPB281	CA
512	08/01/21	OrCal	Overnight Parking	Retail Parking Lot	162GMF	OR
513	08/04/21	POBH	Ticket Violation	Boat Launch Parking Lot	95789X1	CA
514	08/04/21	POBH	Ticket Violation	Boat Launch Parking Lot	886MGT	OR
515	08/04/21	POBH	Ticket Violation	Boat Launch Parking Lot	75042	OR
516	08/05/21	POBH	Parking Violation	Gear Storage	541HNZ	OR
517	08/05/21	POBH	Parking Violation	Cold Storage	WJN136	OR
518	08/05/21	POBH	Vehicle in Boat Trailer	Boat Launch Parking Lot	451GVA	OR
519	08/05/21	POBH	Moorage Violation	Basin 1 C-5	OR303AGH	No moorage
520	08/06/21	POBH	Parking Violation	Gear Storage	541HNZ	OR
521	08/06/21	POBH	Parking Violation	Retail Parking Lot	544LHT	OR
522	08/06/21	POBH	Ticket Violation	Retail Parking Lot	788KFY	OR
523	08/06/21	POBH	Ticket Violation	Retail Parking Lot	905KXD	OR
524	08/06/21	POBH	Ticket Violation	Boat Launch Parking Lot	886MGJ	OR
525	08/06/21	POBH	Ticket Violation	Boat Launch Parking Lot	15266	OR
526	08/06/21	POBH	Ticket Violation	Boat Launch Parking Lot	356BYP	OR
527	08/06/21	OrCal	Overnight Parking	Commercial Basin Lot	ZNX503	OR
528	08/06/21	OrCal	Overnight Parking	Commercial Basin Lot	594CTP	OR
529	08/06/21	OrCal	Overnight Parking	Retail Parking Lot	WFF534	
530	08/06/21	OrCal	Overnight Parking	Retail Parking Lot	RJD638	OR
531	08/06/21	OrCal	Parking Violation	Commercial Basin Lot	4XWX111	CA
532	08/07/21	OrCal	Overnight Parking	Kite Field	HD39808	OR
533	08/08/21	OrCal	Overnight Parking	Retail Parking Lot	YYV420	OR
534	08/08/21	OrCal	Overnight Parking	Retail Parking Lot	446DAW	OR
535	08/08/21	OrCal	Overnight Parking	Commercial Basin Lot	594CTP	OR
536	08/08/21	OrCal	Overnight Parking	Commercial Basin Lot	8VQY089	CA
537	08/08/21	OrCal	Overnight Parking	Commercial Basin Lot	871CED	OR
538	08/08/21	OrCal	Overnight Parking	Commercial Basin Lot	ZNX503	OR
539	08/08/21	OrCal	Overnight Parking	RV Park	996P56	NV
540	08/08/21	OrCal	Overnight Parking	RV Park	695DKK	OR
541	08/10/21	OrCal	Overnight Parking	Retail Parking Lot	YCM072	OR
542	08/10/21	OrCal	Overnight Parking		500JMK	OR
543	08/10/21	OrCal	Overnight Parking		436BZT	OR
544	08/10/21	OrCal	Overnight Parking	Retail Parking Lot	657JYB	OR
545	08/10/21	OrCal	Overnight Parking	Commercial Basin Lot	ZNX503	OR
546	08/12/21	OrCal	No Camping	Commercial Basin Lot	XFQ499	OR
547	08/12/21	OrCal	Overnight Parking	Commercial Basin Lot	728KFE	OR
548	08/12/21	OrCal	Overnight Parking	Commercial Basin Lot	517HLU	OR
549	08/12/21	OrCal	Overnight Parking	Commercial Basin Lot	ZNX503	OR
550	08/12/21	OrCal	Overnight Parking	Gear Storage	541HNR	OR
551	08/12/21	OrCal	Overnight Parking	Retail Parking Lot	465MPA	OR
552	08/12/21	OrCal	Overnight Parking	Retail Parking Lot	657JYB	OR

#	Date	Reported By	Issue Type	Location	Vehicle Plate	Notes
553	08/12/21	OrCal	Overnight Parking	Retail Parking Lot	YCM072	OR
554	08/12/21	POBH	Ticket Violation	Boat Launch Parking Lot	92866	OR
555	08/12/21	POBH	Ticket Violation	Boat Launch Parking Lot	LSFF	OR
556	08/12/21	POBH	Parking Violation	Retail Parking Lot	YRB063	OR
557	08/12/21	OrCal	Overnight Parking	Retail Parking Lot	YCM072	OR
558	08/12/21	OrCal	Overnight Parking	Commercial Basin Lot	ZNX503	OR
559	08/12/21	OrCal	Camping	Commercial Basin Lot		
560	08/12/21	POBH	Parking Violation	Retail Parking Lot	72612	OR
561	08/12/21	POBH	Parking Violation	Retail Parking Lot	646MFT	OR
562	08/12/21	POBH	Parking Violation	Retail Parking Lot	220MJD	OR
563	08/13/21	POBH	Parking Violation	Retail Parking Lot	347MDA	OR
564	08/13/21	POBH	Ticket Violation	Boat Launch Parking Lot	853JXX	OR
565	08/13/21	POBH	Ticket Violation	Boat Launch Parking Lot	SL93806	OR
566	08/13/21	POBH	Ticket Violation	Boat Launch Parking Lot	8S82577	CA
567	08/13/21	POBH	Ticket Violation	Boat Launch Parking Lot	5011	OR
568	08/13/21	POBH	Vehicle in Boat Trailer	Boat Launch Parking Lot	332DCC	OR
569	08/13/21	OrCal	Overnight Parking	Kite Field	HD26425	OR
570	08/13/21	OrCal	Overnight Parking	Kite Field	994CMJ	OR
571	08/13/21	OrCal	Overnight Parking	Kite Field	YJH154	OR
572	08/13/21	OrCal	Overnight Parking	Commercial Basin Lot	ZNX503	OR
573	08/13/21	OrCal	Overnight Parking	Commercial Basin Lot	6YPC295	CA
574	08/16/21	OrCal	Overnight Parking	Retail Parking Lot	8RPU893	CA
575	08/16/21	POBH	Ticket Violation	Boat Launch Parking Lot	516KAH	OR
576	08/16/21	OrCal	Overnight Parking	RV Park	ZGP719	OR
577	08/17/21	OrCal	Unhitched Trailer	Kite Field	03AJTD	ID
578	08/18/21	OrCal	Overnight Parking	Retail Parking Lot	BMV8752	AZ
579	08/18/21	OrCal	Parking Violation	Retail Parking Lot	TNC712	OR
580	08/19/21	OrCal	Overnight Parking	Commercial Basin Lot	541HNR	OR
581	08/19/21	OrCal	Overnight Parking	Commercial Basin Lot	122LFZ	WA
582	08/20/21	OrCal	Unauthorized Visitor	RV Park		
583	08/20/21	OrCal	Unauthorized Visitor	Retail Parking Lot		Same person from RV Park refusing to leave port was trespassed
584	08/21/21	OrCal	Overnight Parking	Boat Launch Parking Lot	SR04277	OR
585	08/21/21	OrCal	Overnight Parking	Kite Field	5SWE943	CA
586	08/21/21	OrCal	Overnight Parking	Kite Field	3BMS584	CA
587	08/21/21	OrCal	No Camping	RV Park	Lexus XI250	Unhitched pop camper next to south jetty, refused to leave, sheriffs responded and they left Port property
588	08/21/21	OrCal	Overnight Parking	Retail Parking Lot	441632C	MT
589	08/23/21	POBH	Ticket Violation	Boat Launch Parking Lot	975GHK	OR

#	Date	Reported By	Issue Type	Location	Vehicle Plate	Notes
590	08/23/21	POBH	Parking Violation	RV Park	5466OU2	CA - Parked in site preventing guest to use
591	08/24/21	OrCal	Overnight Parking	RV Park	ZGP719	OR
592	08/24/21	OrCal	No Camping	Retail Parking Lot	BZS7881	WA - verbal
593	08/24/21	OrCal	No Camping	RV Park	HD13844	OR - will pay in morning
594	08/24/21	OrCal	Vandalism	Commercial Basin Lot		Restroom men's shower heads removed (both)
595	08/24/21	OrCal	Maintenance	Commercial Basin Lot		Outdoor light out
596	08/24/21	OrCal	Overnight Parking	Commercial Basin Lot	ZNX503	OR
597	08/24/21	OrCal	Overnight Parking	Commercial Basin Lot	4XTR724	CA - Expired tag #62 2020
598	08/24/21	OrCal	No Camping	Kite Field	966MNT	OR - verbal
599	08/24/21	OrCal	Overnight Parking	Retail Parking Lot	No plate	OR handicap permit
600	08/24/21	POBH	Ticket Violation	Boat Launch Parking Lot	45831Z2	CA
601	08/25/21	OrCal	Maintenance	Retail Center		Pithitude entry light out
602	08/25/21	OrCal	Maintenance	Retail Center		Tidewinds entry light out
603	08/25/21	POBH	Ticket Violation	Boat Launch Parking Lot	88831	OR
604	08/25/21	OrCal	Overnight Parking	Commercial Basin Lot	989BKY	OR
605	08/25/21	OrCal	Overnight Parking	Commercial Basin Lot	4XTN724	CA
606	08/25/21	OrCal	Overnight Parking	Retail Parking Lot	No plate	Black Honda Accord
607	08/25/21	OrCal	Unhitched Trailer	Boat Launch Parking Lot		
608	08/25/21	OrCal	Overnight Parking	Boat Launch Parking Lot	WC27234	OR
609	08/25/21	OrCal	Overnight Parking	Retail Parking Lot	No plate	OR handicap permit
610	08/26/21	POBH	Parking Violation	Retail Parking Lot	697CVY	OR
611	08/26/21	POBH	Vehicle in Boat Trailer	Boat Launch Parking Lot	667LHT	OR
612	08/26/21	POBH	Unhitched Trailer	Boat Launch Parking Lot	57851N1	CA
613	08/26/21	POBH	Parking Violation	Commercial Basin Lot	369JTR	OR
614	08/27/21	POBH	Ticket Violation	Boat Launch Parking Lot	9Q8412	OR

2021 Commissioner Meeting Review

#	Meeting Date	Action Item	Information Item	Commission Vote Approve / Fail / Hold	Notes
1	Tuesday, January 12, 2021		Delinquent Accounts		
2			Blue Fin Realty Lease		
3			DEQ Tier 1 Report		
4			FEMA Projects Update / Planning & Permitting, Phase I		
5			Icehouse Pile and Catwalk Repair Cost		
6			Garbage Reception Facilities at Ports Under MARPOL Annex V		
7			Fuel Dock Project		
8			2021 Events at the Port		
9			Keypad Locks on Restroom Facilities		
10			Port Infrastructure Status		
11			Port Holidays 2021 -- 2025		
12			Coronavirus Relief Fund		
13			RV Park Project Update		
14			Financial Consultant Contract		
15			Commissioner Meetings Under COVID-19		
16			Spothaven Beach Equipment Contribution		
17	Tuesday, January 19, 2021	Blue Fin Realty Lease		Approved	
18		Financial Consultant Contract		Approved	
19		Mike Smith Account		Approved	Reduce amount if paid by Jan 26
20		Corey Sample Account		Approved	Reduce amount if paid by Mar 31
21		Port Restroom Facilities		Approved	Install keypads when funds avail.
22	Wednesday, January 27, 2021	Resolution No. 2021-01 Port Signatures on PLA Deeds		Approved	Righetti Property Line Adjustment
23		Fuel Dock Fender Piles		Approved	Add piles at Hallmark & Icehouse
24	Thursday, February 4, 2021	Commissioner Roy Davis		Approved	Position # 3 vacant
25		Commissioner Roy Davis		Approved	Leave Position # 3 vacant
26		Fuel Dock Project		Approved	Eliminated concrete structure
27	Wednesday, February 10, 2021		DEQ Tier 1 Report		
28			FEMA Projects Update / Planning & Permitting, Phase I		
29			Fuel Dock Project		
30			2021 Events at the Port		
31			Coronavirus Relief Fund		
32			Righetti / Port Property Line Adjustment		
33			Business Credit Card		
34			Appoint Budget Officer FY 2021/22		
35			Roy Davis Memorial		
36			RV Park Project		
37	Tuesday, February 16, 2021	Appoint Budget Officer FY 2021/22		Approved	
38		2021 Port Events		Approved	Approved with additional conditions
39		RV Park Project		Hold	Request additional information
40		Business Credit Card		Approved	
41		Roy Davis Memorial		Approved	Start memorial fund
42			Special District Election		
43			RV Park Reservation Program		
44			Blue Fin Realty Lease		

2021 Commissioner Meeting Review

#	Meeting Date	Action Item	Information Item	Commission Vote Approve / Fail / Hold	Notes
45	Friday, February 26, 2021	RV Park Restroom Restoration		Approved	Restore old restroom
46		RV Park Project		Approved	Change Scope of Project
47		Eviction of Seal Cove Realty		Approved	Begin legal process
48			Potholes in Dry Camp		Exit road condition
49	Thursday, March 11, 2021		Hallmark Lease Renewal		
50			Audit Engagement Letter		
51			Budget Committee		
52			Pithitude and Harbor Corner Market Security Gate		
53			Whale's Tail Candy & Gifts Lessor's Consent Agreement		
54			DEQ Stormwater Tier 1 Report		
55			RV Park Exit Road		
56			Fishing Pier Sinkholes		
57			Boardwalk Condition Update		
58			Ocean Acidification, Salmon Study & Ropeless Fishing System		
59			Crow/Clay Associates Contract Amendment No. 4		
60			Business Oregon Commercial Rent Relief Program		
61			Abandon & Derelict Vessels		
62			Sheriff K-9 Training at Port		
63			Port Rates 2021-22		
64			Harbor Sanitary District Agreement		
65			Pacific Seafood		
66			FLOATING OFFSHORE WIND IN OREGON		
67	Tuesday, March 16, 2021	Hallmark Lease Renewal		Approved	
68		Audit Engagement Letter		Approved	
69		Appoint Budget Committee		Approved	
70		Pithitude and Harbor Corner Market Security Gate		Approved	
71		Whale's Tail Candy & Gifts Lessor's Consent Agreement		Approved	
72		Crow/Clay & Associates Contract Amendment No. 4		Approved	
73		Port Rates 2021-22		Approved	
74		Harbor Sanitary District Agreement		Approved	
75			Salmon Season Review		
76	Monday, March 29, 2021	Blue Fin Sign		Approved	
77		Zola's on the Water Construction Plan		Approved	
78			Sinkhole Repair at Fishing Pier		
79			Asphalt Repair at RV Park and Fishing Pier		
80			MARPOL Certificate of Adequacy Form C		
81			Seal Cove Realty Eviction		
82	Tuesday, April 6, 2021	Draft Resolution No. 2021-02 Business Oregon Commercial Rent Relief Program		Approved	
83		Draft Resolution No. 2021-03 Supporting Funding Efforts for a Wastewater Treatment Plant		Approved	
84		Draft Resolution No. 2021-04 Port Rates Fiscal Year 2021-22		Approved	
85		Port Employee SDIS Health Care Plan Application Renewal		Approved	
86			Roy Davis Memorial Fund Update		
87			Regular Commissioner Meeting April 20, 2021		
88			Special Meeting April 13, 2021 at 6pm		

2021 Commissioner Meeting Review

#	Meeting Date	Action Item	Information Item	Commission Vote Approve / Fail / Hold	Notes
89			Special Meeting April 29, 2021 at 2pm		
90	Thursday, April 29, 2021		FEMA Projects Planning & Permitting, Phase I Presentation to Board		
91		Pacific Seafood Consent to Assignment		Hold	Documents not ready
92		Pacific Seafood Restated Lease		Hold	Documents not ready
93		Legacy Contracting Change Order No. 2		Approved	
94		Spothaven Beach Equipment		Approved	
95		US Relay Contract - Bar Cam		Approved	
96			Roy Davis Memorial		
97			Travel Oregon Competitive Grant		
98			SDAO Call to Action		
99			Salmon Season Review		
100			Umpqua Joe Chapter 1859 Monument		
101			Hungry Clam Proposed Storage Plan		
102			Business Oregon Commercial Rent Relief Program		
103			Seal Cove Realty Eviction		
104			2022 Community Funding - DeFazio Application		
105			Oregon DEQ Regulation Changes		
106			Fred Meyer Container Storage		
107			Public Hoist		
108			Curry County Potholing Storm Drain		
109			Catalyst Seafood Building Expansion		
110	Thursday, May 6, 2021	Pacific Seafood Consent and Restated Lease		Approved	
111		FEMA Projects Planning & Permitting, Phase I		Approved	Scope of Work
112		Collect Northwest Collection		Approved	
113	Tuesday, May 11, 2021	Review and approved FY2021-22 Budget		Approved	Budget Committee
114	Tuesday, May 18, 2021	ODFW Agreement of Confidentiality		Approved	
115		Oregon Life Homes Commercial Lease		Approved	
116		Delinquent Account Write Off		Approved	
117		OSMB IGA - Demo Abandon Boats		Approved	
118		Roy Davis Memorial		Approved	
119		The Roofers Change Order		Approved	
120			Pacific Seafood Receiving Docks		
121			USACE Channel Dredging 2021		
122			Travel Oregon Grant Application Status		
123			Business Oregon Commercial Rent Relief Program		
124			Emergency Response Team		
125	Thursday, June 10, 2021		Supplemental Budget FY 2020-21, Resolution Adopting the Budget		
126			Resolution to Adopt Fiscal Year Budget 2021-22		
127			Beachfront Dry Camping Area		
128			No Parking Zones		
129			E Clampus Vitus Plaques - Monument Placement on Port Property		
130			Hungry Clam Outdoor Storage Alteration		
131			Crow/Clay RV Park Draft Construction Drawings		
132			Joint Permit Applicant - FEMA DR-4432 & DR-4452 Projects		

2021 Commissioner Meeting Review

#	Meeting Date	Action Item	Information Item	Commission Vote Approve / Fail / Hold	Notes
133			FEMA DR-4432 & DR-4452 Scope of Work		
134			Moss in Slips		
135			Brookings-Harbor Chamber of Commerce Membership Renewal		
136			Becky Hannen Payment Relief Request		
137			Transient Dock Electrical Building		
138			USACE Maintenance Dredging FY-22 Budget Request		
139			IT Security Policy		
140			Aboveground Fuel Tank Capacity Change		
141			Repair, Maintenance & Capital Projects Planning		
142			Security Camera Proposal		
143			Crown Plumbing Change Order		
144			Delinquent Account Receivable Write Off		
145			May 2021 Financial Report		
146	Tuesday, June 15, 2021	Supplemental Budget Hearing - FY 2020-21		Approved	
147	Tuesday, June 15, 2021	Budget Hearing - FY 2021-22		Approved	
148	Tuesday, June 15, 2021	Supplemental Budget FY 2020-21, Resolution Adopting the Budget		Approved	
149		Resolution to Adopt Fiscal Year Budget 2021-22		Approved	
150		Beachfront Dry Camping Area		Approved	Install blocks for separation
151		No Parking Zones		Approved	Install signs, paint curbs, etc.
152		E Clampus Vitus Plaques – Monument Placement on Port Property		Approved	Placement along beach walkway
153		Hungry Clam Outdoor Storage Alteration		Approved	
154		Crow/Clay RV Park Draft Construction Drawings		Approved	
155		Brookings-Harbor Chamber of Commerce Membership Renewal		Approved	
156		IT Security Policy		Approved	
157		Aboveground Fuel Tank Capacity Change		Approved	
158		Crown Plumbing Change Order		Approved	
159		Delinquent Account Receivable Write Off		Approved	All accounts going to collections
160	Thursday, July 15, 2021		Best Management Practices Policy Update		
161			Beachfront RV Park Rules & Information Update		
162			Catalyst Seafood Building Addition		
163			Port Security Contract		
164			Boat Launch Parking Lot Signage		
165			Traffic & Parking at Zola's on the Water		
166			Fire Hydrant at Basin 2 Commercial Parking Lot		
167			Joint Permit Application Update		
168			Catalyst Seafood Event		
169			Roy Davis Memorial Bench Location		
170			Delinquent Account Write Off Request		
171			Curry County Land Use Application – RV Park Project		
172			J Sloane Request for Air Conditioning		
173			Accessible Parking Spaces		
174			Blue Fin Lease Building Roof and Rot Repair		
175			SDAO Board of Directors and Management Staff Training		
176			Wastewater Treatment Plant Funding Update		

2021 Commissioner Meeting Review

#	Meeting Date	Action Item	Information Item	Commission Vote Approve / Fail / Hold	Notes
177	Tuesday, July 20, 2021	Resolution 2021-07 Adopting IT Security Policy		Approved	
178		Best Management Practices Policy Update		Approved	
179		Beachfront RV Park Policy Update		Approved	
180		Catalyst Seafood Building Addition		Approved	
181		Authorized Bank Signatures		Approved	
182		Boat Launch Parking Signage		Approved	
183		Traffic & Parking at Zola's on the Water		Hold	
184		Fire Hydrant at Basin 2 Commercial Parking Lot		Approved	
185		Roy Davis Memorial Bench Location		Approved	
186		Delinquent Account Write Off Request		Approved	
187		Curry County Land Use Application – RV Park Project		Approved	
188		Whale's Tail Candy & Gifts/Becky Hannen Collections Settlement Offer		Approved	Board did not accpet offer
189		CBN Visitor Center/Barbara Ciaramella Collections Decision		Approved	Accept payment and continue with collections
190	Tuesday, August 3, 2021	Sea Otter Coalition Letter		Approved	
191	Tuesday, August 17, 2021	Rotary Beach Bingo Cleanup		Approved	
192		Resolution 2021-08 Best Management Practices Policy		Approved	
193		Bounder Fresh Crab Lease Renewal		Approved	
194		Pithitude Lease Renewal		Approved	
195		Aboveground Fuel Tank Pollution Insurance Renewal		Approved	
196		Gear Storage / Boat Storage Relocation		Approved	
197		Heat Illness Prevention Plan		Approved	
198		Congressman DeFazio Visit to the Port		Approved	
199		Regular Meetings of the Commission Change		Approved	
200			Coos Curry Electric Service Repairs		
201			Zola's on the Water Traffic and Parking Plan		
202			Pacific Seafood Housing on Port Property Request		
203			Wastewater Treatment Plant Funding		
204					
205					
206					
207					
208					
209					
210					
211					
212					
213					
214					
215					
216					

ACTION ITEM – A

DATE: September 21, 2021
RE: Resolution 2021-09 Adopting Changing Regular Meetings of the Commission
TO: Honorable Board President and District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Board approved changing the regular commission meeting schedule for date and time during the August 17, 2021 Regular Commissioner Meeting.
- This resolution will memorialize the approval.
- Port legal counsel reviewed the resolution.

DOCUMENTS

- Draft Resolution 2021-09 Adopting Changing Regular Meetings of the Commission, 1 page

COMMISSIONERS ACTIONS

- **Recommended Motion:**
Motion to approve draft Resolution No. 2021-09 Adopting Changing Regular Meetings of the Commission.

**PORT OF BROOKINGS HARBOR
RESOLUTION NO. 2021-09**

**A RESOLUTION ADOPTING CHANGING REGULAR MEETINGS OF THE
COMMISSION**

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

WHEREAS, the Board of Commissioners unanimously approved changing the regular meeting date and time on August 17, 2021 during the regular commissioner meeting; and

WHEREAS, the new meeting date will be every third Wednesday at 2:00pm of each month to facilitate staff and legal counsel schedules.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Port of Brookings Harbor, Curry County, Oregon as follows:

1. The Port of Brookings Harbor Board of Commissioners regular board meetings will be held every third Wednesday at 2:00pm each month starting October 20, 2021.
2. Staff is directed to update adopted Bylaws for the Port of Brookings Harbor Board of Commissioners Part V, Section 27, D. Regular Meetings with the new schedule.

APPROVED AND ADOPTED and made effective the same day by the Board of Harbor Commissioners of the Port of Brookings Harbor this 21th day of September, 2021.

ATTEST:

Richard Heap, President

Sharon Hartung, Secretary/Treasurer

ACTION ITEM – B

DATE: September 21, 2021
RE: Authorizing Port Manager to Sign Renewal Documents
TO: Honorable Board President and District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Occasionally situations arise when insurances, memberships, licenses, etc. renewals are needed to be completed and signed prior to deadlines where scheduling board meetings for approval becomes problematic. For non-controversial renewals of a routine nature, the Port Manager could be authorized to sign those renewals.
- Port Manager would then validate the signing at the next regular commissioner meeting.
- Port legal counsel reviewed the draft resolution.

DOCUMENTS

- Draft Resolution No. 2021-10 Authorizing Port Manager to Sign Renewal Documents, 1 page

COMMISSIONERS ACTIONS

- **Recommended Motion:**
Motion to approve draft Resolution No. 2021-10 Authorizing Port Manager to Sign Renewal Documents.

**PORT OF BROOKINGS HARBOR
RESOLUTION NO. 2021-10**

**A RESOLUTION AUTHORIZING PORT MANAGER TO SIGN RENEWAL
DOCUMENTS**

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

WHEREAS, the Board of Commissioners recognizes under certain situations Port management may need to complete and sign renewal documents prior to deadlines to avoiding lapse of coverage; and

WHEREAS, the Board of Commissioners authorizes the Port Manager to sign renewal documents as needed on non-controversial renewals of a routine nature; and

WHEREAS, at the next regular commission meeting the Board would take action to ratify the renewal document.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Port of Brookings Harbor, Curry County, Oregon as follows:

1. The Port of Brookings Harbor Board of Commissioners authorizes the Port Manger to sign renewal documents to avoid lapse of coverage or non-controversial renewals.
2. At the next regular scheduled commission meeting, the Board will act to ratify the document.

APPROVED AND ADOPTED and made effective the same day by the Board of Harbor Commissioners of the Port of Brookings Harbor this 21st day of September, 2021.

ATTEST:

Richard Heap, President

Sharon Hartung, Secretary/Treasurer

ACTION ITEM – C

DATE: September 21, 2021
RE: Contract Approval for New Fire Hydrant
TO: Honorable Board President and District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- The Port solicited an RFP for contractors to install a new fire hydrant at Basin 2.
- The contractor will be responsible for the all the work associated with the installation including all necessary permitting crossing Lower Harbor Road.
- Port received one proposal prior to the deadline.
- Port legal counsel reviewed the draft public improvement contract.

DOCUMENTS

- Request For Proposal package, 11 pages
- McLennan Excavation, Inc. Proposal, 13 pages
- Draft Public Improvement Contract with McLennan Excavation Inc., 7 pages

COMMISSIONERS ACTIONS

- **Recommended Motion:**
Motion to approve draft Public Improvement Contract with McLennan Excavation, Inc. for the installation of a new fire hydrant at Basin 2.



REQUEST FOR PROPOSALS

INSTALLATION FOR NEW FIRE HYDRANT AT BASIN 2

DATE:

AUGUST 20, 2021

Port of Brookings Harbor
P.O. Box 848
Brookings, Oregon 97415

Table of Contents

Section 1 – Invitation.....i

Section 2 – Scope of Work..... ii

Attachments:

A. Sample Public Improvement Contract Agreement



Port of Brookings Harbor

16330 Lower Harbor Road / PO Box 848
Brookings, Oregon 97415
Phone (541) 469-2218
Fax (541) 359-3999
www.portofbrookingsharbor.com

Board of Commissioners

Richard Heap, President
Joseph Speirs, Vice-President
Sharon Hartung, Secretary/Treasurer
Kenneth Range
Larry Jonas

REQUEST FOR PROPOSALS

INSTALLATION FOR NEW FIRE HYDRANT AT BASIN 2

PROPOSALS DUE BY 2:00 P.M., SEPTEMBER 8, 2021

The Port of Brookings Harbor (Port) is issuing a Request for Proposals (RFP) from qualified contractors (Proposer) for the installation of a new fire hydrant located on the eastside of Basin 2. To be considered, interested parties must submit their Proposals in accordance with the requirements set forth in the RFP.

The RFP will be used to select the Proposer to complete installation of a new fire hydrant at Basin 2 which generally includes and at the same time are not limited to the following: Permitting, purchasing materials from recommended supplied list, traffic control, hot-tap to existing Harbor Water District waterline, excavation, backfill, mechanical and restoration work. All work to be completed per Curry County Road Department and Harbor Water District requirements.

Responses to this RFP will be reviewed and ranked according to the lowest proposal. The Proposer with the lowest proposal will be the firm selected for contract negotiations per the sample public improvement contract agreement.

The Request for Proposals can be downloaded from the Port website at <https://www.portofbrookingsharbor.com> or a printed copy can be obtained at the address listed below, or by contacting Gary Dehlinger, Port Manager at 541-469-2218, Ext 406, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. For questions or clarifications regarding this RFP contact Travis Webster, Harbormaster, at 541-291-7380 or email at travis@portofbrookingsharbor.com.

There will be no pre-proposal meeting for this RFP.

Proposals shall be submitted in sealed envelopes and received at the Port of Brookings Harbor Port Office, no later than 2:00 p.m. PST, September 8, 2021, addressed to the attention of Gary Dehlinger, P.O. Box 848, Brookings, Oregon, 97415 or hand-delivered to 16330 Lower Harbor Road, Brookings, Oregon 97415. The outside of the envelope shall plainly identify the Project: "INSTALLATION FOR NEW FIRE HYDRANT AT BASIN 2" along with the name and address of the Proposer. Faxed or electronic (e-mail) responses will not be accepted. Responses received after the designated closing date and time will not be opened or reviewed.

The Port may reject any response not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all responses in whole or in part when the cancellation or rejection is in the best interest of the Port, and at no cost to the Port. The Port reserves the right to waive or reject any or all proposals and reserves the right to negotiate with any terms with any selected proposer.

Dated August 20, 2021

Gary Dehlinger, Port Manager

Publish Dates: Curry Coastal Pilot, August 27, September 3

Port of Brookings Harbor

New Fire Hydrant at Basin 2 Eastside

SECTION 2 – SCOPE OF WORK

Scope of Work:

Install new fire hydrant at Basin 2. Hot tap to existing Harbor Water District main waterline on Lower Harbor Road per Harbor Water District specifications. Cross Lower Harbor Road following Curry County Road Department specifications with traffic control. Excavate through existing landscape island, install piping, fire hydrant and backfill trench per agencies specifications.



Recommended material list:

Qty	UoM	Description
1	EA	8"x6" SST Tapping Sleeve Stainless Steel 9.60 x 6" DI Flange with SBR Gasket 9.20 - 9.60 Romac
2	EA	6" MJ x FLG Resilient Seat Gate Valve, C509 Ductile Iron Full Body, Less MJ Accessories
1	EA	6" 1/8" Full Face Red Rubber, Gasket, 150#
2	EA	6" Plated Bolt & Nut Kit, A307 Grade A, (8ea 3/4" x 3-1/4" Bolt with Nut) Import
100	FT	6" CL235 DR18 C900 Gasketed PVC Pipe 20' Length
1	EA	3'-6" Bury, 6" MJ Base Waterous Pacer WB67-250 Fire Hydrant, 5-1/4" MVO, 10" Traffic Section, 4.5" NST PN, 1-12" Ponol, Yellow, Less MJ ACC
1	EA	6" MJ x FL Tee DI, AWWA C153, C/L Less Accessories (68 LBS)
4	EA	6" Wedge Action MJ Accessory Kit for IPS/C-900 PVC Pipe w/bolts, Wedge Action Gland & Gasket (Boxed with Red Lettering)
1	EA	6" MJ Plug DI, SSB, AWWA C153, Less Accessories (18 LBS) Domestic
1	EA	6" Gasket and T-Bolt Set for C153 MJ Fitting

Note: There are no project plans or designs for this installation. Contractor is responsible for permitting with County and other agencies as needed. Notify (811) Digalert prior to any excavations. Expect other utilities in the area. To accurately bid any project, it is necessary for the contractor to perform their own materials and quantities take-off.

**PORT OF BROOKINGS HARBOR
SAMPLE PUBLIC IMPROVEMENT CONTRACT AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of _____ 2021, by and between the Port of Brookings Harbor, an Oregon special district, hereinafter referred to as "POBH" and _____, an Oregon Limited Liability Company, hereinafter referred to as "Contractor", duly authorized to perform such services in Oregon.

WHEREAS, the POBH requires construction and related services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, the POBH solicited bids by website and newspaper for ___ days and received ___ bids with Contractor being the lowest responsible bidder.

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

- 1.0. Scope of Work.** Contractor will perform the following scope of work under this Agreement;
- Purchase materials needed to install new fire hydrant on Port property;
 - Acquire necessary permits from Curry County Road Department or other agencies for crossing Lower Harbor Road;
 - Schedule and perform hot-tap work with Harbor Water District;
 - Schedule and perform all necessary work involved for the installation of a new fire hydrant on Port property (Basin 2 eastside).
- 2.0. Compensation & Billing.**
- 2.01. Invoicing.** Contractor must submit monthly invoices based on work completed. POBH will pay Contractor within 30 days of receipt of invoice. If there is a dispute as to one or more line items on the invoice, POBH will pay the undisputed portion within 30 days of receipt. The parties will exercise good faith and diligence in the resolution of any disputed invoice amounts and POBH will pay promptly upon resolution of the dispute.
- 3.0. Effective Date and Duration.** This Agreement will become effective upon its execution, the submission of certificates of insurance to POBH and the issuance of a notice to proceed by the POBH. This Agreement will expire upon conclusion of project unless otherwise terminated or extended.
- 4.0. Schedule for Performance.** Contractor shall complete the Scope of Work within 30 days of issuance of the notice to proceed, subjected to change with Port approval.
- 5.0. Prevailing Wage.** If the Project cost exceeds \$50,000 and this Agreement is not otherwise exempt, workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. The applicable prevailing wage rates may be accessed via the internet at: <https://www.oregon.gov/BOLI/WHD/PWR/Pages/index.aspx>. Hard copies of the prevailing wage rates publication may be obtained by contacting the Oregon Bureau of Labor and Industries via telephone at: (971) 673-0839. If this Project is subject to the Davis-Bacon Act and the state prevailing rate of wage is

higher than the federal prevailing rate of wage, the Contractor and every subcontractor on the Project must pay at least the state prevailing rate of wage as determined under ORS 279C.815.

6.0. Public Works Bond. The Contractor must have a public works bond filed with the Oregon Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

7.0. Licensing and Certification. Contractor is required to maintain, at its own expense, all license and certifications required by the State of Oregon to perform services under this Agreement.

8.0. Status of Contractor as Independent Contractor. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and will be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of the POBH, is not entitled to benefits of any kind to which an employee of the POBH is entitled and is solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of the POBH for any purpose, the POBH will be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from the POBH or third party) as a result of said finding and to the full extent of any payments that the POBH is required to make (to Contractor or to a third party) as a result of said finding.

9.0. Compliance with Public Contract Laws. Contractor will observe all applicable state and local laws pertaining to public contracts. ORS Chapter 279 requires every public contract to contain certain provisions. Pursuant to ORS 279, the following provisions are part of this contract, as applicable, including without limitation the following:

9.01. Compliance with Tax Laws. Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Agreement. Contractor understands that Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before execution of this Agreement or during the term of this Agreement is a default for which POBH may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

9.02. Compliance with Payment Provisions. Contractor is required to:

- (a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Agreement.
- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

9.03. Compliance with Wage and Hour Laws. ORS 279C.520 is hereby incorporated by reference as though set forth in full. Contractor agrees to abide by ORS 279C.520, as applicable.

9.04. Payment for Medical Care / Workers Compensation. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

9.05. Environmental Laws. As provided by ORS 279C.525, all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this Agreement are by reference incorporated herein to the same force and effect as if set forth herein in full.

9.06. Other Applicable Laws. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this contract shall be considered included by these references.

10.0. Drug Testing Program. ORS 279C.505 requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. The Contractor demonstrates that a drug-testing program is in place by signing of this Agreement. The drug testing program will apply to all employees and will be maintained for the duration of the Agreement. Failure to maintain a program constitutes a material breach of contract.

11.0. Salvage, Composting or Mulching. If this Agreement is for demolition work, Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. If this is a contract for lawn and landscape maintenance, Contractor must compost or mulch yard waste material at an approved site, if feasible and cost-effective.

12.0. Termination for Convenience.

12.01. This Agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties and for the following reasons:

- (1) If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or
- (2) If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

12.02. Payment of Contractor will be as provided by ORS 279C.660 and will be prorated to and include the day of termination and will be in full satisfaction of all claims by Contractor against POBH under this Agreement.

12.03. Termination under any provision of this paragraph will not affect any right, obligation, or liability of Contractor or the POBH which accrued prior to such termination.

13.0. Cancellation with Cause.

13.01. The POBH may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by the POBH, under any of the following conditions:

- (1) If Contractor disregards applicable laws and regulations pertaining to the performance of the work;
- (2) If POBH funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services this Agreement may be modified to accommodate a reduction in funds;
- (3) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement;
- (4) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed; or
- (5) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

13.02. The POBH, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- (1) If Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
- (2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the POBH, fails to correct such failures within ten (10) days or such other period as the POBH may specify.

13.04. The rights and remedies of the POBH provided herein related to defaults (including breach of contract) by Contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

13.05. If the POBH terminates this Agreement under paragraph 13.01 or 13.02, Contractor will be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there is to be deducted from such amount the amount of damages, if any, sustained by the POBH due to breach of contract by Contractor.

Damages for breach of contract will be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

14.0. Access to Records. Contractor will grant the POBH access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

15.0. Assignment & Delegation. This Agreement, and all of the covenants and conditions hereof, will inure to the benefit of and be binding upon the POBH and the Contractor respectively and their legal representatives. Contractor may not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of the POBH, and any assignment or delegation in violation hereof will be void.

16.0. Force Majeure. Neither the POBH nor Contractor will be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or suppliers due to such cause; provided that the party so disabled must within ten (10) days from the beginning of such delay, notify the other party in writing of the causes of delay and its probable extent. Such notification may not be the basis for a claim for additional compensation. Each party must, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.

17.0. Nonwaiver. The failure of the POBH to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder may not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

18.0. Warranties. All work must be guaranteed by the Contractor for a period of one year after the date of final acceptance of the work by the POBH, except that manufacturers' warranties and extended manufacturer warranties shall not be abridged. Contractor warrants that all practices and procedures, workmanship, and materials will be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore will act to relieve Contractor from liability under warranties contained in or implied by this Agreement. Contractor also warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by the POBH will not operate as a waiver or release.

19.0. Attorney's Fees. In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the prevailing party will be entitled to an award of reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

20.0. Governing Law. The provisions of this Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Curry County or the U. S. District Court in Medford.

21.0. Indemnification. Contractor agrees to indemnify, defend and hold harmless the POBH and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands (including reasonable attorney's fees and costs of suit) attributable in whole or in part to the acts or omissions of Contractor, and Contractor's officers, agents and employees, in performance of this contract.

22.0. Insurance. Contractor and its subcontractors must maintain insurance acceptable to the POBH in full force and effect throughout the term of this Agreement. Such insurance must cover all risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance must include provisions that such insurance is primary insurance with respect to the interests of the POBH and that any other insurance maintained by the POBH is excess and not contributory insurance with the insurance required hereunder. The policy or policies of insurance maintained by the Contractor and its subcontractors must provide at least the following limits and coverages:

- (a) **Coverages:** Contractor and its subcontractors must, at Contractor's expense, maintain during the term of this Agreement, the following insurance policy types with the following minimum coverage limits:

Commercial General Liability Insurance	\$1,000,000.00 Each Occurrence Limit \$2,000,000.00 General Aggregate
Workers Compensation	Per Oregon Law (ORS 656.017)
Employer's Liability	\$500,000 per accident
Comprehensive Automobile Liability Insurance	\$ 1,000,000.00 Each Occurrence CSL \$ 2,000,000.00 Aggregate BI/PD (including coverage for all owned, hired and non-owned vehicles)

- (b) **Certificates of Insurance:** As evidence of the insurance coverage required by the contract, Contractor must furnish a Certificate of Insurance to the POBH prior to the commencement of work. The certificate must specify and document all of the required insurance provisions within this Agreement.
- (c) **Primary Coverage Clarification:** All parties to this Agreement hereby agree that Contractor's coverage will be primary in the event of a loss.
- (d) **Effect of Insurance:** The procuring of such required insurance may not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor will be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

24.0. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills and payments must be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

<p>If to Port of Brookings Harbor: Port of Brookings Harbor Attn: Port Manager PO Box 848 16330 Lower Harbor Rd Brookings, OR 97415</p>	<p>If to Contractor:</p>
---	---------------------------------

58

and when so addressed, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments will be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

25.0. Hazardous Waste. If, as a result of performance of this Agreement, Contractor generates any hazardous wastes, Contractor will be responsible for disposal of any such hazardous wastes in compliance with all applicable federal and state requirements. Contractor must provide the POBH with documentation, including all required manifests, demonstrating proper transportation and disposal of any such hazardous wastes. Contractor agrees to defend, indemnify, and hold harmless the POBH for any disposal or storage of hazardous wastes generated pursuant to this Agreement and any releases or discharges of hazardous materials.

26.0. Severability. In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect and will in no way be affected or invalidated thereby.

27.0. Complete Agreement. This Agreement and the attached exhibits constitute the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

28.0. Waiver and Amendment. No waiver, consent, modification, or change of terms of this Agreement may bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, will be effective only in specific instances and for the specific purpose given.

29.0. Acknowledgment. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date herein above first written.

**PORT OF BROOKINGS HARBOR
BOARD OF COMMISSIONERS**

By: _____

CONTRACTOR:

By: _____

Name:

Its:

MCLENNAN EXCAVATION, INC.

PO BOX 6837 • BROOKINGS, OR • 97415
PHONE: 541-373-0690 OR 541-412-0106 • FAX: 541-469-3949
OREGON CCB # 195758* CALIFORNIA CSLB #982104

LETTER OF TRANSMITTAL

September 8, 2021

Port of Brookings Harbor
PO Box 848
Brookings, Oregon 97415

RE: Port of Brookings Harbor – Installation for New Fire Hydrant at Basin 2

Dear Board of Directors:

McLennan Excavation Inc is a local excavation and general contractor that was established in 2011 by Casey and Erin McLennan. The McLennan's have been working in excavation services for over 20 years starting from a small single man crew and growing to a company with 15 to 20 employees. We do small jobs to multi-million dollar municipal jobs. Our company provides excavation, trucking, road building, subdivisions, pipe laying, deep trenches, underground utilities, rock products of all sizes and concrete work for commercial and residential projects. We have many years experience with paving as well and now have our own paving equipment. We serve businesses, government agencies, homeowners and all individuals needing our services. We are a medium size business treating our customers as if they are our sole responsibility and not one of many minor jobs. We are a successful corporation that treats all customers as a top priority. Our goal is to grow and change with our community. We provide living wage jobs to employees and contributing to our coastal cities.

Our team is a mix of professionals with over 20 years experience. We have 3 crews running projects that are diverse enough to meet all the needs of the customer at each job. For this project the individuals in charge will be:

The Responsible Managing Individual (RMI) for McLennan Excavation, Inc. is as follows:

Casey M. McLennan, President and Licensed Contractor since 2011

17990 Gardner Ridge Road, Brookings, OR 97415

Cell: 541-661-0452 Office 541-412-0106

Email: Casey@pipeandrock.com

The Second in Command on our jobs for McLennan Excavation, Inc. is as follows:

Michael Parke, Job Forman since 2012

98109 N. Bank Chetco River Road, Brookings, OR 97415

Office 541-412-0106

Business Office and Contact information:

Attention: Julie Melka, Controller and Executive Manager
98109 North Bank Chetco River Road, Brookings, Oregon 97415
Office 541-412-0106
Email: Julie@pipeandrock.com

The description of work we will be providing for this project is as follows:

1. Purchase materials needed to install new fire hydrant on Port property
2. Acquire necessary permits from Curry County Road Department or other agencies for crossing Lower Harbor Road
3. Schedule and perform hot-tap work with Harbor Water District
4. Schedule and perform all necessary work involved for the installation of a new fire hydrant on Port property (Basin 2 eastside)

Scheduling for this project would be :

Anticipated start date: within 30 days of notice to proceed being issued
Anticipated completion Date within 10 days after notice to proceed

Attached to this Transmittal letter are the following items:

1. Lump sum bid
2. Recent Jobs Narrative
3. ODOT 2020/2022 Prequalification Letter
4. Oregon Contractors License
5. City of Brookings Business License
6. Curry County Business License
7. Drug Program Certification
8. Certificate of Insurance Policy Coverages and Bonds (2 pages)

Thank you for your consideration.



Casey M. McLennan
McLennan Excavation Inc.

MCLENNAN EXCAVATION, INC.

PO BOX 6837 • BROOKINGS, OR • 97415

PHONE: 541-373-0690 OR 541-412-0106 • FAX: 541-469-3949
OREGON CCB # 195758* CALIFORNIA CSLB #982104

Port of Brookings Harbor Installation for New Fire Hydrant at Basin 2

McLennan Excavations Inc. hereby bids: \$29,935.68

(Written:) Twenty-nine thousand nine hundred thirty-five dollars and sixty-eight cents

Thank you for your consideration.



Casey M. McLennan

President

McLennan Excavation Inc.

MCLENNAN EXCAVATION, INC.

98109 N BANK CHETCO RIVER ROAD • PO BOX 6837
• BROOKINGS, OR • 97415
PHONE: 541-412-0106 • FAX: 541-469-3949
OREGON CCB# 195758 • CALIFORNIA CSLB #982104

Recent Jobs Narrative

1. Curry County Roads Department – Brookings, Oregon
 - Gardner Ridge Slide Repair
 - Project start date December 2020 and Project end date March 2021
 - Contract amount \$636,900.00
2. Tolowa DeeNi Nation – Smith River, California
 - Site work and utilities for new government services building parking lot
 - Project start date January 2021 and Project end date April 2021
 - Contract amount \$463,343.00
3. Richard Garcia, Brookings, Oregon
 - Gabion Basket Retaining Wall
 - Project start date January 2021 and Project end date March 2021
 - Contract amount \$65,482.00
4. Tolowa DeeNi Nation – Smith River, California
 - Site work and utilities for new government services building
 - Project start date October 2020 and Project end date December 2020
 - Contract amount \$155,450.00
5. Big Rock Community Services District Hillside Stabilization Project, Hiouchi, California
 - Site work and Irrigation work
 - Project start date September 2020 and Project end date November 2020
 - Contract amount \$44,938.00
6. Port of Brookings Harbor – Harbor, Oregon
 - Demolition of Buildings, Site work and parking lot
 - Project start date September 2020 and Project end date October 2020
 - Contract amount \$92,516.00
7. Elk Valley Rancheria/ Hemmingson Contracting, Crescent City, California
 - Water and Drainage for Site work on new development
 - Project start date October 2020 and Project end date December 2020
 - Contract amount \$1.9 million
8. Sebastian Shores HOA, Gold Beach, Oregon
 - Hillside Stabilization Project
 - Project start date September 2020 and Project end date October 2020
 - Contract amount \$84,713.00
9. Donn Comte – Brookings, Oregon
 - Sistern Repair and Water Tank Replacement
 - Project start date August 2020 and Project end date October 2020
 - Contract Amount \$24,524.00
10. Kaloa Golf Course Subdivision, Gold Beach, Oregon
 - Sewer, water and utilities line installation for phase 1 subdivision work
 - Project start date July 2020 and Project end date November 2020
 - Contract amount \$85,282.00

11. John Hendy -- Brookings, Oregon
 - Home Site Prep work
 - Project start date June 2020 and Project end date August 2020
 - Contract Amount \$19,017.00
12. Lance Kessler -- Brookings, Oregon
 - Home Site Utilities work
 - Project start date March 2020 and Project end date May 2020
 - Contract Amount \$23,620.00
13. Harbor Sanitation District 2019 Line Replacement Project -- Brookings, Oregon
 - Replacement of Sewer lines and Manholes
 - Project start date March 2020 and Project end date June 2020
 - Contract Amount \$442,800.00
14. City of Brookings -- Brookings,, Oregon
 - Reservoir Seismic Retrofit
 - Project start date September 2019 and Project end date May 2020
 - Contract amount \$750,506.00
15. John Mann Home Site work, Brookings, Oregon
 - Homesite driveway, walks and roadway
 - Project start date May 2020 and Project end date July 2020
 - Contract amount \$41,443.00
16. Marty Warmoth Retaining Wall -- Brookings, Oregon
 - Hillside Stabilization N. Bank Chetco River Road Project
 - Project start date September 2019 and Project end date September 2019
 - Contract amount \$30,000.00
17. Curry County Roads Department -- Brookings, Oregon
 - Culvert Replacement N. Bank Chetco River Road
 - Project start date September 2019 and Project end date September 2019
 - Contract amount \$8,000.00
18. Lawrence Lane Road Association -- Brookings, Oregon
 - Stream overflow Clean up and stabilization
 - Project start date July 2019 and Project end date July 2019
 - Contract amount \$8,000.00
19. Sean Lyell -- RV Park, Harbor, Oregon
 - RV Park, Streets, Sidewalks, Home pads, Utilities Trenching (two phases)
 - Project start date June 2019 and Project end date February 15, 2020
 - Contract amount \$52,194.00
20. Sage Bruce Homesite on Homestead Road, Brookings, Oregon
 - Excavation, Grading, , driveway for homesite and utilities
 - Project start date June 2019 and Project end date projected for June 2019
 - Contract amount \$11,678.00
21. John & Carolyn Dukes -- Brookings, Oregon
 - Patios, Walkways, Driveway, Hillside Stabilization
 - Project start date January 2019 and Project end date December 2019
 - Contract amount \$40,000.00
22. Curry County Roads Department -- Brookings, Oregon
 - Gardner Ridge Slide Repair
 - Project start date April 2019 and Project end date April 2019
 - Contract amount \$24,000.00

23. City of Brookings – Brookings, Oregon
 - Sink Hole/Storm Line repair – Fifefield Road
 - Project start date January 2019 and Project end date January 2019
 - Contract amount \$17,000.00
24. Wally Roth Winchuck Storage Units, Brookings, Oregon
 - Excavation, Grading, Monolithic Foundation and building erection work
 - Project start date January 2019 and Project end date May 2019
 - Contract amount \$95,034.00
25. Big Rock Community Services District Hillside Stabilization Project, Hiouchi, California
 - Replacement of old redwood water tank for community with new bigger metal tank, stabilization of hillside, erection of antenna tower for company
 - Project start date September 2018 and Project end date July 2019
 - Contract amount \$1.9 million
26. Stan Richardson Homesite on Marine Drive, Brookings, Oregon
 - Excavation, Grading, retaining wall, driveway for homesite and utilities
 - Project start date July 2018 and Project end date March 2020
 - Contract amount \$64,510.00
27. McDonald, Brookings, Oregon
 - Shoring and hillside stabilization wall behind, vault, culvert, drive-thru construction – with asphalt, curb and patios
 - Project start date September 2018 and Project end date November 2018
 - Contract amount \$425,155.00
28. Lloyd Whaley Retaining Wall – Dawson Tract
 - Gabion Basket Retaining Wall
 - Project start date August 2018 and Project end date August 2018
 - Contract amount \$118,000
29. Jeff Duane – Stream Simulation Project, Brookings, Oregon
 - Create Stream Simulation on Site
 - Project start date June 2018 and Project end date July 2018
 - Contract amount \$12,047.57
30. Oregon Department of Transportation, Brookings, Oregon
 - Replacement of Culverts at MP 310 and 314
 - Project start date October 2018 and Project end date November 2018
 - Contract amount \$43,780.00
31. South Coast Mill, Brookings, Oregon (2 projects)
 - Monolithic Foundations work
 - Project start date November 2018 and Project end date November 2018
 - Project start date April 2018 and Project end date May 2018
 - Contract amounts \$10,091.65 and \$21,340.08
32. Driftwood RV Park, Brookings, Oregon
 - Sewer and Water line repairs
 - Project start date June 2018 and Project end date June 2018
 - Contract amount \$4,025.25
33. Jerry Norman, Brookings, Oregon
 - Excavation, Grading, Monolithic Foundation for home site
 - Project start date June 2018 and Project end date June 2018
 - Contract amount \$25,526.17



Oregon

Kate Brown, Governor

Department of Transportation
ODOT Procurement Office - Construction
3930 Fairview Industrial Drive SE, MS#2-2
Salem OR, 97302-1122
Phone: (503) 986-2710

December 18, 2020

MCLENNAN EXCAVATION INC
CASEY MCLENNAN
PO BOX 6837
BROOKINGS, OR 97415

Your prequalification application has been approved. This prequalification pertains only to the submission of bid proposals and does not cover your financial ability.

Your bids will be considered responsive on ODOT projects on or after: January 01, 2021

Your prequalification application is valid through: December 31, 2022

Your vendor number is: CV21000504

Work Classifications:

(AB)-AGGREGATE BASE

(ACP)-ASPHALT CONCRETE PAVING AND OILING

(LS)-LANDSCAPING

(PAVE)-PAVEMENT MARKINGS

(SIGN)-SIGNING (PERMANENT)

(AC)-ROCK PRODUCTION

(EART)-EARTHWORK AND DRAINAGE

(MHA)-MISC. HIGHWAY APPURTENANCES

(REIN)-BRIDGES AND STRUCTURES

(TTC)-TEMPORARY TRAFFIC CONTROL

Applicants must update their prequalification application with ODOT when information changes. An addendum change form and instructions are available on our Bid and Award Information website at:

https://www.oregon.gov/ODOT/Business/Procurement/Pages/Bid_Award.aspx

This prequalification application covers Oregon Department of Transportation projects that are advertised on the ODOT Procurement Office - Construction Contract Unit website:

<https://www.oregon.gov/ODOT/Business/Procurement/Pages/NTC.aspx>

This prequalification application does not cover Oregon Department of Transportation projects advertised in ORPIN (Oregon Procurement Information Network) which may be posted on our website.

ODOT eBIDS provides free downloading of plans and specifications and related bid documents. You will need to self register as a holder of bidding plans in order for your bid to be responsive for each project for which you submit a bid.

<https://ecm.odot.state.or.us/cf/EBIDS/>

If you wish to appeal any of the conditions of this prequalification you must notify this office in writing in accordance with ORS 279C.445 and ORS 279C.450 within three business days after receipt of this notice.

Carolee Will

Oregon Department of Transportation
Procurement Office - Construction Contracts Unit, MS# 2-2
3930 Fairview Industrial Drive SE
Phone: 503-986-2710 Fax: 503-986-6910
ODOTProcurementOfficeConstruction@odot.state.or.us

MCLENNAN EXCAVATION INC
PO BOX 6837
BROOKINGS OR 97415

CCB LICENSE 195758

RESIDENTIAL BOND: \$20,000
COMMERCIAL BOND: \$20,000
INSURANCE: \$1,000,000 / \$2,000,000
INDEP. CONT. STATUS: NONEXEMPT
RMI: CASEY MAGNUS MCLENNAN
HOME INSPECTOR CERTIFIED: NO

CONSTRUCTION CONTRACTORS BOARD

LICENSE NUMBER: 195758
EXPIRATION DATE: 01/06/2022
ENTITY TYPE: Corporation
ENDORSEMENT(S): Residential General Contractor and a
Commercial General Contractor Level 2
MCLENNAN EXCAVATION INC
PO BOX 6837
BROOKINGS OR 97415

← ← ← ← ←
POCKET CARD
← ← ← ← ←

*fold and detach
along
perforation*

↓ ↓ ↓ ↓ ↓
LICENSE CARD
↓ ↓ ↓ ↓ ↓

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

LICENSE NUMBER: 195758

This document certifies that:

MCLENNAN EXCAVATION INC
PO BOX 6837
BROOKINGS OR 97415

is licensed in accordance with Oregon Law as a Residential General Contractor and a Commercial General Contractor Level 2.

License Details:

EXPIRATION DATE: 01/06/2022
ENTITY TYPE: Corporation
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: \$20,000
COMMERCIAL BOND: \$20,000
INSURANCE: \$1,000,000 / \$2,000,000
RMI: CASEY MAGNUS MCLENNAN
HOME INSPECTOR CERTIFIED: NO

The City of Brookings, Oregon

License No. 1724
Fee: 85.00

CITY BUSINESS LICENSE
Pursuant to Title 5 of The Brookings Municipal Code



Business Name: McLennan Excavation Inc

To Conduct Business of: Contractor

Located at: 98109 N Bank Chetco Rd

Date Issued: 4/1/2021 12:00:00 AM

Date Expires: 03/31/2022

A handwritten signature in black ink, appearing to read "James Hayward".

City Recorder

A handwritten signature in black ink, appearing to read "John Payne".

Mayor



Curry County

94235 Moore Street
Gold Beach, OR 97444
(541) 247-3296

License #
BUS-2021-00034

Business Registration License

Permission is granted to: Casey McLennan

Business Name: McLennan Excavation Inc

Located at: 17990 GARDNER RIDGE RD
BROOKINGS CITY
Block: Lot:

Issue Date: 07/06/2021

Expiration Date: 07/01/2022

This is a permit issued by Curry County and allows an individual or entity to start and conduct a business within the unincorporated areas of the County. It is a license required in addition to any other licenses, registrations and certifications required to conduct a business by other governmental agencies. It is also in addition to any zoning approvals or permits required by the County's Zoning Ordinance. Every person license under this code shall display the license in some conspicuous place on the premises of the business unless the business does not operate from an enclosed permanent location in the unincorporated area of Curry County. In which case all persons doing business in unincorporated area Curry County shall have a copy of the license in their possession at all times.

Approved By:
Curry County

NORTHCOAST HEALTH SCREENING

1325 NORTHCREST DRIVE
Crescent City, California 95531
707-465-1036

McLennan Excavation Inc.

is participating in a random drug
and alcohol consortium program
in accordance with
Department of Transportation
Regulations
49 CFR Parts 382 and 40.


Sydney M. Clinton

January 1, 2021

date

expires 12/31/2021



MCLEEXC-01

CSTRAIN

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WAFD Insurance Group, Inc. CAL/OR Insurance Agency PO BOX 2725 Harbor, OR 97415	CONTACT NAME: PHONE (A/C, No, Ext): (541) 469-3510 FAX (A/C, No): (541) 469-2097 E-MAIL ADDRESS: CarrieS@wafdinsurance.com INSURER(S) AFFORDING COVERAGE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Ohio Security Insurance Company</td> <td style="width: 20%;">NAIC # 24082</td> </tr> <tr> <td>INSURER B : SAIF</td> <td></td> </tr> <tr> <td>INSURER C : Western Surety Company</td> <td>13188</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Ohio Security Insurance Company	NAIC # 24082	INSURER B : SAIF		INSURER C : Western Surety Company	13188	INSURER D :		INSURER E :		INSURER F :	
INSURER A : Ohio Security Insurance Company	NAIC # 24082												
INSURER B : SAIF													
INSURER C : Western Surety Company	13188												
INSURER D :													
INSURER E :													
INSURER F :													
INSURED McLennan Excavation Inc. OR#195758 CA#982104 PO Box 6837 Brookings, OR 97415													

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Loggers Broad Form GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:			BKO60101280	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ESO60101280	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	767906	1/1/2020	1/1/2021	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OR Public Works			64845070	10/23/2020	10/23/2021	Bond \$ 30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
 Port of Brookings Harbor
 PO Box 848
 Brookings, OR 97415
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

71



MCLEEXC-01

CSTRAIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WAFD Insurance Group, Inc. CAL/OR Insurance Agency PO BOX 2725 Harbor, OR 97415	CONTACT NAME: PHONE (A/C, No, Ext): (541) 469-3510 FAX (A/C, No): (541) 469-2097 E-MAIL: CarrieS@wafdinsurance.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED McLennan Excavation Inc. OR#195758 CA#982104 PO Box 6837 Brookings, OR 97415	INSURER A: Mt. Hawley Insurance	NAIC # 35386
	INSURER B: Travelers Insurance	13188
	INSURER C: Western Surety Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY		EGL0008027	10/30/2020	10/30/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPIOP AGG \$
B	AUTOMOBILE LIABILITY		BA-8M276392-20-42	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EX-0N452541-20-42	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	OR Sewage Disposal		61384023	6/26/2020	6/26/2021	Bond 15,000
C	OR Highway Use		61345132	5/1/2020	5/1/2021	Bond 2,375

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Port of Brookings Harbor PO Box 848 Brookings, OR 97415	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

**PORT OF BROOKINGS HARBOR
DRAFT PUBLIC IMPROVEMENT CONTRACT AGREEMENT**

THIS AGREEMENT is made and entered into this 21st day of September 2021, by and between the Port of Brookings Harbor, an Oregon special district, hereinafter referred to as "POBH" and McLennan Excavation, Inc., hereinafter referred to as "Contractor", duly authorized to perform such services in Oregon.

WHEREAS, the POBH requires construction and related services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, the POBH solicited bids by website and newspaper for 20 days and received one bid from McLennan Excavation, Inc.

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

- 1.0. Scope of Work.** Contractor will perform the following scope of work under this Agreement;
 - Purchase materials needed to install new fire hydrant on Port property;
 - Acquire necessary permits from Curry County Road Department or other agencies for crossing Lower Harbor Road;
 - Schedule and perform hot-tap work with Harbor Water District;
 - Schedule and perform all necessary work involved for the installation of a new fire hydrant on Port property (Basin 2 eastside).

- 2.0. Compensation & Billing.**
 - 2.01. Contract Price.** Contractor will perform the Scope of Work for Twenty-nine thousand nine hundred thirty-five dollars and sixty-eight cents (\$29,935.68).

 - 2.02. Invoicing.** Contractor must submit monthly invoices based on work completed. POBH will pay Contractor within 30 days of receipt of invoice. If there is a dispute as to one or more line items on the invoice, POBH will pay the undisputed portion within 30 days of receipt. The parties will exercise good faith and diligence in the resolution of any disputed invoice amounts and POBH will pay promptly upon resolution of the dispute.

- 3.0. Effective Date and Duration.** This Agreement will become effective upon its execution, the submission of certificates of insurance to POBH and the issuance of a notice to proceed by the POBH. This Agreement will expire upon conclusion of project unless otherwise terminated or extended.

- 4.0. Schedule for Performance.** Contractor shall complete the Scope of Work within 30 days of issuance of the notice to proceed, subjected to change with Port approval.

- 5.0. Prevailing Wage.** If the Project cost exceeds \$50,000 and this Agreement is not otherwise exempt, workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. The applicable prevailing wage rates may be accessed via the internet at: <https://www.oregon.gov/BOLI/WHD/PWR/Pages/index.aspx>. Hard copies of the prevailing wage rates

publication may be obtained by contacting the Oregon Bureau of Labor and Industries via telephone at: (971) 673-0839. If this Project is subject to the Davis-Bacon Act and the state prevailing rate of wage is higher than the federal prevailing rate of wage, the Contractor and every subcontractor on the Project must pay at least the state prevailing rate of wage as determined under ORS 279C.815.

6.0. Public Works Bond. The Contractor must have a public works bond filed with the Oregon Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

7.0. Licensing and Certification. Contractor is required to maintain, at its own expense, all license and certifications required by the State of Oregon to perform services under this Agreement.

8.0. Status of Contractor as Independent Contractor. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and will be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of the POBH, is not entitled to benefits of any kind to which an employee of the POBH is entitled and is solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of the POBH for any purpose, the POBH will be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from the POBH or third party) as a result of said finding and to the full extent of any payments that the POBH is required to make (to Contractor or to a third party) as a result of said finding.

9.0. Compliance with Public Contract Laws. Contractor will observe all applicable state and local laws pertaining to public contracts. ORS Chapter 279 requires every public contract to contain certain provisions. Pursuant to ORS 279, the following provisions are part of this contract, as applicable, including without limitation the following:

9.01. Compliance with Tax Laws. Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Agreement. Contractor understands that Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before execution of this Agreement or during the term of this Agreement is a default for which POBH may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

9.02. Compliance with Payment Provisions. Contractor is required to:

- (a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Agreement.
- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

9.03. Compliance with Wage and Hour Laws. ORS 279C.520 is hereby incorporated by reference as though set forth in full. Contractor agrees to abide by ORS 279C.520, as applicable.

9.04. Payment for Medical Care / Workers Compensation. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

9.05. Environmental Laws. As provided by ORS 279C.525, all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this Agreement are by reference incorporated herein to the same force and affect as if set forth herein in full.

9.06. Other Applicable Laws. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this contract shall be considered included by these references.

10.0. Drug Testing Program. ORS 279C.505 requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. The Contractor demonstrates that a drug-testing program is in place by signing of this Agreement. The drug testing program will apply to all employees and will be maintained for the duration of the Agreement. Failure to maintain a program constitutes a material breach of contract.

11.0. Salvage, Composting or Mulching. If this Agreement is for demolition work, Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. If this is a contract for lawn and landscape maintenance, Contractor must compost or mulch yard waste material at an approved site, if feasible and cost-effective.

12.0. Termination for Convenience.

12.01. This Agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties and for the following reasons:

- (1) If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or
- (2) If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

12.02. Payment of Contractor will be as provided by ORS 279C.660 and will be prorated to and include the day of termination and will be in full satisfaction of all claims by Contractor against POBH under this Agreement.

12.03. Termination under any provision of this paragraph will not affect any right, obligation, or liability of Contractor or the POBH which accrued prior to such termination.

13.0. Cancellation with Cause.

13.01. The POBH may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by the POBH, under any of the following conditions:

- (1) If Contractor disregards applicable laws and regulations pertaining to the performance of the work;
- (2) If POBH funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services this Agreement may be modified to accommodate a reduction in funds;
- (3) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement;
- (4) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed; or
- (5) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

13.02. The POBH, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- (1) If Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
- (2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the POBH, fails to correct such failures within ten (10) days or such other period as the POBH may specify.

13.04. The rights and remedies of the POBH provided herein related to defaults (including breach of contract) by Contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

13.05. If the POBH terminates this Agreement under paragraph 13.01 or 13.02, Contractor will be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there is to be deducted from such amount the amount of damages, if any, sustained by the POBH due to breach of contract by Contractor.

Damages for breach of contract will be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

14.0. Access to Records. Contractor will grant the POBH access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

15.0. Assignment & Delegation. This Agreement, and all of the covenants and conditions hereof, will inure to the benefit of and be binding upon the POBH and the Contractor respectively and their legal representatives. Contractor may not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of the POBH, and any assignment or delegation in violation hereof will be void.

16.0. Force Majeure. Neither the POBH nor Contractor will be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or suppliers due to such cause; provided that the party so disabled must within ten (10) days from the beginning of such delay, notify the other party in writing of the causes of delay and its probable extent. Such notification may not be the basis for a claim for additional compensation. Each party must, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.

17.0. Nonwaiver. The failure of the POBH to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder may not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

18.0. Warranties. All work must be guaranteed by the Contractor for a period of one year after the date of final acceptance of the work by the POBH, except that manufacturers' warranties and extended manufacturer warranties shall not be abridged. Contractor warrants that all practices and procedures, workmanship, and materials will be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore will act to relieve Contractor from liability under warranties contained in or implied by this Agreement. Contractor also warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by the POBH will not operate as a waiver or release.

19.0. Attorney's Fees. In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the prevailing party will be entitled to an award of reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

20.0. Governing Law. The provisions of this Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Curry County or the U. S. District Court in Medford.

21.0. Indemnification. Contractor agrees to indemnify, defend and hold harmless the POBH and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands (including reasonable attorney's fees and costs of suit) attributable in whole or in part to the acts or omissions of Contractor, and Contractor's officers, agents and employees, in performance of this contract.

22.0. Insurance. Contractor and its subcontractors must maintain insurance acceptable to the POBH in full force and effect throughout the term of this Agreement. Such insurance must cover all risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance must include provisions that such insurance is primary insurance with respect to the interests of the POBH and that any other insurance maintained by the POBH is excess and not contributory insurance with the insurance required hereunder. The policy or policies of insurance maintained by the Contractor and its subcontractors must provide at least the following limits and coverages:

- (a) Coverages: Contractor and its subcontractors must, at Contractor's expense, maintain during the term of this Agreement, the following insurance policy types with the following minimum coverage limits:

Commercial General Liability Insurance	\$1,000,000.00 Each Occurrence Limit \$2,000,000.00 General Aggregate
Workers Compensation	Per Oregon Law (ORS 656.017)
Employer's Liability	\$500,000 per accident
Comprehensive Automobile Liability Insurance	\$ 1,000,000.00 Each Occurrence CSL \$ 2,000,000.00 Aggregate BI/PD (including coverage for all owned, hired and non-owned vehicles)

- (b) Certificates of Insurance: As evidence of the insurance coverage required by the contract, Contractor must furnish a Certificate of Insurance to the POBH prior to the commencement of work. The certificate must specify and document all of the required insurance provisions within this Agreement.
- (c) Primary Coverage Clarification: All parties to this Agreement hereby agree that Contractor's coverage will be primary in the event of a loss.
- (d) Effect of Insurance: The procuring of such required insurance may not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor will be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

24.0. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills and payments must be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

If to Port of Brookings Harbor:
 Port of Brookings Harbor
 Attn: Port Manager
 PO Box 848
 16330 Lower Harbor Rd
 Brookings, OR 97415

If to Contractor:
 McLennan Excavation, Inc.
 P.O. Box 6837
 Brookings, OR 97415

and when so addressed, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments will be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

25.0. Hazardous Waste. If, as a result of performance of this Agreement, Contractor generates any hazardous wastes, Contractor will be responsible for disposal of any such hazardous wastes in compliance with all applicable federal and state requirements. Contractor must provide the POBH with documentation, including all required manifests, demonstrating proper transportation and disposal of any such hazardous wastes. Contractor agrees to defend, indemnify, and hold harmless the POBH for any disposal or storage of hazardous wastes generated pursuant to this Agreement and any releases or discharges of hazardous materials.

26.0. Severability. In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect and will in no way be affected or invalidated thereby.

27.0. Complete Agreement. This Agreement and the attached exhibits constitute the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

28.0. Waiver and Amendment. No waiver, consent, modification, or change of terms of this Agreement may bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, will be effective only in specific instances and for the specific purpose given.

29.0. Acknowledgment. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date herein above first written.

**PORT OF BROOKINGS HARBOR
BOARD OF COMMISSIONERS**

By:

**CONTRACTOR:
MCLENNAN EXCAVATION, INC.**

By: _____

Name: Casey M. McLennan

Its: President

ACTION ITEM – D

DATE: September 21, 2021
RE: Contract Approval for Port Security Services
TO: Honorable Board President and District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- The Port solicited an RFP for security firms for Port security services and received one proposal.
- The scope of work was not changed. This agreement would be continuing the same coverage of two hour minimum everyday between 10pm and 4am.
- The logistics getting one hour during the day is not feasible at this time. When it becomes possible, we can review and amend the agreement, if desired.
- Security contract agreement is for a two-year period.
- Parking fines at Port of Newport are handled under the city's protocols and included with their security firm's contract. We are looking at our ordinance and reviewing the legality of establishing fines. We will bring this discussion back after legal review.

DOCUMENTS

- Request For Proposal package, 9 pages
- South Coast Knight Security Proposal, 3 pages
- Draft Port Security Services Agreement, 5 pages

COMMISSIONERS ACTIONS

- **Recommended Motion:**
Motion to approve draft Port Security Services Agreement with South Coast Knight Security, LLC.



REQUEST FOR PROPOSALS

PORT SECURITY SERVICES

DATE:
AUGUST 31, 2021

Port of Brookings Harbor
P.O. Box 848
Brookings, Oregon 97415

Table of Contents

Section 1 – Invitation.....i

Section 2 – Scope of Work..... ii

Attachments:

A. Sample Port Security Services Agreement



Port of Brookings Harbor

16330 Lower Harbor Road / PO Box 848
Brookings, Oregon 97415
Phone (541) 469-2218
Fax (541) 359-3999
www.portofbrookingsharbor.com

Board of Commissioners
Richard Heap, President
Joseph Speirs, Vice-President
Sharon Hartung, Secretary/Treasurer
Kenneth Range
Larry Jonas

REQUEST FOR PROPOSALS

PORT SECURITY SERVICES

PROPOSALS DUE BY 2:00 P.M., SEPTEMBER 14, 2021

The Port of Brookings Harbor (Port) is issuing a Request for Proposals (RFP) from qualified security firms (Proposer) for Port security services. To be considered, interested parties must submit their Proposals in accordance with the requirements set forth in the RFP.

The RFP will be used to select the Proposer for security of Port properties.

Responses to this RFP will be reviewed and ranked according to the lowest cost proposal. The Proposer with the lowest cost proposal will be the firm selected for contract negotiations per the sample public improvement contract agreement.

The Request for Proposals can be downloaded from the Port website at <https://www.portofbrookingsharbor.com> or a printed copy can be obtained at the address listed below, or by contacting Gary Dehlinger, Port Manager at 541-469-2218, Ext 406, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. For questions or clarifications regarding this RFP contact Gary Dehlinger, Port Manager, at 541-469-2218, Ext 406 or email at portmanager@portofbrookingsharbor.com.

There will be no pre-proposal meeting for this RFP.

Proposals shall be submitted in sealed envelopes and received at the Port of Brookings Harbor Port Office, no later than 2:00 p.m. PST, September 14, 2021, addressed to the attention of Gary Dehlinger, P.O. Box 848, Brookings, Oregon, 97415 or hand-delivered to 16330 Lower Harbor Road, Brookings, Oregon 97415. The outside of the envelope shall plainly identify the Project: "**PORT SECURITY SERVICES**" along with the name and address of the Proposer. Faxed or electronic (e-mail) responses will not be accepted. Responses received after the designated closing date and time will not be opened or reviewed.

The Port may reject any response not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all responses in whole or in part when the cancellation or rejection is in the best interest of the Port, and at no cost to the Port. The Port reserves the right to waive or reject any or all proposals and reserves the right to negotiate with any terms with any selected proposer.

Dated August 31, 2021

Gary Dehlinger, Port Manager

Publish Dates: Curry Coastal Pilot, September 3, September 10

Port of Brookings Harbor

Port Security Services

SECTION 2 – SCOPE OF WORK

Scope of Work:

1. Daily operations must include, but are not limited to the following:
 - a. Provide nightly security patrol of all Port docks, parking lots, RV Park, shipyard and all leased property within the Port complex.
 - b. Monitor and enforce proper parking of vehicles, RV's, campers, travel trailers or any other vehicles.
 - c. Enforce all Port ordinances and policies as requested by the Port Commission or the Port Manager.
 - d. Provide assistance to the general public.
 - e. Provide and obtain assistance to all local law enforcement and emergency services personnel as needed.
 - f. Lock restrooms at 10:00 pm and reopen restrooms at 4:00 am (four restroom facilities).
 - g. Lock RV Park gate at 10:00 pm.
2. Provide properly trained and uniformed personnel to perform the above operations.
3. Provide a clearly marked vehicle for patrol.
4. Provide the necessary communications equipment.
5. Provide additional security during special events for Port properties (Event planners must provide their own security).
6. Hours of security patrol are 10:00 pm to 4:00 am, seven days a week, 2 hours minimum per shift.
7. Report directly to the Port Manager or designee by means of daily shift reports and occurrence reports.
8. **Insurance Requirements**
Insurance on an occurrence basis, with a general liability limit of not less than \$1,000,000 per occurrence and aggregate limit of not less than \$2,000,000 for each occurrence of bodily injury, personal injury and property damage.

Auto Liability
Auto liability limits shall be no lower than \$1,000,000

Workers Compensation
Workers Compensation insurance of no less than \$500,000

Certificate of Insurance
A certificate of insurance shall be provided showing all required limits on an occurrence form.

The Port of Brookings Harbor, its elected and appointed officers, agents, and employees shall be listed as additional insureds.
9. Security Guard Training and Security Manager License Certification as required by State of Oregon shall be provided to the Port and proper certification shall be maintained during the term of the agreement.

Port of Brookings Harbor Agreement for Security Services

This Agreement for Security Services ("Agreement") is made and entered into this ___ day of _____, 2021 by and between the Port of Brookings Harbor, an Oregon special district, herein referred to as "POBH" and _____, herein referred to as "Contractor."

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

1.0. Effective Date and Duration. This Agreement will become effective upon its execution by the POBH and will expire, unless otherwise terminated or extended, two years from the date of its execution. Upon the expiration of its two-year term, this Agreement may be extended for an additional term of one-year upon agreement of the parties. If an extension is not executed prior to the expiration of the Agreement, the parties may agree to continue the Agreement on a month-to-month basis for up to six months.

2.0. Scope of Services. Contractor's services under this Agreement consist of the following (the "Work"):

- A. Daily operations include, but not limited to the following:
 - i. Provide nightly security patrol of all Port docks, parking lots, RV Park, shipyard and all leased property within the Port complex.
 - ii. Monitor and enforce proper parking of vehicles, RV's, campers, travel trailers or any other vehicle.
 - iii. Enforce all Port ordinances and policies as requested by the Port Commission or Port Manager.
 - iv. Provide assistance to the general public.
 - v. Provide and obtain assistance to all local law enforcement and emergency services personnel as needed.
 - vi. Lock restrooms at 10:00 pm and reopen them at 4:00 am (four restroom facilities).
 - vii. Lock RV Park gate at 10:00 pm.
- B. Provide properly trained and uniformed personnel to perform the above operations.
- C. Provide a clearly marked vehicle for patrol.
- D. Provide the necessary communications equipment.
- E. Provide additional security during special events for Port properties (event planners must provide their own security).
- F. Hours of security patrol are 10:00 pm to 4:00 am, seven days a week, 2 hours minimum per shift.
- G. Report directly to the Port Manager or designee by means of daily shift reports and occurrence reports.

3.0. Compensation & Billing.

3.01. Compensation. Contractor will be compensated on an hourly basis for services rendered as follows:

- o \$ ___ per hour (2 hour minimum per shift)
- o \$ ___ per hour for (1 hour minimum for call-outs or requests for additional service)

3.02. Invoicing. Contractor must submit monthly invoices based on work completed. POBH will pay Contractor within 30 days of receipt of invoice. If there is a dispute as to one or more line items on the invoice, POBH will pay the undisputed portion within 30 days of receipt. The parties will exercise good faith and diligence in the resolution of any disputed invoice amounts and POBH will pay promptly upon resolution of the dispute.

4.0. Licensing and Certification. Contractor is required to maintain, at its own expense, all license and certifications required by the State of Oregon to perform services under this Agreement, specifically including, but not limited to, Security Guard Training and Security Manager License Certification.

5.0. Status of Contractor as Independent Contractor. Contractor certifies that:

- A.** Contractor acknowledges that for all purposes related to this Agreement, Contractor is and will be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of the POBH, is not entitled to benefits of any kind to which an employee of the POBH is entitled and is solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of the POBH for any purpose, the POBH will be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from the POBH or third party) as a result of said finding and to the full extent of any payments that the POBH is required to make (to Contractor or to a third party) as a result of said finding.
- B.** The undersigned Contractor hereby represents that no employee of the POBH, or any partnership or corporation in which a POBH employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- C.** If this payment is to be charged against Federal funds, Contractor certifies that he or she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.
- D.** Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- E.** Contractor is not an officer, employee, or agent of the POBH as those terms are used in ORS 30.265.

6.0. Early Termination.

6.01. Mutual Consent. This Agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties.

6.02. For Cause by POBH. The POBH may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by the POBH, under any of the following conditions:

- A.** If due to budgetary considerations, the POBH decides to cease contracting for security services;
- B.** If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed;
- C.** If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor; or
- D.** If Contractor's performance under this Agreement is not to the satisfaction of the POBH, then POBH shall give written notice and 14 days opportunity to cure the deficiency identified. If the deficiency is not cured within that time, then this Agreement may be terminated upon written notice to Contractor.

6.03. No Prejudice. Any such termination of this Agreement under paragraph 6.02 will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

6.04 Remedies Not Exclusive. The rights and remedies of the POBH provided herein related to defaults (including breach of contract) by Contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. If the

POBH terminates this Agreement, Contractor will be entitled to receive as full payment for all services rendered and expenses incurred up to the date of termination.

7.0. Access to Records. Contractor will grant the POBH access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

8.0. Anti-Discrimination. Contractor must not discriminate in the employment and treatment of employees based upon their race, color, religion, sex or national origin.

9.0. Insurance. Contractor and its subcontractors must maintain insurance acceptable to the POBH in full force and effect throughout the term of this Agreement. The policy or policies of insurance maintained by the Contractor and its subcontractors must provide at least the following limits and coverages:

9.01. Coverages. Contractor and its subcontractors must, at Contractor's or subcontractor's expense, and keep in effect during the term of this Agreement, the following insurance with the following minimum coverage amounts:

Commercial General Liability Insurance	\$1,000,000.00 Each Occurrence Limit BI/PI/PD \$2,000,000.00 General Aggregate
Worker's Compensation Insurance	\$500,000
Comprehensive Automobile Liability Insurance	\$ 1,000,000.00 Each Occurrence CSL (including coverage for all owned, hired and non-owned vehicles)

9.02. Additional Insured Provision. The POBH, its elected and appointed officers, agents, and employees must be added as additional insureds with respect to this Agreement. All Liability Insurance policies must be endorsed to show this additional coverage.

9.03. Insurance Carrier Rating. Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the POBH. The POBH reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

9.04. Certificates of Insurance. As evidence of the insurance coverage required by the contract, Contractor must furnish a Certificate of Insurance to the POBH. No contract will be effective until the required certificates have been received and approved by the POBH. The certificate will specify and document all of the required insurance provisions within this Agreement. A renewal certificate must be sent to the POBH 10 days prior to coverage expiration.

9.05. Primary Coverage Clarification. All parties to this Agreement hereby agree that Contractor's coverage will be primary in the event of a loss.

9.06. Notice of Cancellation. Contractor's insurance policies must contain provisions that such policies may not be canceled or their limits of liability reduced without thirty (30) days prior notice to POBH. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of POBH, in lieu thereof, a certificate in form satisfactory to POBH certifying to the issuance of such insurance shall be forwarded to the POBH Authorized Representative prior to the commencement of work.

9.07. Effect of Insurance. The procuring of such required insurance may not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor will be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

10.0. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills and payments must be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

Port of Brookings Harbor
Attn: Port Manager
PO Box 848
16330 Lower Harbor Rd
Brookings, OR 97415

Contractor:
Attn:

and when so addressed, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments will be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

11.0. Compliance with Public Contract Laws. Contractor will observe all applicable state and local laws pertaining to public contracts. ORS Chapter 279 requires every public contract to contain certain provisions. Pursuant to ORS 279, the following provisions are part of this contract, as applicable, including without limitation the following:

11.01. Compliance with Tax Laws. Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Agreement. Contractor understands that Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before execution of this Agreement or during the term of this Agreement is a default for which POBH may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

11.02. Compliance with Payment Provisions. Contractor is required to:

- (a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Agreement.
- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

11.02. Compliance with Wage and Hour Laws. ORS 279B.235 is hereby incorporated by reference as though set forth in full. Contractor agrees to abide by ORS 279B.235, as applicable.

12.0. Nonwaiver. The failure of the POBH to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder may not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

13.0. Assignment. The Contractor must not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the POBH Board of Commissioners.

14.0. Severability. In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect and will in no way be affected or invalidated thereby.

15.0. Amendment. No consent, modification, or change of terms of this Agreement may bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, will be effective only in specific instances and for the specific purpose given.

16.0. Attorney's Fees. In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the prevailing party will be entitled to an award of reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

17.0. Governing Law. The provisions of this Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Curry County or the U. S. District Court in Medford.

18.0. Complete Agreement. This Agreement and the attached exhibits, constitute the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

19.0. Acknowledgment. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the POBH has caused this agreement to be executed by its duly authorized undersigned officer and the Contractor has executed this agreement on the date herein above first written.

**PORT OF BROOKINGS HARBOR
BOARD OF COMMISSIONERS**

CONTRACTOR:

By: Richard Heap, President

By:

ATTEST:

Name:
Its: Member

Sharon Hartung, Secretary / Treasurer

By:

Name:
Its: Member



South Coast Knight Security, LLC



**SECURITY BID
FOR THE
PORT OF BROOKINGS-HARBOR**

South Coast Knight Security, LLC

(541) 254-0455
16340 Lower Harbor Rd. Unit 1 #271
Brookings, OR 97415
scks.patrol@gmail.com

Saturday, September 11, 2021

Mr. Gary Dehlinger – Port Manager

Port of Brookings-Harbor

16340 Lower Harbor Rd.

Brookings, OR. 97415

Dear Mr. Dehlinger,

It is with great honor that we submit this proposal for security services for the Port of Brookings-Harbor. We hope that this may be a great re-start of a past relationship that will be beneficial to your team, customers and the public.

South Coast Knight Security, LLC (S.C.K.S.) is a trusted security agency in Curry County with a reputation for effective security solutions and the use of the latest technology in the protection of life and property. We have a portfolio of completed and on-going projects with predominantly commercial properties. We think that your project is well suited for us as it has been in the past.

South Coast Knight Security, LLC is a licensed and insured security provider through the Oregon Department of Public Safety Standards and Training (DPSST). All S.C.K.S. employees are licensed Private Security Professionals through DPPST.

South Coast Knight Security, LLC respectfully requests that you study our proposal. We are extremely interested in having a relationship with the Port of Brookings-Harbor for many years to come. We very much hope that you re-consider South Coast Knight Security, LLC's team to provide excellent services for all parties involved.

South Coast Knight Security, LLC

(541) 254-0455
16340 Lower Harbor Rd. Unit 1 #271
Brookings, OR 97415
scks.patrol@gmail.com

Based on our experience and understanding of your needs, we developed this proposal for P.O.B.H.:

- S.C.K.S. will provide one (1) Officer seven (7) days a week between the hours of 10:00pm to 4:00am
- S.C.K.S. can provide boat inventorying once a night if we provide Four or more hours a night
- S.C.K.S. will provide an on-call Supervisor 24/7. The Supervisor will do spot checks and back up the Officer as needed (as it is our policy that we respond with a 2 Officer response other than for minor offences.)
- S.C.K.S. has an online customer portal which provides you a 24hour access of our Officer's Daily Log and much more.
- S.C.K.S. also can be in Vhf Radio contact with Boaters on channel 12.

***** SCKS can provide these services at \$46.35 per hour with a two (2) hour minimum per shift. After hour call outs will be billed at \$69.53 per hour with a one hour minimum (if officer is available) *****

Training: All Officers will be trained on The Port Ordinance's that we enforce and as well as requested duties within the property. Example of requested duties: Power shut off, water shut off, alarm resets, etc. All Officers have worked for previous Security Companies. As well as The Port of Brookings-Harbor property.

Joshua Kemp - OPERATIONS MANAGER



South Coast Knight Security, LLC

Port of Brookings Harbor Agreement for Security Services

This Agreement for Security Services ("Agreement") is made and entered into this 21st day of September, 2021 by and between the Port of Brookings Harbor, an Oregon special district, herein referred to as "POBH" and South Coast Knight Security LLC, an Oregon limited liability company, herein referred to as "Contractor."

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

1.0. Effective Date and Duration. This Agreement will become effective upon its execution by the POBH and will expire, unless otherwise terminated or extended, two years from the date of its execution. Upon the expiration of its two-year term, this Agreement may be extended for an additional term of one-year upon agreement of the parties. If an extension is not executed prior to the expiration of the Agreement, the parties may agree to continue the Agreement on a month-to-month basis for up to six months.

2.0. Scope of Services. Contractor's services under this Agreement consist of the following (the "Work"):

- A. Daily operations include, but not limited to the following:
 - i. Provide nightly security patrol of all Port docks, parking lots, RV Park, shipyard and all leased property within the Port complex.
 - ii. Monitor and enforce proper parking of vehicles, RV's, campers, travel trailers or any other vehicles.
 - iii. Enforce all Port ordinances and policies as requested by the Port Commission or the Port Manager.
 - iv. Provide assistance to the general public.
 - v. Provide and obtain assistance to all local law enforcement and emergency services personnel as needed.
 - vi. Lock restrooms at 10:00pm and reopen them at 4:00am.
 - vii. Lock RV Park gate at 10:00pm.
- B. Provide properly trained and uniformed personnel to perform the above operations.
- C. Provide a clearly marked vehicle for patrol.
- D. Provide the necessary communications equipment.
- E. Provide additional security during special events for Port properties (event planners must provide their own security).
- F. Hours of security patrol are 10:00 pm to 4:00 am, seven days a week, 2 hours minimum per shift.
- G. Report directly to the Port Manager or designee by means of daily shift reports and occurrence reports.

3.0. Compensation & Billing.

3.01. Compensation. Contractor will be compensated on an hourly basis for services rendered as follows:

- o \$46.35 per hour (2 hour minimum per shift)
- o \$69.53 per hour for (1 hour minimum for call-outs or requests for additional service)

3.02. Invoicing. Contractor must submit monthly invoices based on work completed. POBH will pay Contractor within 30 days of receipt of invoice. If there is a dispute as to one or more line items on the invoice, POBH will pay the undisputed portion within 30 days of receipt. The parties will

exercise good faith and diligence in the resolution of any disputed invoice amounts and POBH will pay promptly upon resolution of the dispute.

4.0. Licensing and Certification. Contractor is required to maintain, at its own expense, all license and certifications required by the State of Oregon to perform services under this Agreement, specifically including, but not limited to, Security Guard Training and Security Manager License Certification.

5.0. Status of Contractor as Independent Contractor. Contractor certifies that:

- A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and will be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of the POBH, is not entitled to benefits of any kind to which an employee of the POBH is entitled and is solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of the POBH for any purpose, the POBH will be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from the POBH or third party) as a result of said finding and to the full extent of any payments that the POBH is required to make (to Contractor or to a third party) as a result of said finding.
- B. The undersigned Contractor hereby represents that no employee of the POBH, or any partnership or corporation in which a POBH employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- C. If this payment is to be charged against Federal funds, Contractor certifies that he or she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.
- D. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- E. Contractor is not an officer, employee, or agent of the POBH as those terms are used in ORS 30.265.

6.0. Early Termination.

6.01. Mutual Consent. This Agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties.

6.02. For Cause by POBH. The POBH may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by the POBH, under any of the following conditions:

- A. If due to budgetary considerations, the POBH decides to cease contracting for security services;
- B. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed;
- C. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor; or
- D. If Contractor's performance under this Agreement is not to the satisfaction of the POBH, then POBH shall give written notice and 14 days opportunity to cure the deficiency identified. If the deficiency is not cured within that time, then this Agreement may be terminated upon written notice to Contractor.

6.03. No Prejudice. Any such termination of this Agreement under paragraph 5.02 will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

6.04 Remedies Not Exclusive. The rights and remedies of the POBH provided herein related to defaults (including breach of contract) by Contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. If the POBH terminates this Agreement, Contractor will be entitled to receive as full payment for all services rendered and expenses incurred up to the date of termination.

7.0. Access to Records. Contractor will grant the POBH access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

8.0. Anti-Discrimination. Contractor must not discriminate in the employment and treatment of employees based upon their race, color, religion, sex or national origin.

9.0. Insurance. Contractor and its subcontractors must maintain insurance acceptable to the POBH in full force and effect throughout the term of this Agreement. The policy or policies of insurance maintained by the Contractor and its subcontractors must provide at least the following limits and coverages:

9.01. Coverages. Contractor and its subcontractors must, at Contractor's or subcontractor's expense, and keep in effect during the term of this Agreement, the following insurance with the following minimum coverage amounts:

Commercial General Liability Insurance	\$1,000,000.00 Each Occurrence Limit BI/PI/PD \$2,000,000.00 General Aggregate
Worker's Compensation Insurance	\$500,000
Comprehensive Automobile Liability Insurance	\$ 1,000,000.00 Each Occurrence CSL (including coverage for all owned, hired and non-owned vehicles)

9.02. Additional Insured Provision. The POBH, its elected and appointed officers, agents, and employees must be added as additional insureds with respect to this Agreement. All Liability Insurance policies must be endorsed to show this additional coverage.

9.03. Insurance Carrier Rating. Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the POBH. The POBH reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

9.04. Certificates of Insurance. As evidence of the insurance coverage required by the contract, Contractor must furnish a Certificate of Insurance to the POBH. No contract will be effective until the required certificates have been received and approved by the POBH. The certificate will specify and document all of the required insurance provisions within this Agreement. A renewal certificate must be sent to the POBH 10 days prior to coverage expiration.

9.05. Primary Coverage Clarification. All parties to this Agreement hereby agree that Contractor's coverage will be primary in the event of a loss.

9.06. Notice of Cancellation. Contractor's insurance policies must contain provisions that such policies may not be canceled or their limits of liability reduced without thirty (30) days prior notice to POBH. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of POBH, in lieu thereof, a certificate in form satisfactory to POBH certifying to the issuance of such insurance shall be forwarded to the POBH Authorized Representative prior to the commencement of work.

9.07. Effect of Insurance. The procuring of such required insurance may not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor will be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

10.0. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills and payments must be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

Port of Brookings Harbor
Attn: Port Manager
PO Box 848
16330 Lower Harbor Rd
Brookings, OR 97415

South Coast Knight Security, LLC
16340 Lower Harbor Road Unit 1 #271
Brookings, OR 97415

and when so addressed, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments will be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

11.0. Compliance with Public Contract Laws. Contractor will observe all applicable state and local laws pertaining to public contracts. ORS Chapter 279 requires every public contract to contain certain provisions. Pursuant to ORS 279, the following provisions are part of this contract, as applicable, including without limitation the following:

11.01. Compliance with Tax Laws. Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Agreement. Contractor understands that Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before execution of this Agreement or during the term of this Agreement is a default for which POBH may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

11.02. Compliance with Payment Provisions. Contractor is required to:

- (a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Agreement.
- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

11.02. Compliance with Wage and Hour Laws. ORS 279B.235 is hereby incorporated by reference as though set forth in full. Contractor agrees to abide by ORS 279B.235, as applicable.

12.0. Nonwaiver. The failure of the POBH to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder may not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

13.0. Assignment. The Contractor must not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the POBH Board of Commissioners.

14.0. Severability. In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect and will in no way be affected or invalidated thereby.

15.0. Amendment. No consent, modification, or change of terms of this Agreement may bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, will be effective only in specific instances and for the specific purpose given.

16.0. Attorney's Fees. In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the prevailing party will be entitled to an award of reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

17.0. Governing Law. The provisions of this Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Curry County or the U. S. District Court in Medford.

18.0. Complete Agreement. This Agreement and the attached exhibits, constitute the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

19.0. Acknowledgment. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the POBH has caused this agreement to be executed by its duly authorized undersigned officer and the Contractor has executed this agreement on the date herein above first written.

**PORT OF BROOKINGS HARBOR
BOARD OF COMMISSIONERS**

**CONTRACTOR:
SOUTH COAST KNIGHT SECURITTY, LLC**

By: Richard Heap, President

By:

ATTEST:

Name:

Its:

Sharon Hartung, Secretary / Treasurer

ACTION ITEM – E

DATE: September 21, 2021
RE: Contract Approval for Port Engineering
TO: Honorable Board President and District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- The Port Public Contracting Rules allow to sole source engineering consultation up to \$100,000.
- Jack Akin EMC Engineers / Scientists continues to provide the Port excellent engineering services. I would recommend continuing using EMC Engineers / Scientists for the Port's engineering.
- Port legal counsel reviewed the draft professional services agreement.

DOCUMENTS

- Draft Port Professional Services Agreement, 9 pages

COMMISSIONERS ACTIONS

- **Recommended Motion:**
Motion to approve draft Professional Services Agreement with EMC Engineers / Scientists, LLC.

Port of Brookings Harbor Agreement for Professional Services

This Agreement for Professional Services (“Agreement”) is made and entered into this 21st day of September, 2021 by and between the Port of Brookings Harbor, an Oregon special district, herein referred to as “POBH” and EMC-Engineers/Scientists, LLC, an Oregon limited liability company, herein referred to as “Contractor.”

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

- 1.0. Effective Date and Duration.** This Agreement will become effective upon its execution by the POBH and will expire September 21, 2022, unless otherwise terminated or extended.
- 2.0. Scope of Services.** Contractor’s services under this Agreement consist of the following (the “Work”):
 - 2.01. Services.** Contractor will assist in FEMA and other government (federal, state and local) funding applications, including design and technical aspects, and other work as decided by the Port Manager. This may include preliminary designs, assessments and other duties that are elements of sought-for funding, and include various projects described as landslide and slope stability, dock systems, dredging, concrete pad and receiving docks, including elevation and plan siting, fill specs, RFP and contractor selection; drawing specification and review; slope determination and stability assurance; on-site project management and final inspections. Time will be charged for one engineer, and includes travel, communications with construction professionals and POBH, and report letter summarizing findings.
 - 2.02. Documents.** All documents including Drawings and Specifications prepared or furnished by Contractor (or Contractor’s independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Contractor shall retain an ownership and property interest herein whether or not the Project is completed. POBH may make and retain copies for information and reference in connection with the use and occupancy of the Project by POBH and others. However, such documents are not intended or represented to be suitable for reuse by POBH or others on extension of the Project or any other project. Any reuse, without written verification or adaptation by Contractor for the specific purpose intended, will be at POBH’s sole risk and without liability or legal exposure to contractor (or Contractor’s independent professional associates or consultants), and POBH shall indemnify and hold harmless Contractor (and Contractor’s independent professional associates and consultants) from all claims, damages losses and expenses including attorneys’ fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Contractor to further compensation at rates to be agreed upon by POBH and Contractor.
 - 2.03. Information Provided by Others.** POBH shall provide Contractor such information as is available to POBH with respect to the work and Contractor shall be entitled to rely on the accuracy and completeness thereof. POBH recognizes it is not possible for Contractor to insure the accuracy, completeness, and sufficiency of such information if Contractor was not retained to verify the information POBH is providing. Accordingly, POBH agrees, to the fullest extent permitted by law, to indemnify and hold Contractor, its officers, agents and employees harmless from any claim, liability or cost (including reasonable attorney’s fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by POBH to Contractor.

2.04. Opinions of Cost. Since Contractor has no control over the cost of labor, materials, equipment or services furnished by others, or over the construction contractors' methods of determining prices, or over competitive bidding or market conditions, Contractor's opinion of probable Total Project Costs and Construction Costs provided for as part of the Work are to be made on the basis of Contractor's experience and qualifications and represent Contractor's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Contractor cannot and does not guarantee that proposals, bids, or actual Total Project of Construction Costs will not vary from opinions of probable cost prepared by Contractor.

3.0. Compensation & Billing.

3.01. Compensation. Contractor will be compensated on a time and materials basis, not to exceed \$100,000 in accordance with Exhibit A, attached hereto and incorporated herein by this reference, **except** that hourly rates for project engineering and design engineering are reduced to \$100/hour, due to the long-standing relationship between the POBH and Contractor.

3.02. Invoicing. Contractor must submit monthly invoices based on work completed. POBH will pay Contractor within 30 days of receipt of invoice. If there is a dispute as to one or more line items on the invoice, POBH will pay the undisputed portion within 30 days of receipt. The parties will exercise good faith and diligence in the resolution of any disputed invoice amounts and POBH will pay promptly upon resolution of the dispute.

4.0. Licensing and Certification. Contractor is required to maintain, at its own expense, all license and certifications required by the State of Oregon to perform services under this Agreement.

5.0. Status of Contractor as Independent Contractor. Contractor certifies that:

- A.** Contractor acknowledges that for all purposes related to this Agreement, Contractor is and will be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of the POBH, is not entitled to benefits of any kind to which an employee of the POBH is entitled and is solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of the POBH for any purpose, the POBH will be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from the POBH or third party) as a result of said finding and to the full extent of any payments that the POBH is required to make (to Contractor or to a third party) as a result of said finding.
- B.** The undersigned Contractor hereby represents that no employee of the POBH, or any partnership or corporation in which a POBH employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- C.** If this payment is to be charged against Federal funds, Contractor certifies that he or she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.
- D.** Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- E.** Contractor is not an officer, employee, or agent of the POBH as those terms are used in ORS 30.265.

6.0. Early Termination.

6.01. Mutual Consent. This Agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties.

6.02. For Cause by POBH. The POBH may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by the POBH, under any of the following conditions:

- A. If due to budgetary considerations, the POBH decides to terminate the Agreement;
- B. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed;
- C. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor; or
- D. If Contractor's performance under this Agreement is not to the satisfaction of the POBH, then POBH shall give written notice and 14 days opportunity to cure the deficiency identified. If the deficiency is not cured within that time, then this Agreement may be terminated upon written notice to Contractor.

6.03. No Prejudice. Any such termination of this Agreement under paragraph 6.02 will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

6.04 Remedies Not Exclusive. The rights and remedies of the POBH provided herein related to defaults (including breach of contract) by Contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. If the POBH terminates this Agreement, Contractor will be entitled to receive as full payment for all services rendered and expenses incurred up to the date of termination.

7.0. Access to Records. Contractor will grant the POBH access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

8.0. Insurance. Contractor and its subcontractors must maintain insurance acceptable to the POBH in full force and effect throughout the term of this Agreement. The policy or policies of insurance maintained by the Contractor and its subcontractors must provide at least the following limits and coverages:

8.01. Coverages. Contractor and its subcontractors must, at Contractor's or subcontractor's expense, and keep in effect during the term of this Agreement, the following insurance coverage with the following minimum policy limits:

Commercial General Liability	\$1,000,000.00 Each Occurrence Limit BI/PI/PD \$2,000,000.00 General Aggregate
Worker's Compensation	Per Oregon Law (ORS 656.017)
Comprehensive Automobile	\$ 1,000,000.00 Each Occurrence CSL (including coverage for all owned, hired and non-owned vehicles)
Professional Liability / E&O	\$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate per year

8.02. Additional Insured Provision. The POBH, its elected and appointed officers, agents, and employees must be added as additional insureds with respect to this Agreement. All Liability Insurance policies must be endorsed to show this additional coverage.

8.03. Insurance Carrier Rating. Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the POBH. The POBH reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

8.04. Certificates of Insurance. As evidence of the insurance coverage required by the contract, Contractor must furnish a Certificate of Insurance to the POBH. No contract will be effective until the required certificates have been received and approved by the POBH. The

certificate will specify and document all of the required insurance provisions within this Agreement. A renewal certificate must be sent to the POBH 10 days prior to coverage expiration.

8.05. Primary Coverage Clarification. All parties to this Agreement hereby agree that Contractor's coverage will be primary in the event of a loss.

8.06. Notice of Cancellation. Contractor's insurance policies must contain provisions that such policies may not be canceled or their limits of liability reduced without thirty (30) days prior notice to POBH. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of POBH, in lieu thereof, a certificate in form satisfactory to POBH certifying to the issuance of such insurance shall be forwarded to the POBH Authorized Representative prior to the commencement of work.

8.07. Effect of Insurance. The procuring of such required insurance may not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor will be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

9.0. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills and payments must be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

Port of Brookings Harbor
Attn: Port Manager
PO Box 848
16330 Lower Harbor Rd
Brookings, OR 97415

EMC-Engineers/Scientists, LLC
Attn: J.A. Akin
450 Conestoga Drive
Jacksonville, OR 97530

and when so addressed, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments will be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10.0. Compliance with Public Contract Laws. Contractor will observe all applicable state and local laws pertaining to public contracts. ORS Chapter 279 requires every public contract to contain certain provisions. Pursuant to ORS 279, the following provisions are part of this contract, as applicable, including without limitation the following:

10.01. Compliance with Tax Laws. Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Agreement. Contractor understands that Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before execution of this Agreement or during the term of this Agreement is a default for which POBH may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

10.02. Compliance with Payment Provisions. Contractor is required to:

- (a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Agreement.

- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

10.03. Compliance with Wage and Hour Laws. ORS 279B.235 is hereby incorporated by reference as though set forth in full. Contractor agrees to abide by ORS 279B.235, as applicable.

10.04. Payment for Medical Care / Workers Compensation. Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

10.05. Other Applicable Laws. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this contract shall be considered included by these references.

- 11.0. Indemnification.** Contractor agrees to indemnify, defend and hold harmless the POBH and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to the acts or omissions of Contractor, and Contractor's officers, agents and employees, in performance of this Agreement, except as specifically provided otherwise in this Agreement.
- 12.0. Nonwaiver.** The failure of the POBH to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder may not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.
- 13.0. Assignment.** The Contractor must not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the POBH Board of Commissioners.
- 14.0. Severability.** In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect and will in no way be affected or invalidated thereby.
- 15.0. Amendment.** No consent, modification, or change of terms of this Agreement may bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, will be effective only in specific instances and for the specific purpose given.
- 16.0. Attorney's Fees.** In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the prevailing party will be entitled to an award of reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

- 17.0. **Governing Law.** The provisions of this Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Curry County or the U. S. District Court in Medford.
- 18.0. **Complete Agreement.** This Agreement and the attached exhibits, constitute the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
- 19.0. **Acknowledgment.** Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date herein above first written.

**PORT OF BROOKINGS HARBOR
BOARD OF COMMISSIONERS**

**CONTRACTOR:
EMC-Engineers/Scientists, LLC**

By: Richard Heap, President

By: _____
Name: J.A. Akin, PE
Its: Managing Member

ATTEST:

Sharon Hartung, Secretary / Treasurer

STANDARD CONTRACT PROVISIONS
EMC-Engineers/Scientists, LLC, Environmental, Civil & Structural Engineering

Price Structure Effective January 1, 2019

Project Number 17-0035

1.1 CONTRACTUAL RELATIONSHIP. In performing the services under this Agreement, ENGINEER (EMC-Engineers/Scientists, LLC) shall operate as, and have the status of, an independent contractor and shall not act as or be an employee of Client (Port of Brookings Harbor). ENGINEER will be solely responsible for determining the means and methods for performing the consulting services described in Section 1.2, Scope of Services.

1.2 SCOPE OF SERVICES. ENGINEER agrees to perform for CLIENT the following consulting services (hereinafter the "Work"): Assist in FEMA and other government (federal, state and local) funding application, including design and technical aspects, and other work as decided by the Port Manager. This may include preliminary designs, assessments and other duties that are elements of sought-for funding, and include various projects described as landslide and slope stability, dock systems, dredging, concrete pad and receiving docks, including elevation and plan siting, fill specs, RFP and contractor selection; drawing specification and review; slope determination and stability assurance; on-site project management and final inspections. Time will be charged for one engineer, and includes travel, communications with construction professionals, and with the client, and report letter summarizing findings. This agreement is put forth as a service agreement, the budget and extent of which will be as determined by Port Management as is needed. This contract is limited to 4999 hrs, beginning 1/01/2019. Budget and extent does not include authorized subcontractors (e.g CAD, sampling, surveying or laboratory services).

1.3 COMPENSATION AND PAYMENT. As full consideration for the performance of the Work described herein, CLIENT shall not pay ENGINEER the compensation provided for in the ENGINEER'S STANDARD FEE SCHEDULE attached hereto. Hourly rates will be reduced to \$100/hr for project engineering, and to \$100/hr. for design engineering, due to the long-standing relationship between EMC and the Port of Brookings Harbor. January 1 of each subsequent year, ENGINEER'S updated Schedule of Charges will apply for work performed after that date. Fees and other charges will be billed either monthly or twice monthly, depending on the nature of the Work, as the Work progresses. CLIENT shall pay the full amount of the invoice.

1.4 PROFESSIONAL RESPONSIBILITY. CLIENT recognizes the inherent risks connected with construction of any kind. ENGINEER represents the Work shall be performed within the limits prescribed by CLIENT, with the usual thoroughness and competence of the profession. In performing our professional services, ENGINEER will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of our profession practicing in the same or similar locality. No other warranty or representation, either expressed or implied, is included or intended in any proposals, contracts, opinions, or reports. CLIENT agrees to indemnify and hold ENGINEER harmless of all liability, claims and demands (including without limitation any third party claims) for damages, cost of defense or expense. This indemnification shall apply to all claims and demands arising out of or in any manner connected with or related to performance of the Agreement, including but not limited to those claims and demands arising from personal injuries, including disease and death, property loss or damage, injuries to others (including personnel of CLIENT, ENGINEER or subcontractors performing work hereunder) regardless of cause and against all claims brought by third parties as well as CLIENT. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER and ENGINEER'S officers, directors, partners, employees, agents and ENGINEER'S Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Agreement or to the work done for CLIENT by ENGINEER from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER'S officers, directors, partners, employees, agents or ENGINEER'S Consultants or any of them, shall not exceed the total compensation received by ENGINEER under this Agreement. ENGINEER shall not be liable to CLIENT for special, incidental, consequential, or penal losses or damages (including but not limited to lost profits and/or loss of use of the project that is the subject of this Agreement) even if ENGINEER has been advised of the possibility of such damage. Such limitation shall apply to all actions of any character, whether in law or equity and whether sounding in contract, indemnity, contribution, warranty, tort, design defect, or otherwise.

1.5 OWNERSHIP OF DOCUMENTS. All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse, without written verification or adaptation by ENGINEER for the specific purpose intended, will be at CLIENT'S sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S independent professional associates or consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER'S independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

1.6 INFORMATION PROVIDED BY OTHERS. CLIENT shall provide ENGINEER such information as is available to CLIENT with respect to the Work, and ENGINEER shall be entitled to rely on the accuracy and completeness thereof. CLIENT recognizes it is not possible for ENGINEER to insure the accuracy, completeness, and sufficiency of such information if ENGINEER was not retained to verify the information CLIENT is providing. Accordingly, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER, its officers, agents, and employees harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by CLIENT TO ENGINEER.

1.7 NOTICES. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service a) when served personally to the party to whom notice is to be given, or b) on the second day after mailing if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed to the respective addresses of the parties set forth in this Agreement. For ENGINEER, notices shall be to the attention of Jack Akin, P.E.

1.8 SUCCESSORS AND ASSIGNS. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by Section 1.5 the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the other partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party.

1.10 CONFIDENTIALITY. ENGINEER shall not release information regarding the Work for the CLIENT, except for information that is a) in the public domain, b) in ENGINEER'S possession at the time this Agreement is signed, or c) provided by third parties, to any person other than CLIENT'S Authorized Representatives. CLIENT shall not release information regarding budgetary data, scope of work, and approach contained in ENGINEER'S proposal or Work Order to any person other than CLIENT'S Authorized Representatives.

105

STANDARD CONTRACT PROVISIONS

EMC-Engineers/Scientists, LLC, Environmental, Civil & Structural Engineering

Price Structure Effective January 1, 2019

Project Number 17-0035

1.11 OPINIONS OF COST. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator. ENGINEER'S services to modify the Contract Documents to bring the Construction Cost within any limitation established by CLIENT will be considered Additional Services and will be paid for by CLIENT.

1.12 TERMINATION. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses. If Agreement is signed but CLIENT terminates the Agreement before ENGINEER begins work on the Project, a fee of up to \$300 may be assessed.

1.13 CONTROLLING LAW. The laws of the State of Oregon will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

1.14 DISPUTE RESOLUTION. All claims, disputes, and other matters in controversy between ENGINEER and CLIENT, arising out of, or in any way related to this contract, will be submitted to mediation or another alternative dispute resolution procedure before, and as a condition precedent to, judicial action, or other remedies provided by law. The limitation and indemnification shall also be effective in such mediation. In the event that a claim is made against ENGINEER for any alleged error, omission or other professional act arising out of the performance of ENGINEER'S services, and CLIENT fails to prove such claim or prevail in such adversary proceeding, CLIENT will pay ENGINEER all expenses incurred by ENGINEER in defending such claim, including, but not limited to, reasonable attorney's fees, witness fees, and reasonable charges at current billing rates for time devoted by ENGINEER'S personnel and related consultants. CLIENT agrees that for the purposes of this Agreement, it has failed to prove its claim when the judgement in litigation is for the sum of money less than that sum offered by ENGINEER to resolve that matter without litigation.

1.15 FORCE MAJEURE. CLIENT or ENGINEER shall be excused for any delays in the performance of this Agreement unavoidably caused by the act of the other, the act of any agent of the other, the acts of any governmental authority, public enemy, God, the elements, strikes or walkouts, or any other causes reasonably beyond that party's control. Each party shall use reasonable diligence to avoid any such delay and shall resume performance under this Agreement as promptly as possible.

1.16 NO WAIVER. The failure of either party to insist on strict performance of the terms hereunder shall not be deemed as a waiver of any rights or remedies that such party may have for any subsequent breach, default, or non-performance and either party's right to insist on strict performance of this Agreement.

1.17 AMENDMENT. This Agreement may be amended by mutual consent of the Parties. Any amendments shall be in writing and signed by both Parties.

1.18 SEVERABILITY. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or part thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

1.19 ATTORNEY'S FEES. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

1.20 ENTIRE AGREEMENT. This Agreement, and any exhibits, schedules or addenda hereto, constitutes the entire agreement between CLIENT and ENGINEER. It supersedes all prior or contemporaneous communications, representations, or agreements whether oral or written, with respect to the subject matter thereof, and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby. All provisions shall survive termination or completion of Work under this Agreement. In the event of any inconsistency between the text of this Agreement and other documents incorporated by reference, the text of this Agreement shall prevail.

1.21 WARRANTY OF AUTHORIZATION. The person signing this and any related document(s) and accepting this proposal warrants that he/she has authority as, or on behalf of, the CLIENT, Owner, Partnership, Trust, Corporation or other entity for whom or for whose benefit the ENGINEER would render service, to enter into this legally binding Agreement. Said person agrees that he/she is personally liable for all breaches of the Agreement and that in any action against him/her for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

STANDARD CONTRACT PROVISIONS
EMC-Engineers/Scientists, LLC, Environmental, Civil & Structural Engineering

Price Structure Effective January 1, 2019

Project Number 17-0035

STANDARD FEE SCHEDULE

SCHEDULE OF CHARGES - Compensation to EMC. ("ENGINEER") for our professional services is based upon the conditions set forth below. Our schedule of charges is reviewed and modified at the beginning of each year, or when otherwise dictated by inflationary changes. Unless other arrangements have been made, charges for all work, including continuing projects initiated in the prior year will be based on the latest schedule of charges. Changes within a calendar year will not be made on a project in progress without prior notification. Labor rates include all fringe benefits & burden.

Principal Engineer	\$ 140/hr
Principal Environmental/Biochemical Engineer	\$ 140/hr
Project Manager	\$ 105/hr
Project Engineer	\$ 100/hr
Registered Geologist	\$ 95/hr
Environmental Management/Haz-Mat Planner	\$ 95/hr
Inspector	\$ 90/hr
Design Engineer	\$ 85/hr
Engineering Technician	\$ 90/hr
CADD Technician	\$ 85/hr
Clerical	\$ 80/hr
Legal Testimony and Preparation (min. 4 hours)	\$ 36/hr
Out of Town Subsistence & Travel	\$ 250/hr
Reproduction Costs – Photocopies	Cost plus 15%
Reproduction Costs – Faxes	\$.15/page
Vehicles	\$.75/page
Outside Consultants/Technicians, subcontractors, and expenses	\$.50/mile
Equipment Charges	Cost plus 15%
Communication Charges (Long Distance & Cellular)	Per Quote
Blueprints/Plots	Cost plus 15%
Mylars	\$1.50/sheet
Misc. Expenses (materials/supplies/contracts with outside sources)	Cost plus 15%

- NOTES: 1. Site visits – a minimum of 1 hour will be charged for each. Review of field data and consultation by staff will be charged according to hourly rates listed above.
 2. Overtime rates of 1.5 times the regular rate will be charged for overtime hours if project's requirements make overtime work necessary.
 3. Portal to portal travel will be charged at the above hourly rates.

I hereby understand and agree to these freely negotiated terms and am authorized to accept the above Standard Contract Provisions and Standard Fee Schedule as well as the Contract Agreement attached hereto and incorporated herein by this reference.

J. A. Akin

January 1st, 2019

 Print ENGINEER's Name

 Date


 Signature

Jack (John) Akin, MS, PE, IC, HMS, ABI (ENGINEER)

 Print Name and Title

Port of Brookings Harbor

January 1st, 2019

 Print Client/Company Name

 Date

 Signature

Gary Dehlinger/Port Manager

 Print Name and Title

ACTION ITEM – F

DATE: September 21, 2021
RE: Rogue Credit Union Lease Renewal
TO: Honorable Board President and District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Rogue Credit Union requested to extend the lease for another 3-years for the ATM next to the Port Office.
- The amendment is necessary to confirm the renewal with the Port and waive the 90-day notice renewal requirement.
- Port legal counsel reviewed Amendment No. 1.

DOCUMENTS

- Draft Commercial Lease Agreement Amendment No. 1, 1 page

COMMISSIONERS ACTIONS

- **Recommended Motion:**
Motion to approve Rogue Credit Union draft Commercial Lease Agreement Amendment No. 1.

**COMMERCIAL LEASE AGREEMENT
AMENDMENT NO. 1**

This lease amendment ("Amendment") is entered into by and between the Port of Brookings Harbor ("Landlord") and Rogue Credit Union, an Oregon State chartered credit union headquartered in Medford, Oregon ("Tenant") to amend the terms of the commercial lease dated August 1, 2018 ("Lease").

1. WAIVER. Landlord waives Tenant's default for failing to provide at least 90 days' advance written notice of Tenant's intent to exercise its option to extend the Lease term for an additional three years as required by the Lease. This is not an express or implied waiver of Tenant's obligation to fulfill the same Lease provision in the future or any other Lease provision during the term of the Lease.

2. TERM. The waiver of the default by Landlord results in a three-year extension to the term of the Lease for the period August 1, 2021 through July 31, 2024.

3. OTHER TERMS AND CONDITIONS. All other terms and conditions of the original Lease agreement, which includes the terms of the agreement dated August 1, 2018 between the parties regarding lease terms, remain in full force and effect and remain unaffected hereby.

4. EFFECTIVE DATE. This Amendment shall be effective as of August 1, 2021.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date last below written at Curry County, Oregon.

Port of Brookings Harbor, Landlord	ROGUE CREDIT UNION, Tenant
Dated: _____	Dated: _____
By: _____ Richard Heap, Board President	By: _____
ATTEST:	Name: _____
_____ Sharon Hartung, Board Secretary / Treasurer	Title: _____

ACTION ITEM – G

DATE: September 21, 2021
RE: Boatyard Wash Water System Procurement
TO: Honorable Board President and District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- The current boat yard pressure wash water is used for dust control per our DEQ Stormwater Pollution Control Plan. The wash water is pumped out of the sump into a tank and then disbursed on the ground for dust control.
- Port staff is looking to improve the handling of the wash water and improving a cleaner environment. We asked Jack Akin/EMC Engineers / Scientists to provide his recommendations.
- Jack looked at a number of different options. There are a lot of claims out there, and many require a good deal of maintenance and management, and get quite costly.
- Jack says this system is of the type that takes a pretty simple approach, and its modular, so we can add more filtering if necessary. He thinks it matches the Port's needs, and is priced right.
- This system would filter the used water and then be released back into the existing storm drain.
- The Port would need to install additional plumbing from the sump to the new filtering system and back into the storm drain. We would also like to enclose the filtering system to protect it from the weather. The enclosure would probably be a mini metal storage container. We would expect the total cost not to exceed \$25,000.
- Estimated annual maintenance (replacing filters and cleaning with labor) is \$750.

DOCUMENTS

- EMC Engineers / Scientists Boatyard Washwater Recommendations, 4 pages

COMMISSIONERS ACTIONS

- **Recommended Motion:**
Motion to approve the purchase of new wash water filtering system and to install the new system not to exceed \$25,000 for the boat yard.



Grants Pass * Jacksonville * Medford, OR

GP Office: 1867 Williams Hwy., Suite 216, Grants Pass, OR, 97527

Jville Office: 450 Conestoga Dr., Jacksonville, OR, 97530

Ph: 541-474-9434 * Cell: 541-261-9929 * Fax 541-727-5488

emc@emcengineersscientists.com; <http://www.emcengineersscientists.com>

- Engineers/Scientists, LLC

8/09/21

Gary Dehlinger
Port Manager
Port of Brookings Harbor
Brookings, OR 97477

Boatyard Washwater Recommendations

So we are looking at the WR-2020 wash water recycling system, a 20 gallon per minute system, with 150 gallon oil/water/solid separator.

If you look on the attached pdf document entitled "Hot and Mighty Mobile" you can see a list of what is provided in the system being purchased. The price given is \$12,210, and I would suggest you add the \$2600 for the fabricated forklift-able platform. Actual shipping cost will probably be about \$1000. That would be determined after the amount of steel framing would be needed for total weight.

This tank is of "aircraft aluminum", which could be any grade from 2024 to 7075. The higher grades are more corrosive resistant. Some (apparently including some of their coastal customers) think that medium - high grade aluminum is better than stainless steel for coastal applications. We could elect to get this in stainless at a higher cost, and higher shipping as well (since stainless is about three times the weight of aluminum). I am still inquiring about the aluminum.

A couple of website addresses to help conceptualize how the thing works are at

<https://www.youtube.com/watch?app=desktop&v=GrFa8rb2314> and
<https://www.youtube.com/watch?v=gWiiRsonRuQ>

The first video shows some float tests without the filters and the second shows it with the filter packs in place. The system is usable for those that want to recycle their water, primarily in areas where water conservation is of considerable concern. Not so at Brookings.

The washwater is pumped from the existing catch basin/holding tank into the inlet tank of the system. Solids are separated there via waterfall/weir, the then the washwater water falls into the main tank that contains the filters. From there the water falls into the "product tank", the last tank, and, when the level switch is activated, the washwater is pumped to the multimedia filter (the black, shorter, wider filter).



EMC

Grants Pass * Jacksonville * Medford, OR

GP Office: 1867 Williams Hwy., Suite 216, Grants Pass, OR, 97527

Jville Office: 450 Conestoga Dr., Jacksonville, OR, 97530

Ph: 541-474-9434 * Cell: 541-261-9929 * Fax 541-727-5488

emc@emcengineersscientists.com; <http://www.emcengineersscientists.com>

- Engineers/Scientists, LLC

I am recommending sand/gravel to be the multimedia, since we are just using this for boat washing. From that tank we deliver the finished water to stormwater. No recycling. The skinny blue filter tank is a backwash filter (sock filter inside), which is used to backwash the multimedia filter once in a while. Probably not going to be necessary but once a year or so. There is a pressure gage on the multimedia filter indicating to run or clean.

We want to have wastewater go straight through from the holding tank from the catch basin, into the system, and then back out to stormwater.

I would suggest we put this initial system in, take a few samples during boatwashing times. and then, if we still want to improve the water quality, we can add some more filters. For example, if we found that we had there were some volatiles n the water (not likely), we could elect to hook up a carbon filter.

As far as maintenance is concerned, the filter packs are exchangeable, and, with amount of user I expect an annual change of some filters, at the most.

I'm not sure how much the inlet chamber (skinny little first tank) has to be cleaned out, but when you do need to clean it, you would probably just shop vac it, I'm figuring.

So going with a base system, and deciding if that's enough... an iterative process, is probably the simplest, cleanest and least expensive way to go.

Sincerely

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



HOT AND MIGHTY

MOBILE CLEANING SYSTEMS

Jack Akin
541-261-9929
emc@emcengineersscientists.com

March 4, 2021

We are pleased to quote the following:

Quote: 030421

WR-2020 Wash Water Recycling System- 20GPM to 20 Microns

- All Aluminum 150 Gallon Oil/Water/Solids Separator With Sloping Sides For Solids Filtration
- Coalescing Grid Pack To Catch Oil And Suspended Solids (*Pull Out And Clean Instead Of Replace*)
- Innovative Design To Handle Larger Dirt Loads Prior To Cleaning
- Easy Clean Out Ports With Shut-Offs On The Bottom Of The Oil Harvester
- Flow Meter For Adjusting System Flow Rates
- Low Water Shut-Off Controls
- (2) 150 Square FT Cartridge Filters
- Backwash Capable Multi-Media Filter With Back Wash Pump (Sand/ Carbon)
- Back Wash Bag Filter (used to back wash media instead of throwing it out)
- Cartridge Filter Housing To Be Fitted With Auto-Bleeder Valves
- Replacement Filters
- Pressure gauges to indicate need to clean
- Transfer pump to keep wqater moving through system

Contractor Price: \$12,210.00

We can fabricate a fokliftable platform for the enbtire system if needed: Add \$2,600.00

Customer pays freight from 46614

NOTE: Estimated lead time of 3-4 weeks after receipt of payment.

ACCEPTANCE OF QUOTATION

PURCHASE TERMS: Payment due at time of order.

By Customer: Taxes Where Applicable Including Goods & Services Tax: This Quotation Is Good For 45 Days

The Written Specifications, Prices And Conditions Are Satisfactory And Are Hereby Accepted.

Payments Can Be Made Via: Wire Transfer, Check, Money Order, Cash Or Credit Card. Customers Are Responsible For 3% Credit Card Transaction Fee Accrued During Credit Card Processing. No Returns On Custom Equipment

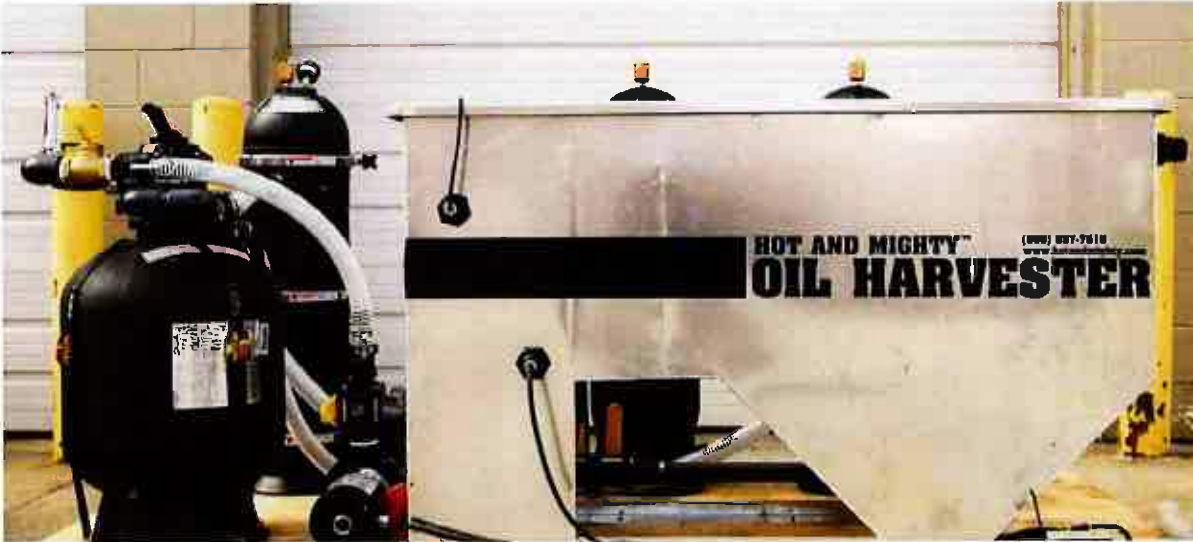
SIGNATURE _____ DATE _____

23146 W. Ireland Rd. *er* South Bend, IN. 46614 *er* Phone (574) 233-9111

A Division of T. George Podell & Co., Inc. Since 1975

HOT AND MIGHTY

MOBILE CLEANING SYSTEMS



*System shown on 4' x 8' wood pallet for shipping. System is customizable based on space requirements.

<https://www.hotandmightydirect.com/products/pressure-washer-recycling-oil-harvester-oil-water-solids-seperator>

<https://www.hotandmightydirect.com/products/mdl-2020-pressure-washer-recycling-system>

23146 W. Ireland Rd. *or* South Bend, IN. 46614 *or* Phone (574) 233-9111

A Division of T. George Podell & Co., Inc. Since 1975

ACTION ITEM – H

DATE: September 21, 2021
RE: Port Security Cameras
TO: Honorable Board President and District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Earlier this year Oregon Alarm was selected and installed the initial security camera system and five cameras throughout the Port property.
- We had discussed adding forty more cameras for this next phase to get most of the Port covered with cameras. After reviewing the possibility of matching funds for the wastewater treatment plant, we feel it would be better to install fewer cameras now.
- There will be some Port work purchasing materials for camera stands and providing power similar to the previous installation.
- SDAO Safety & Security Grant that is currently accepting grants could pay up to \$10,000 towards these new cameras.

DOCUMENTS

- Oregon Alarm Estimate, 1 page
- Proposed Camera Locations, 1 page

COMMISSIONERS ACTIONS

- **Recommended Motion:**
Motion to approve the purchase of new security cameras and installation from Oregon Alarm. Approve the Port to purchase various materials to complete the installation not-to-exceed \$35,000. Apply for SDAO Safety & Security Grant and authorize Port Manager to sign documents for the grant.



ESTIMATE

Project Title: Video Surveillance System Expansion
(As Built)

P.O. Number: N/A

Estimate Number: 62515-8

Terms: COD

Date: 8/17/21

Port of Brookings Harbor
Gary Dehlinger
16330 Lower Harbor Rd.
Brookings, OR 97415
541-469-2218 (Office)
541-254-4162 (Gary Cell)
541-291-7380 (Travis Cell)
portmanager@portofbrookingsharbor.com

Description	Quantity	Unit Price	Total
Hikvision Commercial Multi Sensor PanoVu 20MP 360 Degree IP Camera (4 VF Lenses)	50	\$1,990.00	\$9,950.00
Hikvision Commercial 4K Bullet Camera (8MP) With Long Range IR & H265 High Compression	20	\$545.00	\$2,180.00 10,900
Ubiquiti 5GHZ AC Ethernet Access point (New Long Range Model)	5	\$290.00	\$1,450.00
Kralroy 12X12X6 NEMA Plastic Enclosure	5	\$75.00	\$375.00
Hikvision PTZ Mounting Bracket (Cast Aluminum)	5	\$130.00	\$650.00
Hikvision Pole Mounting Bracket for PTZ Mounting Bracket/Nema Box (With SS Clamps)	1	\$90.00	\$90.00
Hikvision 5 Port POE+ Ethernet Switch	1	\$170.00	\$170.00
WD Purple 6TB HDD	1	\$390.00	\$390.00
Miscellaneous Installation Materials: Fittings, Plugs, Hardware, Wire, Conduit, Etc. (When Needed)			\$220.00
Installation, Set Up, Programming, Etc.	24	\$260.00	\$6,240.00
Trip Charge (Port to Port)	3	\$420.00	\$1,260.00

Project Total \$22,975.00

***Client to provide all electrical requirements for camera locations at light poles, buildings, Etc.

Proposed Camera Locations



Three Single Cameras (90-degree view per camera).



Single Camera – 90-degree view looking back towards Basin 2 and the other overseeing the Public Hoist.

ACTION ITEM – I

DATE: September 21, 2021
RE: Zola's on the Water Parking and Traffic Plan
TO: Honorable Board President and District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- OSMB, Port Board and staff have reviewed parking and traffic around Zola's on the Water. Port Board approved removing parking along the private property building, creating one-way traffic for parking along Zola's on the Water. With continued parking issues at the boat launch parking lot and congestion between the buildings, more discussion took place to modify the traffic and parking pattern.
- Staff has talked to Eian with Zola's on the Water and the private owner multiple times regarding proposed changes. Eian prefers to leave the parking and traffic between the buildings. The private owner has shown interest working with the Port.

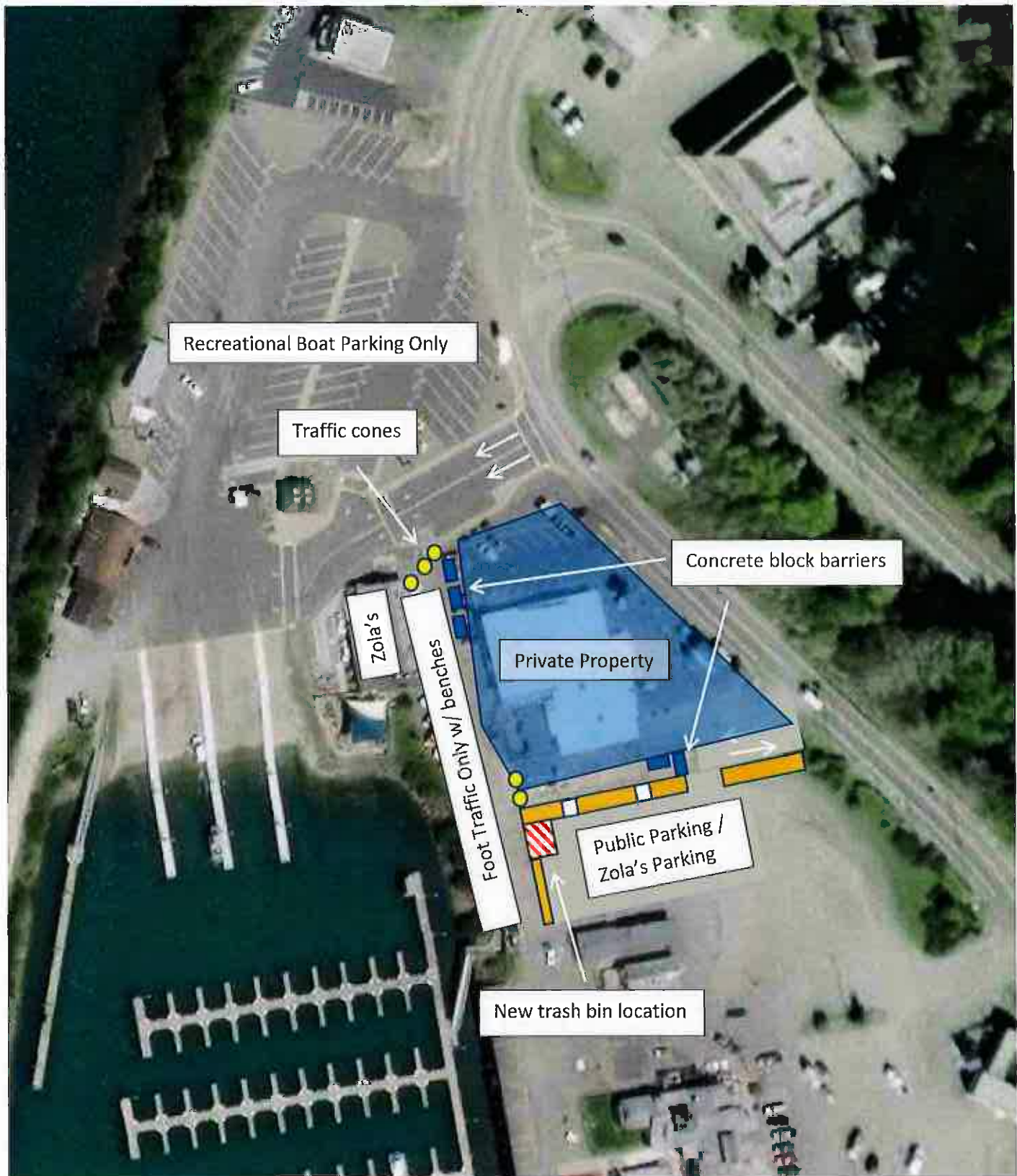
DOCUMENTS

- Parking and Traffic Plan – Option 2, Creating Foot Traffic Only, 1 page
- Parking and Traffic Plan – Option 3, Modified Parking Plan, 1 page

COMMISSIONERS ACTIONS

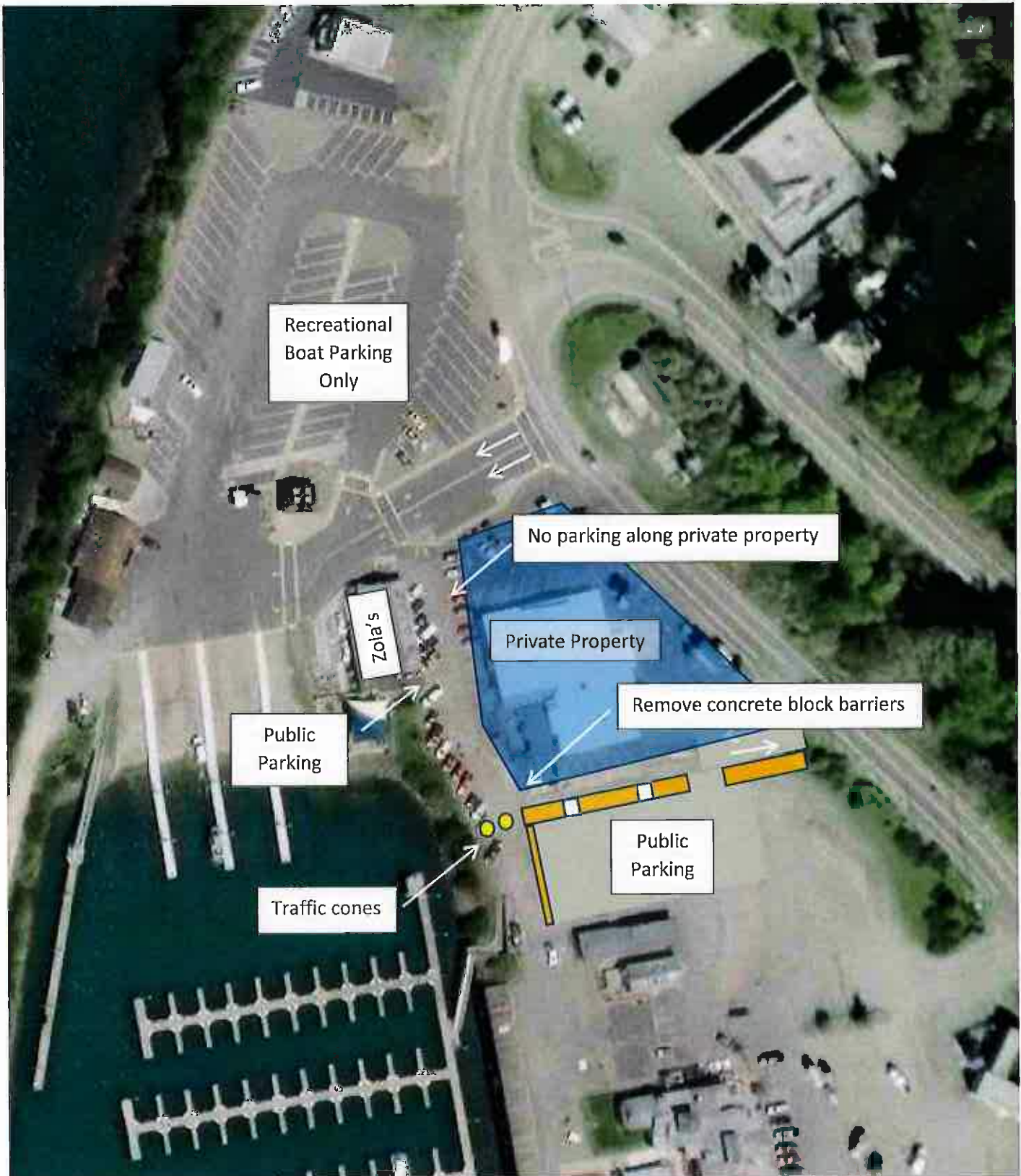
- **Recommended Motion Option 1 (No Change):**
Motion to leave parking and traffic pattern as it currently stands.
- **Recommended Motion Option 2 (Foot Traffic Only):**
Motion to approve removing public traffic between Zola's and private property. Repair asphalt as needed and create pedestrian traffic area with benches for outdoor eating or sitting.
- **Recommended Motion Option 3 (Modified Parking Plan):**
Motion to approve removing parking along the private property side. Repair asphalt, sealcoat and restripe parking along Zola's on the Water. Request private owner to remove concrete blocks on the south side of the property.

Zola's Traffic & Parking – Option 2 Foot Traffic Only



- Eliminate all parking between buildings by installing traffic cones and both ends and placing concrete barriers.
- Keep accessible parking stall available next to Zola's main entrance.
- Remove two parking stalls and place trash bins.
- Add Zola's parking signs at boat launch parking entrance directing traffic to public parking lot.
- Create walking paths across rock island.

Zola's Traffic & Parking – Option 3 Modified Parking



- Remove parking along private property.
- Request private owner to remove concrete blocks to provide two-way traffic.
- Repair and sealcoat asphalt as needed.
- Restripe parking stalls along Zola's on the Water to allow for two-way traffic parking.
- Create walking paths across rock island.

ACTION ITEM – J

DATE: September 21, 2021
RE: Public Dock Hoist Waiver Form
TO: Honorable Board President and District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Pacific Seafood lease ends October 31, 2021 on the steel wall. This dock space was used as the Port's public hoist until Pacific Seafood dock broke in 2016.
- Pacific Seafood has other dock space available for their operations. The Port has requested the steel wall space be returned to the Port for the public hoist.
- Pacific Seafood is continuing to work on changing the unloading permit locations and may need a month or two longer to complete the change.
- Once Pacific Seafood moves off the dock area, the Port would begin renting out the dock hoist to customers wishing the use the hoist. Staff recommends renting the hoist at \$35 per hour. Port staff would not be operating the hoist. The boat owner/operator/unloader would be responsible operator of the hoist and be required to sign a waiver prior to the use of the hoist. Any damage by the operator, the signer of the waiver, would be responsible for any repair costs.

DOCUMENTS

- Draft Public Dock Hoist Waiver Form, 1 page

COMMISSIONERS ACTIONS

- **Recommended Motion:**
Motion to approve the public dock hoist rate at \$35 per hour and approve the draft public dock hoist waiver form. Rescind Board approval using any floating docks and ramps for commercial unloading once the public hoist is in operation.



Port of Brookings Harbor

16330 Lower Harbor Road / PO Box 848
Brookings, Oregon 97415
Phone (541) 469-2218
Fax (541) 359-3999
www.portofbrookingsharbor.com

Board of Commissioners

Richard Heap, President
Joseph Speirs, Vice-President
Sharon Hartung, Secretary/Treasurer
Kenneth Range
Larry Jonas

Public Dock Hoist Use Agreement & Release

USER INFORMATION:

Owner/Operator/Unloader ("Licensee"): _____ Phone: (____) ____ -- _____

Mailing Address: _____

Name of Vessel & Doc/Res Number: _____

GENERAL TERMS AND CONDITIONS:

PORT ORDINANCES: This Agreement is subject to the Port of Brookings Harbor ordinances.

PORT RESPONSIBILITY: The Port of Brookings Harbor ("Port") is responsible for a functioning 600-pound maximum capacity dock hoist.

OWNER/OPERATOR/UNLOADER RESPONSIBILITY: The Owner/Operator/Unloader ("Licensee") is responsible for the use of the dock hoist.

ASSUMPTION OF RISK: Licensee acknowledges full responsibility and agrees to make no claim for any damages whatsoever, but rather assumes the sole risk for himself/herself. For all claims, demand, suits, actions and proceedings against the Port, of every kind of nature, including without limitation, those sounding in contract or tort or for the breach of warranty, the laws of the State of Oregon shall be, without exception or limitation, binding and controlling law, and damages shall not exceed the amount set forth in the Oregon Tort Claims Act. Any and all suits, actions and proceedings, of every kind and nature whatsoever, against the Port shall be filed and maintained exclusively in the Circuit or District Court, as appropriate, of the State of Oregon, for the County of Curry.

ATTORNEY'S FEES: If suit or action is instituted in connection with any controversy arising out of a haul out, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.

HOLD HARMLESS: The Port does not accept vessels or personal property for storage and accepts no responsibility or liability for the safe keeping thereof, including, loss of any kind, theft or damage of any kind or cause. Licensee is fully responsible for the care and safety of the vessel, its contents and for himself/herself, his/her family, his/her employees or invitees to the Port's premises and agrees to hold the Port harmless and free from claim for any damages, injury or loss resulting from the acts or failure to act of Licensee, his/her family, his/her employees or invitees. Licensee hereby releases the Port, its officers, directors, Port Manager, employees, and agents from any and all liability of responsibility arising from Licensee's use of the dock hoist. Licensee agrees to indemnify and save harmless the Port, its officers, directors, Port Manager, employees, and agents with respect to any and all claims for damage to property or for injury to any persons that may arise as a result of the use of the dock hoist.

ENVIRONMENTAL LAWS: All applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this Agreement are by reference incorporated herein to the same force and affect as if set forth herein in full.

RULES AND REGULATIONS: Licensee agrees to comply at all times with any and all Rules and Regulations promulgated by any Federal, State, Local government authority or this Port. Further, Licensee agrees to abide by special requests made in the interests of public or vessel safety by Port Manager or his/her designee. It is the Licensee's responsibility to stay abreast of all rules and regulations concerning vessel use and the use of Port facilities. A copy of the Port's Ordinance is available from the Port Office or website.

ACCEPTANCE OF PREMISES: Licensee acknowledges he/she has inspected the premises for use under this Agreement and accepts them in their present "AS-IS" condition. Licensee agrees to keep the premises neat, clean, free of hazardous or flammable materials and to preserve the dock space in as good condition and repair as is now or may be put hereafter by the Port. Clean-up fees will be charged for each man-hour at established rates. Equipment charges and disposal or any material are extra.

SCHEDULING: Port dock hoist will be used during normal Port business hours unless approved by the Port Manager or his/her designee.

PAYMENT: The Licensee agrees to pay in full to the Port of Brookings Harbor the time used in 30-minute increments. Time used over 30-minutes is rounded up to one-hour. Past due accounts will be assessed a late charge of 1.5% per month (18% per annum). In the event, suit or action is instituted to collect any amount owed on this account, Licensee agrees to pay any reasonable attorney fees, collection agency fees and any other costs associated with such action. Failure to pay for charges or misuse of Port facilities may result in relinquishing all privileges or access to facilities and service of the Port of Brookings Harbor.

BINDING EFFECT: This agreement is binding upon the assignees, heirs, and successors of Licensee.

I AGREE TO THE TERMS AND CONDITIONS ATTACHED TO THIS DOCUMENT:

USER ("Licensee"): _____
Signature _____ Print Name _____ Date _____

FOR PORT USE ONLY:

DATE OF USE: _____ TIME OUT: _____ TIME IN: _____ PORT INITIALS: _____

122

ACTION ITEM – K

DATE: September 21, 2021
RE: Donating Digital Fish Scales
TO: Honorable Board President and District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Curry Anadromous Fishermen is currently using the Port's digital fish scale for their fishing derby. President Richard Heap is requesting the Port to donate the fish scales to Curry Anadromous Fishermen.
- Since the Port is no longer operating events, the digital fish scales are not needed.
- There are two frames that are part of the system which were Port made should go with the scales.
- The estimated donation amount is less than \$500.

DOCUMENTS

- Draft Donation Release Letter, 1 page

COMMISSIONERS ACTIONS

- **Recommended Motion:**
Motion to approve donating two digital fish scales and frames to Curry Anadromous Fishermen and allow the Port Manager to sign the release letter.



Port of Brookings Harbor

16330 Lower Harbor Road / PO Box 848
Brookings, Oregon 97415
Phone (541) 469-2218
Fax (541) 359-3999
www.portofbrookingsharbor.com

Board of Commissioners

Richard Heap, President
Joseph Speirs, Vice-President
Sharon Hartung, Secretary/Treasurer
Kenneth Range
Larry Jonas

To: Curry Anadromous Fishermen
From: Port of Brookings Harbor
Date: September 21, 2021
Re: Donation of Digital Fish Scales & Frames

The Port of Brookings Harbor is the owner of two (2) Digital Fish Scales and two (2) handmade aluminum fish scale frames.

The above equipment is valued at approximately \$500.

Board of Commissioners, with unanimous vote, approved the donation of the equipment to Curry Anadromous Fishermen during the regular commissioner meeting on September 21, 2021.

The Port of Brookings Harbor is donating the digital fish scales and frames to the Curry Anadromous Fishermen, a nonprofit organization, and releases all interest of the digital fish scales and frames with no expressed warranties or liability.

Name (Print & Signature), Curry Anadromous Fishermen

Date

Gary Dehlinger, Port Manager, Port of Brookings Harbor

Date

INFORMATION ITEM – A

DATE: September 21, 2021
RE: RFP FEMA and Wastewater Treatment Plant Engineering
TO: Honorable Board President and District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Due to the costs and time involved with the FEMA and wastewater treatment plant projects, the Port will be issuing two separate Request for Proposals for engineering.
- Port legal is reviewing the RFP's. We anticipate the RFP's to be released late September and process completed by early November.
- Once the RFP process is completed and engineer is selected, the Board will review the contracts for approval.

DOCUMENTS

- None

INFORMATION ITEM – B

DATE: September 21, 2021
RE: Wastewater Treatment Plant Information
TO: Honorable Board President and District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Jack Akin EMC Engineers / Scientists will provide some information on a wastewater treatment plant and answer any questions from the Board or staff.

DOCUMENTS

- Presentation used at DeFazio virtual meeting on August 25, 6 pages

Port of Brookings
Harbor

Wastewater
Treatment Plant





Pacific Seafood Processing Plant

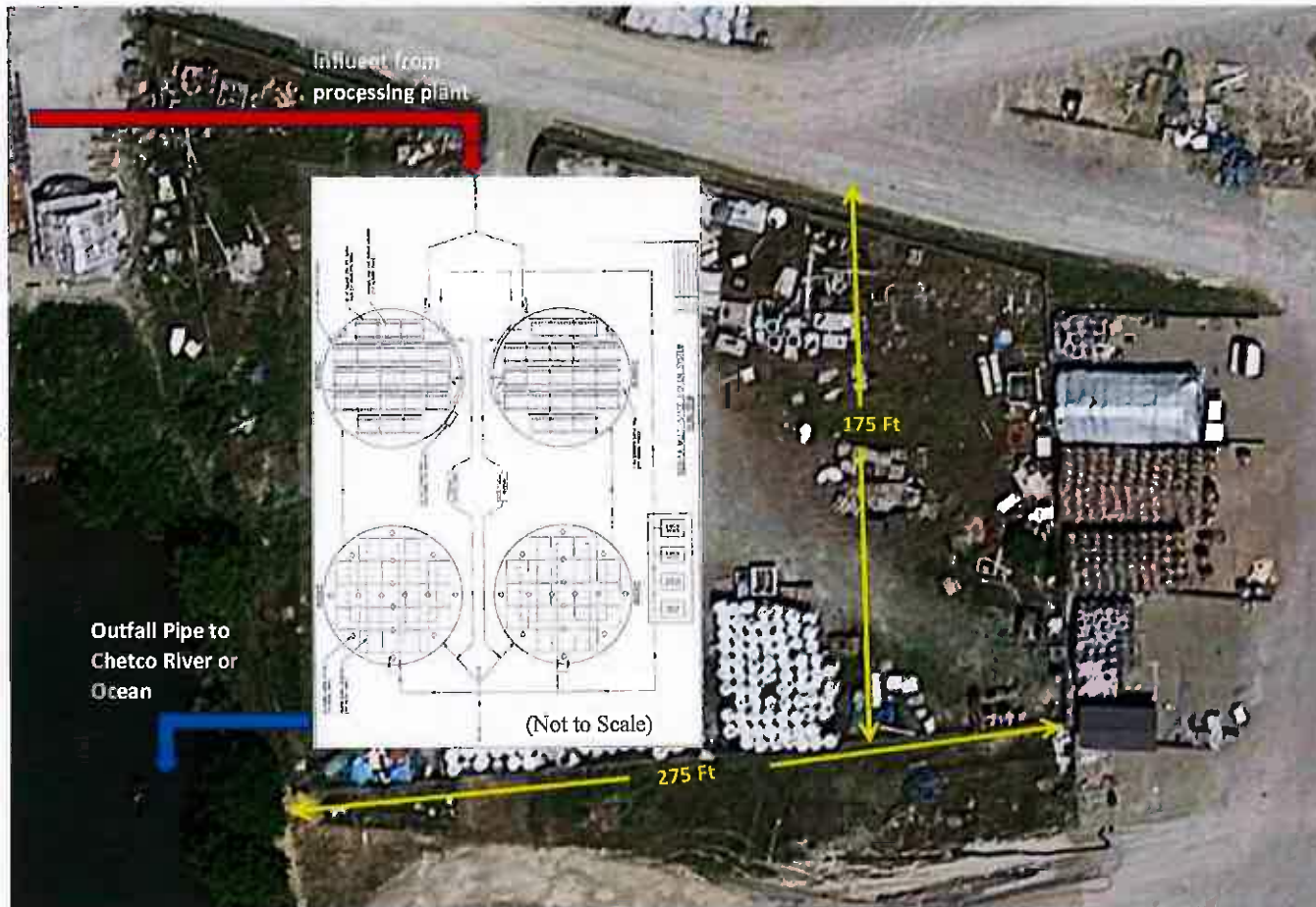


Plant Effluent Mixing with Algae

Port of Brooking Harbor Proposed Wastewater Treatment Site



Port of Brooking Harbor Conceptual Wastewater Treatment Plant





WWTP Proposed Site

- WTTP - Nebula multi-stage biofilm type of system.
- Initial system designed to handle 300-500 thousand gallons per day.
- WWTP designed for future expansion that could handle over 1.5 MGD.
- Plant owned, operated and maintained by Port personnel.
- Backup generator incase of power failure.
- Studying solar power feasibility to offset electric power usage.
- Procurement and construction of the plant completed within one year.
- Permitting could be challenging phase of this project.

INFORMATION ITEM – C

DATE: September 21, 2021
RE: Roy Davis Memorial Dedication
TO: Honorable Board President and District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Roy Davis family will be available on Saturday October 9 at 10am for the memorial dedication.
- Port will place an announcement in the local newspaper and our website for the memorial dedication.

DOCUMENTS

- None