#### PORT OF BROOKINGS HARBOR

# Regular Commission Meeting Wednesday, February 21, 2024 at 2:00pm

#### **Hybrid / Meeting Room**

16350 Lower Harbor Road Suite 202, Harbor OR, 97415

This is a hybrid meeting, which means you can attend in-person at the above address, or you can attend by the following:

Teleconference Call-In Number: Meeting ID: Passcode: 1 (253) 215-8782 833 7146 2484 76242024

Webinar Access:

https://us02web.zoom.us/j/83371462484?pwd=TkZmK1hMUWJKL2RNakpGVGRrUlZqQT09

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.

#### 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  A. Approve Minutes of Regular Commissioner Meeting Wednesday January 17, 2024
4.	<b>PUBLIC COMMENTS</b> – Limited to a maximum of three minutes per person. Comments by teleconference, please email your comments to <a href="mailto:danielle@portofbrookingsharbor.com">danielle@portofbrookingsharbor.com</a> prior to the meeting
5.	MANAGEMENT & FINANCIAL REPORTS / APPROVAL
6.	ACTION ITEMS  A. Harbor Corner Market Lease Agreement
7.	INFORMATION ITEMS  A. FEMA PW-189 Dredging Update. 103  B. Public Meeting Law Training Requirements. 104  C. DEQ 1200Z Stormwater Test Results. 109  D. SDIS Property/Casualty Insurance Services Renewal 121  E. Draft Resolution, Reserve Fund Policy 123  F. Capital Outlay Plan for FY 2024-25 127
8.	COMMISSIONER COMMENTS
9.	NEXT REGULAR MEETING DATE – Wednesday March 20, 2024, at 2:00pm
10.	ADJOURNMENT

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

#### Wednesday, January 17, 2024

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

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

#### 1. CALL MEETING TO ORDER

Commission President Richard Heap called the Regular Meeting of the Port of Brookings Harbor of Commissioners to order at 2:01pm.

#### • Port of Brookings Harbor Commissioners Present:

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

#### • Port of Brookings Harbor Management and Staff:

Travis Webster, Port Manager; April Walker, Office Manager; and Danielle King, Safety/Administrative.

- There were no modifications, additions, or changes to the agenda.
- There were no declarations of potential conflicts of interest.

#### 2. APPROVAL OF AGENDA – Audio time 0:03:32

A motion was made by Jonas and seconded by Hartung to approve the agenda as submitted. The motion passed 3 - 0.

#### 3. APPROVAL OF MEETING MINUTES – Audio time 0:03:48

A. Approve Minutes of Regular Commissioner Meeting Wednesday, December 20, 2023.

A motion was made by Jonas and seconded by Hartung to approve the meeting minutes for December 20, 2023 meeting. The motion passed 3-0.

#### **4. PUBLIC COMMENTS** – Audio time 0:04:08

There were no public comments.

#### 5. MANAGEMENT REPORTS / APPROVAL – Audio time 0:04:15

Webster reported on winter storm damage and clean up measures that happened in the RV Park, maintenance items Port staff completed in the RV Park, maintenance repairs made on N dock and other maintenance repairs throughout the Marina. Port staff rebuilt boardwalk and handrail. Webster continued to report on the FEMA project and what stages have been completed so far, and an update on the Wastewater Treatment Plant phase 2 funding. Heap

gave praise to Webster regarding the accomplishments made in 2023. Hartung asked about RV Park electrical panel lights. King reviewed the Safety, Security & Environmental Report. Board allowed public comment. Walker reviewed the Financial Report. Heap asked about landing fees.

A motion was made by Jonas and seconded by Hartung to approve the Management & Financial Reports as presented. The motion passed 3-0.

#### 6. ACTION ITEMS

**A. Budget Officer** – Audio time 0:18:41

Webster reviewed item with Board.

A motion was made by Hartung and seconded by Jonas to approve April Walker as the Budget Officer for Fiscal Year 2024-2025 budget. The motion passed 3-0.

#### **B.** Resolution 2024-01, IGA with Curry County – Audio time 0:20:25

Webster explained that this is a signed IGA from the County. Board discussed how quick the County has been to respond regarding maintenance on the culvert that recently overflowed into the harbor.

A motion was made by Jonas and seconded by Hartung to approve Resolution 2024-01, Authorizing Intergovernmental Agreement with Curry County. The motion passed 3-0.

#### C. OEM/FEMA Signature Approval – Audio time 0:23:33

Webster explained that FEMA is now enforcing their requirements, and even though they don't have a form they will approve this moving forward.

A motion was made by Hartung and seconded by Jonas to approve Richard Heap, Joe Speir, Sharon Hartung, Larry Jonas and Daniel Fraser to certify and sign any Force Account Summary Report under DR-4432, PW 189, that includes the Port Manager's time. The motion passed 3-0.

#### 7. INFORMATION ITEMS

**A.** Port Economic Impact Study by Business Oregon & University of Oregon – Audio Time 0:26:41

Webster explained that Business Oregon and University of Oregon came together and did an impact study on all Port's up and down the coast. After review, other Ports were not happy with the results, and Business Oregon will be looking at how to tackle this in another way. Heap mentioned some items from the study that he believed were incorrect now., which Webster agreed.

#### **B. FEMA Update** – Audio time 0:31:54

Webster reviewed the timeline of the FEMA PW-189 project. Dredge and trainer will be here in February. Heap asked about an auditor for this project, Walker informed him that

she has been on the hunt for one but hasn't found one yet. Board allowed public comment.

#### C. Atlas Coffee Stand Update – Audio Time 0:38:38

Webster updated the Board with the conversation that he had with Mr. Hazen regarding his lease. Mr. Hazen plans to keep his lease and Port staff are still looking into a mobile food agreement.

#### **D. Boat Yard Layout** – Audio Time 0:40:39

Webster informed the Board that the electrical lines have been located, they are back further than expected. Webster reviewed new building locations. We will now have five 25' x 40' shop buildings that will house our current tenants and may be able to keep Oceanside Suites building. Our FEMA building will be in the corner of the boat yard, to keep us away from our tenants, and a larger area to store other items around it. Board allowed public comment.

#### **8. COMMISSIONER COMMENTS** – Audio time 0:46:53

Commissioner Heap gave an update regarding the upcoming salmon season.

Webster did update the Board regarding the culvert by the boat yard. There was a land slide behind ocean suites that plugged the culvert and overflowed over the road. Driftwood is responsible for the cleanup cost. Webster also informed the Board of the boat launch ramp which is eroding at a high rate of speed.

#### 9. NEXT REGULAR MEETING DATE – Wednesday, February 21, 2024, at 2:00 PM

#### 10. ADJOURNMENT – Audio time 0:55:07

Having no further business, the meeting adjourned at 2:54 pm.

Richard Heap, President	Date Signed	
Sharon Hartung, Secretary/Treasurer	Date Signed	

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

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

#### Wednesday, January 24, 2024

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

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

#### 1. CALL MEETING TO ORDER

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

#### • Port of Brookings Harbor Commissioners Present:

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

#### • Port of Brookings Harbor Management and Staff:

Travis Webster, Port Manager; April Walker, Office Manager; and Danielle King, Safety/Administrative.

- There were no modifications, additions, or changes to the agenda.
- There were no declarations of potential conflicts of interest.

#### 2. APPROVAL OF AGENDA – Audio time 0:01:06

A motion was made by Speir and seconded by Jonas to approve the agenda. The motion passed 3-0.

#### 3. PUBLIC COMMENTS – Audio time 0:01:19

There were no public comments.

#### 4. **EXECUTIVE SESSION per ORS 192.660 (2)(h)** – Audio time 0:01:27

This executive session of the Port of Brookings Harbor Board of Directors is called pursuant to ORS 192.660 (2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Any member of the media that is here may remain. However, the Board will require that any information derived from this meeting may not be disclosed pursuant to ORS 192.660(4).

ORS 192.660 (6) No executive session may be held for the purpose of taking any final action or making any final decision.

Adjourn out of executive session and reconvene into regular session at 10:16am.

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**A. None** – Audio time 0:00:08

#### 6. INFORMATION ITEMS

**A. None** – Audio Time 0:00:11

#### 7. **COMMISSIONER COMMENTS** – Audio time 0:00:13

There were no commissioner comments.

- 8. NEXT REGULAR MEETING DATE Wednesday, February 21, 2024, at 2:00 PM
- **9. ADJOURNMENT** Audio time 0:00:27

Having no further business, the meeting adjourned at 10:17 am.

Richard Heap, President	Date Signed	
Sharon Hartung, Secretary/Treasurer	Date Signed	

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

# MANAGEMENT REPORT

**DATE:** February 21, 2024 **RE:** January 2024

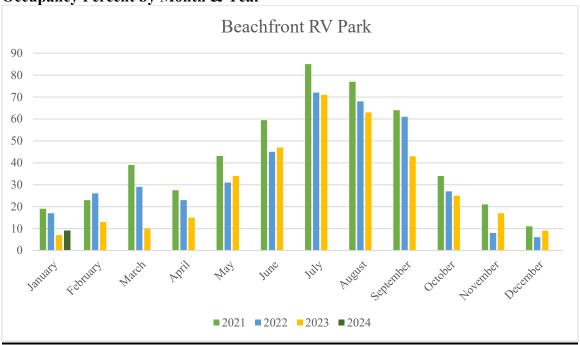
**TO:** Honorable Board President and Harbor District Board Members

**ISSUED BY:** Travis Webster, Port Manager

#### **RV Park**

- RV park began taking July reservations. The 4<sup>th</sup> of July spots are filling up quickly.
- Staff were able to start weed eating and mowing.
- We also are looking at areas of the park that need asphalt repairs.

#### Occupancy Percent by Month & Year

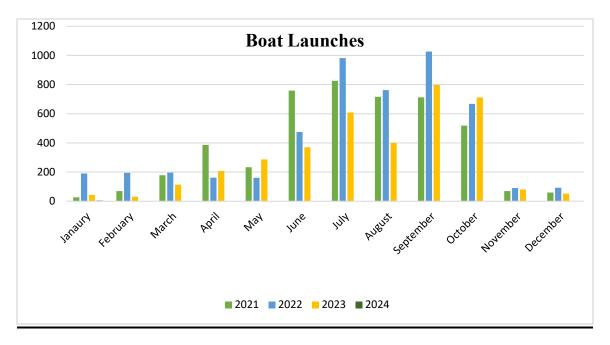


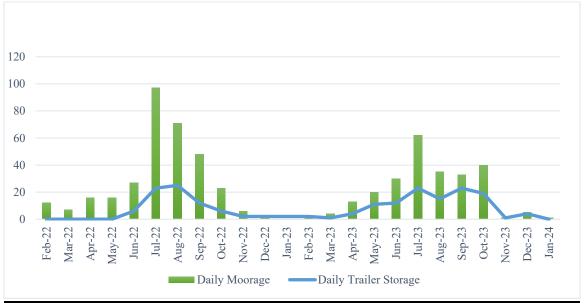
#### **Marina**

- Dock walks and repairs were frequent due to storm surge.
- New dock numbers are starting to be installed.
- Staff have pressure washed E, F, and G docks in Basin 1. Because of the lack of foot traffic and activity on these docks the moss and algae made the docks very slick to walk on. D dock will also need to be done as time allows.
- Customer reported that there was no power at his slip on N-Dock. After further investigation we found the main electrical cord that powers half of the pedestals was damaged and not supplying the proper voltage. A new cord was installed, and vessels returned to their slips.

Management Report Month: January 2024

• EMC was out to look at the launch ramp. The slopes have started to erode and need to be repaired before other infrastructure is impacted. After we receive an engineered fix, we will proceed to an RFP and make a funding plan.





#### **Equipment Services Performed by Port Staff**

#### **Telehandler Work**

	2020	2021	2022	2023	2024
January	2	0	8	3	1
February	6	3	2	2	
March	4	6	5	4	
April	10	5	7	14	
May	3	7	6	7	
June	0	3	4	7	
July	5	0	1	2	
August	4	1	0	0	
September	3	1	2	7	
October	6	5	7	1	
November	9	13	9	9	
December	5	3	2	5	
Totals	57	47	53	61	1

#### **Travel Lift Haul-Outs**

	2020	2021	2022	2023	2024
January	1	0	2	1	2
February	5	1	6	1	
March	5	6	6	1	
April	5	6	7	7	
May	9	5	8	8	
June	15	12	6	7	
July	14	7	8	9	
August	4	7	5	8	
September	6	8	4	4	
October	8	4	11	4	
November	5	12	6	6	
December	1	0	7	4	

Totals 78 68 76 60 2

#### **Commercial Receiving Dock**

- **Public Hoist** Operational
- Hallmark Seafood Operational
- Bornstein Seafood\Fisherman's catch Operational
- Pacific Seafood Operational
- New Pacific Seafood Dock Operational
- Landing totals for hoist leases are due January 31st, 2024. Letter sent.

#### **Commercial Retail Building**

- Staff were able to mow and start removing weeds in the retail area.
- Signs stating "Caution Slippery When Wet" were put throughout the boardwalk area.
- Retail parking lot restriping is now complete.

#### **Maintenance Crew**

• Staff completed **125** work orders for the month of January 2024. See attached work orders for January.

#### **Office Staff**

- 18 moorage renewals.
- Invoicing for gear and leased areas.
- Daily checks of port grounds and safety issues.
- See daily task sheets for more tasks completed.

#### **FEMA**

- Billeter Marine came back to do 1 more day of clam shelling at the Southeast corner of Basin 2 because of heavy aggregate.
- The generator for the dredge arrived. We started it and had Stadelman Electric out to get familiar with it.
- Training for the dredge has been scheduled for 15 days starting February 19<sup>th</sup>. We will continue to dredge until the closing date March 15.

#### **WWTP**

• Phase 2 funding is still under review. RFP is nearing completion from an engineering standpoint. The NPDES permit is still under DEQ review. Pacific Seafood is still in deliberation with DEQ on permitting standards for processors. They would like to finish up with DEQ and then talk with us about matching funds in February. I have sent an email out to narrow down a date that we can meet with them.

# April's Tasks Completed

January 2024	
January 2	Sent letters to 4 receiving dock hoist tenants reminding them that 3 <sup>rd</sup> QTR 2023 landing fees are due
January 3	Completed Credit Application with Oldcastle Infrastructure for purchase of Oil Water Separator
January 4	Updated FEMA Force Labor Account information & gathered more proof of Benefit Costs for OEM
January 5	Transferred S.L.F.R.F \$50,000 to Port Construction fund for purchase of Oil/Water Separator
January 8	Processed Payroll, including SEP / IRA Contributions and payroll taxes
January 12	Reconciled LGIP and Umpqua bank accounts for month ending December 2023
January 15	Submitted payroll reports to SAIF (worker's comp insurance provider)
January 17	Attended Regular Commission Meeting
January 18	Met with Jennifer to go through (8) volunteer park host applications, chose 4 to interview (2 had already accepted other positions elsewhere)  Update: Had 2 zoom interviews on January 23 <sup>rd</sup> , chose one host (Chuck) who will start March 1st
January 19	Created RFP for Municipal Auditor FY 23-24 to include single-organization audit for FEMA  Sent RFP via email to <b>198</b> auditors listed on the Oregon Board of Accountancy website
January 22	Processed Payroll, including SEP / IRA Contributions and payroll taxes
January 24	<ul> <li>Filed (RV Park) 4<sup>th</sup> QTR Transient Lodging Taxes for Curry County and the State of Oregon</li> <li>Attended Special Commission Meeting</li> </ul>
January 30	Completed 1099-NEC tax forms for independent contractors who provided service work in 2023, and submitted forms to the IRS, State of Oregon and all Recipients who were paid at least \$600
January 31	Created <b>34</b> Commercial Lease Invoices for February 2024

# Danielle's Tasks Completed

Date: January	
January 3	Looked into mobile food unit agreements.
v	
January 4, 5, & 8	<ul> <li>Typed meeting minutes for December 20, 2023 regular meeting.</li> <li>Compiled information for regular commissioner meeting packet</li> </ul>
January 9	Started to create a Mobile Food Unit (MFU) Permitting Standards Agreement
v	
January 10	<ul> <li>Completed, published, and distributed regular commissioner meeting packet.</li> <li>Continued to develop Mobile Food Unit Permitting Standards</li> <li>Sat down with Gary and Travis to review and complete Tier I Industrial-specific Checklist for our Tier I Report Form</li> </ul>
January 17	<ul> <li>Stormwater testing for DEQ 1200Z permit. Test 1 of 4 for the year.</li> <li>Monthly facility and visual stormwater observation forms for DEQ 1200Z permit</li> <li>Attended a commissioner meeting</li> </ul>
January 22	Safety meeting to port maintenance regarding knot tying. Started typing minutes for January 17 regular meeting
January 23	<ul> <li>Completed typing meeting minutes for January 17 regular meeting.</li> <li>Started to compile information for February 21 regular meeting packet.</li> </ul>
January 24	- Attended Special/Executive Session Commissioner Meeting
January 27	- Typed meeting minutes for January 24 Special Meeting
January 29	Reviewed stormwater testing results.
January 30	<ul> <li>Created draft lease for Harbor Corner Market</li> <li>Submitted 2023 Annual Hazardous Substance Report for Oregon State Fire Marshall.</li> <li>Submitted 2023 Annual DEQ Oregon Material Recovery Survey</li> <li>Submitted DEQ Discharge Monitoring Report for reporting period October 1, 2023 – December 31, 2023.</li> </ul>

#### **NOTES:**

Port Office was closed January 1 to observe New Years. Port Office was closed January 15 to observe Martin Luther King Jr. Day

# Denise's Tasks Completed

Date: January	
Daily	Processed fuel tickets and closed fuel dock settlement, updated fuel dock sales spreadsheet, monitored transient dock
Daily	Processed Purchase Orders, Bills, Vendor Invoices, RV Park Reconciliation and Deposit
<b>January 1 - 31</b>	Handled storage inquiries and filled vacant trailer/boat storage spaces
<b>January 4 &amp; 23</b>	Entered security patrol minutes into log
January 5	Entered all December Kiosk credit card payments into Quickbooks
January 19	Invoiced for 21 boat/trailer storage units and 28 gear storage units
January 26	Updated all Vendor / Supplier / Contractor Certificates of Insurance
January 31	Assessed Finance Charges, ran and sent monthly statements and processed collections notices
January 1-31	Assisted April in obtaining updated Commercial Tenants' Certificates of Insurance

#### **NOTES:**

#### Recurring:

- -Maintained work orders log and prepared month end report
- -Daily bank deposit, got mail, sorted and processed mail and entered payments into Quickbooks
- -Maintained trailer/boat spreadsheets and waiting list, and gear storage spreadsheets
- -Assisted with previous months' bank/Quickbooks/Elavon reconciliations
- -Ran cards on file for approved storage/lease/bar cam sponsor customers on first of month, and throughout month for approved fuel customers
- -Assisted with processing vendor payments/checks and dropped off designated payments
- -Daily office settlement closing and Quickbooks backup

Denise Gerski's Tasks Completed, Month: January 2024

# Lisa's Tasks Completed

Date: January	
January 1-31	Processed eighteen (18) Moorage Renewals and Invoices for January 2024.
January 2	Posted for mailing – March 2024 Moorage Renewals dated March 1 – 13, 2024.
January 9	Prepared Updated Boat Slip Inventory List for Shawn Hall, Maintenance
T 16	D . 16 ''' M 1 2024 M D 1 1 . 1M 1 10 21 2024
January 16	Posted for mailing – March 2024 Moorage Renewals dated March 18 – 31, 2024.
January 23	Scheduled Vessel Inspection for FV: Sea Berg – B1, A30 – Calvin Clark, for 1 pm, Friday, January 26, 2024.
January 24	Finalized April 2024 Moorage Renewals
January 30	Prepared Updated Boat Owner Contact List for Brent Ferguson, Leadman.

#### **NOTES:**

#### Recurring:

- Updated expired insurance, registration, and policies for moorage customers.
- Issued Parking Permits for moorage customers.
- Issued Annual Launch passes.

### For January 2024:

#### **Disposed:**

• Abandoned Vessel - Linda Jean - Disposed of on January 18, 2024.

#### January 2024 Vessel Inspections:

- Sea Berg (Calvin Clark) (B1, A30) *Renewal: 04/30/2024* 
  - o Inspection completed on January 26, 2024. Passed vessel inspection.

#### Completed Vessel Inspection:

- Rhumba (Michael Maas) (B2, I-15) *Renewal: 09/01/23* 
  - o Inspection completed on 12/13/2023. Failed vessel inspection. In June 2024, Port will confirm if repairs were made and if boat is seaworthy.
- OR954ABG (Dustin Shermer) (B2, E17) *Renewal: 01/18/24* 
  - o Inspection completed on 12/22/23. Repairs to be made.

### <u>Currently Scheduling Upcoming Inspections for:</u>

- Shar-Mar (Myrna Underwood-Scott) (B1, M18) Renewal: 02/17/24
  - Spoke with Myrna regarding scheduling vessel inspection in October 2023.
  - o On December 19, 2023, April emailed Myrna regarding needing to schedule vessel inspection.
  - o On December 29, 2023, Travis spoke with Myrna regarding needing to schedule vessel inspection.

# Gary's Tasks Completed

January 2024	
	Planning, updating and tracking all costs involved with FEMA (PW-189 Dredging and PW-190 Administration), EPA (WWTP) and HMGP (Stormwater & Paving Improvements).
	Reviewing and following progress on WWTP Phase 2 funding, Natural Hazard Mitigation Plan, and pay request submittals and approvals for FEMA/OEM PW-189 Dredging and PW-190 Administration. EPA-WWTP environmental / historical review requires new more recent inspections and reports before final approval is given. New inspections are being scheduled.
	Assist with Port project planning, Port documents, inspections of facilities and any necessary repairs or work orders. The Oil Water Separator (OWS) was ordered from Oldcastle for the boat yard. Delivery of OWS is scheduled in February.
	Submit Quarterly Reports to FEMA/OEM on Dredging Project and to EPA on Wastewater Treatment Plant.
	The port received dredge generator from supplier. The generator was checked, fueled, and started to make sure it operated. The Port has local electrical company ready to hook up the dredge when the time comes.
	Assist with the crab dock ramp and dock removal from the north jetty.
NOTES:	

#### **NOTES:**



Date: January 01, 2024 to January 31, 2024  Transaction IDs: ALL  Location Terminal Product  Date: 2024 / January	muary 31, 2024									•	- 207 CO	1 FED 2024 3.22.27 FIN
					Payme	Payment type:	ALL					
	Product	Count	Cash	Visa	MC	Amex	Discover	Smart Card	Debit	Cash Refund	Credit Refund	Total
1 VS All Pav												
	,	`			(	(				6	6	(
	1 Boat Launch	9	15.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00
	2 Daily Moorage		0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00
Subtotal		7	15.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.00
Total Sales		7	15.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.00
Grand Totals												
Total Sales		7	15.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.00

# WORK ORDERS LOG Port of Brookings Harbor January 2024

	Description		Corrective	Date		
Date	Location	of Work	Action	Completed	<b>Completed By</b>	_
1/2/24	EQ 3710	Patched tire	Completed	1/2/24	Brent & Les Schwab	1
1/2/24	RV Womens Restroom	Cleaned autoflush sensor	Completed	1/2/24	Brent	2
1/2/24	Pump Portal Alarm	Investigated two false alarms - found no cause	Completed	1/2/24	Brent	3
1/2/24	Basin 2	Moved F/V N'jord from Hallmark	Completed	1/2/24	Brent	4
1/2/24	Port	Completed monthly sewer tests and inspection	Completed	1/2/24	Brent	5
1/2/24	Retail	Cleaned septic system	Completed	1/2/24	Brent	6
1/2/24	Basin 2, I-5 (F/V El Fi)	Sprayed and exercised sticking breaker	Completed	1/2/24	Sean	7
1/2/24	Basin 1 & 2	Completed dock walks	Completed	1/2/24	Shawn & Sean	8
1/2/24	Basin 1, D 14-16	Installed new T (water line break)	Completed	1/2/24	Sean	9
1/2/24	Retail	Re-attached gutter at Sheriff's office and cleaned gutter at Pithitude	Completed	1/2/24	Brent & Marian	10
1/2/24	Boat Tow	Moved N'Jord to slip	Completed	1/2/24	Travis - Brent - Gary	11
1/2/24	Oil Can Henry's	Took two (2) trucks in for oil changes	Completed	1/2/24	Shawn	12
1/3/24	Boat Tow	Moved N'Jord to Haul Out	Completed	1/3/24	Travis - Brent - Gary	13
1/3/24	Shar Mar	Pumped out boat	Completed	1/3/24	Brent & Sean & Shawn	14
1/3/24	Basin 2, J Dock	Fixed inside handle of gangway entrance gate	Completed	1/3/24	Brent	15
1/3/24	Port	Compiled Recycle Reports	Completed	1/3/24	Brent	16
1/3/24	Boat Yard	Pressure Washed Silt off Travel Lift Ramp	Completed	1/3/24	Sean	17
1/3/24	Boat Yard	Hauled Out and Set F/V N'Jord	Completed	1/3/24	Sean & Brent & Travis	18
1/4/24	Basin 1 and 2	Completed Dock Walks	Completed	1/4/24	Shawn	19
1/4/24	RV Park	Repaired cover on mens' shower autolock	Completed	1/4/24	Brent	20
1/4/24	RV Park	Fixed weedeater and put mower in shop	Completed	1/4/23	Brent	21
1/4/24	Boat Yard	Removed silt from Travelift tire runners	Completed	1/4/23	Sean	22
			1		Shawn - Travis - Gary -	
1/5/24	Boat Yard	Stripped Linda Jean	Completed	1/5/24	Marian - Sean	23
-			1		Travis - Gary - Brent - Sean -	
1/8/24	Gowman Electric	Picked up electric wire	Completed	1/8/24	Mariam	24
1/8/24	EQ #3710	Filled up fuel & Def	Completed	1/8/24	Brent	25
1/8/24	Fuel Dock	Replaced malfunctioning fast pump handle	Completed	1/8/24	Brent & Travis	26
1/8/24	Fuel Dock	Completed monthly fuel dock inspection	Completed	1/8/24	Brent	27
1/8/24	RV Park Golf Cart	Re-set AC outlet	Completed	1/8/24	Brent	28
1/8/24	Gravel lot by Secured Storage	Installed handicapped signs	Completed	1/8/24	Sean	29
1/8/24	Boat Yard	Got and placed 6 straw bales	Completed	1/8/24	Brent	30
1/8/24	Boat Yard	Lifted Coast Guard vessel and put back in	Completed	1/8/24	Travis & Sean	31
1/8/24	Shop	Returned batteries and got new one for welder	Completed	1/8/24	Shawn	32
		Cut off prop and rudder from Linda Jean and cleaned	-			
1/8/24	Boat Yard	up around it	Completed	1/8/24	Sean & Marian	33
1/8/24	RV Park	Put gravel around office & site 86	Completed	1/8/24	Trent	34
1/8/24	RV Park Picnic Area	Took down No Pets sign	Completed	1/8/24	Trent	35
1/9/24	RV Mens' Restroom	Fixed and reprogrammed shower entry keypad	Completed	1/9/24	Brent	36
1/9/24	Workboat	Removed debris from boat	Completed	1/9/24	Brent & Marian	37
1/9/24	Workboat	Removed depth finder	Completed	1/9/24	Brent	38
1/9/24	Basin 2	Completed boat inventory	Completed	1/9/24	Shawn	39
1/9/24	Basin 2, I-7	Pumped out boat	Completed	1/9/24	Shawn	40
1/9/24	Basin 1 and 2	Completed dock walks	Completed	1/9/24	Shawn	41
1/10/24	RV Bathrooms	Reset sinks that were malfunctioning	Completed	1/10/24	Brent	42
		Reset #3 connecting pin and re-attached sidewalk				
1/10/24	Launch Ramp	protectors	Completed	1/10/24	Brent	43
1/10/24	Public fishing pier	Removed gangway	Completed	1/10/24	Travis - Brent - Gary - Sean	44
1/10/24	Restrooms	Made a list of fixes for the restrooms	Completed	1/10/24	Shawn	45
1/10/24	Basin 1	Completed boat inventory	Completed	1/10/24	Shawn	46
1/10/24	Basin 1	Numbered slips	Completed	1/10/24	Shawn	47
1/11/24	Boat Yard	Moved barrel of oil to oil dump	Completed	1/11/24	Brent & Sean	48
1/11/24	Public fishing pier	Removed public fishing pier from harbor	Completed	1/11/24	Travis - Brent - Gary - Sean	49
1/11/24	Work dock	Moved all debris and lumber off dock	Completed	1/11/24	Brent	50
1/11/24	Basin 1	Renumbered boat slips	Completed	1/11/24	Shawn	51
1/11/24	RV Park Supply Shed	Cleaned out and reorganized supply shed	Completed	1/11/2024	Trent	52
1/11/24	RV Park Cart Shed	Cleaned out and reorganized golf cart shed	Completed	1/11/2024	Trent	53
1/12/24	Port	Dumped debris collected from harbor	Completed	1/12/24	Brent	54
1/12/24	Public fishing pier pilings	Placed buoys to mark public fishing pier pilings	Completed	1/12/24	Brent - Sean - Marian	55
1/12/24	Basin 1 and 2	Got debris out of the basins	Completed	1/12/24	Brent - Shawn - Sean - Marian	-

# WORK ORDERS LOG Port of Brookings Harbor January 2024

Date	Location	Description of Work	Corrective Action	Date Completed	Completed By	
1/12/24	Basin 1	Pumped out Shar Mar	Completed	1/12/24	Brent & Marian	
1/12/24	Oil Dump	Moved barrel of oil from behind Kenny's to oil dump	Completed	1/12/24	Brent & Marian	
1/12/24	RV Park Bathrooms	Reapplied caulking around hand dryers	Completed	1/12/24	Trent	
		Shimmed bottom plate and added bolts to loose				
1/16/24	Danim 2 O Danih	pedestal	C1-4-4	1/16/24	Doort	
1/16/24	Basin 2, O Dock	1	Completed	1/16/24	Brent	
1/16/24	RV Mens' Room	Reattached TP dispenser to wall			Brent & Marian	
		Uninstalled and reinstalled backup software that was				
1/16/24	Office	not responding	Completed	1/16/24	Brent	
1/16/24	Commercial Lot at N-O	Contained and cleared oil on ground	Completed	1/16/24	Brent	
		Removed hand rail from dock and started breaking				
1/16/24	Boat Yard	docks apart (2 hours)	Completed	1/16/24	Sean	
1/10/21	Boat Tara	decid apart (2 nears)	Completed	1/10/21	Soun	
1/16/24	Boat Yard	Put F/V N'jord back in water	Completed	1/16/24	Sean and Brent	
1/16/24	Basin 1, E5 - E7	Installed new riser to replace leaking riser	Completed	1/16/24	Sean	
1/17/24	Gear Storage	Lifted grate for water sampling	Completed	1/17/24	Brent	
1/17/24	Basin 1, A Dock Entry	Replaced inside handle set with non-locking passage	Completed	1/17/24	Brent	
1/18/24	RV Park Space #70	Replaced 30-amp breaker	Completed	1/18/24	Brent	
1/18/24	Office Server	Ran SQL full to complete the backup set	Completed	1/18/24	Brent	
1/10/24	Office Server		Completed	1/10/24	Brent	
		Sent malfunctioning keyboard back for warranty				
1/18/24	RV Mens' Room	replacement	Completed	1/18/24	Brent & Anchor Lock	
1/19/24	Ford F-150	Adjusted door latch that wasn't working	Completed	1/18/24	Brent & Pape	
1/19/24	Basin 1, A-21	Replaced 20 amp breaker	Completed	1/19/24	Travis - Gary - Brent	
1/19/24	Launch Ramp	Cut skirt boards and rescrewed down	Completed	1/19/24	Brent and Sean	
1/19/24	N-Dock	Installed new tee and spigots on broken water line	Completed	1/19/24	Brent and Sean	
1/19/24	Boat Yard	Broke apart and stacked old crab dock	Completed	1/19/24	Sean - Marian - Travis - Gary	
1/19/24	RV Park, Site 21	Pressure washed stain off concrete	Completed	1/19/24	Trent	
1/22/24	RV Park	Weed eated outside perimeter	Completed	1/22/24	Trent	
1/22/24	Boat Yard	Prepped turbidity curtain for deployment	Completed	1/22/24	Brent - Sean - Marian	
1/22/24	N-Dock	Replaced broken water main line	Completed	1/22/24	Brent & Sean	
1/22/24	Retail Boardwalk	Replaced three boards	Completed	1/22/24	Brent - Sean - Marian	
					Sean - Marian - Brent - Gary -	
1/22/24	Boar Launch	Removed debris	Completed	1/22/24	Travis	
		Did troubleshooting and determined that the reason	-			
		#1 was not switching between high and low speed is				
1/23/24	TraveLift #1 hoist	that the coil is not functioning	Completed	1/23/24	Brent	
1/23/24	TraveLitt #1 Horst	Č	Completed	1/23/24	Bient	
		Disposed of two loads of debris from launch ramp				
1/23/24	Port	cleanup	Completed	1/23/24	Brent	
		Repositioned bridge receiver due to WiFi #3 and 4				
1/22/24	RV Park	dropping signal	Completed	1/23/24	Brent	
1/23/24	K V Falk	dropping signar	Completed	1/23/24		
					Sean - Travis - Danielle -	
1/23/24	Boat Yard	Connected and put into place 150' of turbidity screen	Completed	1/23/24	Brent - Marian - Gary	
1/24/24	Boat Launch	Installed permanent ODWF parking signs	Completed	1/24/24	Sean	
	Dredge Project					
1/24/24	<u> </u>	Created depth gauge for dredge crane operator	Completed	1/24/24	Brent	
1/24/24	Basin 1, A-Side Entry Gate	Made sure gate keypad worked for customer	Completed	1/24/24	Brent	
1/24/24	TraveLift	Disassembled and repaired #1 Hoist switch	Completed	1/24/24	Brent	
1/24/24	Fuel Dock	Changed fuel filters and dispensers	Completed	1/24/24	Brent & Pump, Pipe & Tank	
1/24/24	Basin 2, Commercial Lot	Cleaned up from dredging - moved delineators & rock		1/24/24	Brent	
1/24/24	F/V Shar Mar	Pumped bilges	Completed	1/24/24	Brent	
1/24/24	Basin 2, E-Dock Gangway Gate	Replaced interior handle set without locking mechanis	Completed	1/24/24	Brent	
		Cleaned up spilled dredging material and removed				
1/25/24	Commercial Lot	turbidity screen	Completed	1/25/24	Sean - Brent - Travis - Gary	
1/25/24				1/25/24	Brent	
	Basin 2, I-J Access Gate	Replaced outside keypad	Combleted	1/23/24	Bicht	
1/25/24	Basin 2, I-J Access Gate	Replaced outside keypad	Completed	1/23/24	Dicit	
	Basin 2, I-J Access Gate  Port Parking Lot Lights	Met wirh CCEC (Walt) about 3 lights out at Kite Field and 1 at Memorial	Completed	1/25/24	Brent	

# WORK ORDERS LOG Port of Brookings Harbor January 2024

		Description	Corrective	Date	
<b>Date</b>	Location	of Work	Action	Completed	Completed By
1/25/24	RV Park, Pull Throughs #1-12	Cleaned off pedestals	Completed	1/25/24	Trent
1/25/24	RV Park Pull Throughs	Pressure washed concrete blocks	Completed	1/25/24	Trent
1/25/24	Boardwalk	Tightened loose light pedestals and screw heads	Completed	1/25/24	Sean
			1		Brent - Travis - Gary - Sean
1/26/24	Basin 2 Emergency Dredge Area	Pulled turbidity curtain	Completed	1/26/24	Marian
					Brent - Travis - Gary - Sean
1/26/24	Boat Yard	Dismantled dredge spoils containment area	Completed	1/26/24	Marian
1/26/24	Workboat	Refueled workboat	Completed	1/26/24	Brent
1/26/24	Port Shop	Greased tractor and telehandler	Completed	1/26/24	Sean
1/26/24	Port Shop	Ordered new tire (broken zert on lower left front tire)	Completed	1/26/24	Brent
	1	Removed and stored 50' of turbidity screen and			Sean - Brent - Travis - Gary
1/26/24	Boat Yard	removed block wall	Completed	1/26/24	Marian
1/29/24	RV Picnic Area	Removed riding mower that was stuck in the mud	Completed	1/29/24	Brent & Trent
		Picked up abandoned crab pots and repositioned	1		
1/29/24	Steel Wall	fence around closed dock area	Completed	1/29/24	Brent & Marian
		Contacted our surveyor, county surveyor, Assessor	1		
1/29/24	Cazadores Lot Line Project	and Tax Collector	Completed	1/29/24	Brent
1/29/24	RV Push Mower	Purchased new mower	Completed	1/29/24	Brent
		Removed malicious files & enhanced security	*		
1/29/24	Office Computer	settings	Completed	1/29/24	Brent
1/30/24	Basin 1, A Dock Gangway Gate	Replaced door catch	Completed	1/30/24	Brent
	, , , , ,	Found US Supplier for manufacturer-recommended	1		
1/30/24	New Dredge	grease	Completed	1/30/24	Brent
1/30/24	Benham Storage	Dissassembled shelving and moved to Port	Completed	1/30/24	Brent - Travis - Sean - Maria
1/30/24	RV #29 & 36	Tightened plates on electric pedestals	Completed	1/30/24	Brent
		Corresponded with County officials to move project	•		
1/30/24	Cazadores Lot Line Project	forward	Completed	1/30/24	Brent
1/30/24	Boat Yard	Depolyed and removed turbidity screen	Completed	1/30/24	Sean - Brent - Marian - Trav
1/30/24	Retail Center	Replaced both American flags	Completed	1/30/24	Sean
1/30/24	Fuel Dock	Cleaned out oil-water separator	Completed	1/31/24	Travis
1/31/24	Boardwalk	Installed warning signs	Completed	1/31/24	Brent
1/31/24	EQ# 3714	Replaced broken jack with new jack	Completed	1/31/24	Brent
1/31/24	Boat Yard	Placed straw bales to control erosion	Completed	1/31/24	Brent & Travis
1/31/24	Basin 2 Both Gangway Entrance	Added fence panels to stop reach-arounds	Completed	1/31/24	Brent
1/31/24	Basin 1	Hauled out F/V Rosalie and blocked in yard	Completed	1/31/24	Brent - Travis - Sean - Gar
1/31/24	RV Park	Installed new riser on broken spigot in #68	Completed	1/31/24	Sean
					TOTAL

## Beachfront RV Park January 2024 Occupancy Report

		Occupied		
Date	<b>Total Units</b>	Units	<b>Unoccupied Units</b>	Occupancy
01/01/2024	127	15	112	12%
01/02/2024	127	8	119	6%
01/03/2024	127	8	119	6%
01/04/2024	127	5	122	4%
01/05/2024	127	6	121	5%
01/06/2024	127	9	118	7%
01/07/2024	127	7	120	6%
01/08/2024	127	7	120	6%
01/09/2024	127	8	119	6%
01/10/2024	127	11	116	9%
01/11/2024	127	13	114	10%
01/12/2024	127	20	107	16%
01/13/2024	127	23	104	18%
01/14/2024	127	26	101	20%
01/15/2024	127	15	112	12%
01/16/2024	127	13	114	10%
01/17/2024	127	11	116	9%
01/18/2024	127	9	118	7%
01/19/2024	127	8	119	6%
01/20/2024	127	7	120	6%
01/21/2024	127	6	121	5%
01/22/2024	127	6	121	5%
01/23/2024	127	8	119	6%
01/24/2024	127	6	121	5%
01/25/2024	127	11	116	9%
01/26/2024	127	16	111	13%
01/27/2024	127	18	109	14%
01/28/2024	127	14	113	11%
01/29/2024	127	9	118	7%
01/30/2024	127	7	120	6%
01/31/2024	127	6	121	5%

Total Occupancy for January: 9%

## Beachfront RV Park Six Month Occupancy Forecast

February	8%
March	5%
April	3%
May	8%
June	13%
July	22%

## Beachfront RV Park February 2024 Occupany Report

	Total	Occupied	Unoccupied	
Date	Units	Units	Units	Occupancy
02/01/2024	127	6	121	5%
02/02/2024	127	8	119	6%
02/03/2024	127	8	119	6%
02/04/2024	127	4	123	3%
02/05/2024	127	2	125	2%
02/06/2024	127	2	125	2%
02/07/2024	127	3	124	2%
02/08/2024	127	6	121	5%
02/09/2024	127	11	116	9%
02/10/2024	127	13	114	10%
02/11/2024	127	10	117	8%
02/12/2024	127	12	115	9%
02/13/2024	127	11	116	9%
02/14/2024	127	10	117	8%
02/15/2024	127	13	114	10%
02/16/2024	127	37	90	29%
02/17/2024	127	38	89	30%
02/18/2024	127	26	101	20%
02/19/2024	127	9	118	7%
02/20/2024	127	7	120	6%
02/21/2024	127	6	121	5%
02/22/2024	127	6	121	5%
02/23/2024	127	3	124	2%
02/24/2024	127	4	123	3%
02/25/2024	127	3	124	2%
02/26/2024	127	5	122	4%
02/27/2024	127	4	123	3%
02/28/2024	127	4	123	3%
02/29/2024	127	6	121	5%

Total Occupancy for February:	8%

## Beachfront RV Park March 2024 Occupany Report

		Occupied	Unoccupied	
Date	<b>Total Units</b>	Units	Units	Occupancy
03/01/2024	127	6	121	5%
03/02/2024	127	6	121	5%
03/03/2024	127	5	122	4%
03/04/2024	127	3	124	2%
03/05/2024	127	3	124	2%
03/06/2024	127	3	124	2%
03/07/2024	127	2	125	2%
03/08/2024	127	2	125	2%
03/09/2024	127	2	125	2%
03/10/2024	127	3	124	2%
03/11/2024	127	3	124	2%
03/12/2024	127	3	124	2%
03/13/2024	127	1	126	1%
03/14/2024	127	2	125	2%
03/15/2024	127	6	121	5%
03/16/2024	127	5	122	4%
03/17/2024	127	5	122	4%
03/18/2024	127	2	125	2%
03/19/2024	127	2	125	2%
03/20/2024	127	4	123	3%
03/21/2024	127	8	119	6%
03/22/2024	127	14	113	11%
03/23/2024	127	15	112	12%
03/24/2024	127	15	112	12%
03/25/2024	127	16	111	13%
03/26/2024	127	12	115	9%
03/27/2024	127	11	116	9%
03/28/2024	127	14	113	11%
03/29/2024	127	14	113	11%
03/30/2024	127	12	115	9%
03/31/2024	127	4	123	3%

Total Occupancy for March: 5%

# Beachfront RV Park April 2024 Occupany Report

		Occupied	Unoccupied	
Date	<b>Total Units</b>	Units	Units	Occupancy
04/01/2024	127	4	123	3%
04/02/2024	127	4	123	3%
04/03/2024	127	6	121	5%
04/04/2024	127	5	122	4%
04/05/2024	127	2	125	2%
04/06/2024	127	2	125	2%
04/07/2024	127	2	125	2%
04/08/2024	127	4	123	3%
04/09/2024	127	5	122	4%
04/10/2024	127	5	122	4%
04/11/2024	127	4	123	3%
04/12/2024	127	4	123	3%
04/13/2024	127	3	124	2%
04/14/2024	127	4	123	3%
04/15/2024	127	4	123	3%
04/16/2024	127	3	124	2%
04/17/2024	127	2	125	2%
04/18/2024	127	2	125	2%
04/19/2024	127	2	125	2%
04/20/2024	127	4	123	3%
04/21/2024	127	4	123	3%
04/22/2024	127	4	123	3%
04/23/2024	127	2	125	2%
04/24/2024	127	1	126	1%
04/25/2024	127	1	126	1%
04/26/2024	127	6	121	5%
04/27/2024	127	6	121	5%
04/28/2024	127	6	121	5%
04/29/2024	127	7	120	6%
04/30/2024	127	7	120	6%

Total April Occupancy: 3%

# Beachfront RV Park May 2024 Occupany Report

		Occupied	Unoccupied	
Date	<b>Total Units</b>	Units	Units	Occupancy
05/01/2024	127	7	120	6%
05/02/2024	127	10	117	8%
05/03/2024	127	6	121	5%
05/04/2024	127	5	122	4%
05/05/2024	127	6	121	5%
05/06/2024	127	4	123	3%
05/07/2024	127	3	124	2%
05/08/2024	127	3	124	2%
05/09/2024	127	3	124	2%
05/10/2024	127	3	124	2%
05/11/2024	127	3	124	2%
05/12/2024	127	4	123	3%
05/13/2024	127	4	123	3%
05/14/2024	127	5	122	4%
05/15/2024	127	4	123	3%
05/16/2024	127	3	124	2%
05/17/2024	127	5	122	4%
05/18/2024	127	2	125	2%
05/19/2024	127	4	123	3%
05/20/2024	127	6	121	5%
05/21/2024	127	7	120	6%
05/22/2024	127	17	110	13%
05/23/2024	127	31	96	24%
05/24/2024	127	54	73	43%
05/25/2024	127	54	73	43%
05/26/2024	127	53	74	42%
05/27/2024	127	15	112	12%
05/28/2024	127	5	122	4%
05/29/2024	127	5	122	4%
05/30/2024	127	3	124	2%
05/31/2024	127	0	127	0%

Total Occupancy for May: 8%

## Beachfront RV Park June 2024 Occupany Report

		Occupied	Unoccupied	
Date	<b>Total Units</b>	Units	Units	Occupancy
06/01/2024	127	1	126	1%
06/02/2024	127	3	124	2%
06/03/2024	127	5	122	4%
06/04/2024	127	5	122	4%
06/05/2024	127	4	123	3%
06/06/2024	127	6	121	5%
06/07/2024	127	9	118	7%
06/08/2024	127	12	115	9%
06/09/2024	127	16	111	13%
06/10/2024	127	13	114	10%
06/11/2024	127	11	116	9%
06/12/2024	127	11	116	9%
06/13/2024	127	16	111	13%
06/14/2024	127	14	113	11%
06/15/2024	127	13	114	10%
06/16/2024	127	20	107	16%
06/17/2024	127	11	116	9%
06/18/2024	127	19	108	15%
06/19/2024	127	23	104	18%
06/20/2024	127	22	105	17%
06/21/2024	127	24	103	19%
06/22/2024	127	29	98	23%
06/23/2024	127	28	99	22%
06/24/2024	127	29	98	23%
06/25/2024	127	22	105	17%
06/26/2024	127	21	106	17%
06/27/2024	127	23	104	18%
06/28/2024	127	28	99	22%
06/29/2024	127	26	101	20%
06/30/2024	127	25	102	20%

Total Occupancy for June: 13%

# Beachfront RV Park July 2024 Occupany Report

		Occupied	Unoccupied	
Date	<b>Total Units</b>	Units	Units	Occupancy
07/01/2024	127	27	100	21%
07/02/2024	127	42	85	33%
07/03/2024	127	85	42	67%
07/04/2024	127	97	30	76%
07/05/2024	127	93	34	73%
07/06/2024	127	66	61	52%
07/07/2024	127	25	102	20%
07/08/2024	127	23	104	18%
07/09/2024	127	28	99	22%
07/10/2024	127	25	102	20%
07/11/2024	127	26	101	20%
07/12/2024	127	26	101	20%
07/13/2024	127	17	110	13%
07/14/2024	127	18	109	14%
07/15/2024	127	21	106	17%
07/16/2024	127	21	106	17%
07/17/2024	127	24	103	19%
07/18/2024	127	27	100	21%
07/19/2024	127	24	103	19%
07/20/2024	127	20	107	16%
07/21/2024	127	20	107	16%
07/22/2024	127	14	113	11%
07/23/2024	127	11	116	9%
07/24/2024	127	11	116	9%
07/25/2024	127	18	109	14%
07/26/2024	127	20	107	16%
07/27/2024	127	20	107	16%
07/28/2024	127	14	113	11%
07/29/2024	127	6	121	5%
07/30/2024	127	0	127	0%
07/31/2024	127	0	127	0%

Total Occupancy for July: 22%

# SAFETY, SECURITY, AND ENVIRONMENTAL REPORT

**DATE:** February 21, 2024 **RE:** January 2024

**TO:** Travis Webster, Port Manager

**ISSUED BY:** Danielle King, Safety, Security & Environmental Coordinator

#### SAFETY

• Port maintenance discussed knot and cleat tying.

#### **INCIDENTS**

POBH recorded (1) incidents for the month of January. Incidents included:

• Individual slipped on boardwalk. Port staff placed "slippery when wet" signs and cleaned boardwalk with bleach free mold and mildew remover.

#### **SECURITY**

Four Aces Security Solutions and Port recorded (5) security issues for the month of January. Issues included:

- (3) Overnight parking tickets
- (1) No Camping
- (1) Ticket Violations in Boat Launch Parking Lot

#### ENVIRONMENTAL / DEQ 1200-Z INDUSTRIAL STORMWATER

- Monthly inspections were completed as required by our Stormwater Pollution Control Plan (SWPCP).
- Stormwater testing was completed during the recent storms. This was one of four tests required for this year.
- Discharge Monitoring Report for October 1, 2023 through December 31, 2023, 1200Z Stormwater testing results were submitted to DEQ.

# FINANCIAL SUMMARY

**DATE:** February 21, 2024

**RE:** Month End Report for January 2024

TO: Honorable Board President and Harbor District Board Members

**ISSUED BY:** April Walker, Office Manager

#### January 2024 Financial Report – Overview

#### **Balance Sheet**

- Unrestricted Cash and Equivalents totaled <u>\$571,728</u>
- Restricted Cash and Equivalents totaled \$280,426
- Total Checking/Savings (cash) at \$852,154

#### **January Profit & Loss**

- Total revenue for all funds was \$285,544
- Total expense was \$411,325
- The net income for January was (\$125,781)

January		January	
Program Revenues		Program Expenditures	Net
Beachfront RV Park	\$109,569	\$22,996	\$86,573
Commercial / Retail	\$43,943	\$18,648	\$25,295
Fuel Dock	\$31,303	\$58,288	(\$26,985)
Marina	\$51,506	\$67,709	(\$16,203)
<b>Total General Fund</b>	\$236,321	\$167,641	\$68,680

#### **Budget Performance FY 2023-2024**

- Total income for all funds is <u>24.8%</u>, with general fund revenues at <u>39.7%</u>
- Total expenditure for all funds is 25.9%, with general fund expenditure at 51.4%

#### **Notes for January Financial Report**

- An RFP for Municipal Auditor (FY 23-24) was posted and published on January 22<sup>nd</sup>.
  - I also sent it to 198 auditors listed on the Oregon Board of Accountancy roster.
  - So far, I have had one response from a firm that plans to submit a proposal.
  - Deadline for proposals is February 29<sup>th</sup>.
- State Local Fiscal Recovery Funds (SLFRF) were used to purchase Oil/Water Separator.
- 4<sup>th</sup> QTR 2023 Transient Lodging Taxes were paid, State \$1,628 and County \$7,597.
- Expenditures include spending on Dredging (FEMA), Wastewater Treatment Plant (EPA) and Hazard Mitigation (HMGP).

Financial Summary Page 1 of 2

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Month: January 2024

#### Outstanding Reimbursements are as follows:

	Project Name	Total Amount Submitted	Amount Received	Matching Funds (if applicable)	Amount Outstanding
FEMA PW-189	Dredging	\$883,567.66	\$553,330.15	\$180,271.00	\$149,966.51
Business OR-FEMA	Matching Funds	-	\$180,271.00	-	\$0.00
FEMA PW-190	Administration	\$20,598.51	\$10,943.48	-	\$9,655.03
EPA	WWTP	\$201,891.20	\$152,168.96	-	\$49,722.24
HMGP		\$18,150.00	\$0.00	\$0.00	\$18,150.00
Totals		\$1,124,207.37	\$896,713.59	•	\$227,493.78

#### **Attachments**

- Port Balance Sheet as of January 31, 2024, 2 pages
- Profit & Loss January 2024, 3 pages
- Profit & Loss General Fund January 2024, 3 pages
- Profit & Loss Budget Performance, FY July 1, 2023 through June 30, 2024, 4 pages
- January 2024 Check Register, 4 pages
- January 2024 ACH and Debit Card Payments, 3 pages
- Purchases by Vendor Summary January 2024, 2 pages
- RFP for Municipal Auditor FY 23-24, 1 page

Depreciation expenses are not included in the budget or in our financial reports. If depreciation expense were 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).

Liabilities

# Port of Brookings Harbor Balance Sheet

	Jan 31, 24	
ASSETS Current Assets Checking/Savings 100 · UNRESTRICTED CASH & EQUIVALENTS 101 · GENERAL FUND CHECKING & LGIP		
10103 · General Funds Ckg Umpqua 3634 10106 · General Fund LGIP 6017 10107 · Dredging LGIP 6254	96,943.40 419,305.44 53,375.36	
Total 101 · GENERAL FUND CHECKING & LGIP	569,624.20	
10101 · Petty Cash 10102 · COUNTER CASH 10102.1 · Office/Reception Cash Drawer 10102.2 · RV Park Cash Drawer 10102.3 · Fuel Dock Cash Drawer	394.00 400.00 510.00 800.00	
Total 10102 · COUNTER CASH	1,710.00	
Total 100 · UNRESTRICTED CASH & EQUIVALENTS	571,7	728.20
110 · RESTRICTED CASH & EQUIVALENTS 104 · RESTRICTED MONEY MKT & CHECKING 20104 · USDA BOND Umpqua MM 9529 30104 · Debt Service Umpqua MM 8627	2,521.72 2,507.51	
40104 · Capital Projects Umpqua 8018 70104.1 · Port Construction Fund 40104 · Capital Projects Umpqua 8018 - Other	19,911.00 2,500.00	
Total 40104 · Capital Projects Umpqua 8018	22,411.00	
Total 104 · RESTRICTED MONEY MKT & CHECKING	27,440.23	
105 · RESTRICTED LGIP 20105 · USDA Bond Fund LGIP 6021 30105 · IFA Debt Service Fund LGIP 6020 50105 · Reserve Fund LGIP 6018 70105 · Capital Projects LGIP 6273 70105.2 · Port Construction Fund 70105 · Capital Projects LGIP 6273 - Other	50,531.06 56,126.49 143,250.40 217,128.94 -214,050.36	
Total 70105 · Capital Projects LGIP 6273	3,078.58	
Total 105 · RESTRICTED LGIP	252,986.53	
Total 110 · RESTRICTED CASH & EQUIVALENTS	280,4	426.76
Total Checking/Savings	852,	154.96
Accounts Receivable 120 · ACCOUNTS RECEIVABLE	-20,7	763.53
Total Accounts Receivable	-20,7	763.53
Other Current Assets 130 · DUE FROM TRANSFERS 40130 · Due From Capital Projects	241,081.07	
Total 130 · DUE FROM TRANSFERS	241,0	081.07
150 · Undeposited Funds	9,2	217.65
Total Other Current Assets	250,2	298.72
Total Current Assets	1,081,6	690.15
TOTAL ASSETS	1,081,6	690.15
LIABILITIES & EQUITY		

# Port of Brookings Harbor Balance Sheet

	Jan 31, 24
Current Liabilities Accounts Payable 200 · ACCOUNTS PAYABLE 10201 · General Fund Accounts Payable	-109.98
Total 200 · ACCOUNTS PAYABLE	-109.98
Total Accounts Payable	-109.98
Other Current Liabilities  100222 · Payroll Liabilities  10222 · HealthCare Premium - Dependent  10225 · P/R Taxes Payable  10225.3 · State P/R Tax Payable	-1,002.06 -468.18
Total 10225 · P/R Taxes Payable	-468.18
Total 100222 · Payroll Liabilities	-1,470.24
10226 · Lodging Tax Payable 230 · DUE TO TRANSFERS 10230 · Due to General Fund 40230 · Due To General Fund from CP	11,226.17 -105,346.23 346.427.30
Total 230 · DUE TO TRANSFERS	241,081.07
Total Other Current Liabilities	250,837.00
Total Current Liabilities	250,727.02
Total Liabilities  Total Liabilities	250,727.02
Equity 300 · Fund Balance 301 · Unappropriated Balance 10301 · General Fund Unappropriated Bal 20301 · Revenue Bond Unappropriate Bal 30301 · Debt Service Unappropriated Bal 40301 · Capital Project Unappropriated 50301 · Reserve Fund Unappropriated Bal 70301 · Port Const. Fund Unappropriated	532,465.33 102,351.92 22,758.51 40,430.77 402,738.52 569,448.67
Total 301 · Unappropriated Balance	1,670,193.72
302 · Appropriated Carryover 10302 · General Fund Appropriated Carry 20302 · Revenue Bond Appropriated Carry 30302 · Debt Service Appropriated Carry 40302 · Capital Proj Appropriated Carry 50302 · Reserve Fund Appropriated Carry 70302 · Port Const. Fund Appropriated	-532,465.33 -102,351.92 -22,758.51 -40,430.77 -402,738.52 -569,448.67
Total 302 · Appropriated Carryover	-1,670,193.72
Total 300 · Fund Balance	0.00
3900 · RETAINED EARNINGS Net Income	982,045.53 -151,082.40
Total Equity	830,963.13
TOTAL LIABILITIES & EQUITY	1,081,690.15

### Port of Brookings Harbor Profit & Loss

January 2024

	Jan 24
Income	
400 · REVENUES 401 · GENERAL FUND REVENUES	
10412 · Property Tax Current 10413 · Property Tax Prior	3,728.76 241.72
Total 401 · GENERAL FUND REVENUES	3,970.48
402 · GENERAL FUND PROGRAM REVENUES 10421 · MARINA 10421.2 · MOORAGE	04.504.50
10421.3 · Commercial Slip Rent 10421.4 · Recreational Slip Rent 10421.5 · Transient 10421.6 · Other Moorage	21,504.58 16,367.37 180.00 455.00
Total 10421.2 · MOORAGE	38,506.95
10422 · Boat Launch	1,095.00
10423 · STORAGE 10423.1 · Gear Storage 10423.2 · Boat Storage	3,137.10 2,400.00
Total 10423 · STORAGE	5,537.10
10424 · ADMINISTRATIVE FEES 10425 · MARINE SERVICES	493.84
10425.1 · Travelift 10425.2 · 12 K Telehandler	1,278.00 735.00
10425.3 · Other Sales & Fees 10425.4 · Public Hoist	1,268.46 425.50
Total 10425 · MARINE SERVICES	3,706.96
Total 10421 · MARINA	49,339.85
10427 · BEACHFRONT RV PARK 10427.1 · Space Rental 10427.2 · Other Sales & Fees	104,942.62 4,626.26
Total 10427 · BEACHFRONT RV PARK	109,568.88
10428 · COMMERCIAL RETAIL	
10428.1 · Retail Property 10428.2 · Docks	28,321.53 14,941.59
10428.3 · CPI and Other Fees	679.70
Total 10428 · COMMERCIAL RETAIL	43,942.82
10429 · FUEL DOCK 10430 · Landing Fees	32,318.44 1,451.10
Total 402 · GENERAL FUND PROGRAM REVENUES	236,621.09
420 · USDA REVENUE BOND FUND 20414 · Interest Revenue Bond Fund 20419 · Transfer to USDA Bond Fund	0.02 10,843.00
Total 420 · USDA REVENUE BOND FUND	10,843.02
430 · DEBT SERVICE FUND REVENUE 30414 · Interest Debt Service Fund 30419 · Transfer to Debt Service Fund	0.04 27,299.71
Total 430 · DEBT SERVICE FUND REVENUE	27,299.75
450 · RESERVE FUND REVENUE 50419 · Transfer to Reserve Fund	2,000.00
Total 450 · RESERVE FUND REVENUE	2,000.00

## Port of Brookings Harbor Profit & Loss

January 2024

_	Jan 24
460 · DEBT SERV. RV PARK IMPROV. FUND 60419 · Transfer OR FFC 2020 Debt Serv.	4,809.87
Total 460 · DEBT SERV. RV PARK IMPROV. FUND	4,809.87
Total 400 · REVENUES	285,544.21
Total Income	285,544.21
Gross Profit	285,544.21
Expense 600 · GENERAL FUND EXPENDITURES 10900 · Operating Transfers Out General 500 · PERSONNEL SERVICES	44,952.58
10502 · Office Staff 10504 · Operations Staff 10506 · Overtime 10508 · Payroll Taxes/Costs/Benefits	26,936.91 13,896.40 425.53
10508.1 · Paid Holidays 10508.2 · Sick Leave Benefit 10508.3 · Vacation 10508.4 · Payroll Taxes 10508.5 · SEP Retirement	5,403.00 1,255.06 412.21 5,201.93 4,549.53
Total 10508 · Payroll Taxes/Costs/Benefits	16,821.73
10510 · Health Care and Dental 10512 · Workers Compensation	9,636.96 962.83
Total 500 · PERSONNEL SERVICES	68,680.36
601 · GENERAL FUND Material & Service 10601 · ADVERTISING & NOTIFICATIONS 10602 · REPAIRS & MAINTENANCE 10602.1 · Equip. Repair/Maintenance 10602.2 · Supplies 10602.3 · Services	70.22 4,134.37 15,715.75 12,649.82
Total 10602 · REPAIRS & MAINTENANCE	32,499.94
10603 · FUEL purchased for resale 10605 · UTILITIES 10605.1 · Electric 10605.3 · Sanitary 10605.5 · Telecommunications 10605.6 · Waste Removal 10605.7 · Water	49,437.33 17,712.79 3,632.17 1,199.22 6,114.20 2,192.85
Total 10605 · UTILITIES	30,851.23
10606 · OFFICE EXPENSE 10607 · BANK SERVICE & FINANCE FEES 10608 · TRAINING & TRAVEL 10609 · PERMITS, LICENSES, TAXES & MISC	469.86 4,821.70 -120.00 3,924.19
10610 · INSURANCE; PROP & CAS, BOND 10611 · PROFESSIONAL FEES 10611.2 · Attorney 10611.3 · Engineering 10611.4 · Other Support/Consultant	13,004.92 16,138.50 320.00 889.06
Total 10611 · PROFESSIONAL FEES	17,347.56
Total 601 · GENERAL FUND Material & Service	152,306.95

## Port of Brookings Harbor Profit & Loss

January 2024

	Jan 24
710 · GENERAL FUND CAPITAL OUTLAY 10704 · Equipment	30,089.00
Total 710 · GENERAL FUND CAPITAL OUTLAY	30,089.00
Total 600 · GENERAL FUND EXPENDITURES	296,028.89
630 · DEBT SERVICE FUND EXPENDITURES 801 · Principal 30804P · 2018 Genie Forklift Principal	1,362.70
Total 801 · Principal	1,362.70
810 · Interest Payments 30814I · 2018 Genie Forklift Interest	102.01
Total 810 · Interest Payments	102.01
Total 630 · DEBT SERVICE FUND EXPENDITURES	1,464.71
640 · CAPT. PROJ. EXPENDITURES 740 · CAPT. PROJ. CAPITAL OUTLAY 40702 · Land Improvement - Capt Proj 40702.2 · Supplies 40702.4 · FEMA- Dredging PW 189 40702.6 · EPA- Wastewater Treatment Plant 40702.7 · Hazard Mitigation-Paving/Drains 40702.8 · Business Oregon- Dredging 40702.9 · Business Oregon- HMGP	200.88 75,218.24 5,590.00 2,205.00 24,840.25 967.50
Total 40702 · Land Improvement - Capt Proj	109,021.87
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	109,021.87
Total 640 · CAPT. PROJ. EXPENDITURES	109,021.87
660 · DEBT SERV. RV PARK EXPENDITURES 60806P · RV Park Improv. Loan Principal 60815I · RV Park Improv. Loan Interest	3,427.82 1,382.05
Total 660 · DEBT SERV. RV PARK EXPENDITURES	4,809.87
Total Expense	411,325.34
Net Income	-125,781.13

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FUEL DOCK         MARINA         Total GENERAL FUND)         Total GENERAL FULD         TOT           (GENERAL FUND)         (GENERAL FUND)         Total GENERAL FULD         TOT           0.000         21.504.58         21.504.58         21.504.8           0.000         16.367.37         16.367.37         16.367.37           0.000         16.367.37         16.367.37         16.367.37           0.000         1,095.00         1,095.00         1,095.00           0.000         1,095.00         1,095.00         1,095.00           0.000         2,400.00         2,400.00         2,400.00           0.000         1,278.00         1,278.00         1,278.00           0.000         1,278.00         1,278.00         1,278.00           0.000         1,278.00         1,278.00         1,278.00           0.000         3,706.96         3,706.96         3,706.96           0.000         3,706.96         3,706.96         4,65.00           0.000         0.000         0.000         1,491.10           0.000         0.000         1,491.10         1,411.10           0.000         0.000         1,481.10         1,481.10           0.000         0.000 <t< th=""><th>02/06/24</th><th>Profit &amp;</th><th>_</th><th>ral Fund</th><th></th><th></th><th></th></t<>	02/06/24	Profit &	_	ral Fund			
CENNERAL FUND   CENNERAL FUND PROCRAM REVENUES   COND	ash Basis		January 2024				
CENERAL END PROCRAM REVENUES         CORRES ON TOWN OR TOWN OW TOWN OR TOWN OW TOWN OR TOWN OW TOWN OR TOWN OW TOWN OR TOWN OW TOWN OR TOWN OW TOWN OR TOWN OW TOWN OR TOWN OW TOWN OR TOWN OW TOWN OR TOWN OW TOWN OR TOWN OW TOWN OR TOWN OR TOWN OR TOWN OR TOWN OW TOWN OR TOWN OR TOWN OW TOWN OW TOWN OR TOWN OR TOWN OW TOWN OR TOWN OW TOWN OW TOWN OW		BEACHFRONT RV (GENERAL FUND)	COMMERCIAL RET (GENERAL FUND)	FUEL DOCK (GENERAL FUND)	MARINA (GENERAL FUND)	Total GENERAL FU	TOTAL
TODES : BOSE SERVICES         CODO         CODO         CODO         SB.506.65         S	Income 400 · REVENUES 402 · GENERAL FUND PROGRAM REVENUES 10421 · MARINA 10421.2 · MOORAGE 10421.3 · Commercial Slip Rent 10421.4 · Recreational Slip Rent 10421.6 · Transient 10421.6 · Other Moorage	0.00	0.00	0.00 0.00 00.00	21,504.58 16,367.37 180.00 155.00	21,504.58 16,367.37 180.00 455.00	21,504.58 16,367.37 180.00 455.00
10422 Boat Launch (10422 STORAGE)         0.00         0.00         0.00         0.00         0.00         0.109         0.100         0.109	Total 10421.2 · MOORAGE	00:0	00:00	0.00	38,506.95	38,506.95	38,506.95
1,022.1-Solid Storage   0.00	10422 · Boat Launch	0.00	0.00	0.00	1,095.00	1,095.00	1,095.00
TODAI 10423 · STORAGE         0.00         0.00         0.00         5.537.10	10423 · S I OKAGE 10423.1 · Gear Storage 10423.2 · Boat Storage	0.00	0.00	0.00	3,137.10 2,400.00	3,137.10 2,400.00	3,137.10 2,400.00
10424 - ADMINISTRATIVE FEES         0.00         0.00         1,278,00 </th <th>Total 10423 · STORAGE</th> <td>00:0</td> <td>0.00</td> <td>0.00</td> <td>5,537.10</td> <td>5,537.10</td> <td>5,537.10</td>	Total 10423 · STORAGE	00:0	0.00	0.00	5,537.10	5,537.10	5,537.10
1,278,00         1,278,00	10424 - ADMINISTRATIVE FEES	00.00	0.00	0.00	193.84	193.84	193.84
10425 - MARINE SERVICES         0.00         0.00         0.00         3.706.96         469.039.86         469.039.	10425 MANINE 25 10425.1 Travelift 10425.2 · 12 K Telehandler 10425.3 · Other Sales & Fees 10425.4 · Public Hoist	0.0000000000000000000000000000000000000	0.00 0.00 0.00 0.00	0.00	1,278.00 735.00 1,268.46 425.50	1,278.00 735.00 1,268.46 425.50	1,278.00 735.00 1,268.46 425.50
4.27. BEACHFRONT RV PARK 10427.1 Space Rental 10427.2 • China Sales & Fees         0.00         0.00         0.00         104,942.62         106,942.62	Total 10425 · MARINE SERVICES	00:0	0.00	0.00	3,706.96	3,706.96	3,706.96
427 - BEACHFRONT RV PARK         104,942.62         0.00         0.00         0.00         4,626.26	Total 10421 · MARINA	0.00	00.00	0.00	49,039.85	49,039.85	49,039.85
tal 10427 * BEACHFRONT RV PARK         109,568.88         0.00         0.00         0.00         109,568.88         109,568.88           428 · COMMERCIAL RETAIL         0.00         28,321.53         0.00         0.00         28,321.53         28,32           10428.3 · Commercial Property         0.00         28,321.53         0.00         0.00         14,941.59         149,941.	10427 · BEACHFRONT RV PARK 10427.1 · Space Rental 10427.2 · Other Sales & Fees	104,942.62 4,626.26	0.00	0.00	00.00	104,942.62 4,626.26	104,942.62 4,626.26
428 : COMMERCIAL RETAIL         0.00         28,321.53         28,321.63         43,942.82         0.00 <th< th=""><th>Total 10427 · BEACHFRONT RV PARK</th><td>109,568.88</td><td>0.00</td><td>00.0</td><td>00:0</td><td>109,568.88</td><td>109,568.88</td></th<>	Total 10427 · BEACHFRONT RV PARK	109,568.88	0.00	00.0	00:0	109,568.88	109,568.88
tal 10428 · COMMERCIAL RETAIL         0.00         43,942.82         0.00         43,942.82         43,942.82         43,942.82         43,942.82         43,942.82         43,942.82         43,942.82         43,942.82         43,942.82         43,942.82         43,942.82         43,942.82         43,942.82         31,303.49         1,014.95         32,318.44	10428 · COMMERCIAL RETAIL 10428.1 · Retail Property 10428.2 · Docks 10428.3 · CPI and Other Fees	0.00	28,321.53 14,941.59 679.70	0.00	0.00	28,321.53 14,941.59 679.70	28,321.53 14,941.59 679.70
429 F UEL DOCK 430 - Landing Fees         0.00 0.00         0.00 0.00         0.00 0.00         0.00 0.00         0.00 0.00         1,014.95 1,451.10         1,014.95 1,451.10         32,318.44 1,451.10         32,318.44 1,451.10         32,318.44 1,451.10         32,318.44 1,451.10         32,318.44 1,451.10         32,318.49         1,451.10         1,451.10         1,451.10         1,451.10         1,451.10         1,451.10         1,451.10         1,451.10         1,451.10         1,451.10         236,321.09 </th <th>Total 10428 · COMMERCIAL RETAIL</th> <td>0.00</td> <td>43,942.82</td> <td>0.00</td> <td>00:00</td> <td>43,942.82</td> <td>43,942.82</td>	Total 10428 · COMMERCIAL RETAIL	0.00	43,942.82	0.00	00:00	43,942.82	43,942.82
402 · GENERAL FUND PROGRAM REVENUES         109,568.8B         43,942.82         31,303.49         51,505.90         236,321.09         23           NO · REVENUES         109,568.8B         43,942.82         31,303.49         51,505.90         236,321.09         236,321.09           me         109,568.8B         43,942.82         31,303.49         51,505.90         236,321.09         33	10429 · FUEL DOCK 10430 · Landing Fees	0.00	0.00	31,303.49 0.00	1,014.95	32,318.44 1,451.10	32,318.44 1,451.10
Mo-Revenues         109,568.88         43,942.82         31,303.49         51,505.90         236,321.09           me         109,568.88         43,942.82         31,303.49         51,505.90         236,321.09	Total 402 · GENERAL FUND PROGRAM REVENUES	109,568.88	43,942.82	31,303.49	51,505.90	236,321.09	236,321.09
me         109,568.88         43,942.82         31,303.49         51,505.90         236,321.09           109,568.88         43,942.82         31,303.49         51,505.90         236,321.09	Total 400 · REVENUES	109,568.88	43,942.82	31,303.49	51,505.90	236,321.09	236,321.09
109,568.88 43,942.82 31,303.49 51,505.90 236,321.09	Total Income	109,568.88	43,942.82	31,303.49	51,505.90	236,321.09	236,321.09
	Gross Profit	109,568.88	43,942.82	31,303.49	51,505.90	236,321.09	236,321.09

# Port of Brookings Harbor Profit & Loss General Fund January 2024

02/06/24 Cash Basis

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	BEACHFRONT RV (GENERAL FUND)	COMMERCIAL RET (GENERAL FUND)	FUEL DOCK (GENERAL FUND)	MARINA (GENERAL FUND)	Total GENERAL FU	TOTAL
10508 · Payroll Taxes/Costs/Benefits 10508.5 · SEP Retirement	807.09	1,096.30	1,096.28	1,549.86	4,549.53	4,549.53
Total 10508 · Payroll Taxes/Costs/Benefits	807.09	1,096.30	1,096.28	1,549.86	4,549.53	4,549.53
10510 · Health Care and Dental 10512 · Workers Compensation	2,409.24 240.71	2,409.24 240.71	2,409.24 240.70	2,409.24 240.71	9,636.96 962.83	9,636.96 962.83
Total 500 · PERSONNEL SERVICES	3,457.04	3,746.25	3,746.22	4,199.81	15,149.32	15,149.32
601 · GENERAL FUND Material & Service 10601 · ADVERTISING & NOTIFICATIONS	17.56	17.54	17.56	17.56	70.22	70.22
10002. TEFAINS & MAIN LENANCE 10602.1 · Equip. Repair/Maintenance 10602.2 · Supplies 10602.3 · Services	13.00 2,287.72 1,108.30	0.00 3,250.63 4,558.35	0.00 958.24 122.00	4,121.37 9,219.16 6,861.17	4,134.37 15,715.75 12,649.82	4,134.37 15,715.75 12,649.82
Total 10602 · REPAIRS & MAINTENANCE	3,409.02	7,808.98	1,080.24	20,201.70	32,499.94	32,499.94
10603 · FUEL purchased for resale	0.00	0.00	49,437.33	00.00	49,437.33	49,437.33
10605.1 · Electric 10605.3 · Sanitary 10605.5 · Telecommunications 10605.6 · Waste Removal	2,508.56 1,917.37 282.53 2 708.66	780.91 926.95 64.47	116.14 33.14 110.92 0.00	14,307.18 754.71 741.30 3.405.54	17,712.79 3,632.17 1,199.22 6,114.20	17,712.79 3,632.17 1,199.22 6.114.20
10605.7 · Water	722.60	143.25	26.00	1,301.00	2,192.85	2,192.85
Total 10605 · UTILITIES	8,139.72	1,915.58	286.20	20,509.73	30,851.23	30,851.23
10606 · OFFICE EXPENSE	117.47	117.47	117.47	117.45	469.86	469.86
10609 - PANN SERVICE & FINANCE FEES 10608 - TRAINING & TRAVEL 10609 - PERMITS, LICENSES, TAXES & MISC	3,001.10 -30.00 245.41	-30.00 -30.00 -935.00	47 3.30 -30.00 245.42	731.00 -30.00 4,368.36	4,003.00 -120.00 3,924.19	4,603.00 -120.00 3,924.19
10610 · INSURANCE; PROP & CAS, BOND	1,185.73	2,556.16	59.75	9,203.28	13,004.92	13,004.92
10611.2 Attorners 10611.3 Engineering 10611.4 Other Support/Consultant	2,529.00 0.00 324.02	3,325.50 0.00 125.03	2,529.00 0.00 124.98	7,755.00 320.00 315.03	16,138.50 320.00 889.06	16,138.50 320.00 889.06
Total 10611 · PROFESSIONAL FEES	2,853.02	3,450.53	2,653.98	8,390.03	17,347.56	17,347.56
Total 601 · GENERAL FUND Material & Service	19,539.09	14,901.26	54,341.31	63,509.19	152,290.85	152,290.85
Total 600 · GENERAL FUND EXPENDITURES	22,996.13	18,647.51	58,087.53	67,709.00	167,440.17	167,440.17
640 · CAPT. PROJ. EXPENDITURES 740 · CAPT. PROJ. CAPITAL OUTLAY 40702 · Land Improvement · Capt Proj 40702.2 · Supplies	0.00	0.00	200.88	0.00	200.88	200.88
Total 40702 · Land Improvement - Capt Proj	0.00	0.00	200.88	0.00	200.88	200.88
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	0.00	0.00	200.88	00:00	200.88	200.88
Total 640 · CAPT. PROJ. EXPENDITURES	0.00	0.00	200.88	0.00	200.88	200.88

# Port of Brookings Harbor Profit & Loss General Fund

January 2024

Cash Basis

8:44 AM 02/06/24 Net Income

	BEACHFRONT RV	COMMERCIAL RET	FUEL DOCK	MARINA		
	(GENERAL FUND)	(GENERAL FUND)	(GENERAL FUND)	(GENERAL FUND)	Total GENERAL FU	TOTAL
Total Expense	22,996.13	18,647.51	58,288.41	67,709.00	167,641.05	167,641.05
at Income	86,572.75	25,295.31	-26,984.92	-16,203.10	68,680.04	68,680.04

	Jul '23 - Jun 24	Budget	% of Budget
Income			
400 · REVENUES 401 · GENERAL FUND REVENUES			
10411 · Cash Carry Over 10412 · Property Tax Current 10413 · Property Tax Prior 10414 · Interest General Fund 10417 · Assets Sales 10418 · Miscellaneous	0.00 261,381.67 12,831.47 6,111.16 0.00 6,176.13	402,242.00 270,000.00 10,000.00 2,000.00 10,000.00 50,000.00	0.0% 96.8% 128.3% 305.6% 0.0% 12.4%
10419 · Transfer to General Fund 10420 · Grants & Other Funding - GF 401 · GENERAL FUND REVENUES - Other	0.00 9,119.69 0.59	0.00 0.00	0.0% 100.0%
Total 401 · GENERAL FUND REVENUES	295,620.71	744,242.00	39.7%
402 · GENERAL FUND PROGRAM REVENUES 10421 · MARINA 10421.2 · MOORAGE	104 442 62		
10421.3 · Commercial Slip Rent 10421.4 · Recreational Slip Rent 10421.5 · Transient 10421.6 · Other Moorage 10421.2 · MOORAGE - Other	104,443.63 183,662.22 9,331.61 7,895.00 15.00		
Total 10421.2 · MOORAGE	305,347.46		
10422 · Boat Launch 10423 · STORAGE	16,683.05		
10423.1 · Gear Storage 10423.2 · Boat Storage	26,990.47 21,550.00		
Total 10423 · STORAGE	48,540.47		
10424 · ADMINISTRATIVE FEES 10425 · MARINE SERVICES	5,335.09		
10425.1 · Travelift 10425.2 · 12 K Telehandler 10425.3 · Other Sales & Fees 10425.4 · Public Hoist	23,181.00 6,144.00 28,965.60 831.04		
Total 10425 · MARINE SERVICES	59,121.64		
10426 · EVENTS ON PORT PROPERTY 10421 · MARINA - Other	5,802.00 0.00	750,000.00	0.0%
Total 10421 · MARINA	440,829.71	750,000.00	58.8%
10427 · BEACHFRONT RV PARK 10427.1 · Space Rental 10427.2 · Other Sales & Fees 10427 · BEACHFRONT RV PARK - Other	348,001.24 28,373.01 0.00	750,000.00	0.0%
Total 10427 · BEACHFRONT RV PARK	376,374.25	750,000.00	50.2%
10428 · COMMERCIAL RETAIL 10428.1 · Retail Property 10428.2 · Docks 10428.3 · CPI and Other Fees 10428 · COMMERCIAL RETAIL · Other	226,491.22 109,496.20 20,788.26 0.00	590,000.00	0.0%
Total 10428 · COMMERCIAL RETAIL	356,775.68	590,000.00	60.5%
10429 · FUEL DOCK 10430 · Landing Fees	448,873.84 2,087.32	1,000,000.00 50,000.00	44.9% 4.2%
Total 402 · GENERAL FUND PROGRAM REVENUES	1,624,940.80	3,140,000.00	51.7%
420 · USDA REVENUE BOND FUND			
20411 · Cash Carry Over - USDA Revenue 20414 · Interest Revenue Bond Fund 20419 · Transfer to USDA Bond Fund	0.00 2,182.11 75,901.00	103,660.00 800.00 130,120.00	0.0% 272.8% 58.3%
Total 420 · USDA REVENUE BOND FUND	78,083.11	234,580.00	33.3%
430 · DEBT SERVICE FUND REVENUE 30411 · Cash Carry Over - Debt Service 30414 · Interest Debt Service Fund 30419 · Transfer to Debt Service Fund	0.00 1,445.68 209,733.97	23,700.00 616.00 486,213.00	0.0% 234.7% 43.1%
Total 430 · DEBT SERVICE FUND REVENUE	211,179.65	510,529.00	41.4%
440 · CAPITAL PROJECTS FUND REVENUE			

	Jul '23 - Jun 24	Budget	% of Budget
40411 · Cash Carry Over - Capt Proj 40416 · Government Funding	0.00	2,500.00	0.0%
40416.2 · FEMA Funding PW 162 (Closed)	79,842.98	0.00	100.0%
40416.4 · FEMA- Dredging PW 189	555,277.22	1,835,304.00	30.3%
40416.5 · FEMA- Dredging PW 190 (Admin) 40416.6 · EPA- Wastewater Treatment Plant	10,943.48	0.00	100.0%
40416.7 · Hazard Mitigation-Paving/Drains	77,306.26 0.00	3,500,000.00 1,200,000.00	2.2% 0.0%
40416.8 · Business Oregon Match-Dredging	39,744.00	500,000.00	7.9%
40416.9 · Business Oregon Match-HMGP	0.00	500,000.00	0.0%
40416 · Government Funding - Other	140,527.00		
Total 40416 · Government Funding	903,640.94	7,535,304.00	12.0%
40419 · Transfer to Capital Project	0.00	0.00	0.0%
Total 440 · CAPITAL PROJECTS FUND REVENUE	903,640.94	7,537,804.00	12.0%
450 · RESERVE FUND REVENUE			
50411 · Cash Carry Over - Reserve Fund	0.00	400,236.00	0.0%
50414 · Interest Reserve Fund 50419 · Transfer to Reserve Fund	3,922.95 14,000.00	2,000.00 24,000.00	196.1% 58.3%
50419 • Hallster to Reserve Fund	0.00	50,000.00	0.0%
Total 450 · RESERVE FUND REVENUE	17,922.95	476,236.00	3.8%
460 · DEBT SERV. RV PARK IMPROV. FUND			
60419 · Transfer OR FFC 2020 Debt Serv.	33,669.09	57,718.00	58.3%
Total 460 · DEBT SERV. RV PARK IMPROV. FUND	33,669.09	57,718.00	58.3%
470 · PORT CONSTRUCTION FUND REVENUE	0.00	0.500.00	0.00/
70411 · Cash Carry Over - Port Const. 70414 · Interest Port Construction Fund	0.00 1,037.09	2,500.00 0.00	0.0% 100.0%
70414 · Interest Port Construction Fund	0.00	50,000.00	0.0%
Total 470 · PORT CONSTRUCTION FUND REVENUE	1,037.09	52,500.00	2.0%
Total 400 · REVENUES	3,166,094.34	12,753,609.00	24.8%
70429 · Returned Check Charges	50.00		
Total Income	3,166,144.34	12,753,609.00	24.8%
Gross Profit	3,166,144.34	12,753,609.00	24.8%
Expense			
600 · GENERAL FUND EXPENDITURES			
10900 · Operating Transfers Out General	333,304.06	658,051.00	50.7%
500 · PERSONNEL SERVICES			
10502 · Office Staff	221,367.20	292,398.00	75.7%
10504 · Operations Staff 10506 · Overtime	112,330.98 6,536.51	271,653.00 11,475.00	41.4% 57.0%
10508 · Payroll Taxes/Costs/Benefits	0,550.51	11,475.00	37.070
10508.1 · Paid Holidays	14,390.32		
10508.2 · Sick Leave Benefit	5,105.48		
10508.3 · Vacation	22,223.03		
10508.4 · Payroll Taxes 10508.5 · SEP Retirement	39,355.04 35.532.50	0.00	100.0%
10508 · Payroll Taxes/Costs/Benefits - Other	0.01	185,338.00	0.0%
Total 10508 · Payroll Taxes/Costs/Benefits	116,606.38	185,338.00	62.9%
10510 · Health Care and Dental	65,358.91	130,000.00	50.3%
10512 · Workers Compensation	1,808.99	15,000.00	12.1%
Total 500 · PERSONNEL SERVICES	524,008.97	905,864.00	57.8%
601 · GENERAL FUND Material & Service			
10601 · ADVERTISING & NOTIFICATIONS	3,352.84	5,476.00	61.2%
10602 · REPAIRS & MAINTENANCE	42 770 46		
10602.1 · Equip. Repair/Maintenance 10602.2 · Supplies	42,770.16 98,766.80		
10602.3 · Services	130,230.21		
10602 · REPAIRS & MAINTENANCE - Other	0.00	368,078.00	0.0%
Total 10602 · REPAIRS & MAINTENANCE	271,767.17	368,078.00	73.8%
10603 · FUEL purchased for resale 10605 · UTILITIES	416,579.17	800,000.00	52.1%
10605.1 · Electric	57,992.07		
10605.3 · Sanitary	30,793.65		
10605.5 · Telecommunications	9,874.53		
10003.3 Telecollillullications	3,074.33		

	Jul '23 - Jun 24	Budget	% of Budget
10605.6 · Waste Removal	54,913.65		
10605.7 · Water 10605 · UTILITIES - Other	18,247.11 0.00	310,000.00	0.0%
Total 10605 · UTILITIES		310,000.00	55.4%
10606 · OFFICE EXPENSE	11,629.34	41,000.00	28.4%
10607 · BANK SERVICE & FINANCE FEES 10608 · TRAINING & TRAVEL 10609 · PERMITS, LICENSES, TAXES & MISC	32,307.16 3,338.28	60,000.00 10,000.00	53.8% 33.4%
10609 · PERMITS, LICENSES, TAXES & MISC - Ot	28,999.04	80,392.00	36.1%
Total 10609 · PERMITS, LICENSES, TAXES & MISC	28,999.04	80,392.00	36.1%
10610 · INSURANCE; PROP & CAS, BOND 10611 · PROFESSIONAL FEES 10611.2 · Attorney	86,182.19 55,541.00	130,000.00	66.3%
10611.3 · Engineering 10611.4 · Other Support/Consultant 10611 · PROFESSIONAL FEES - Other	6,620.00 8,394.76 0.00	235,000.00	0.0%
Total 10611 · PROFESSIONAL FEES		<u> </u>	30.0%
-	70,555.76	235,000.00	
Total 601 · GENERAL FUND Material & Service	1,096,531.96	2,039,946.00	53.8%
710 · GENERAL FUND CAPITAL OUTLAY 10704 · Equipment 710 · GENERAL FUND CAPITAL OUTLAY - Other	30,089.00 0.00	0.00	0.0%
Total 710 · GENERAL FUND CAPITAL OUTLAY	30,089.00	0.00	100.0%
920 · OPERATING CONTINGENCY	0.00	255,382.00	0.0%
Total 600 · GENERAL FUND EXPENDITURES	1,983,933.99	3,859,243.00	51.4%
620 · USDA REVENUE BOND EXPENDITURES			
20801P · USDA Revenue Bond Principal 20810I · USDA Revenue Bond Interest	88,084.37 42,035.63	42,010.00	209.7%
620 · USDA REVENUE BOND EXPENDITURES - Other	0.00	88,110.00	0.0%
Total 620 · USDA REVENUE BOND EXPENDITURES	130,120.00	130,120.00	100.0%
630 · DEBT SERVICE FUND EXPENDITURES 30802P · IFA PRINCIPAL 30802.1 · OBDD #520139/Boardwalk Prin 30802.2 · OBDD #525172/RV Park Prin. 30802.3 · OBDD #525176/Green Bldg Prn 30802.4 · OBDD #525181/EurekaFish Prn 30802.5 · SPWF #L02009/Cold Strg Prin 30802.9 · SPWF X03004/Eureka Fishery Prin 30802P · IFA PRINCIPAL - Other	7,586.92 6,841.84 12,048.18 7,825.96 111,327.24 9,369.86 0.00	310,000.00	0.0%
Total 30802P · IFA PRINCIPAL	155,000.00	310,000.00	50.0%
801 · Principal 30803P · 50 BFMII Travelift Principal 30804P · 2018 Genie Forklift Principal 30806P · Land Sale Assests, Pay IFA Debt	18,424.36 9,404.96 0.00	18,424.00 16,333.00 140,000.00	100.0% 57.6% 0.0%
Total 801 · Principal	27,829.32	174,757.00	15.9%
810 · Interest Payments 30813I · 50 BFMII Travelift Interest 30814I · 2018 Genie Forklift Interest	211.64 848.01	212.00 1,243.00	99.8% 68.2%
- Total 810 · Interest Payments	1,059.65	1,455.00	72.8%
Total 630 · DEBT SERVICE FUND EXPENDITURES	183,888.97	486,212.00	37.8%
640 · CAPT. PROJ. EXPENDITURES 740 · CAPT. PROJ. CAPITAL OUTLAY 40702 · Land Improvement - Capt Proj 40702.2 · Supplies 40702.4 · FEMA- Dredging PW 189 40702.5 · FEMA- Dredging PW 190 (Admin) 40702.6 · EPA- Wastewater Treatment Plant	200.88 632,772.13 8,335.39 106,552.83	1,835,304.00 0.00 3,500,000.00	34.5% 100.0% 3.0%
40702.7 · Hazard Mitigation-Paving/Drains 40702.8 · Business Oregon- Dredging 40702.9 · Business Oregon- HMGP 40702 · Land Improvement - Capt Proj - Other	8,220.00 211,220.74 2,410.00 0.00	1,200,000.00 500,000.00 500,000.00 0.00	0.7% 42.2% 0.5% 0.0%

	Jul '23 - Jun 24	Budget	% of Budget
Total 40702 · Land Improvement - Capt Proj	969,711.97	7,535,304.00	12.9%
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	969,711.97	7,535,304.00	12.9%
Total 640 · CAPT. PROJ. EXPENDITURES	969,711.97	7,535,304.00	12.9%
650 · RESERVE FUND EXPENDITURES 50100 · RESERVE FUND CAPITAL OUTLAY 50200 · RESERVE for FUTURE EXPENDITURE	0.00 0.00	0.00 476,236.00	0.0% 0.0%
Total 650 · RESERVE FUND EXPENDITURES	0.00	476,236.00	0.0%
660 · DEBT SERV. RV PARK EXPENDITURES 60806P · RV Park Improv. Loan Principal 60815I · RV Park Improv. Loan Interest	23,811.97 9,857.12	41,085.00 16,633.00	58.0% 59.3%
Total 660 · DEBT SERV. RV PARK EXPENDITURES	33,669.09	57,718.00	58.3%
670 · PORT CONST FUND EXPENDITURES 70100 · PORT CONST. CAPITAL OUTLAY 70100 · PORT CONST. CAPITAL OUTLAY - Other	0.00	50,000.00	0.0%
Total 70100 · PORT CONST. CAPITAL OUTLAY	0.00	50,000.00	0.0%
Total 670 · PORT CONST FUND EXPENDITURES	0.00	50,000.00	0.0%
930 · Fund Balances 10930 · Unappropriated Balance GF 20930 · Unappropriated Balance-USDA 30930 · Unappropriated Balance Debt 40930 · Unappropriated Balance Capt Pro 50930 · Unappropriated Balance Reserve	0.00 0.00 0.00 0.00 0.00	25,000.00 104,460.00 24,316.00 2,500.00 0.00	0.0% 0.0% 0.0% 0.0% 0.0%
70930 · Unappropriated Balance Port Con	0.00	2,500.00	0.0%
Total 930 · Fund Balances	0.00	158,776.00	0.0%
Total Expense	3,301,324.02	12,753,609.00	25.9%
Income	-135,179.68	0.00	100.0%

## Port of Brookings Harbor Check Registers

As of January 31, 2024

100 · UNRESTRICTED CASH & EQUIVALENTS
US Bank Equipment Finance Contract No. 500-0623925-000 RICOH IMC6000 Copier Spectrum Business 8413 10 002 0066 Internet & Voice for Port Merping Room 12/19/23 - 1/18/24 Spectrum Business 8413 10 002 0062 Internet & Voice for Port Merping Room 12/19/23 - 1/18/24
, -
Account #7 00001 Trash Toll Notation Account #7 00001 Trash Dumpsters
Four Aces Security Solutions LLC DECEMBER 2023 - 63 Hours Security Patrol - 33.33%Marina, 33.33%Beachfront RV Park, 33.33. VERIZON WIRELESS Account#742050310-00001 Mobile Phones for Staff
, , ,
STRIPE DEBIT - REFUNDS \$145.67 Issued 1/11/24 Business Account #A2VUC5YWS42764 - Supplies/Materials
Account #: 0496007075666 Fuel Purchases for Port Vehicles/Equipment
Advice of Debit 651787796 ezLaborManager/ADP 300 Timeclock (3 Timeclocks)
Account # 56851 Fuel Purchase for Resale BIN: 0294055-3 (4th OTR 2023 Lodoing Taxes)
Advice of Debit 652389678 Processing Charges for Year End 2023
Legal Services HD Relav Advanced Streaming - 500GB Monthly
OIL CHANGE EQ #1110
Valvoline Instant Uil Change OIL CHANGE EQ #1109 Rentprep Enterprise/Fidelis Screening 1-Background Check for Moorage Application
D
beachfront RV Park reservation system Customer#8068462
Hubbell Grips & Shipping
Customer#8068462 STARTER MAINTENANCE
SAIF (workers' compensation provider) Workers' Compensation Policy (December 2023)
G Suite for Domain 'Port of Brookings Harbor' website EXPIRES 27 JAN 2025 ACCT# 822663001
SDAO Spec. Dist. Assoc. OR - Training ACCT#30999
Account#113208511 Standard Pro Monthly Service Customer # 507410 Copier Lease & Maintenance
Support for Port Office Alarm System SUPPORT JANUARY 2024
10 002 0001 8752 19 060 0025169-Beachfront RV Internet
HD Relay Advanced Streaming - 500GB Monthly
DEC
DEC 2023 MERCHANT SERVICE FEE ACCT #316 Port Office DEC 2023 MERCHANT SERVICE FEE ACCT #873 Ventek Boat Launch
Employer Contribution 1/10/2024
Employer Contribution 1/10/2024 Employer Contribution 1/10/2024
Employer Contribution 1/10/2024 Employer Contribution 1/10/2024
Employer Contribution 1/10/2024 Employer Contribution 1/10/2024
Employer Contribution 1/10/2024 Employer Contribution 1/10/2024

# Port of Brookings Harbor Check Registers

As of January 31, 2024

Credit	240.00 146.49 146.19 146.19 140,521.00 140,521.00 140,521.00 146.19 159.78 160.19 17.00 17
Debit	90,000.00
Мето	Employer Contribution 1/10/2024 Employer Contribution 1/24/2024 Miscellaneous Debt Account Maintenance Fee for 1/2/23 Miscellaneous Debt Account Maintenance Maint
Name	Edward Jones Edward Jones Edward Jones Charles Schwab & Co., Inc Edward Jones Card Jones Edward Jones Ereeman Rock, Inc. Goo-Curry Electric Cooperative, Inc. Harbor Water District Mascott Equipment Oak Street Tank & Steel, Inc. MAPA Auto Part
Date	01/10/2024 01/10/2024 01/24/2024 01/24/2024 01/24/2024 01/24/2024 01/24/2024 01/24/2024 01/24/2024 01/22/2024 01/22/2024 01/22/2024 01/05/2024
Num	DEBIT
Type	Check

# Port of Brookings Harbor Check Registers

Check Registers As of January 31, 2024

Туре	Num Date	Name	Мето	Debit	Credit
Bill Pmt -Check Bill Pmt -Chec	11762 11763 11764 11765 11712024 11766 11717022 11769 11770 11770 11770 11771 11771 11771 11771 11771 11771 11772 11774 11774 11774 11775 11774 11775 11776 11777 11779 11778 11778 11780 11780 11781 11781 11781 11782 11783 11783 11783 11784 11784 11784 11785 11785 11786 11787 11787 11787 11787 11787 11788 11789	Pape Material Handling Platt SDAO Spec. Dist. Assoc. OR - Health SDAO Spec. Dist. Assoc. OR - Prop & Wes' Towing EMC-Engineers/Scientists, LLC Wes' Towing EMC-Engineers/Scientists, LLC Acounty Lumber Yard, Inc. Anchor Lock & Key AntoZone, Inc. Coos-Curry Electric Cooperative, Inc. Coos-Curry Bectric Cooperative, Inc. Country Media, Inc. Harbor Truss and Supply LLC In-Motion Graphics and Design, LLC Les Schwab Tire Center Mascott Equipment Pape Material Handling Pump Pipe & Tank Services, LLC Strahm's Sealcoat & Striping Thermor Fluids, Inc. Freeman Rock, Inc.	Customer No. 1070715 Equipment Maintenance & Repair Customer Acct#127691 Electrical Supplies Customer # 03-0016414 - HEALTHCARE PREMIUM Policy#31716414-203 Customer ID: 01-16414 - 2021 PROPERTY & CASUALTY POLICY BP0033739 Account # PO24273 Removal of Used Oil and Oily Water TOWING SERVICES 3.2 hrs Engineering & Planning (Port) Curry County Lodging Tax - 4th QTR 2023 Account #776 Hardware Supplies & Materials SERVICE CALL TO REPLACE CODE LOCK AT MENS' RESTROOM AT RV PARK CUSTOM FOR Electrical Service Customer ID: 011533394 - Supplies/Equipment Repair & Maintenace CUST# 38747 Curry Coastal Pilot Notices CUST# 38747 Curry Customer Notices CU	0000	1,468.82 615.75 9,681.66 13,004.92 225.07 100.00 320.00 7,597.70 1,1624 50.00 69.93 8,175.64 300.00 50
Total 10103 · 0	Total 10103 · General Funds Ckg Umpqua 3634	qua 3634		50,000.00	435,309.96
Total 101 · GEN	otal 101 · GENERAL FUND CHECKING & LGIP	3 & LGIP		50,000.00	435,309.96
10101 · Petty Cash Total 10101 · Petty Cash	a <b>sh</b> etty Cash				
Total 100 · UNRE	Total 100 · UNRESTRICTED CASH & EQUIVALENTS	UIVALENTS		50,000.00	435,309.96
110 · RESTRICTI 104 · RESTRIC 20104 · USDA Total 20104 · U	110 · RESTRICTED CASH & EQUIVALENTS 104 · RESTRICTED MONEY MKT & CHECKING 20104 · USDA BOND Umpqua MM 9529 Total 20104 · USDA BOND Umpqua MM 9529	VTS ECKING 29 M 9529			
<b>30104 · Debt ( 60104 · OR I</b> Check D General Journal D	30104 · Debt Service Umpqua MM 8627 60104 · OR FFC 2020 Debt Service k DEBIT 01/16/2024 rial Journal DEBT 1/5 01/05/2024	27 24 Umpqua Bank/OR FFC Agreement 20 24	OR FFC Agreement 2020 Payment #42 Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment	4,809.87	4,809.87
Total 60104	Total 60104 · OR FFC 2020 Debt Service	vice		4,809.87	4,809.87
<b>30104 · Deb</b> i Check Deck General Journal	<b>30104 · Debt Service Umpqua MM 8627</b> DEBIT 01/16/2024 al Journal DEBT 1/5 01/05/2024	<b>5627 - Other</b> 24 Umpqua Bank/Loan#747041620 24	Genie Reach Forklift Loan#747041620 Payment #71 Transfer to Debt Service Fund for Fork Lift Payment	1,464.71	1,464.71
Total 30104	Total 30104 · Debt Service Umpqua MM 8627 - Other	JM 8627 - Other		1,464.71	1,464.71
Total 30104 ·   <b>40104 · Capit</b> : <b>70104.1 · Pc</b>	Total 30104 · Debt Service Umpqua MM 8627 40104 · Capital Projects Umpqua 8018 70104.1 · Port Construction Fund	M 8627 8		6,274.58	6,274.58

## Port of Brookings Harbor Check Registers As of January 31, 2024

Cash basis				As of January 31, 2024		
Type	Num	Date	Name	Memo	Debit	Credit
General Journal PortC Bill Pmt -Check 519	PortCon 1/5 519	01/05/2024 01/05/2024	Oldcastle Infrastructure, Inc.	(SLFRF) Transfer from LGIP General Fund 6017 from to Port Construction Fund to pay Oldcastle I Account #020-002022 Oil/Water Separator - Capital Outlay - S.L.F.R.F Funding	50,000.00	30,089.00
Total 70104.1 · Port Construction Fund	Port Constr	ruction Fund			50,000.00	30,089.00
40104 · Capital Projects Umpqua 8018 · Other           General Journal         CP 1/5         01/05/2024           General Journal         CP 1/17         01/17/2024           General Journal         CP 1/17         01/17/2024           General Journal         CP 1/17         01/17/2024           General Journal         CP 1/3/24         01/03/2024           General Journal         CP 1/3/24         01/03/2024           General Journal         CP 1/3/24         01/02/2024           Bill Pmt -Check         517         01/02/2024           Bill Pmt -Check         520         01/02/2024           Bill Pmt -Check         520         01/05/2024           Bill Pmt -Check         520         01/17/2024           Bill Pmt -Check         520         01/17/2024           Bill Pmt -Check         522         01/17/2024           Bill Pmt -Check         522         01/17/2024           Bill Pmt -Check         523         01/17/2024           Bill Pmt -Check         524         01/17/2024	oital Projects U CP 1/5 CP 1/5 CP 1/7 CP 1/17 CP 1/17 CP 1/3/24 CP 1/3/24 CP 1/3/24 CP 1/29 517 520 521 522 522 523 524	01/05/2024 01/05/2024 01/17/2024 01/17/2024 01/03/2024 01/03/2024 01/03/2024 01/02/2024 01/02/2024 01/02/2024 01/02/2024 01/17/2024 01/17/2024	Billeter Marine, LLC-vendor Core & Main Pacific Pole Buildings, LLC Billeter Marine, LLC-vendor EMC-Engineers/Scientists, LLC Billeter Marine, LLC-vendor	Transfer to pay Pacific Pole Buildings (PW189)  Transfer to pay Billeter Marine (PW189)  Transfer to pay EMC 91009-2377 (WMCP)  Transfer to pay EMC 91009-2377 (WWTP)  Transfer to pay EMC 91009-2380 (PW189)  Transfer to pay Billeter and Core & Main (PW189)  Transfer to pay Billeter and Core & Main (PW189)  Transfer to pay Billeter and Core & Main (PW189)  Transfer to pay Billeter and Core & Main (PW189)  Transfer to pay Billeter and Core & Main (PW189)  Soil Sediment (Clamshell) Removal (PW189)  Soil Sediment (Clamshell) Removal (PW189)  Soil Sediment (Clamshell) Removal (PW189)  8.1 Engineering hours plus travel, review clamshell (PW189)  41.6 Engineering on NHMP (HMGP)  Soil Sediment (Clamshell) Removal (PW189)	6,252.00 33,544.96 2,940.00 5,590.00 1,740.00 25,971.23 25,000.00 7,782.80	45,480.60 5,490.63 6,252.00 33,544.96 1,740.00 5,590.00 7,782.80
Total 40104 · Capital Projects Umpqua 8018 - Other	apital Proje	cts Umpqua 80	)18 - Other		108,820.99	108,820.99
Total 40104 · Capital Projects Umpqua 8018	ital Project	s Umpqua 801	8		158,820.99	138,909.99
Total 104 · RESTRICTED MONEY MKT & CHECKING	CTED MO	NEY MKT & CH	HECKING		165,095.57	145,184.57
Total 110 · RESTRICTED CASH & EQUIVALENTS	TED CASH	1 & EQUIVALE	:NTS		165,095.57	145,184.57
TOTAL					215,095.57	580,494.53

# Port of Brookings Harbor ACH and Debit Card Payments January 2024

8:47 AM 02/06/24

Num	Date	Name	January 2024 Account	Paid Amount
ACH DEBIT	01/03/2024 Tyree Oil, Inc		10103 · General Funds Ckg Umpqua 3634	1-27,576.18
ACH DEBIT	01/03/2024 Curry Transfer & Recycling	cycling	10103 · General Funds Ckg Umpqua 3634	-5,946.20
ACH DEBIT	01/04/2024 Spectrum Business 8413 10 002 0066603	8413 10 002 0066603	10103 · General Funds Ckg Umpqua 3634	132.97
ACH DEBIT	01/05/2024 US Bank Equipment Finance	Finance	10103 · General Funds Ckg Umpqua 3634	-223.20
ACH DEBIT	01/05/2024 ADP		10103 · General Funds Ckg Umpqua 3634	140.71
ACH DEBIT	01/06/2024 Spectrum Business 8413 10 002 0062263	8413 10 002 0062263	10103 · General Funds Ckg Umpqua 3634	124.98
ACH DEBIT	01/08/2024 Four Aces Security Solutions LLC	Solutions LLC	10103 · General Funds Ckg Umpqua 3634	-3,175.00
ACH DEBIT	01/11/2024 BL/ RV Park		10103 · General Funds Ckg Umpqua 3634	145.67
ACH DEBIT	01/17/2024 Amazon Capital Services	/ices	10103 · General Funds Ckg Umpqua 3634	-684.04
ACH DEBIT	01/17/2024 Chevron Business Card	ard	10103 · General Funds Ckg Umpqua 3634	-718.50
ACH DEBIT	01/17/2024 Miller Nash LLP		10103 · General Funds Ckg Umpqua 3634	-10,468.50
ACH DEBIT	01/18/2024 Ziply Fiber 541-412-7930-102902-5	7930-102902-5	10103 · General Funds Ckg Umpqua 3634	1-46.44
ACH DEBIT	01/18/2024 VERIZON WIRELESS	"	10103 · General Funds Ckg Umpqua 3634	-380.55
ACH DEBIT	01/19/2024 ADP		10103 · General Funds Ckg Umpqua 3634	158.11
ACH DEBIT	01/21/2024 Ziply Fiber 541-469-5867-121516-5	3867-121516-5	10103 · General Funds Ckg Umpqua 3634	-88.04
ACH DEBIT	01/24/2024 Tyree Oil, Inc		10103 · General Funds Ckg Umpqua 3634	-21,861.15
ACH DEBIT	01/24/2024 Oregon Lodging Tax		10103 · General Funds Ckg Umpqua 3634	1,628.08
ACH DEBIT	01/26/2024 ADP		10103 · General Funds Ckg Umpqua 3634	-183.85
ACH DEBIT	01/29/2024 Miller Nash LLP		10103 · General Funds Ckg Umpqua 3634	-5,670.00
ACH DEBIT	01/31/2024 ADP		10103 · General Funds Ckg Umpqua 3634	167.40
ATM DEBIT	01/01/2024 Rentprep Enterprise/Fidelis Screening	/Fidelis Screening	10103 · General Funds Ckg Umpqua 3634	19.95
ATM DEBIT	01/02/2024 US Relay/HD Relay		10103 · General Funds Ckg Umpqua 3634	00.66-
ATM DEBIT	01/02/2024 Valvoline Instant Oil Change	Change	10103 · General Funds Ckg Umpqua 3634	1 -54.99
ATM DEBIT	01/02/2024 Valvoline Instant Oil Change	Change	10103 · General Funds Ckg Umpqua 3634	-54.99
ATM DEBIT	01/03/2024 SDAO Spec. Dist. Assoc. OR - Training	ssoc. OR - Training	10103 · General Funds Ckg Umpqua 3634	00'069-
ATM DEBIT	01/08/2024 Firefly Reservations		10103 · General Funds Ckg Umpqua 3634	199.00
ATM DEBIT	01/08/2024 Zoro Tools, Inc.		10103 · General Funds Ckg Umpqua 3634	104.50
ATM DEBIT	01/09/2024 Galco.com		10103 · General Funds Ckg Umpqua 3634	1 -205.27
ATM DEBIT	01/10/2024 Zoro Tools, Inc.		10103 · General Funds Ckg Umpqua 3634	-395.70
ATM DEBIT	01/11/2024 George's Auto & Diesel Electric	sel Electric	10103 · General Funds Ckg Umpqua 3634	1 -550.00
ATM DEBIT	01/12/2024 Grainger		10103 · General Funds Ckg Umpqua 3634	130.07
ATM DEBIT	01/16/2024 SAIF (workers' compensation provider)	ensation provider)	10103 · General Funds Ckg Umpqua 3634	-962.83

# Port of Brookings Harbor ACH and Debit Card Payments January 2024

8:47 AM 02/06/24

ATM DEBIT	04/16/2024 WEFBI V-CHARGE COM	January 2024  10103 - General Funds Ckg Hmpgiia 3634 - 980 00	9
			2
ATM DEBIT	01/23/2024 SDAO Spec. Dist. Assoc. OR - Training	10103 · General Funds Ckg Umpqua 3634 -230.00	0
ATM DEBIT	01/23/2024 Zoom Video Communications Inc.	10103 · General Funds Ckg Umpqua 3634	6
ATM DEBIT	01/25/2024 Pacific Office Automation	10103 · General Funds Ckg Umpqua 3634 -246.66	9
ATM DEBIT	01/26/2024 SimpliSafe	10103 · General Funds Ckg Umpqua 3634	6
ATM DEBIT	01/27/2024 Adobe	10103 · General Funds Ckg Umpqua 3634	6
ATM DEBIT	01/28/2024 Spectrum Business 8413 10 002 0001063	10103 · General Funds Ckg Umpqua 3634	6
ATM DEBIT	01/29/2024 US Relay/HD Relay	10103 · General Funds Ckg Umpqua 3634	0
ATM DEBIT	01/29/2024 Vonage	10103 · General Funds Ckg Umpqua 3634 -296.25	5
DEBIT	01/02/2024 Elavon	10103 · General Funds Ckg Umpqua 3634 -473.36	9
DEBIT	01/02/2024 Elavon	10103 · General Funds Ckg Umpqua 3634	6
DEBIT	01/02/2024 Elavon	10103 · General Funds Ckg Umpqua 3634	6
DEBIT	01/02/2024	10106 · General Fund LGIP 6017	č
DEBIT	01/10/2024 Charles Schwab & Co., Inc	10103 · General Funds Ckg Umpqua 3634	2:
DEBIT	01/10/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634	2
DEBIT	01/10/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634	7
DEBIT	01/10/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634	2
DEBIT	01/10/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634 -158.85	55
DEBIT	01/10/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634	4
DEBIT	01/10/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634 -50.61	2
DEBIT	01/10/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634 -205.64	4
DEBIT	01/10/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634 -221.96	9
DEBIT	01/10/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634 -240.00	0
DEBIT	01/10/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634	4
DEBIT	01/10/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634 -161.98	8
DEBIT	01/16/2024 Umpqua Bank/OR FFC Agreement 2020	60104 · OR FFC 2020 Debt Service -4,809.87	2:
DEBIT	01/16/2024 Umpqua Bank/Loan#747041620	30104 · Debt Service Umpqua MM 8627 -1,464.71	<u>-</u>
DEBIT	01/22/2024 Umpqua Bank (Service fees)	10103 · General Funds Ckg Umpqua 3634	5
DEBIT	01/22/2024 Umpqua Bank (Service fees)	10103 · General Funds Ckg Umpqua 3634 -5.00	0
DEBIT	01/22/2024 Umpqua Bank (Service fees)	10103 · General Funds Ckg Umpqua 3634	0:
DEBIT	01/24/2024 Charles Schwab & Co., Inc	10103 · General Funds Ckg Umpqua 3634 -217.01	_
DEBIT	01/24/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634	5
DEBIT	01/24/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634 -378.17	7
DEBIT	01/24/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634 -156.19	6

8:47 AM		Port of Brookings Harbor	
02/00/24		ACH and Debit Card Payments	
		January 2024	
DEBIT	01/24/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634	-159.78
DEBIT	01/24/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634	-166.16
DEBIT	01/24/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634	-59.32
DEBIT	01/24/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634	-206.23
DEBIT	01/24/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634	-231.60
DEBIT	01/24/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634	-240.00
DEBIT	01/24/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634	-153.20
DEBIT	01/24/2024 Edward Jones	10103 · General Funds Ckg Umpqua 3634	-161.92

-97088.39

Total for January 2024

# Port of Brookings Harbor Purchases by Vendor Summary January 2024

_	Jan 24
5-R Excavation, LLC	2,542.50
Adobe	19.99
ADP	670.07
Amazon Capital Services	730.20
Anchor Lock & Key	50.00
AutoZone, Inc.	69.93
BI-MART	33.34
Billeter Marine, LLC-vendor	86,808.36
Chevron Business Card	718.50
City of Brookings	2,925.00
Coos-Curry Electric Cooperative, Inc. Core & Main	17,712.79
Country Media, Inc.	5,490.63 70.22
Curry Equipment	98.79
Curry Transfer & Recycling	5,946.20
Del-Cur Supply Co-op	89.70
Elavon	1,204.44
EMC-Engineers/Scientists, LLC	10,590.00
Fastenal Industrial Supplies	2,952.10
Firefly Reservations	199.00
Four Aces Security Solutions LLC	3,175.00
Freeman Rock, Inc.	663.73
Galco.com	205.27
George's Auto & Diesel Electric	550.00
Gold Beach Lumber Yard, Inc.	5,115.12
Government Ethics Commision	945.68
Gowman Electric, Inc.	882.00
Grainger	130.07
Grants Pass Water Lab, Inc.	1,638.00 30.00
Harbor Logging Supply, Inc. Harbor Sanitary District	3,632.17
Harbor Truss and Supply LLC	300.00
Harbor Water District P.U.D.	2,192.85
In-Motion Graphics and Design, LLC	275.00
J.R. Industry HVAC/R	1,982.75
John Kellum/John's Portable Welding	400.00
Les Schwab Tire Center	987.88
Mascott Equipment	464.74
Miller Nash LLP	16,138.50
NAPA Auto Part	138.70
Oak Street Tank & Steel, Inc.	85.00
Oldcastle Infrastructure, Inc.	30,089.00
Pacific Office Automation	246.66
Pacific Pole Buildings, LLC Pape Material Handling	6,252.00 2,461.14
Platt	615.75
Pump Pipe & Tank Services, LLC	332.18
Rentprep Enterprise/Fidelis Screening	19.95
SAIF (workers' compensation provider)	962.83
SDAO Spec. Dist. Assoc. OR - Healthcare	9,681.66
SDAO Spec. Dist. Assoc. OR - Prop & Cas	13,004.92
SDAO Spec. Dist. Assoc. OR - Training	920.00
SimpliSafe	19.99
Sonsray Machinery LLC	463.68
Spectrum Business 8413 10 002 0001063	129.99
Spectrum Business 8413 10 002 0062263	124.98
Spectrum Business 8413 10 002 0066603	132.97
Strahm's Sealcoat & Striping	3,500.00

# Port of Brookings Harbor Purchases by Vendor Summary January 2024

	Jan 24
Thermo Fluids, Inc.	477.57
Tyree Oil, Inc	49,437.33
US Bank Equipment Finance	223.20
US Relay/HD Relay	198.00
Valvoline Instant Oil Change	109.98
VERIZON WIRELESS	380.55
Vonage	296.25
WEEBLY-CHARGE.COM	980.00
Wes' Towing	100.00
Ziply Fiber 541-412-7930-102902-5	46.44
Ziply Fiber 541-469-5867-121516-5	88.04
Zoom Video Communications Inc.	15.99
Zoro Tools, Inc.	500.20
TOTAL	300,665.47



#### **Request for Proposal**

#### **Municipal Auditor**

Port of Brookings Harbor is requesting proposals for Municipal Auditor for fiscal year ending June 30, 2024.

The audit must be conducted by a municipal auditor licensed by the Oregon Board of Accountancy and be compliant with municipal audit law [ORS 297.465]. The audit must be completed by December 31, 2024.

A single organization-wide audit will also be required with provisions of OMB Circular A-133, in accordance with GAGAS, as Federal Funds expended during this fiscal year will exceed \$750,000.

Questions regarding this work or proposal, please contact April Walker at 541-469-2218 extension 405 or by email to accounts@portofbrookingsharbor.com

#### **Request for Proposals**

Proposals may be submitted by mail to the Port of Brookings Harbor, PO Box 848, Brookings Oregon 97415, or by email to accounts@portofbrookingsharbor.com on or before 4:00 p.m. on February 29, 2024.

**Note:** The Port of Brookings Harbor reserves the right to waive or reject any or all proposals and reserves the right to negotiate any terms with any selected proposer.

#### **ACTION ITEM-A**

**DATE:** February 21, 2024

**RE:** Harbor Corner Market Lease Agreement

TO: Honorable Board President and Harbor District Board Members

**ISSUED BY:** Travis Webster, Port Manager

#### **OVERVIEW**

• Raymond and Robin Madison purchased Harbor Corner Market in 2020.

- On August 31, 2023, the lease became month to month.
- On January 29, 2024, Mr. and Mrs. Madison notified the Port that they had sold the business to Steven Layne.
- Mr. Layne wants to enter into a Lease Agreement with the Port.

#### **DOCUMENTS**

- Letter of Notice of Ownership, 1 page
- Harbor Corner Market Lease, 13 pages

#### **COMMISSIONERS ACTION**

• Recommended Motion:

Motion to approve Harbor Corner Market Lease with Steven Layne commencing February 1, 2024 to January 31, 2027.



#### Robin Madison <rmadison2345@gmail.com>

#### **Change of Ownership**

**Robin Madison** <rmadison2345@gmail.com> Draft

Mon, Jan 29, 2024 at 12:14 PM

Hello,

This letter is to inform you that we are selling Harbor Corner Market LLC. and the lease needs to be transferred to the new owner.

Owners : Raymond & Robin Madison 111 Meadow Rd Crescent City, CA 95317

New Owner: Steven Layne 1216 Moore St. Apt. 105 Brookings, OR 97415

As of February 01, 2024

Thank you, Robin Madison (209) 404-9326

RECEIVED

JAN 29 2024

#### COMMERCIAL LEASE AGREEMENT HARBOR CORNER MARKET

This Commercial Lease Agreement ("Agreement") is made and entered into in Brookings, Oregon, effective the 1st day of February, 2024, by and between the **Port of Brookings Harbor**, an Oregon special district (the "Landlord") and Steven Layne **dba Harbor Corner Market** (the "Tenant").

- 1. Leased Premises. Landlord hereby leases to Tenant the following described property located in the Port of Brookings Harbor on the terms and conditions stated herein:
  - a. Approximately 703 square-feet of retail building space, (the Leased Premises, as described in Exhibit "A" & "B"), located at 16340 Lower Harbor Road Space #104, Brookings, Oregon.

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

- **a. Initial Term.** The Initial Term of this lease is three (3) years commencing February 1, 2024 ("Lease Commencement Date") and continuing through January 31, 2027 ("Lease Termination Date").
- **b. Base Rental Rate.** The base rental rate for the Leased Premises is Nine Hundred Twenty and 93/100 Dollars (\$920.93) per month, as calculated below, payable on the first day of each month commencing February 1, 2024. The base rental rate is calculated at \$1.31 per square foot per month, for a total of Nine Hundred Twenty and 93/100 Dollars (\$920.93) per month for 703 square-feet of retail building space.
- c. Option to Renew. Upon termination of the Initial Term of this agreement, Landlord grants to Tenant the option to renew this Agreement in whole or in part of the Leased Premises, for one (1) additional three (3) year term at terms and conditions to be negotiated, provided that: (a) Tenant is not in default of this Agreement at the time the option is exercised; (b) Landlord does not need the ground for its own use; and (c) Landlord is otherwise satisfied with Tenant's use of the Leased Premises during the Initial Term. The parties agree to negotiate in good faith with respect to the renewal terms and conditions on terms at least as favorable as those offered to any other tenant of Landlord at the time.
- d. Notice of Intent. Tenant shall notify the Landlord in writing ninety (90) days prior to expiration of the Agreement of Tenant's intent to exercise all or any portion of Tenant's option to extend the lease. Failure to provide such notice is a default and a material breach of the Agreement and Landlord may terminate the Agreement on the expiration date and retake possession of the Leased Premises with or without process of law.

#### 3. Base Rent Payment.

**a. Annual Adjustment.** Tenant must pay the base rent for the Leased Premises and any additional rent provided herein without deduction or

Daga 1 LEACE	Tanant Initial	DODII Initial
Page 1 – LEASE	Tenant Initial	POBH Initial

offset. The base rent will increase annually, on each anniversary of the Lease Commencement Date for the second and each subsequent year, according to the Consumer Price Index for All Urban Consumers (CPI-U). The base rent increase will be for the total amount of the base rent due. Base rent includes all prior percentage increases. In the event that the CPI-U is negative, the base rent will remain the same and will not increase or decrease.

- **b. Proration.** Rent for any partial month during the lease term will be prorated to reflect the number of days during the month that Tenant actually occupied the Leased Premises.
- **c.** Additional Rent. Additional rent means any other sums payable by Tenant to Landlord under this Agreement. At the end of the initial Agreement term, a new base rent will be established.
- d. Fees and Charges. Should any rent or other payment required of Tenant by this Agreement not be paid within 10 days after it is due, a late charge of 1.5% per month (18% per annum) will be assessed. In the event any suit or action is instituted to collect any amount owed on this account, the Tenant agrees to pay any reasonable attorney's fees, collection agency fees and any other costs associated with such action. A \$50.00 fee will be assessed on any returned payment.
- 4. Lease Consideration/Security Deposit. Upon execution of the Agreement, Tenant's base rent is due the first day of the month of the lease term for which rent is payable. Tenant is required to pay a security deposit in a sum equal to one month's base rent. Landlord may apply the security deposit to pay the cost of performing any obligation that Tenant fails to perform within the time required by this Agreement, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the security deposit is applied by the Landlord, Tenant must on demand pay the sum necessary to replenish the security deposit to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the security deposit will be returned to Tenant upon termination of this Agreement, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the term.
- 5. Use. Tenant may use the Leased Premises for retail business and for no other purpose without Landlord's written consent. In connection with its use of the Leased Premises, Tenant must, at its sole expense, promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including those of the Port of Brookings Harbor, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Port of Brookings Harbor, wherever located. Tenant must not create or maintain any nuisance or any objectionable fumes, noise, or vibrations while using the Leased Premises.
- **6. Equipment.** Tenant may install in the Leased Premises only such equipment as is customary for the intended use and must not overload the floors or electrical circuits of the Leased Premises or alter the plumbing or wiring of the Leased Premises, without the prior written consent of Landlord. Landlord must approve, in advance, the location and manner of installing any electrical, heat generating or

Tenant Initial	POBH Initial

communication equipment or exceptionally heavy articles. Any equipment installed by Tenant will remain Tenant's property and must be installed and operated at Tenant's expense. Any air conditioning required because of heat generating equipment or special lighting installed by Tenant must also be installed and operated at Tenant's expense.

- 7. Sign. No signs, awnings, antennas, or other apparatus may be positioned as to be visible from outside the Leased Premises without Tenant obtaining Landlord's prior written approval as to design, size, location, and color. All signs installed by Tenant must comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware must be removed upon termination of this Agreement with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.
- 8. Utilities and Services. Landlord will furnish all utilities up to the Leased Premises and Tenant will be directly responsible for any and all electrical charges or fees for electrical service and must make arrangements to be billed directly from the local electric co-op (Coos-Curry Electric Cooperative, Inc.). Tenant must also make the necessary arrangements to have a meter installed in the name of Tenant for billing purposes. Water and Sewer usage will be billed separately. Tenant must comply with all government laws or regulations regarding the use or reduction of use of utilities on the Leased Premises. Tenant is responsible for all waste generated by the business and disposal of the waste. Unless caused by Landlord's negligence or intentional act, the interruption, limitation, curtailment, or rationing of services or utilities may not be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Agreement. Landlord must take all reasonable steps to correct any interruption in service.

#### 9. Maintenance and Repair – Tenant's Obligations

- a. Tenant is at all times during the term of this Agreement, and at Tenant's sole cost and expense, obligated to keep the entire of the Leased Premises and every part thereof in good condition and repair; excepting ordinary wear and tear and damage to the Leased Premises by earthquake, act of God, or the elements. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Leased Premises or any part thereof. Landlord does have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord will have no liability for interference with Tenant's use because of repairs and installations. Tenant will have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant.
- b. Tenant will be responsible for any repairs necessitated by Tenant's breach of this Agreement or the negligent or intentional acts of Tenant, its agents, employees, and invitees, excepting repairs that would otherwise be the responsibility of Landlord under Section 10 or Section 15.

Tenant Initial	POBH Initial

- **c.** Tenant is responsible for all other repairs to the Leased Premises which Landlord is not required to make under Section 10 or Section 15.
- d. If Tenant fails to perform Tenant's obligations under this Section 9 or under any other Section of this Agreement, Landlord may enter upon the affected portion of the Leased Premises after ten (10) days' prior written notice to Tenant (except in case of emergency, in which no notice shall be required), perform such obligations on Tenant's behalf and put the Leased Premises in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law will be due and payable as additional rent to Landlord together with Tenant's next base rent installment.
- e. On the last day of the term hereof, or upon any sooner termination, Tenant must surrender the Leased Premises to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Leased Premises will not be deemed ordinary wear and tear if the same could have been prevented by commercially reasonable maintenance practices. Tenant shall leave the air-lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing and fencing which were on the Leased Premises prior to the Lease Commencement Date, in good operating condition.
- **10. Maintenance and Repair Landlord's Obligations.** The following will be the responsibility of Landlord:
  - **a.** Provide adequate means of ingress and egress to the Leased Premises.
  - **b.** Provide access to a water supply and electricity.
  - **c.** Repair and maintenance of existing exterior water, sewage, and electrical services up to the point of entry to the Leased Premises.
  - **d.** Repair and maintain any structural element of the building that does not meet the definition of Major Damage as provided in Section 15, with respect to the Leased Premises.
- 11. Alterations. Tenant must not make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent. Any such additions, alterations, or improvements, except for removable machinery and trade fixtures, will at once become part of the realty and belong to the Landlord. Landlord may at its option require that Tenant remove any alterations and restore the Leased Premises to the original condition upon termination of this Agreement. Landlord will have the right to approve the contractor used by Tenant for any work on the Leased Premises, and to post notices of non-responsibility in connection with any work being performed by Tenant in the Leased Premises.

#### 12. Indemnity.

a.	Tenant may not allow any liens to attach to the Leased Premises or Tenant's
	interest in the Leased Premises as a result of its activities. In the event that
	a materialman, mechanic's, or other lien is filed, or a claim of lien is made
	for work claimed to have been done for Tenant, Landlord will have the

Page 4 – LEASE	Tenant Initial	POBH Initial

- option in its sole discretion to require Tenant to post a Surety Bond within ten (10) days at Tenant's expense or to pay and discharge the lien. Tenant agrees to reimburse Landlord promptly upon demand. These Landlord remedies are not exclusive as Landlord has other remedies as provided by law including requiring Tenant to pay for Landlord's attorney's fees and costs relating to any such lien.
- **b.** Except as otherwise stated herein, Tenant hereby waives all claims against Landlord for damage to any property or injury, illness, or death of any person in, upon, or about the Leased Premises arising at any time and from any cause whatsoever other than by reason of the willful act of Landlord, its officers or employees. Tenant must defend, indemnify and hold Landlord harmless from any and all claims or liability for damage to any property or injury, illness, or death of any person (a) occurring in or on the Leased Premises or any part thereof arising at any time and from any cause whatsoever other than by reason of the willful act of Landlord, its officers, employees, invitees, licensees or agents; or (b) occurring in, on, or about any part of the Leased Premises when such damage, injury, illness, or death was caused by the act, negligence, omission, or fault of Tenant, its agents, servants, employees, invitees, or licensees. Except as otherwise stated herein, Landlord will have no liability to Tenant because of loss or damage caused by the acts or omissions of other tenants of Landlord, or by third parties. The provisions of this paragraph will survive the termination of this Agreement with respect to any damage, injury, illness, or death occurring prior to such termination.
- **13. Insurance.** During the term of this Agreement, Tenant must comply with the following insurance requirements:
  - **a. General Liability.** Tenant must carry commercial general liability insurance at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2 million per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  - **b. Property.** Tenant must carry property insurance against all risk of loss to any tenant improvement or betterments, at full replacement cost with no coinsurance penalty provision.
  - **c.** Workers' Compensation. If Tenant has employees, Tenant must carry workers' compensation insurance as required by State law and Employer's Liability Insurance with limits of no less than \$1 million per accident for bodily injury or disease.
  - **d.** Excess Coverage. If Tenant maintains broader coverage and/or higher limits than the minimums shown above, Landlord will be entitled to the broader coverage and/or the higher limits maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage will be available to Landlord.

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- e. Additional Insureds. The Port of Brookings Harbor, its officers, officials, employees, and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Tenant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement of the Tenant's insurance (at least as broad as ISO Form CG 20 10).
- **f.** Certificates of Coverage. Tenant must furnish certificates of insurance to Port's General Manager, P.O. Box 848, Brookings, Oregon 97415 certifying the existence of such insurance no later than five (5) days prior to commencement of this Agreement. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled, or reduced in coverage or limits or not renewed without fourteen (14) days advance written notice to the Landlord and Landlord's agent, if any, and a renewal certificate must be furnished at least 14 days prior to the expiration of any policy.
- **g. Primary Insurance.** The insurance required herein will be primary and without right of contribution from other insurance that may be in effect and without subordination. Any other insurance carried by the Landlord is excess. The insurance policies must be underwritten by a company licensed in the State of Oregon and carry a minimum Best's rating of "A-VI" or better.
- h. Lapse of Policy. If Tenant's policies lapse or are canceled at any time during the term of this Agreement, Landlord will have the right to immediately terminate this Agreement. Tenant will be responsible to Landlord and must reimburse and hold Landlord harmless for any bodily injury, fire or property damage not covered by Tenant's insurance.
- 14. **Exemption of Landlord from Liability.** Tenant hereby agrees that Landlord will not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invites, customers, or any other person in or about the Leased Premises or the Port, nor will Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, wires or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Leased Premises or upon other premises of the Port, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord will not be liable for any damages arising from any act or neglect of any other tenant, occupant or user of the Port, nor from the failure of Landlord to enforce the provisions of any other lease of the Port.
- 15. Major Damage. Major damage means damage by fire or other casualty to the Leased Premises that causes the Leased Premises or any substantial portion of the Leased Premises to be unusable. In the event that major damage occurs without negligence or willful misconduct of Tenant or its employees, agents, or licensees, then either Landlord or Tenant may elect to terminate this Agreement by providing

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written notice to the other party within thirty (30) days after the occurrence of the damage. If this Agreement is not terminated following major damage, or if damage occurs that is not major damage, Landlord must promptly restore the Leased Premises to the condition existing just prior to the damage, with the exception of damage to Tenant improvements. Restoration of any Tenant improvements or alterations installed by Tenant, and the costs thereof, will be the responsibility of the Tenant. Rent will be reduced from the date of damage until the date restoration work being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Leased Premises not useable by Tenant.

- 16. Waiver of Subrogation. Tenant will be responsible for insuring its personal property and trade fixtures located on the Leased Premises and any alterations or Tenant improvements it has made to the Leased Premises. Neither Landlord nor Tenant will be liable to the other for any loss or damage caused by any of the risks that are or could be covered by a standard all risk insurance policy with the extended coverage endorsement, or for any business interruption. There may be no subrogated claims by one party's insurance carrier against the other party arising out of any loss.
- 17. Eminent Domain. If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Leased Premises or a portion sufficient to render the Leased Premises unsuitable for Tenant's use, then either party may elect to terminate this Agreement effective on the date that possession is taken by the condemning authority; provided, however, that a condition to the exercise by Tenant of such right to terminate will be that the portion of the Leased Premises taken must be of such extent and nature as to substantially handicap, impede, or impair Tenant's use of the balance of the Leased Premises for the purpose intended. Rent will be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Leased Premises caused by the taking. All condemnation proceeds will belong to Landlord, and Tenant will have no claims against Landlord or the condemnation award because of the taking.
- 18. Assignment and Subletting. This Agreement binds and inures to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant may not assign its interest under this Agreement or sublet all or any portion of the Leased Premises without first obtaining Landlord's consent in writing. This provision applies to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment may relieve Tenant of its obligation to pay rent or perform other obligations required by this Agreement and no consent to one assignment or subletting may be deemed consent to any further assignment or subletting. Tenant will pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney's fees.

#### 19. Default.

a.	Any o	of the follov	wing coi	ıstı	tute a	aerau	iit b	y ren	iant ur	ider this	Agreen	nent:
	1.	Tenant's	failure	to	pay	rent	or	any	other	charge	under	this
		Agreemer	nt within	ı tei	n(10)	days	aft	er it is	s due,	or failur	e to cor	nply

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with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision will be satisfied if Tenant commences corrective action within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this Agreement.

- 2. Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for Tenant's property.
- **3.** Assignment or subletting by Tenant in violation of this Agreement.
- 4. Vacation or abandonment of the Leased Premises for more than three (3) months without the written consent of Landlord.
- 5. If this Agreement is levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days.
- **6.** If the Tenant fails to comply with any other requirements or obligations under this Agreement.
- **20. Remedies for Default.** In case of default as described in Section 19 above, Landlord will have the right to the following remedies, which are intended to be cumulative and in addition to any other remedies provided under applicable law.
  - a. Landlord may terminate the Agreement and reenter, retake possession of the Leased Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. Following such retaking of possession, efforts by Landlord to relet the Leased Premises will be sufficient if Landlord follows its usual procedures for finding tenants for the Leased Premises at rates not less than the current rates for other comparable space on property owned by Landlord. If Landlord has other vacant space available, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages to loss of rentals from Tenant.
  - b. Landlord may recover all damages caused by Tenant's default, which include an amount equal to rent lost because of the default and all attorney's fees and costs. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages will bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable through the remaining term of the Agreement. Such damages will be measured by the difference between the rent under this Agreement and the reasonable rental value of the Leased Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rate on judgments.
  - **c.** Landlord may make any payment or perform any obligation that Tenant has failed to perform, in which case Landlord will be entitled to recover from

Tenant Initial	POBH Initial

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Tenant upon all demand all amounts so expended plus interest from the date of the expenditure at the rate of one and one-half percent (1.5%) per month. Any such payment or performance by Landlord will not waive Tenant's default.

- 21. Regulations. Landlord will have the right (but not the obligation) to make, revise, and enforce commercially reasonable regulations or policies consistent with this Agreement for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Landlord, provided that if Landlord passes a regulation or policy that interferes with Tenant's quiet enjoyment or unreasonably interferes with Tenant's use of the Leased Premises, then Tenant may terminate this Agreement. All such regulations and policies must be complied with as if part of this Agreement.
- 22. Access. During times, other than normal business hours, Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Leased Premises. In such event, Landlord will have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord will have the right to enter upon the Leased Premises at any time by passkey or otherwise to determine Tenant's compliance with this Agreement, to perform necessary services, maintenance and repairs to the Leased Premises, or to show the Leased Premises to any prospective tenant or purchasers. Except in cases of emergency, such entry will be with at least 24 hours prior notice and at such times and in such manner as to minimize interference with the reasonable business use of the Leased Premises by Tenant.
- 23. Notices. Notices to the parties relating to the Agreement must be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this Agreement or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Leased Premises. Rent will be payable to Landlord at the same address and in the same manner but will be considered paid only when received.
- **24. Subordination.** This Agreement will be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Leased Premises. At Landlord's option this Agreement will be subject and subordinate to any future encumbrance hereafter placed against the Leased Premises (including the underlying land) or any modifications of existing encumbrances. Tenant must execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.
- 25. Transfer of Premises. If the Leased Premises is sold or otherwise transferred by Landlord or any successor, Tenant will attorn to the purchaser or transferee and recognize it as the landlord under this Agreement, and, provided the purchaser

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assumes all obligations hereunder, the Landlord (transferor) will have no further liability hereunder.

- **26. Estoppel.** Either party will within twenty (20) days after notice from the other party execute, acknowledge and deliver to the other party a certificate reciting: whether or not this Agreement has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested. Failure to deliver the certificate within the specified time will be conclusive upon the party of whom the certificate was requested that the Agreement is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this Agreement.
- 27. Attorney's Fees. In the event, any action, suit, or other proceeding is instituted by either party to this Agreement to enforce any provision of this Agreement or any matter arising therefrom or to interpret any provision of this Agreement, the prevailing party will be entitled to an award of reasonable attorney's fees and costs of suit, including expert witness fees. In the event, any such action, suit, or other proceeding is appealed to any higher court or courts, the prevailing party will be entitled to an award of reasonable attorney's fees and costs for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney's fees and costs in the lower court, or courts.
- **28. Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all material terms of this Agreement, Tenant is entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord will have no liability to Tenant for loss or damages arising out of the acts of other tenants of Port property or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises.
- **29. Complete Agreement.** This Agreement and the attached exhibits constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein. Any modification to this Agreement must be in writing and signed by both parties.
- **Nonwaiver.** Waiver by either party of strict performance of any provision of this Agreement may not be deemed a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.

Tenant Initial	POBH Initial

#### 31. Real Property Taxes.

- **a. Payment of Taxes.** Tenant must pay all real and personal real property taxes, if any, applicable to Tenant's portion of the use and possession of the Leased Premises.
- **b.** Additional Improvements. Tenant will be responsible for paying any increase in real property tax specified in the Tax Assessor's records and worksheets caused by additional improvements placed upon the Leased Premises by Tenant or by Landlord for use by Tenant.
- c. **Definition of "Real Property Tax".** As used herein, the term "real property tax" includes any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.
- **32. Severability.** The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction, may in no way affect the validity of any other provisions herein.
- **33. Time of Essence.** Time is of the essence with respect to the obligations to be performed under this Agreement.
- 34. Security Measures. Each party acknowledges that they have no obligation whatsoever to provide guard service or other security measures for the benefit of the other party or their property. Each party assumes full responsibility for the protection of itself, its agents and invitees and its property from acts of third parties. Nothing herein contained prevents Landlord, at Landlord's sole option from providing security protection for the Port or any part thereof.
- **No Warranties.** The Leased Premises are leased "as-is" and in their current condition as of the first day of the lease term. No warranties, express or implied, are provided by Landlord regarding the condition or fitness for purpose of the Leased Premises.
- **Parking.** Landlord does not assign any specific parking spaces to Tenant under this Agreement. Tenant and Tenant's employees and invitees are permitted to use any un-restricted Port public parking areas.
- **Headings.** The headings in this Agreement are for the convenience of the parties only and are not to be used in the interpretation of its provisions.

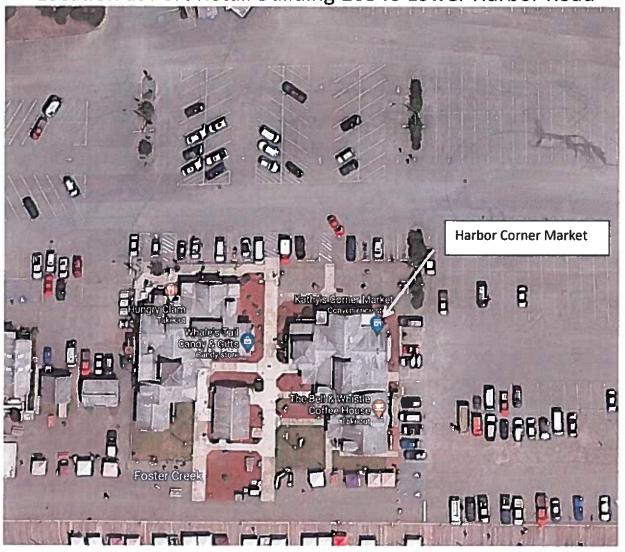
IN WITNESS, WHEREOF, th	ne duly authorized rep	presentatives of the	parties have	executed this
Agreement as of the last date	written below.			

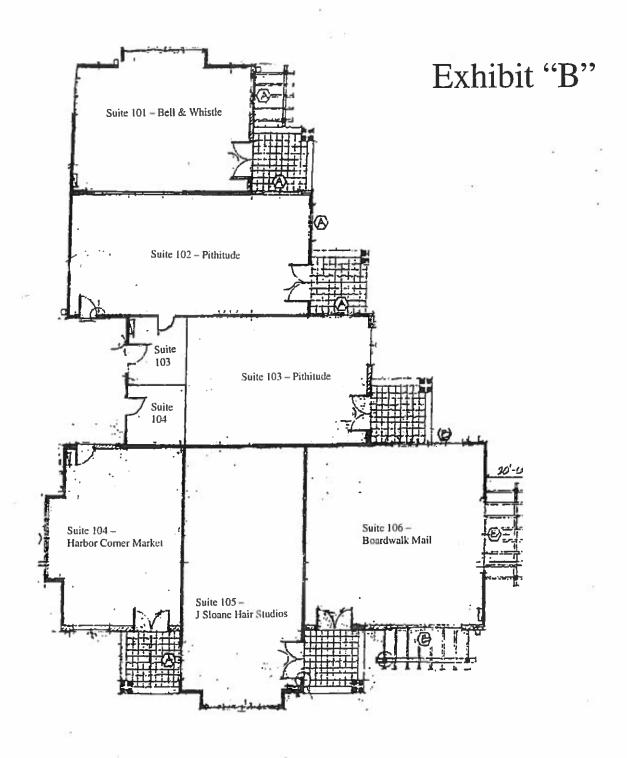
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PORT OF BROOKINGS HARBOR, Landlord	HARBOR CORNER MARKET, LLC Tenant
Dated:	Dated:
By: President, Richard Heap  ATTEST:	By:  Name: Steven Layne Its: Member / Owner
Secretary/Treasurer Sharon Hartung	
Mailing Address: P.O. Box 848 Brookings, OR 97415	Mailing Address: 1216 Moore St Apt 105 Brookings OR 97415
Phone: 541-469-2218 Fax: 541-359-3999	Phone: 541-251-3595 Fax:

# Exhibit "A" Harbor Corner Market

Location at Port Retail Building 16340 Lower Harbor Road





Building 1 16340 Lower Harbor Road

#### **ACTION ITEM – B**

**DATE:** February 21, 2024

**RE:** Remove Port Construction Fund, Resolution 2024-02

**TO:** Honorable Board President and Harbor District Board Members

**ISSUED BY:** Travis Webster, Port Manager

#### **OVERVIEW**

• The Port Construction Fund was made to track the construction costs for the RV Park Remodel Project as required by the loan documents.

- The project is completed, and the tracking of construction cost is no longer required.
- Removing unnecessary funds should be done to make accounting and auditing easier.
- A resolution is required to eliminate the fund.

#### **DOCUMENTS**

• Draft Resolution 2024-02, Eliminating Port Construction Fund, 1 page

#### **COMMISSIONERS ACTION**

• Recommended Motion:

Motion to approve Resolution 2024-02, Eliminating Port Construction Fund.

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

#### **RESOLUTION NO. 2024-02**

## A RESOLUTION OF THE BOARD OF PORT COMMISSIONERS FOR THE PORT OF BROOKINGS HARBOR ELIMINATING PORT CONSTRUCTION FUND

**WHEREAS,** the Port of Brookings Harbor is a port district, organized and operated under the provisions of ORS Chapter 777; and

WHEREAS, the Port has completed the RV Park Remodeling Project; and

WHEREAS, the Port Construction Fund is no longer needed to track construction costs.

**NOW, THEREFORE,** be it resolved by the Board of Commissioners of the Port of Brookings Harbor, Curry County, Oregon as the following.

- 1. Eliminate Port Construction Fund.
- 2. Cash balance remaining in Port Construction Fund to be transferred to General Fund.
- 3. All previous Port Construction Fund adopted by resolution that conflict with this resolution is hereby repealed.

**APPROVED AND ADOPTED** and made effective the same day by the Board of Port Commissioners of the Port of Brookings Harbor this 21st day of February 2024.

	ATTEST:
Richard Heap, President	Sharon Hartung, Secretary/Treasurer

#### **ACTION ITEM - C**

**DATE:** February 21, 2024

**RE:** June's Regular Commissioner Meeting

TO: Honorable Board President and Harbor District Board Members

**ISSUED BY:** Travis Webster, Port Manager

#### **OVERVIEW**

• This year June's regular commissioner meeting date, June 19, falls on a Federal Holiday: Juneteenth.

• Port office will be closed on June 19 in observance of the Holiday. Board will need to change meeting date.

#### **DOCUMENTS**

• 2024 Regular Commissioner Meeting Dates, 1 page

#### **COMMISSIONERS ACTION**

• Recommended Motion:

Motion to approve changing the June 2024 regular commissioner meeting date from Wednesday June 19 to Tuesday June 18.



# Notice of Public Meetings Board of Commissioners 2024 Regular Commissioner Meetings

The Port of Brookings Harbor Board of Director's will hold a Regular Meeting at the Port Conference Room, 16350 Lower Harbor Road Suite 202, Harbor OR, 97415 on the third Wednesday of every month.

Meeting agenda and packet will be available on the Port website one week prior: <a href="https://www.portofbrookingsharbor.com">www.portofbrookingsharbor.com</a>. Zoom Meeting Access: Dial: 1 (253) 215 8782, Meeting ID: 833 7146 2484, Passcode: 76242024

January 17

February 21

March 20

April 17

May 15

June 19

July 17

August 21

September 18

October 16

November 20

December 18

Posted November 16, 2023

This Institution is an Equal Opportunity Provider

# **ACTION ITEM – D**

**DATE:** February 21, 2024

**RE:** Appoint Budget Committee

TO: Honorable Board President and Harbor District Board Members

**ISSUED BY:** Travis Webster, Port Manager

#### **OVERVIEW**

• The Port has one vacancy on our Budget Committee.

- We advertised the vacancy on the Port website and in the Curry pilot.
- We received one application.

#### **DOCUMENTS**

- 2024 Budget Committee, 1 page
- Applicant, 1 page
- Budget Calendar, 1 page

#### **COMMISSIONERS ACTION**

• Recommended Motion:

Motion to approve Richard Contestabile for position #8 on the Port of Brookings Harbor Budget Committee, for a term of 3 years, ending on June 30, 2027.

## BUDGET COMMITTEE MEMBERS

Position	Name	3-Year Term
		Expires
Position 6	Al Cornell	2024
Position 7	Wayne King	2024
Position 8	Vacant	2027
Position 9	Gary Hartung	2026
Position 10	Brett Hester	2024

# PORT BROOKINGS HARBOR

# Application for Appointment Port of Brookings Harbor Budget Committee

Applicant's Name: RICHTED P. CONTESTABILE
Street & Mailing Address: 90318 HAVE BULL OR 97410
Email: GAR CACM, ORG
Best Contact Phone Number: ☐ 16 7 - 8 48 - Cell  Home □
Preferred Method of Contact: Email   Phone Both
Are you a Registered Voter in the Port District? Yes No
Please state your area of expertise and why you wish to serve on the Budget
Committee: BONT OWNER, BRUKER, REPAIRS FOR > 50 VIRE.
Please note, this position is for a term of three (3) years and may require the attendance
of day-time as well as evening meetings. Will cause any inconveniences or conflicts to your schedule? Yes No
Additional Comments: MY PLEASURE TO SERVE AGAIN.



#### **Budget Calendar for Fiscal Year 2024 / 2025**

1.	Appoint Budget Officer	January 17, 2024 (During regular meeting at 2pm)
2.	Appoint Budget Committee	February 21, 2024 (During regular meeting at 2pm)
3.	Proposed Budget Completed & Available	April 8, 2024 (Monday)
4.	Publish 1st Notice of <b>Budget Committee Meeting</b> (Newspaper & Website)	April 24, 2024 (Wednesday)
5.	Publish 2 <sup>nd</sup> Notice of <b>Budget Committee Meeting</b> (Newspaper & Website)	May 1, 2024 (Wednesday)
6.	<b>Budget Committee Meeting</b>	May 7, 2024 (Tuesday at 10am)
7.	Publish Notice of <b>Budget Hearing Meeting</b> (Newspaper & Website)	June 5, 2024 (Wednesday)
8.	<b>Budget Hearing Meeting</b>	June 18, 2024 (Tuesday during regular meeting at 2pm)
		Enact Resolutions to adopt Budget & Tax Rate
9.	Submit Tax Certification Documents	By July 12, 2024
10.	Send Copy of all Budget Documents to County Clerk	By September 27, 2024

# **ACTION ITEM – E**

**DATE:** February 21, 2024 **RE:** Soil Disposal Agreement

**TO:** Honorable Board President and Harbor District Board Members

**ISSUED BY:** Travis Webster, Port Manager

#### **OVERVIEW**

• The Port is required to provide FEMA with the locations of where construction generated material from the PW-189 Dredging Project has been deposited.

- Testing of the dredge sediment material has shown that it meets the requirements for upland disposal or "clean fill", in other words "beneficial use".
- ODEQ requires that the Port must provide information to the recipient of the material with written documentation that identifies the:
  - > Type of material.
  - > Type and concentration of hazardous substances if known.
  - > Approved beneficial uses.
  - Any conditions that apply under this rule.
- This agreement will provide documentation needed for the recipient and for the Port.
- The owner of the property receiving the soil is responsible for acquiring the proper federal, state, and local permits.

#### **DOCUMENTS**

- Draft Soil Disposal Agreement, 3 pages
- FEMA Exhibit A 189, 2 pages
- Soil Testing Summary Report, 3 pages
- ODEQ Division 93 Solid Waste: General Provisions 340-093-0270, 2 pages

#### **COMMISSIONERS ACTION**

• Recommended Motion:

Motion to approve Soil Disposal Agreement Form.

Port of Brookings Harbor • FEMA PW-189 Dredging

# AGREEMENT BETWEEN A CONTRACTOR / PORT WORKING ON PORT FACILITIES AND REAL PROPERTY OWNER FOR DISPOSING SOIL SUITABLE FOR ANY USE ON OWNERS PROPERTY

PROPERTY.			
The Port / Contractor, _ Emergency Manageme dredge Basins 1 and 2.	ent Agency (FEMA) / Oregon Eme	(Contractor), has entered in ergency Management (OEM) Project Wor	nto an Agreement with Federal rksheet (PW) 189 for the work to
The owner,example, address, locat	tion, county, and parcel numbers(s	(Owner), of the re ), offsets, and other property location inf	al property (Property) located at (for formation)
Street Address			
City	State	Zip Code	
County		Parcel Number(s)	
agrees to allow the Porgenerated from dredgin	t / Contractor to dispose on the Oving Basins 1 and 2.	vner's Property approximately	cubic yards of soil
The Owner or Contract	tor acknowledges receipt of the so	il test summary report.	
		een informed, or otherwise apprised, of a nent of the soil on the Property and agree	
ODEQ Chapte Determination		eneral Provisions "OAR 340-093-0270 S	Standing Beneficial Use
The Contractor and Ow	vner agree to abide by all federal,	state, and local regulations prior to placin	ng soil on the Property.
any person or property. a result of the excavation	If injury or harm does occur to an on, removal, transportation, deposit	sported, deposited, and left in a manner by person or property, or should any envi ition, or from the final form in which the harmless the Port in any action in law.	ronmental impacts or litigation arise
Owner and Contractor		orized to make any representations or agon any and all obligations to the Owner mathe Port and Owner.	
	ctor acknowledge that they have h and advisability of entering into a	ad the opportunity to receive independent and executing this agreement.	nt legal advice with the respect to the
PROPERTY OWNER	R (Print Name)	SIGNATURE	DATE
CONTRACTOR REP	PRESENTIVE (PRINT NAME)	SIGNATURE	DATE
PORT OF BROOKIN	IGS HARBOR (PRINT NAME)	SIGNATURE	DATE



# OAR 340-093-0270 Standing Beneficial Use Determinations

Solid Waste	Beneficial Use	Conditions on Use
(a) Asphalt pavement or asphalt grindings from road projects	As asphalt and aggregate in new asphalt pavement or as fill within road prisms	Asphalt grindings must be compacted when used within road prisms
(b) Asphalt shingle waste from roof tear- offs and manufacturer scrap	As asphalt binder in asphalt mixtures	The waste does not contain asbestos or other non-asphalt shingle materials from roof tear-offs, such as nails, metal flashing, paper, or wood waste
(c) Dredged sediment approved by the department's water quality program for unconfined in-water placement based on chemical screening	Non-residential construction fill, surcharge, utility trench fill, or roadbase; habitat improvement, beach nourishment or other similar uses	A person using the material must submit a report to the Department in accordance with section (4) of this rule
(d) Dredged sediment not approved by the department's water quality program for in- water placement	Non-residential construction fill, utility trench fill, or roadbase	Concentrations of hazardous substances are below the higher of Department-approved human health occupational risk-based screening levels or naturally occurring background; placed where it will not be in contact with or adversely impact waters of the state; covered in a manner that minimizes exposure to ecological receptors; and a person using the material must submit a report to the Department in accordance with section (4) of this rule
(e) Foundry sand produced by iron, steel, or aluminum foundries	As aggregate in asphalt mixtures, concrete, Portland cement, or masonry mortar	None specified beyond the requirements of this rule
(f) Foundry sand produced by iron, steel, or aluminum foundries	Non-residential construction fill, utility trench fill, or roadbase	Concentrations of hazardous substances are below the higher of Department-approved human health occupational risk-based screening levels or naturally occurring background; placed where it will not be in contact with or adversely impact waters of the state; covered in a manner that minimizes exposure to ecological receptors; and a person using the material must submit a report to the Department in accordance with section (4) of this rule

DEQ State of Olegon Department of Environmental Quality

# OAR 340-093-0270 Standing Beneficial Use Determinations

Solid Waste	Beneficial Use	Conditions on Use
(g) Soil from cleanup sites	Non-residential construction fill, utility trench fill, or roadbase	Concentrations of hazardous substances are below the higher of Department-approved human health occupational risk-based screening levels or naturally occurring background; placed where it will not be in contact with or adversely impact waters of the state; covered in a manner that minimizes exposure to ecological receptors; the use is approved through Department Cleanup or Tanks Program cost recovery oversight; and a person using the material must submit a report to the Department in accordance with section (4) of this rule
(h) Soil from petroleum cleanup sites	As aggregate in asphalt mixtures	Petroleum contamination from releases of heating oil or motor fuel only
(i) Steel slag	As aggregate in asphalt mixtures, concrete, or Portland cement	None specified beyond the requirements of this rule
(j) Street sweeping fines	Spill response absorbent	After use of the waste a hazardous waste determination must be conducted and the material disposed at an appropriate permitted disposal site
(k) Street sweeping sand from winter storm applications	Road sanding	Swept up within 6 months of application or being re-exposed on the road after snowmelt; and the sand is separated from the street sweepings
(l) Wood-derived bottom ash, boiler rock, or clinkers, including rock, sand, dirt, and fused wood ash, from wood and wood waste fired boilers	As aggregate in asphalt mixtures, concrete, or Portland cement	None specified beyond the requirements of this rule

#### EXHIBIT A - 189

#### Information Required by 2 CFR 200.331(a)(1)

#### Federal Award Identification

- 1. Subrecipient\* Name (which must match the name associated with 2. Below): Port of Brookings Harbor
- 2. Subrecipient's Unique Entity Identifier (i.e. DUNS number): ZE7HXF6P4Y54
- 3. Sub-award Period of Performance Start and End Date: 5/2/19 to 11/2/2019
- 4. Total Amount of Federal Funds Obligated by this Agreement: \$1,835,303.98
- 5. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$2,784,610.58
- 6. Name of pass-through entity, and contact information for awarding official of the Pass-through entity:
  - (a) Name of pass-through entity: Oregon Office of Emergency Management
  - (b) Contact Information for Awarding Official of the pass -through entity: Andrew Phelps
- 7. Federal Award:
  - (a) Federal Award Identification Number (FAIN): DR-4432-OR
  - (b) Disaster Declaration Date: 5/02/19
  - (c) Incident Period: 2/23-26/19
  - (d) Federal Award Date: 2/16/2023
  - (e) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$2,784,610.58
  - (f) Federal Awarding Agency: FEMA\_\_\_\_\_
  - (g) CFDA Number and Name: Public Assistance Grant, 97.036

Amount: \$2,784,610.58

- (h) Indirect Cost Rate: 0
- (i) Is Award Research and Development? Yes X No

<sup>\*</sup>For the purposes of this Exhibit F, "Subrecipient" refers to SUBRECIPIENT and "pass-through entity" refers to the State of Oregon, Office of Emergency Management.

<sup>\*\*</sup>The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current [federal][state] fiscal year.

Capture Date: 02/23/2023 20:11

# Project Application Grant Report (P.2)

Disaster: FEMA-4432-DR-OR

**Number of Records: 1** 

Applicant ID: 015-UIZ5Q-00 Bundle #: PA-10-OR-4432-PW-

00189(197)

**Applicant: PORT OF BROOKINGS HARBOR** 

Fund

W # Cat Code Cost Share

Projected Completion Date Approved PW Amount (\$)

PA-10-OR-4432-PW-00189(0) A 06 N 11-02-2019

2,447,071.97

Facility Number:

er: 1

Damage #1252408: Sedimentation Deposits at Port Basins

Facility Name:

Location:

throughout Port of Brookings Harbor

1252408 Sedimentation Deposits at Port Basins

Work to be completed

The applicant will utilize contract and (or) force account for debris removal throughout Port of Brookings Harbor. Heavy rainfall caused excessive sentiment to be deposited into the Harbor from multiple sources including Chetco River.

Basin 1 (Area 1): GPS: 42.047100 -124.266320 through 42.044540 -124.264010

A. Remove 19,000 CY of Sedimentation (Sand/Soil/Mud) from Waterway

Basin 2 (Area 4): GPS: 42.051160 -124.268380 through 42.050390 -124.268140

A. Remove 19,000 CY of Sedimentation (Sand/Soil/Mud) from Waterway

Work to be Completed Total: \$ 2,447,071.97

#### **Project Notes:**

- 1. All site estimates for work to be completed were generated using RS means. See document labeled: "SP 686232 Cost Estimate.xslx."
- 2. Final disposal of construction generated material is expected to be deposited at a licensed landfill. Any final / revised location(s) will be provided by Applicant.
- 3. All equipment will be staged within the Applicant's previously disturbed area, with no new ground disturbance associated with this project.
- 4. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g., a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.
- 5. Applicant has not initiated consultation with USACE or appropriate Oregon State agency for consultation concerning work in and around a waterway. See Grants Manager Development Guide Question #6.

#### Scope of Work:

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	2,447,071.97	0.00	2,447,071.97
Federal Share (\$)	1,835,303.98	0.00	1,835,303.98



#### Grants Pass \* Jacksonville \* Medford, OR

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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

The second secon

- Engineers/Scientists, LLC

2/06/24

Travis Webster, Port Manager Gary Dehlinger, Project Manager Port of Brookings Harbor, 16330 Lower Harbor Rd., 97415

#### Introduction

The following is a summary of the most recent Sediment Characterization Report, produced by EMC-Engineers/Scientists, LLC (EMC), used in this report to discuss the suitability of those sediments for upland disposal.

A sediment quality study was conducted in December 12, 2021 to support maintenance dredging of the Port of Brookings Harbor, Basins 1, 2 and the Ice House inlet. The Port of Brookings Harbor submitted a final Sampling and Analysis Plan (SAP) in June of 2021, which outlined the proposed dredge areas containing approximately 120,000 yd.³ of sediments. The estimates were derived from a hydrographic survey conducted by EMC-Engineers/Scientists, LLC in 2019. This Sediment Characterization Report (SCR) describes the results of field sampling activities and sediment chemistry carried out according to the methods and analysis set forth in the previously submitted and revised per the Portland Sediment Evaluation Team (PSET) stipulations seen in the SAP. The sediment samples collected during the 12/12/21 sampling event called for three DMMU's, represented by a dredge prism (DP) composite sample and a post-dredge surface (PDS) composite sample, which were collected and submitted for analyses. The PSET placed a "moderate" ranking on the Port of Brookings Harbor basins, and so the SEF regency guidelines require sediment sampling and analyses every five years. The proposed dredge prism volume is 120,000 yds3 represented by three DMMU's. As was demonstrated by the conclusions of the SCR, this ranking assumption is confirmed by the laboratory analytical results.

#### **Physical and Chemical Testing Results**

A summary of the DP & PDS results are presented below<sup>1</sup>.

#### Physical Testing Results<sup>2</sup>

Silts are the predominate sediments at the Port of Brookings Harbor (60% total sediment recovered). Please see the attached Grain Size Analyses spreadsheet. Total solids averaged just over 69%, with a total volatile solids fairly low at just under 4.9%.

 $^2$  IBID

<sup>&</sup>lt;sup>1</sup> Laboratory results will be provided as authorized by the Port Staff (Travis Webster, and Gary Dehlinger)



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

- Engineers/Scientists, LLC

#### Chemical Testing Results<sup>3</sup>

This section compares sediment chemistry testing results with SEF (USACE's Sediment Evaluation Framework) screening levels to assess the suitability of the dredge material for upland disposal. It is noted that none of the analytes detected exceeded their corresponding screening levels. Metals were detected in the sediment at well below SEF limits.

Tributyltin (TBT) was detected in the sediment sample 121221-POBH-C-DP above the SEF SL limit of 73 ug/Kg. The three archived sub-samples were analyzed from TBT and all were found to be well below the SEF SL limit.

The total chlordanes exceeded the SEF limit of 2.8 ug/Kg in two samples 121221- POBH-B-PDS and 121221- POBH-C-PDS. The three sub-samples for these two composites were then analyzed for the chlordane compounds. All six subsamples showed a U flag, non-detect level, on all five of the compounds. However, sub-samples ARC-C-2-PDS and ARC-C-3-PDS have MDL values that are over the SEF SL limit and the highest MDL is the value to be reported. According to Luke Rahn, project manager from the ALS laboratory, the low level of total percent solids in these samples, 52.7% and 57.9% respectively, and has elevated the MRL/MDL levels in these two samples.

No detections of semivolatile organics and other organics exceeded their SEF screening levels. It is noted that the SQL is listed in Table 5.1 of the 2018 SEF as  $2.0 \mu g/kg$ . The lab RL is 1.9.

Pesticides or PCBs were non-detections in the sediment.

TPH – Diesel values ranged from 32 mg/L to 350 mg/L among these composite samples.

#### **Evaluations with Respect to Out-of-Water Placement**

It must be first be understood that the concerns RE contaminant concerns that are outlined in the SEF are referring to in-water sediments, driven primarily by toxicities to aquatic species.

An evaluation of the suitability of out-of-water sediments (soils) is guided by the values provided within the Oregon ODEQ's Risk-Based tables<sup>4</sup>.

<sup>&</sup>lt;sup>3</sup> Laboratory results will be provided as authorized by the Port Staff (Travis Webster, and Gary Dehlinger)

<sup>&</sup>lt;sup>4</sup> Oregon environmental cleanup law and regulations require a risk-based approach for assessing and managing environmental contamination. Applicable regulations: Releases of hazardous substances including petroleum under the state's hazardous substance remedial action rules (OAR 340-122-0100 through 340-122-0115). Cleanup of petroleum releases from regulated underground storage tanks under Oregon cleanup rules for Leaking Petroleum Underground Storage Tank Systems (Oregon Administrative Rules 340-122-0205 through 340-122-0260).



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- Engineers/Scientists, LLC

The individual constituents values for contaminant media (soils and vapor intrusion) have been compared by EMC to the values within the SCR for all applicable exposure pathways (dermal contact, ingestion, inhalation) for all potential receptors scenarios (residential, urban, commercial, construction worker, excavation worker).

#### Conclusion

We conclude accordingly that the sediments that may be dredged from Basin 1, Basin 2 and the Ice House Inlet are suitable for all out-of-water placement.

Sincerely

Jack (John) Akin, MS, PE, IC, HMS, CAI

EMC-Engineers/Scientists, LLC

/hhhi



#### Chapter 340

#### Division 93

#### SOLID WASTE: GENERAL PROVISIONS

#### 340-093-0270

#### **Standing Beneficial Use Determinations**

A person may manage solid waste according to a standing beneficial use determination listed in section (5) without contacting the Department's Solid Waste Program for approval if the person complies with the requirements of this rule.

- (1) A person managing solid waste as a standing beneficial use must:
- (a) Manage the material until the time it is used for its approved beneficial use, including any storage, transportation, or processing, so as to prevent releases to the environment or nuisance conditions;
- (b) Use the material consistent with applicable engineering standards, commercial standards, and agricultural or horticultural practices;
- (c) Ensure that hazardous substances in the material meet one of the criteria in this subsection,
- (A) Do not significantly exceed the concentration in a comparable raw material or commercial product,
- (B) Do not exceed naturally occurring background concentrations, or
- (C) Will not exceed acceptable risk levels, including evaluation of persistence and potential bioaccumulation, when managed according to a beneficial use determination;
- (d) Ensure the use does not result in the increase of a hazardous substance in a sensitive environment; and
- (e) Use the material in compliance with applicable federal, state, and local regulations.
- (2) A person who supplies a solid waste to another person for a beneficial use must provide information to the recipient of the material through written documentation, labeling, or other means that identifies the:
- (a) Type of material;
- (b) Type and concentration of hazardous substances if known;
- (c) Approved beneficial uses; and
- (d) Any conditions that apply under this rule.
- (3) At the request of the Department, a person managing a solid waste according to a standing beneficial use determination must provide information sufficient to demonstrate the material and use comply with this rule.

- (4) A person beneficially using a solid waste must submit a report to the Department for any material managed within a calendar year for those solid wastes listed in section (5), subsections (c), (d), (f), and (g), which involve the direct land application of solid wastes that contain hazardous substances exceeding clean fill criteria. Reports must include: material characterization, the type and concentration of hazardous substances, the beneficial use, volume used, and location of land application.
- (5) Standing beneficial use determinations: [NOTE: View table by clicking on link below.]

[ED. NOTE: To view attachments referenced in rule text, click here for PDF copy.]

**Statutory/Other Authority:** ORS 459.045, 459.215, 459.235, 459.A025 & 468.065

**Statutes/Other Implemented:** ORS 459.045, 459.215 & 459.235

History:

DEQ 13-2019, amend filed 05/16/2019, effective 05/16/2019

DEQ 49-2017, minor correction filed 12/18/2017, effective 12/18/2017

DEQ 4-2010, f. & cert. ef. 5-14-10

Please use this link to bookmark or link to this rule.

# **ACTION ITEM - F**

**DATE:** February 21, 2024

**RE:** Delinquent Account Write Off Request

**TO:** Honorable Board President and Harbor District Board Members

**ISSUED BY:** April Walker, Office Manager

#### **OVERVIEW**

• Delinquent accounts are reviewed and written off per Resolution 478. The Port Manager has the authority to write off delinquent accounts below \$1,000 and submit them to a collection agency if we find the accounts unretrievable. Any amount over \$1,000 requires Board action.

• I have prepared a summary account, and attached for your review, on Naphtali Daniels. The Port has exhausted all attempts to contact, and retrieve amounts due. Requesting to move forward sending account to collections, and proceed with litigation if the collection agency requests to do so.

#### **DOCUMENTS**

- Delinquent Account Write Off Request, 2 pages (Daniels, Naphtali \$4,692.19)
- Balance Summary, 1 page

#### **COMMISSIONERS ACTION**

• Recommended Motion:

Motion to approve delinquent account write off amount of \$4,692.19 from accounts receivable, submit the amount to Port collection agency, and proceed with litigation if necessary.



# **Delinquent Account Write Off Request**

Customer: Daniels, Naphtali (Nat)

**Amount Owed:** \$4,692.19 **Date:** 2/21/2024

Requesting permission to write off charges on account receivable as uncollectable. Notes and timeline of collection attempts on the account of Nat Daniels, F/V Linda Jean:

- Mr. Daniels Annual Moorage expired on January 24, 2023. He had 30 days to renew the moorage.
- On February 28<sup>th</sup>, the Port sent a Termination of Moorage Letter for failure to renew within the allotted time. Upon receiving a Termination, customers must remove their vessels within 30 days to avoid them being seized by the Port, and their fees automatically revert from the annual rate to a monthly rate.
- Mr. Daniels informed the port office that he had put the boat up for sale, and that he planned to have the buyer take over the moorage; he was told that must happen before March 28<sup>th</sup> following our termination procedures. He asked to pay monthly until the sale was finalized.
- Mr. Daniels paid for monthly moorage through March 25<sup>th</sup> while continuing to tell the port office that he had a buyer lined up for the boat.
- On April 1<sup>st</sup>, Mr. Daniels informed the port office that his buyer fell through, but that he intended to move the boat to Port of Gold Beach. He asked us to continue billing him monthly until he could move the boat when the weather would allow.
- On April 27<sup>th</sup>, Mr. Daniels stated he would come to the office the following day to pay the March-April monthly invoice and that he has a potential new buyer. The port office attempted to reach him by phone four times when he did not come to pay on April 28<sup>th</sup> like he said he would. At this time, all mail being sent to Mr. Daniels' post office box has been returned.
- On May 24<sup>th</sup>, Mr. Daniels called and stated that he had a new buyer, and that person would be coming in to pay the April-May, and May-June, invoices on his account. He was told that the invoices are his responsibility. He assured the office again that he had a buyer and wanted to continue paying monthly until the sale was finalized.
- Following office protocol, a 90-day overdue notice was issued on October 1<sup>st</sup>. Calls and messages to Mr. Danieles are not being returned. All mail being sent to Mr. Daniels' post office box and home/street address are being returned.
- On October 25<sup>th</sup>, the Office Manager reached Mr. Daniels by phone and explained that if we did not receive payment for past due moorage, we would begin the seizure process of his vessel. He informed me that he is low on funds, just had surgery, is choosing to "start over" and let the boat go.
- Following office protocol, a Demand for Payment was sent to all known addresses on file for Mr. Daniels, this notice allowed him 10 days to pay before the seizure process began. All mail was returned as undeliverable from the post office.
- On November 3<sup>rd</sup>, the seizure process was started by the Office Manager, notifying the Marine Board and the owner of the vessel. Mr. Daniels had 10 days to respond to the pre-seizure notice.

- November 14<sup>th</sup>, after no response from Mr. Daniels regarding the pre-seizure notice, following Marine Board procedures, the vessel was hauled out and seized by port staff. At this point, Mr. Daniels could still reclaim his vessel, if he paid all fees owed to the port and had it removed from port property, within 30 days.
- December 14<sup>th</sup>, after no response from Mr. Daniels regarding the seizure notice, the title of his property vests in the port. Port staff will demolish and haul the boat for disposal on the next day weather allows for demolition, and a truck is available for hauling it to Curry Transfer and Recycling.
- On January 8th, 2024, the "Linda Jean" was disposed of, and trucked to Curry Transfer and Recycling.
- Mr. Daniels owes for Monthly Moorage fees that went unpaid, Finance Charges, Disposal of the boat, and trucking fees to Curry Transfer and Recycling.

Write off this account on accounts receithe amount of \$4,692.19	ivable as uncollectable and submit this to collection agency in
Write off this amount on accounts recei do not submit this to collection agency	vable as uncollectable in the accounts receivable and <b>y in the amount of \$4,692.19</b>
Other Agreement/Terms as presented	d and approved. Customer balance is \$4,692.19
Authorized / Attached Minutes	Date

**Accrual Basis** 1:50 PM 02/05/24

Daniels, Naphtali F/V LINDA JEAN

# Account Balance Summary for Naphtali Daniels Port of Brookings Harbor

All Transactions

508.00 540.80 540.80 508.00 508.00 Due Date Open Balance nvoice 07/25/2023 20231289 Rec Monthly Moorage - B2, P14 - 7/25/23 - 8/25, 07/25/2023 nvoice 05/25/2023 20230864 Rec Monthly Moorage - B2, P14 - 5/25/23 - 6/25, 05/25/2023 Invoice 06/26/2023 20231048 Rec Monthly Moorage - B2, P14 - 6/25/23 - 7/25, 06/26/2023 nvoice 04/25/2023 20230727 Rec Monthly Moorage - B2, P14 - 4/25/23 - 5/25, 04/25/2023 Memo Num Date Type

nvoice 08/25/2023 20231777 Rec Monthly Moorage - B2, P14 - 8/25/23 - 9/25, 08/25/2023 Invoice 09/25/2023 20231778 Rec Monthly Moorage - B2, P14 - 9/25/23 - 10/2: 09/25/2023 Total Due for Moorage

540.80

3,146.40

163.99 1,156.80 225.00 9.02 15.04 23.31 116.62 06/30/2023 07/31/2023 01/08/2024 05/31/2023 10/03/2023 Invoice 01/08/2024 20240219 Disposal of Linda Jean (Naphtali Daniels) Invoice 02/01/2024 20240220 Hauled Boat "Linda Jean" To CTR **Total Due for Finance Charges** Finance Charge Finance Charge Finance Charge Finance Charge Invoice 05/31/2023 FC 1686 Invoice 06/30/2023 FC 1753 Invoice 07/31/2023 FC 1770 Invoice 10/03/2023 FC 1804

02/01/2024 Total Due for Disposal of Vessel Post-Seizure

1,381.80

Total Daniels, Naphtali F/V LINDA JEAN

TOTAL

4,692.19

**Total Amount Due** 

# **ACTION ITEM - G**

**DATE:** February 21, 2024

RE: Annual Jog Your Memory Fun Run, Sponsorship Opportunity
TO: Honorable Board President and Harbor District Board Members

**ISSUED BY:** Travis Webster, Port Manager

#### **OVERVIEW**

• Azalea Gardens Senior Living Center is looking to host an annual color run to raise funds for the Alzheimer's Association. Last year they hosted this event at Azalea Park and want to expand the event this year.

#### **DOCUMENTS**

- Request Email, 2 pages
- Event Application, 7 pages

#### **COMMISSIONERS ACTION**

• Recommended Motion: Motion to



Danielle King <a href="mailto:com/">danielle@portofbrookingsharbor.com/">danielle@portofbrookingsharbor.com/</a>

#### Letter to Board of Commissioners for JYM: Color Run

1 message

**Sarah Dodson** <sarah.dodson@agingways.com>
To: Danielle King <danielle@portofbrookingsharbor.com>

Mon, Feb 12, 2024 at 3:36 PM

Dear Board of Commissioners,

I am Sarah Dodson, the Community Relations Director for Azalea Gardens Senior Living, Monarch Gardens Memory Care, and Shore Pines Senior Living. We are excited to announce that we will be hosting our 2nd Annual Jog Your Memory: Color Run on September 7<sup>th</sup> at the Port of Brookings Harbor. This event is a fundraiser for the Alzheimer's Association, aimed at spreading awareness and raising donations. Last year, we raised over \$15,000, and this year, we are hoping to surpass that amount!

We would like to extend an invitation to the Port of Brookings Harbor to sponsor our event by donating the fee for the event. In return, the Port of Brookings Harbor will receive publicity such as posters, promotions, t-shirts, social media mentions, and more, just like our other signature sponsors. We believe that partnering with the Port of Brookings Harbor will help us reach a wider audience and raise more funds for this important cause partnered with our 3 senior living communities, Curry Chamber of Commerce and Insider Events, I believe we can make a huge difference and raise awareness on such an important issue!

We hope that the Port of Brookings Harbor will consider our invitation to sponsor Jog Your Memory: Color Run and help us make this year's event a huge success. Thank you for your time and consideration. Please reach out to me anytime! (530) 691-2988  $\bigcirc$ 

Sincerely,



755 Elk Drive Brookings, OR 97415 azaleainfo@agingways.com (541) 469-7182



984 Parkview Drive Brookings, OR 97415 monarchinfo@agingways.com (541) 469-6817



93975 Ocean Way Gold Beach, OR 97444 shorepinesinfo@agingways.com (541) 247-0333

# Sarah Dodson

# Community Relations Director

Cell: 530.691.2988

Fax: 541.930.5458

Email: sarah.dodson@agingways.com



# **Port of Brookings Harbor Event Permit and Use Agreement**

Jani	くりん	t Permit and Use Agreement 				
Organi	izatio	n: Monarch Garden	is, Azale	1 Gan	dens,	Shove Pines.
Addres	ss: <b>C</b>	184 Parkview T	) v. Broz	skings	, OR	97415
Respo	nsible	Person: Sarah Dud	SON			
Phone	(5)	30/691.2988	Email: Saral	n. dods	nu6ag	ingways.com
		referred to as "Permittee," for a non-assokings Harbor property described herein	•	se and occupy	that portion	of the
Activit Usage Date(s	Activity: JYM: Color Run Usage Date(s): 9/7/24 to 9/7/24 Usage Times:  Date(s): 2/1/24 to 9/7/24 Usage Times:  Date(s): 2/1/24 to 9/7/24 Usage Times:  Date(s): 3/1/24 to 9/7/24 Usage Times:					
Insurance Company: State Farm Policy No.:						
I. PERMIT TO USE						
A. Event Permit. On the terms and conditions set forth below, the POBH Board of Commissioners grants to Permittee, its employees, agents, contractors, and invitees a permit to use and occupy the following facilities ("Event Permit") at POBH described as (check box for one or more facilities):  Port of Brookings Harbor Permit Fees						
Γ	$\sqrt{}$	Area	Rate Per Day	# of Days	Total	
		Boardwalk	\$700.00/Day		\$	
		Saturday Market	\$12.00/Vendor		\$	
		Car Shows	\$6.50/Vehicle		\$	
		Other:			\$	
		TOTAL PERMIT FEE			\$	

Page 1 of 7

<u>Use of POBH facilities or grounds for events outside of any of the above-listed facilities is not permitted.</u> Unless otherwise specifically stated herein, Permittee's permit to use the POBH facilities is non-exclusive. The POBH facilities to be used by Permittee are hereinafter referred to as the "Premises."

- **B.** Payment of Use Fees. Permittee agrees to pay the POBH for use of the Premises in amounts as follows:
  - 1. **Deposit.** A non-refundable deposit in the amount of 50% of total permit fee, must be delivered to the POBH office by \_\_\_\_\_\_, along with two signed copies of this Agreement. A fully executed copy of this Agreement will be returned to Permittee.
  - 2. Balance. The remaining balance of the permit fee, required general liability insurance policy certificates (including alcohol insurance, if applicable), documentation of Fire Marshal approval, fire safety sign-off sheet, equipment list and setup information, and marketing information must be delivered to the POBH office at least 60 days prior to the event date.
- C. Cancellations. Permittee may not cancel or otherwise terminate this Agreement without the express written consent of the Manager of the POBH. If cancellation is made at least 60 days prior to the scheduled event, the deposit stated in this Agreement will be refunded. No refunds will be given if cancellation is made in the 60 days prior to the event. POBH may cancel this Agreement upon 30 days' written notice to Permittee. In the event POBH cancels the Agreement, a full refund will be given to Permittee.
- **D. Event Hours.** Event hours, including setup and tear down are limited to between 8:00 a.m. and 10:00 p.m. each day. Additional hours outside of these pre-approved hours requires the pre-approval of the Manager of the POBH. Even if additional hours are authorized, music and amplified sound is prohibited after 10:00 p.m. in any outdoor area.
- **E.** Expiration. Unless, otherwise approved by the Manager of the POBH, the Event Permit expires at 10:00 p.m. on the last day of the permit.

#### II. USE OF THE PREMISES

A. Permitted Use. Permittee is granted the Event Permit for the following event:

<u> Jc</u>	inafter referred to as the "Event." The Event will include the following specific activities
("Ac	ctivities"):
1.	Color Run
2.	Music
3.	Food/Drinks
4.	Local Vendors
5.	
6.	
7.	
8.	

- The Premises may only be used for the Event and Activities, and for setup, cleanup, and other actions incidental thereto, and for no other purpose.
- **B.** Water Activities. Water-based activities in the harbor basins require Coast Guard, Oregon State Marine Board, County Sheriff and Harbor Fire Department notifications and/or permits. Permittee must submit proof of notifications and/or copy of permits to the POBH office at least 30 days prior to the first day of the Event.
- C. Fireworks. Fireworks on Port property require all regulatory permitting and notifications from state and federal agencies. Permittee must submit proof of notifications and/or copy of permits to the POBH office at least 30 days prior to the first day of the Event.
- **D.** Access to Facilities. Access to POBH facilities will be made available through the POBH staff. Keys will be furnished only in extraordinary circumstances.
- **E.** Alcohol. No alcohol is allowed in any building or on the property of the POBH, including the parking areas, without the express written consent of the Board of Commissioners. For those Events where consent has been given, Permittee must provide, at its own expense, a licensed server. A copy of the server's OLCC license must be provided to the Manager of POBH prior to Permittee's event. Permittee is solely and wholly responsible to ensure that all OLCC rules and regulations are followed. The Permittee will be required to supply the POBH with proof of liquor liability insurance, stand location(s), security plan, signage, and a copy of the OLCC permit no later than one week prior to the event. The Permittee will bear the sole responsibility for costs of security and identification checks. Patrons and guests are strictly prohibited from bringing bottles, cans and alcoholic beverages onto POBH property.
- **F. Road Closures.** County road detours or road closures must be approved by Curry County. Permittee must submit proof of road closure permit to the POBH office at least 30 days prior to the first day of the Event. If Port property is used for traffic detours, Permittee is required to submit a traffic detour plan to the POBH office for approval at least 60 days prior to the first day of the Event.
- **G. No Marijuana.** Marijuana items are not allowed in any building or on the property of POBH, including the parking areas. "Marijuana items" means and includes marijuana, cannabinoid products, cannabinoid concentrates and cannabinoid extracts.
- H. Defacement of Buildings or Boardwalk. Permittee must not injure, mar or in any manner deface the Premises, or drive or permit to be driven any nails, hooks, tacks, staples or screws in any part of the Premises, or make or allow to be made any alteration of any kind therein. If the Premises are damaged by the intentional act or negligence of Permittee or any person admitted to the Premises by Permittee, Permittee will be responsible for the cost to restore the Premises to its original condition. Permittee assumes full responsibility for the acts and conduct of all persons admitted to the Premises by Permittee and agrees to have on hand at all times sufficient security personnel to maintain order and protect persons and property.
- I. Damage to Facilities. No tape, staples, nails, etc., may be used on the POBH Boardwalk, buildings or equipment. Only painter's masking tape approved by the Manager of POBH may be used. Permittee must supply its own painters' masking tape. No weight-bearing (tire) equipment is allowed on Boardwalk.
- J. Seating Capacity. Permittee must not admit to the Premises a larger number of persons than can safely and freely move about, and the decision of the Manager of POBH in this respect will be final. Permittee must not allow chairs or movable seats to be placed in passageways and agrees to keep passageways clear at all times.
- K. Signs and Posters. Permittee may not place any sign, advertisement, post or other material or card ("sign") on any part of the Premises except in locations approved by the Manager of POBH. Only signs related to the Event will be approved. Signs may be placed only for such period of time as approved by the Manager of POBH. The Manager of the POBH may remove or ordered remove any sign that is not compliant with this paragraph. All approved signs must be removed by Permittee immediately after the Event. Failure to remove said sings will result in a \$50.00 per day charge until such items are removed. The use of adhesive tape or staples for the attachment of such materials to surfaces at POBH is prohibited, except on designated bulletin board areas.

- L. Hazardous Materials. Permittee may not, without the written consent of the Manager of the POBH, operate any engine, motor or machinery on the Premises or use oils, burning fluids, camphene, kerosene, propane, naphtha or gasoline for either mechanical or other purposes or any agent other than electricity for illuminating the Premises.
- M. Animals. It is the responsibility of the Permittee to ensure that all animals are controlled safely and responsibly. Dogs must be on a leash at all times. Owners are expected to clean up after their animals and deposit waste/manure in designated areas. Horses, llamas and cattle are prohibited from the lawn areas except when prior authorization has been given by the Manager of the POBH.
- N. Security. The Manager of the POBH, in consultation with Permittee, will determine security and law enforcement staffing required for the Activities. All security and law enforcement costs are the sole responsibility of Permittee.
- O. Parking. Permittees are required to control all traffic and parking regulations on POBH properties during the event. Parking availability is first come, first serve. Event parking at the boat launch parking area is prohibited. If traffic control or parking assistance is deemed necessary for public safety by the Manager of the POBH, the POBH will provide such assistance and bill the Permittee for services rendered.
- P. Box Office Facilities and Admissions Control. Only those persons authorized by the Manager of the POBH may use box office facilities or be otherwise engaged as ticket sellers, ticket takers, ushers, door guards or other admissions control personnel. Permittee agrees to comply with the POBH's minimum requirements concerning admissions control personnel and to pay the cost thereof.
- **Q.** Responsibility for Property. Permittee assumes sole responsibility for any property placed on the Premises by Permittee, independent contractors, exhibitors or invitees. Permittee accepts the Premises as-is and based upon Permittee's own inspection of the Premises as to its condition and safety.
- **R.** Observance of Laws. Permittee, its employees, agents, volunteers, independent contractors, exhibitors and invitees must comply with all applicable laws, statutes, regulations, ordinances, rulings and licensing requirements of any public authority applicable to the Activities or the Premises, the use thereof or any activity thereon.
- S. Compliance with POBH Rules and Regulations. Permittee, its employees, agents, volunteers, independent contractors, exhibitors and invitees must comply with all rules and regulations of the POBH. If Permittee is notified of any violation on the part of Permittee or any person admitted to the Premises by Permittee or any exhibitor or invitee of Permittee, the Permittee must immediately act to correct and cure the violation.
- **T.** Enforcement. The POBH reserves its right to enforce its rules, regulations and use policies for the operation of the Premises and for that purpose may enter the Premises at any time. POBH reserves the right to eject from the Premises, or refuse entry to the Premises, any person whose conduct, or violation of POBH's rules and regulations, render such person subject to being ejected or barred.

#### III. UTILITIES & SERVICES.

- A. Electricity. All electrical outlets are 20-amp service <u>only</u>. If extra lights, other than regular house lights, or electrical power is required by Permittee, they must be installed at Permittee's expense and the electric power must be paid by Permittee at current rates in effect for the Premises. All electrical connections must be made by POBH. All electrical connections and exhibitors' electrical equipment must conform with Oregon Electrical Specialty Code and the Oregon Fire Code, the cost thereof to be paid by Permittee. The use of multiple plugs such as twin sockets, cube taps or similar devices are not permitted.
- **B.** Water. POBH will furnish, through facilities presently installed on the Premises, water for human consumption and for ordinary toilet or janitorial purposes, but for no other purpose, unless otherwise specifically provided for in this Agreement. No water facility, appliance or apparatus furnished by POBH may be used for any purpose other than that for which it is constructed, and no

- sweepings, rubbish, rags, paper or other substance are to be placed in any sink, toilet, or drain. If any such misuse results in damage to any such facility or equipment as a result of Permittee's use or occupancy of the Premises, the cost of repair will be the responsibility of Permittee.
- C. Trash. Permittee must properly dispose of all trash and debris brought onto or generated on the Premises. Permittee is not authorized to use POBH dumpsters for such purpose. No trash or debris generated at any other location may be disposed of at the POBH.
- **D.** Extra Help. If it is necessary for the POBH staff to assist Permittee with setup, cleanup or aspects of Permittee's event, or if it is necessary for the Manager of POBH to employ extra help, such as stage hands, public address system operators or janitors, Permittee agrees to pay for the cost of such extra help at a rate of \$100.00 per hour, including any partial hours.
- **E. Equipment.** POBH does not supply extension cords, stage, ladders, fans, hand tools, office supplies/equipment, telephone, or copy services for Permittee's Activities. Any additional equipment, extra help, secured WIFI lines and/or materials requested by Permittee during the Activities must be coordinated through POBH and will be invoiced to Permittee.
- **F.** Payment. Payment for extra help, utilities or other services rendered by the POBH to Permittee will be due to the POBH within 10 days of the date of invoice. Failure to timely pay the invoice will result in the imposition of a \$25.00 late fee and monthly interest of 1.5%.

#### IV. TERMINATION AND VACATION

- **A.** Vacation. Permittee agrees to vacate the Premises no later than the expiration of the Event Permit issued hereunder. Permittee is required to remove all trash, debris and personal property from the Premises and to put away all tables, stack chairs, etc.
- **B.** Failure to Vacate. If Permittee fails to remove all its personal property from the Premises prior to the expiration of the Event Permit, Permittee agrees to pay additional rent in the amount of \$100.00 per hour (including any partial hours) until Permittee has completely vacated and removed all its personal property from the Premises. The POBH will have the right to remove and dispose of the property at the expense of Permittee. Alternatively, the POBH may allow the personal property to remain on the Premises. In either event, the POBH and its elected officials, officers, employees, agents and volunteers will not be liable for any damage or loss to any such personal property, either by reason of its removal or disposition, or by reason of any occurrence on or condition of the Premises. If the POBH elects to remove and store the personal property, the POBH will have a lien on said property for the reasonable cost of removal and storage.
- C. Default by Permittee. If Permittee fails to keep or perform any of its obligations under the terms of this Agreement and fails to correct said default immediately upon notice, the POBH may terminate this Agreement and the Event Permit, re-enter the Premises and remove all persons and property and resort to any legal proceeding necessary to obtain possession. Such termination and re-entry will not relieve Permittee from the obligation of paying any amounts theretofore accrued or from liability for loss caused by Permittee's violations of this Agreement.
- **D.** Re-Entry by the POBH. If Permittee vacates the Premises prior to the expiration of the Event Permit, the POBH may then re-enter and take full possession of the Premises. Upon re-entry, the Event Permit will be deemed to have expired. Vacating the Premises early does not entitle Permittee to any refund or discount.

#### V. GENERAL TERMS AND CONDITIONS

A. Insurance. Permittee, at its sole cost and expense, is required to procure and maintain in full force through the term of this Agreement (including setup and teardown) comprehensive general liability insurance with coverage limits of at least \$1,000,000 per occurrence; \$2,000,000 aggregate for products and completed operations, property damage, bodily injury and personal and advertising injury. The Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers must be listed as additional insureds. Permittee's name on such policies must be the

- same as on this Agreement. The policy must be endorsed to provide at least 10 days prior written notice to the POBH before cancellation or change in coverage. Evidence of coverage and additional insured endorsement(s) must be provided to the Manager of POBH at least 14 days prior to Permittee's use of the Premises. Failure to meet any of these insurance mandates constitutes a material breach of this Agreement by Permittee. The Event may not take place if proof of insurance in compliance with this paragraph has not been supplied to the POBH.
- **B. Exhibitors.** If Permittee makes any part of the Premises under this Agreement available to other persons or entities as exhibitors as part of this use, the exhibitors are subject to all of the provisions of this Agreement and to the authority of the Manager of POBH under those conditions. Permittee, however, will be fully responsible for all acts or omissions of the exhibitors as if they were Permittee's agents or employees.
- C. Unforeseen Impossibility. If fire or any other casualty or unforeseen occurrence renders the Premises to be occupied hereunder unusable, and renders fulfillment of this Agreement impossible, then this Agreement, and the Event Permit, will automatically terminate. If the Permittee has not had any use of the Premises, the sums therefore paid therefor will be refunded to Permittee. If the Permittee has used and occupied the Premises prior to such termination, then Permittee agrees to pay for the use of the Premises up to the time of such termination. In the event of termination under this paragraph, Permittee waives any claim for any damages or compensation due to the early termination of the Event Permit.
- D. Indemnity. Permittee shall indemnify, hold harmless, and defend the Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation), reasonable attorneys' fees, of every nature arising out of or in connection with Permittee's use of the Premises (including acts or omissions of invitees), Permittee's performance under this Agreement, or Permittee's failure to comply with any of its obligations contained in this Agreement, except for such loss or damage which was caused by the sole negligence or willful misconduct of the Port of Brookings Harbor or its elected officials, officers, employees, agents or volunteers. Neither Permittee nor any claims representative or attorney engaged by Permittee shall defend the claim in the name of the Board of Commissioners, Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers without first receiving from Port of Brookings Harbor Counsel, in a form and manner determined appropriate by the Port of Brookings Harbor Counsel, authority to act as legal counsel for the Board of Commissioners, Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers, nor shall Permittee settle any claim on behalf of the Board of Commissioners, Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers without the approval of the Port of Brookings Harbor. The Board of Commissioners, Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers have no liability to Permittee or its members, employees, agents, independent contractors, participants, exhibitors or invitees for any injury, loss, or damage caused by third parties or by any condition of the Premises, except to the extent caused by the gross negligence or willful misconduct of the POBH, its elected official, employees, agents or volunteers.
- **E.** Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion is not to be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- **F.** Attorney's Fees. If any law suit or other legal proceeding action is commenced by either party hereto against the other party and arising out of or relating to this Agreement, the prevailing party in such litigation, including any appeal, will be entitled, in addition to costs and disbursements provided by statute, to an award of reasonable attorney fees as determined by the court on trial or appeal.
- **G.** Amendments. The terms of this Agreement may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.
- H. Assignment. Permittee may not assign or transfer any of its interest in this Agreement without the written consent of the Manager of POBH. In the event that consent is granted for an assignment,

- the provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective assigns.
- I. Governing Law; Jurisdiction; Venue. This Agreement will be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding (collectively, "the claim") between POBH and the Permittee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Curry County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Medford Division. Permittee, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts.
- **J. Headings.** The headings and captions are inserted in this Agreement only as a matter of convenience and for reference in no way define, limit or describe the terms of this Agreement or the intent of any provision hereof.
- **K.** Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular term or provision to be held invalid.

The parties hereto have executed this Agreement in Curry County, Oregon on the date last written below.

PORT OF BROOKINGS HARBOR	PERMITTEE
Date:	Date: 1/22/24
Travis Webster, Port Manager	By: Sarah Dodson

# INFORMATION ITEM – A

**DATE:** February 21, 2024

**RE:** FEMA PW-189 Dredging Update

**TO:** Honorable Board President and Harbor District Board Members

**ISSUED BY:** Travis Webster, Port Manager

#### **OVERVIEW**

 Additional clamshell dredging was completed at the southeast corner of Basin 2 to remove sediment that would be too large for our new dredge to pump. Approximately 270 cubic yards were removed from the culvert outlet. This work completes the Billeter Marine contract for clamshell dredging. Their crane was disassembled and hauled off site.

- Our new dredge from Dragflow arrived at Seattle Port on February 1<sup>st</sup> and is scheduled to be delivered to Brookings by February 19<sup>th</sup>.
- Dragflow representative will be here on February 19<sup>th</sup> to assist with assembly of the dredge and then employee training will last until March 2<sup>nd</sup>.
- The latest the Port can dredge is March 14<sup>th</sup> for our current season. We plan to begin dredging again in October 2024.
- Once the material is dry enough to load out, the County will begin hauling it off site.
- Current dredging expenses and budget remaining:

Description	Amount
Engineering & Permitting	\$35,910.00
Equipment	\$633,393.27
Port Labor & Equipment	\$20,907.89
Contracts, Materials & Rentals	\$193,356.50
Total Expended	\$883,567.66
Budget Amount Remaining	\$1,563,504.31

#### **DOCUMENTS**

None

# INFORMATION ITEM – B

**DATE:** February 21, 2024

**RE:** Public Meeting Law Training Requirements

**TO:** Honorable Board President and Harbor District Board Members

**ISSUED BY:** Travis Webster, Port Manager

#### **OVERVIEW**

- On January 1, 2024, HB 2805 went into effect adding a new mandatory public meeting training requirement for every member of a governing body of a public body with total expenditures of \$1 million or more per fiscal year. These governing body members must receive Public Meetings Law training at least once during their term of office.
- The Oregon Government Ethics Commission (OGEC) planned to begin providing Public Meetings Law trainings this month. Unfortunately, the webinars have been removed from their site and are no longer available.
- SDAO recently learned that OGEC has delayed the review and approval of the Public Meetings Law trainings offered by outside agencies, including SDAO, until later this year.
- Port staff will let the Board know when training is available.

#### **DOCUMENTS**

- Email from SDAO, 1 page
- SDAO Newsletter, 1 page
- Oregon Government Ethics Commission, Public Meeting Law, Training, 2 pages



Danielle King <danielle@portofbrookingsharbor.com>

#### Public Meetings Law Training Requirement - Update

1 message

SDAO News <eNews@sdao.com> To: danielle@portofbrookingsharbor.com Thu, Jan 11, 2024 at 8:51 AM

If this e-mail does not display properly or if you have difficulty opening any links, click here to open the online version.

≡ Send to a friend



On January 1, 2024, HB 2805 went into effect adding a new mandatory public meetings training requirement for every member of a governing body of a public body with total expenditures of \$1 million or more per fiscal year. These governing body members must receive Public Meetings Law training at least once during their term of office.

The Oregon Government Ethics Commission (OGEC) planned to begin providing Public Meetings Law trainings this month. We recently shared in our weekly email update that they had added these webinars to their website with information about how to register. Unfortunately, the webinars have been removed from their site and are no longer available.

We recently learned that OGEC has delayed the review and approval of the Public Meetings Law trainings offered by outside agencies, including SDAO, until later this year. While you can continue to take our trainings on this topic, they will not fulfill the training requirement because they have not yet been approved by OGEC.

It's important to note that only trainings reviewed and approved by OGEC will fulfill the training requirement. However, the training requirement does not need to be satisfied immediately. It only needs to be completed once per term.

We will continue to keep you updated and will notify you as soon as we know about the availability of OGEC trainings and the approval of SDAO trainings.

If you would like to receive updates on OGEC's Public Meetings Law trainings, you can sign up for OGEC's Public Meetings Law trainings email list on OGEC's website at: https://www.oregon.gov/ogec/Public-Meetings-Law/Pages/Training-Review.aspx

To ensure you receive emails from us, please add the domain @sdao.com to your white list.

Click here to unsubscribe from Trainings

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(https://www.sdao.com/)



Sign In to the SDIS Website (https://www.sdis.org)

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## Public Meetings Law Training Requirement - Update

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If you would like to receive updates on OGEC's Public Meetings Law trainings, you can sign up for OGEC's Public Meetings Law trainings email list on OGEC's website at: https://www.oregon.gov/ogec/Public-Meetings-Law/Pages/Training-Review.aspx (https://www.oregon.gov/ogec/Public-Meetings-Law/Pages/Training-Review.aspx)

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### **Public Meetings Law**

Oregon Government Ethics Commission (/ogec/Public-Meetings-Law)

(/ogec/)

😭 (/ogec/Pages/default.aspx) 🗲 Public Meetings Law (/ogec/Public-Meetings-Law/Pages/default.aspx) 🗲 Trainings

# **Trainings**



## **Public Meetings Trainings**

In January 2024, OGEC'S trainers will begin providing Public Meetings Law trainings and will be coordinating with agencies, other groups, and associations to ensure the availability of Public Meetings Law trainings throughout the state. We aim to begin scheduling customized Public Meetings Law trainings for groups in the spring.

#### **Live Webinars**

OGEC will be offering trainings on Public Meetings Law and the Executive Session provisions in 2024. You can currently sign-up for our live <u>webinars (/ogec/training/Pages/Webinars.aspx)</u> on the Executive Session provisions. We will begin to offer live webinars on the Public Meetings Law once OGEC is further along with the rules making process.

#### Review and Approval of Public Meetings Trainings

OGEC staff is working with stakeholders to create the process for reviewing and approving Public Meetings Law trainings. We will begin reviewing training curriculum before the end of 2024.

Please contact the <u>Stephanie Heffner (mailto:stephanie.heffner@ogec.oregon.gov)</u>, the Curriculum & Training Coordinator for more information.

## **Updates on Public Meetings Law Trainings**

Please <u>subscribe to our Public Meetings Law Trainings email list (https://public.govdelivery.com/accounts/ORGEC/subscriber/new?topic\_id=ORGEC\_45)</u> to receive updates on Public Meetings Law trainings.





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Meetings (/ogec/about-us/Pages/Meetings.aspx)

Commission Calendar (/ogec/about-us/Pages/Calendar.aspx)

Commission Newsletter (/ogec/about-us/Pages/Newsletters.aspx)

#### Contact Info

Oregon Government Ethics Commission

3218 Pringle Road SE, Suite 220 Salem, Oregon 97302-1680

Phone: (503) 378-5105Fax: (503) 373-1456E-mail: mail@ogec.oregon.gov (mailto:mail@ogec.oregon.gov)

Website: www.oregon.gov/OGEC (/OGEC)

#### Social Media



(https://www.linkedin.com/company/oregonethics)



(https://twitter.com/ORGovEthics)

## **About Oregon**

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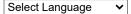
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### **INFORMATION ITEM – C**

**DATE:** February 21, 2024

**RE:** DEQ 1200-Z Stormwater Test Results

**TO:** Honorable Board President and Harbor District Board Members **ISSUED BY:** Danielle King, Safety, Security, and Environmental Coordinator

### **OVERVIEW**

- Port completed its first out of four yearly stormwater tests on January 17, 2024. Samples were taken early in the morning; we have 12 hours to take samples once discharge begins.
- Test results show the only place that failed was in the Boat Yard for copper and suspended solids. Because the boat yard outfall 103 is already under Tier II status for copper, a corrective action report has already been completed by an engineer to correct the benchmark exceedance by installing an oil water separator.
- October 18, 2023 Board approved for State and Local Fiscal Recovery Funds to be spent purchasing an oil water separator for the Boat Yard that will be arriving February 29<sup>th</sup>.

### **DOCUMENTS**

- Statewide Benchmark, 1 page
- Stormwater Test Results, 10 pages

EPA Number: ORR807337

File Number: 126385

### 1200-Z NPDES Monitoring Requirements

You must monitor for the pollutants in the table below. If discharge to a Category 5: 303(d) listed receiving water for pH, total copper, total lead, total zinc and/or E. coli, the table below will not include statewide or sector-specific benchmarks for those pollutants. Exceedance of impairment monitoring may escalate to a water quality-based effluent limit during this permit cycle. Please read Schedule A.13 and Schedule C carefully. Ther 2 geometric mean evaluations are required annually. Please read Schedule A.12 carefully.

Georegion	Pollutant	Statewide Benchmark	Unit	Frequency
Marine Waters	Total Copper	0.025	mg/L	Four times per year
Marine Waters	Total Lead	1.10	mg/L	Four times per year
Marine Waters	Total Zinc	0.46	mg/L	Four times per year
Marine Waters	pH	6.0 - 9.0	s.u.	Four times per year
Marine Waters	TSS	100	mg/L	Four times per year
SIC códe ôf Industrial Activity	Pollutant	Sector-specific Benchingrk	Ųňits	Frequency
4493	Total Aluminum	1.10	mg/L	Four times per year
2092	N/A	N/A	N/A	N/A
Receiving Water  LLID: 1242700420450  AUDD: 100278	Pollutant	Impairment Concentration	Ünits	Frequency
River Mile: 0.15	L. Cate . L.	27/4	N/A	N/A
Chetco River	N/A	N/A	IN/A	1 1/4 X
Technology-based Effluent Limit	Pollufant	Numeric Effluent Limit	Units	Frequency
N/A	N/A	N/A	N/A	N/A



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**Mail To:** 

**Port of Brookings Harbor** 

Attn:

16330 Lower Harbor Road Brookings, OR 97415 Date:

January 29, 2024

Address of Source:

16330 Lower Harbor

Sample ID #:

22400223

Project Name:

Port of Brookings

### **Analysis Report**

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

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

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

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

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

Sincerely,

Doue Schooforma

Laboratory Director

Sample ID: 22400223

Collectors Name: Danielle King

Address of Source: 16

16330 Lower Harbor

305 - Pacific Seafood

Project Name:

Port of Brookings

Source: Source Water

Received Date:

01/17/2024

Treatment System: None

Sample Point:

		Resul	ts of Che	emical	Analys	sis		
Sample Notes:	Pacific Seafood	Water to	Collectio	n Date:	01/17/24	8:25 AM	fact of	12 (19)
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst ID	Data Flags
Copper	EPA 200.7	0.006	ND	mg/L	0.025	01/18/24 4:38 pm	PVS AA	Tier II
Lead	SM 3113 B	0.01	ND	mg/L	1.10	01/18/24 2:32 pm	PVS AC	
Total Suspended S	Solids EPA 160.2	1.0	66.00	mg/L	100	01/17/24 2:53 pm	PVS AD	Tier II
Zinc	EPA 200.7	0.06	ND	mg/L	0.46	01/18/24 4:38 pm	PVS AE	
Aluminum	EPA 200.7	0.04	0.5543	mg/L	1.10	01/18/24 4:38 pm	PVS AF	

### **DEFINITIONS AND DATA FLAGS**

A Analysis is covered under ORELAP scope of Accreditation

AA Analysis is covered under ISO scope of Accreditation

C Sample did not meet acceptance criteria

H Analysis performed outside method hold time

ID Subsample identifier for each Sample number

M Matrix Spike recovery is out of control limits due to matrix interference The LCS was in acceptance limits showing the analysis is in control and the data is acceptable

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

Sample ID: 22400224 Collectors Name: Danielle King

Address of Source:

16330 Lower Harbor Road

304 Bornstein

Project Name:

Port of Brookings

Source: Source Water

Received Date:

01/17/2024

Treatment System: None

Sample Point:

		Resul	ts of Che	emical	Analys	sis		
Sample Notes: 3	04 Bornstein		Collectio	n Date:	01/17/24	8:21 AM		51127
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst II	Data Flags
Copper	EPA 200.7	0.006	ND	mg/L	0.025	01/18/24 4:40 pm	PVS A	1
Lead	SM 3113 B	0.01	ND	mg/L	1.10	01/18/24 2:32 pm	PVS AC	2
Total Suspended Solid	ds EPA 160.2	1.0	54.00	mg/L	100	01/17/24 2:53 pm	PVS A	)
Zinc	EPA 200.7	0.06	ND	mg/L	0.46	01/18/24 4:40 pm	PVS AE	•
Aluminum	EPA 200.7	0.04	0.1121	mg/L	1 10	01/18/24 4:40 pm	PVS AF	:

### **DEFINITIONS AND DATA FLAGS**

Analysis is covered under ORELAP scope of Accreditation

AA Analysis is covered under ISO scope of Accreditation

С Sample did not meet acceptance criteria Analysis performed outside method hold time Н

ID Subsample identifier for each Sample number

Matrix Spike recovery is out of control limits due to matrix interference The LCS was in acceptance limits showing the analysis is in control and the data is acceptable

Estimated Value Е LOQ Reporting Limit N/A Not Applicable ND None Detected Sample Outsourced

Sample ID: 22400225

Collectors Name: Danielle King

Address of Source: 16330 Lower Harbor Road Sample Point: 302 - Gear Storage

Project Name:

Port of Brookings

Storm Water

Received Date: 01/17/2024 Treatment System: None

Estimated Value

Reporting Limit

Not Applicable

None Detected

Sample Outsourced

LOQ

N/A

ND

S

Source:

		Resul	ts of Che	emical	Analys	is		
Sample Notes:	302 - Gear Storage	TO YOU	Collectio	n Date:	01/17/24	8:18 AM		
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst ID	Data Flags
Copper	EPA 200.7	0.006	ND	mg/L	0.025	01/18/24 4:43 pm	PVS AA	Tier II
Lead	SM 3113 B	0.01	ND	mg/L	1.10	01/18/24 2:32 pm	PVS AC	
Total Suspended Sol	ids EPA 160.2	1.0	26.00	mg/L	100	01/17/24 2:53 pm	PVS AD	Tier II
Zinc	EPA 200.7	0.06	ND	mg/L	0.46	01/18/24 4:43 pm	PVS AE	
Aluminum	EPA 200.7	0.04	0.5205	mg/L	1.10	01/18/24 4:43 pm	PVS AF	

### **DEFINITIONS AND DATA FLAGS**

Analysis is covered under ORELAP scope of Accreditation

Analysis is covered under ISO scope of Accreditation

С Sample did not meet acceptance criteria Analysis performed outside method hold time

ID Subsample identifier for each Sample number

Matrix Spike recovery is out of control limits due to matrix interference

The LCS was in acceptance limits showing the analysis is in control and the data is acceptable

**Results Color Key** White - No EPA Limit Low Risk within EPA Limit **Medium Risk** High Risk

**Exceeds EPA Limit** 

Call the Lab to Discuss

Sample ID: 22400226 Collectors Name: Danielle King

Address of Source: 16330 lower Harbor Sample Point:

202 - Hallmark

Project Name:

Source:

Strom Water

Received Date:

Port of Brookings Harbor

01/17/2024

Treatment System: None

		Resul	ts of Che	emical	Analys	is		
Sample Notes:	202 - Hallmark	1 3 12 2 1	Collectio	n Date:	01/17/24	8:08 AM		
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst ID	Data Flags
Copper	EPA 200.7	0.006	ND	mg/L	0.025	01/18/24 4:46 pm	PVS AA	
Lead	SM 3113 B	0.01	ND	mg/L	1.10	01/18/24 2:32 pm	PVS AC	
<b>Total Suspended</b>	Solids EPA 160.2	1.0	10.00	mg/L	100	01/17/24 2:53 pm	PVS AD	Tier II
Zinc	EPA 200.7	0.06	ND	mg/L	0.46	01/18/24 4:46 pm	PVS AE	
Aluminum	EPA 200.7	0.04	0.1701	mg/L	1 10	01/18/24 4:46 pm	PVS AF	

### **DEFINITIONS AND DATA FLAGS**

Analysis is covered under ORELAP scope of Accreditation

AA Analysis is covered under ISO scope of Accreditation

Sample did not meet acceptance criteria Н Analysis performed outside method hold time

ID Subsample identifier for each Sample number

Matrix Spike recovery is out of control limits due to matrix interference The LCS was in acceptance limits showing the analysis is in control and the data is acceptable

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

Sample ID: 22400227 Collectors Name: Danielle King

Address of Source:

16330 Lower Harbor Road

203 - Fuel Dock

Project Name:

Port of Brookings Harbor

Source: Source Water

Received Date:

01/17/2024

Treatment System: None

Sample Point:

		Resul	ts of Che	emical	Analys	is		
Sample Notes:	203 - Fuel Dock		Collectio	n Date:	01/17/24	8:13 AM		16115
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst ID	Data Flags
Copper	EPA 200.7	0.006	ND	mg/L	0.025	01/18/24 4:48 pm	PVS AA	
Lead	SM 3113 B	0.01	ND	mg/L	1.10	01/18/24 2:32 pm	PVS AC	
Total Suspended So	olids EPA 160.2	1.0	6.00	mg/L	100	01/17/24 2:53 pm	PVS AD	
Zinc	EPA 200.7	0.06	0.0757	mg/L	0.46	01/18/24 4:48 pm	PVS AE	
Aluminum	EPA 200.7	0.04	0.0573	mg/L	1.10	01/18/24 4:48 pm	PVS AF	

DEFINITIONS AND DATA FLAGS

Analysis is covered under ORELAP scope of Accreditation

Analysis is covered under ISO scope of Accreditation

С Sample did not meet acceptance criteria

Analysis performed outside method hold time

Subsample identifier for each Sample number ID

Matrix Spike recovery is out of control limits due to matrix interference The LCS was in acceptance limits showing the analysis is in control and the data is acceptable

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

Sample ID:

22400228

Collectors Name:

Danielle King

Address of Source:

16330 Lower Harbor Road

Sample Point:

103 - Boat Yard

Project Name:

Port of Brookings

Source:

Storm Water

Received Date:

01/17/2024

Treatment System: None

		Resul	ts of Che	emical	Analys	is			
Sample Notes:	103 - Boat Yard	"Hall tax	Collection	n Date:	01/17/24	8:03 AM	Witten		
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst	ID	Data Flags
Copper	EPA 200.7	0.006	0.1045	mg/L	0.025	01/18/24 4:51 pm	PVS	AA	Tier II
Lead	SM 3113 B	0.01	ND	mg/L	1.10	01/18/24 2:32 pm	PVS	AC	
Total Suspended	Solids EPA 160.2	1.0	100.00	mg/L	100	01/17/24 2:53 pm	PVS	AD	
Zinc	EPA 200.7	0.06	0.0681	mg/L	0.46	01/18/24 4:51 pm	PVS	ΑE	
Aluminum	EPA 200.7	0.04	0.6699	mg/L	1.10	01/18/24 4:51 pm	PVS	AF	

### **DEFINITIONS AND DATA FLAGS**

Analysis is covered under ORELAP scope of Accreditation

Analysis is covered under ISO scope of Accreditation

С Sample did not meet acceptance criteria Н

Analysis performed outside method hold time ID Subsample identifier for each Sample number

Matrix Spike recovery is out of control limits due to matrix interference The LCS was in acceptance limits showing the analysis is in control and

the data is acceptable

Ε Estimated Value LOQ Reporting Limit N/A Not Applicable ND None Detected Sample Outsourced

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

22400223-22400227

				22400;	22400223-22400227	0227			
Total Suspended S Run Number: 11560	<b>Total Suspended Solids</b> Run Number: 11560								
Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Method Blank TSS M	lank Method Blank	EPA 160.2	Q.	1.0	mg/L		0.1≥		-
<b>Laborator</b> TSS	Laboratory Control Sample (LCS) TSS LCS-934C898E2C2D	EPA 160.2	96.0	1.0	mg/L	106.70%	90-110%		
<b>Duplicate</b> TSS	DUP22400228AD	EPA 160.2	120	1.0	mg/L			18.20%	≈20%
Copper Run Numb	Copper Run Number: 1/18/2024								
Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
<b>Laborator</b> Copper	Laboratory Control Sample (LCS) Copper LCS	EPA 200.7	0.57132	0.006	mg/L	97.49%	90-110%		
Copper Copper	Continued Calibration Verification (CCV) Copper CCV EPA	<b>CCV)</b> EPA 200.7	0.01	0.006	mg/L	2.99%	×10%		
Matrix Spike Copper	ike MS22400233	EPA 200.7	0.96292	0.006	mg/L	95.95%	75-125%		
Zinc Run Numb	<b>Zinc</b> Run Number: 1/18/2024								
Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
<b>Laborator</b> Zinc	Laboratory Control Sample (LCS) Zinc LCS	EPA 200.7	1.44523	090'0	mg/L	100.36%	90-110%		
Continued	Continued Calibration Verification (CCV)	<b>ccv</b> ) EPA 200.7	0.10	0.060	mg/L	1.71%	≥10%		
Matrix Spike Zinc	ike MS22400233	EPA 200.7	1.96721	090.0	mg/L	98.12%	75-125%		

### Grants Pass Water Laboratory, INC Analytical QC Summary Report 22400223-22400227

				44400	7700477-07700477	1770			
Lead									
Run Number: 1/18/2024	r: 1/18/2024								
Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
<b>Laboratory</b> Lead	Laboratory Control Sample (LCS) Lead LCS	SM 3113 B	60.77	900.0	mg/L	102.20%	90-110%		
Continued ( Lead	Continued Calibration Verification (CCV) Lead CCV	CCV) SM 3113 B	31.19	0.006 mg/L	mg/L	3.90%	×10%		
Matrix Spike Lead	e MS22400233	SM 3113 B	14.29	0.006 mg/L	mg/L	88.60%	75-125%		
Aluminum Run Number: 1/18/2024	r: 1/18/2024								
Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Laboratory Aluminum	Laboratory Control Sample (LCS) Aluminum LCS	EPA 200.7	0.74663 0.006 mg/L	900.0	mg/L	100.35%	90-110%		
Continued (	Continued Calibration Verification (CCV) Aluminum CCV EPA	<b>ccv)</b> EPA 200.7	0.05	900.0	mg/L	6.23%	≥10%		
Matrix Spike Aluminum	e MS22400233	EPA 200.7	0.96076 0.006 mg/L	900.0	mg/L	95.70%	75-125%		



# CHAIN-OF-CUSTODY / Analytical Request Document

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

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

REGULATORY AGENCY	ES Ground Water Drinking Water	□ RCRA □ Other		ore Location:		22400223	Cu, Field pH, Pb, TSS, Zn, Al		12 H H D D Z -	Cu, Field p	6 THE RESIDENCE OF THE PROPERTY OF THE PROPERT	3024 22400225	Cu, Field			2 Cy, Field pH, Pb, TSS, Zn, Al				(26)	Time: 11.3	r	On Ice:
	How box KNPDES	□ UST	3	SIHL			pH Analysis			Analysis Date & Time DH Result	1/17 826 7.36	1/1 826 7.3	11 973 B.16	<del>-</del>	1/17 820 8.32	1/1920 8.32	117 810 8.51	11.810 8.51	1/17 815 720	05 = SB LI/1	Date: 1-13-24	Date:	Temp °C: [ \( \mathbb{U} \)
INFORMATION (If different):	of Brookings		D. Box 848	oh 9			Collection Matrix *	MO	Sampling Sampling	Date Time A	UNS 825 FILI	WS 758 1/1	MS 188 LI/1	WS 28 LI/1	WS 818 MI	WS 818 11	WS 808 LIV	WR 808 M	Nr 813 SW	MS 88 L1/1	SwA	KB	A- Aqueous, S- Soil
BILLING	cas Harboar Company: Port	Attn:	who mad Address: P. (	DR 97415 Br	Email: Travis Opertof brookyngsharbor, com Email:	Phone:		Address of Sample location: 1633の Lower Horbo	Project Name / Port of Brookings Havbor	SAMPLE ID / SAMPLE LOCATION	Pacific Seoford	Pacific Seafond	G.	Pornstern	Gear Storage		Hallmark	Hallmarth	Fuel Dark	Feel Doch		Received by (Initials):	*Matrix: DW- Drinking Water, WW- Wastewater, SW- Storm Water, A- Aq
CLIENI INFORMATION	company: Port of Brookings Harbor	Attn: Vyowys Webster	Address: 16330 Caver Harbor Proad	Brachings Of	Doortof brook	Phone: (541) 469-2218	PWS Number:	ress of Sample location	ct Name / Port OF 1	Bottle ID # SAMPL	H7550 305 7	HAILS 305 7	H5882 304 1	HA125 304	H9598 202	HA161 302	HA142 202	HAIYO 202	HA155 203	202	<u>ĕ</u>	sanrelle lung	N- Drinking Water, WW- W
CLIENTIN	Company:	Attn: \YO	Address: \	a)	Email: 1 Y.	Phone:	PW	Add		ltem #	1 1	7 元	3 HE	生	£ 3	生。	土 ′	全 8	6	HLIPH OF	NAME OF	4	*Matrix: D

### INFORMATION ITEM – D

**DATE:** February 21, 2024

**RE:** SDIS Property/Casualty Insurance Services Renewal

TO: Honorable Board President and Harbor District Board Members

**ISSUED BY:** Travis Webster, Port Manager

### **OVERVIEW**

• SDIS provides the Port's Property & Casualty Insurance Policy.

• The 2024 rate is \$156,059. This is an increase of 11.3% over the 2023 rate of \$140,181.

### **DOCUMENTS**

• SDIS 2024 Property/Casualty Insurance Services Renewal, 1 page

### Invoice

**Named Participant** 

Port Of Brookings Harbor PO Box 848

Brookings, OR 97415

Agent of Record

WAFD Insurance Group, Inc.

P.O. Box 2725 Harbor, OR 97415

Coverage		<b>Contribution</b>
SDIS Liability Coverage		\$59,716
obio manini, obiomgo	Less Best Practices Credit	(\$5,972)
	Less Service Group Discount	(\$2,389)
	Adjusted Contribution	\$51,355
Auto Liebility*	/ tajastea Contribution	
Auto Liability*		\$1,925
	Less Best Practices Credit	(\$192)
	Less Service Group Discount	(\$77)
	Adjusted Contribution	\$1,656
Non-owned and Hired Auto Liability		\$175
Auto Physical Damage		\$1,010
	Less Service Group Discount	<u>(\$40)</u>
	Adjusted Contribution	\$970
Hired Auto Physical Damage		\$164
Property		\$104,676
	Less Best Practices Credit	(\$10,468)
	Less Service Group Discount	(\$4,187)
	Adjusted Contribution	\$90,021
Earthquake		\$8,234
Flood		\$2,461
Equipment Breakdown		\$0
Crime		\$1,023
Cyber		Included
	Total	\$156,059

The listed coverages are only extended when a specific dollar amount or the word "included" is indicated in the Contribution column. Your payment evidences acceptance of this renewal. Please use the coupon on the following page to help us apply your payment.

Total Contribution Amount Due for 2024: \$156,059.00

Paid in 12-monthly payments of:

\$13,004.92

<sup>\*</sup> Includes Excess Auto and Auto Supplemental coverages.

### **INFORMATION ITEM – E**

**DATE:** February 21, 2024

**RE:** Draft Resolution, Reserve Fund Resolution

**TO:** Honorable Board President and Harbor District Board Members

**ISSUED BY:** Travis Webster, Port Manager

### **OVERVIEW**

### As stated in Oregon Department of Revenue "Local Budgeting Manual".

- A local government may set up a reserve fund to accumulate money for financing the cost of any service, project, property or equipment that the district can legally perform or acquire (ORS 294.346, renumbered from 294.525). Under Local Budget Law, a reserve fund is a way to save money from year to year. Expenditures can be appropriated and made directly from a reserve fund.
- The resolution or ordinance creating a reserve fund should state the purpose for which the money in the fund can be spent. At least every 10 years after the establishment of a reserve fund, the governing body must review the fund to decide if it should be continued or abolished. Any unexpended or unobligated balance left in the fund when it is abolished can be transferred to the general fund or any other fund designated by the governing body.
- Money in a reserve fund can only be used for the purpose for which the fund was established. Expenditures for that purpose may be budgeted and appropriated directly from the reserve fund. Transfers may not be made from a reserve fund unless the fund that receives the transfer uses the money for a purpose consistent with the purpose of the reserve fund. Interfund loans can be made from a reserve fund under ORS 294.468 (renumbered from 294.460).

### **Current Reserve Fund**

- The current Reserve Fund is rolled into one that includes:
  - ➤ Port Resolution 307, Reserve Fund, established in 1998 for dock maintenance and future dock replacements. Per our records, this reserve fund was never abolished, but was reintroduced in 2017 to begin saving funds for future projects or unexpected expenditures.
  - ➤ The Port Strategic Business Plan recommends maintaining an <u>operating reserve</u> of 90 days of expenditures.
  - ➤ The Port Strategic Business Plan also recommends targeting at least 15% of each year's General Fund ending fund balance to a <u>Dredging Maintenance Reserve Fund</u>.
  - ➤ Resolution No. 2023-02, Landing Fee Rates, establishes collected landing fees to be placed into the Reserve Fund under a line item titled "Landing Fees." Fees will be allocated to repair, maintenance and/or upgrades needed to the receiving docks.

### **Proposed Reserve Fund**

- Proposed Reserve Fund would have four separate reserves that would clearly identify:
  - ➤ <u>General Reserve</u> that would provide a goal to meet the recommendation in our Strategic Business Plan.
  - ➤ <u>Capital Replacement Reserve</u> that would continue our plan to replace current Port assets.
  - ➤ <u>Dredging Reserve</u> that would provide a goal to meet the recommendation in our Strategic Business Plan.
  - ➤ <u>Landing Fee Reserve</u> that would meet the goal of Resolution 2023-02 to use landing fees for receiving dock repairs, maintenance and upgrades.

### **DOCUMENTS**

• Draft Resolution No. 2024-03 Reestablishing Reserve Fund, 3 pages

### PORT OF BROOKINGS HARBOR CURRY COUNTY, OREGON

### **RESOLUTION NO. 2024-XX**

### A RESOLUTION OF THE BOARD OF PORT COMMISSIONERS FOR THE PORT OF BROOKINGS HARBOR REESTABLISHING RESERVE FUND

WHEREAS, the Port of Brookings Harbor is a port district, organized and operated under the provisions of ORS Chapter 777, and has authority to set goals for its reserve balances for long range financial and strategic planning; and

**WHEREAS**, the Port has reviewed its reserve requirements and determined that it is necessary to establish a reserve policy to define certain reserves and cash balances.

**NOW, THEREFORE,** be it resolved by the Board of Commissioners of the Port of Brookings Harbor, Curry County, Oregon as the following finding and establish the reserve fund as list below.

- General Reserve
- Capital Replacement Reserve
- Dredging Reserve
- Landing Fee Reserve

Each of these reserves are defined in Exhibit A Reserve Policy attached to this resolution. The Board of Commissioners shall review the Reserve Policy and the level of reserves in each fund on an annual basis.

All previous reserve funds adopted by resolution that conflict with this resolution is hereby repealed.

**APPROVED AND ADOPTED** and made effective the same day by the Board of Port Commissioners of the Port of Brookings Harbor this 20th day of March 2024.

	ATTEST:
Richard Heap, President	Sharon Hartung, Secretary/Treasurer

### PORT OF BROOKINGS HARBOR

### **RESOLUTION NO. 2024-XX**

### RESERVES POLICY

### **EXHIBIT A**

### **Purpose**

The purpose of the Port of Brookings Harbor Reserve Policy is to ensure that the Port has sufficient funding available at all times to meet its operating, capital, and debt service obligations. Reserves should be managed in a manner to fund costs consistent with its annual budget, forward-looking financial plan, and other long-term plans while avoiding significant cash flow requirements.

The Board of Commissioners of the Port of Brookings Harbor may establish reserve funds and reserve minimum balances as it determines to be in the best interest of the Port. The reserve balances are intended to ensure that the Port has sufficient reserves to meet current and future needs. Such balances shall be reviewed by the Board of Commissioners on an annual basis as part of the budget process.

With this Policy, the Port established and segregates the reserve fund to protect the investment in various assets and to meet its financial, regulatory, and contractual obligations. The proper management of these reserves will provide additional assurances that current levels of service quality and reliability will be met now and into the future.

This Reserve Policy establishes the reserve fund and the level of reserves necessary for adequately providing for the following.

- Funding infrastructure replacement
- Cash flow requirements
- Economic uncertainty
- Local disasters or catastrophic events
- Unfunded mandates and regulatory changes and requirements

### **Reserve Fund**

The Port's reserve fund may be generally classified as operating, capital, and restricted funds. A "fund" is a segregation within the Port's accounting system to keep sources and uses of funds easily identifiable and reportable. The reserve fund established with this Reserve Policy are for Port facility.

The cash reserve balance is to be maintained in a separate fund within the accounting system in a manner that ensures accurate tracking of transactions and transparency to the Port's consumers. The Port will follow the standardized methods of financial reporting.

The target reserve levels are considered to be minimum levels for each fund. The minimum reserve balances are intended to support a sustainable financial condition, recognizing the risk

and long-range financial planning perspective that is acceptable to the Port. It is intended that interest income generated from the reserve fund remain in such fund.

The following reserve targets are established with this Reserve Policy.

### **General Reserve**

- <u>Purpose</u>: The purpose of the General Reserve is to provide working capital to meet cash flow needs during normal operations and to support the operation, maintenance and administration of the Port. The reserve is intended to reduce impacts from unforeseen events such as increased utility costs, loss of the Port's customers, severe storm impacts, litigation, and legislative actions. This reserve ensures that operations can continue should there be significant events that impact cash flows.
- <u>Target Reserve</u>: The Target Reserve is established as a range between a minimum of 60 days (2 months) of annual operation and maintenance expanse and a maximum of 90 days (3 months). (monthly expenses approximately \$189,000)

### **Capital Replacement Reserve**

- <u>Purpose:</u> The Capital Replacement Reserve is used to fund future replacement of capital assets and capital projects. The reserve provides for timely repair and replacement of Port capital facilities.
- <u>Target Reserve</u>: The Target Reserve amount established is <u>2</u> percent of the fixed asset value. (\$19,066,617 Port 22/23 Asset List)

### **Dredging Reserve**

- <u>Purpose:</u> The purpose of the Dredging Reserve is to provide funds for yearly maintenance dredging within Basins 1 & 2. Two percent of moorage fees are transferred monthly into the dredging reserve.
- Target Reserve: The Target Reserve amount established is \$100,000.

### **Landing Fee Reserve**

- <u>Purpose:</u> The purpose of the Landing Fee Reserve is to repair, maintain, and upgrade existing receiving docks.
- <u>Target Reserve</u>: The Target Reserve amount established is <u>10</u> percent of the fixed asset valve of the receiving docks. (\$4,880,470 Port 22/23 Asset List)

### **Target Reserve Summary**

Reserve Type	Reserve	<b>Current Proposed</b>		
Reserve Type	Target	Reserves		
General Reserve	\$378,000	\$300,000*		
Capital Replacement Reserve	\$450,000	\$123,736		
Dredging Reserve	\$100,000	\$50,000		
Landing Fee Reserve	\$488,000	\$2,500		
Total Target Reserves	\$1,416,000	\$476,236		

<sup>\*</sup> Property sale money (\$139,388.80) intended for WWTP matching funds, remaining would be \$160,611.20.

### INFORMATION ITEM – F

**DATE:** February 21, 2024

**RE:** Capital Outlay Plan for FY 2024-25

TO: Honorable Board President and Harbor District Board Members

**ISSUED BY:** Travis Webster, Port Manager

### **OVERVIEW**

- Capital outlay expenditures are designated for purchase, construction, or improvement of capital assets. In general, a capital asset is a tangible (or intangible) asset with an initial cost of more than \$5,000, and an estimated life in excess of one year. The Port will continue to investigate possible grants to offset the costs. The Port's lack of cash on hand limits grant possibilities due to grant matching requirements.
- Staff has created a capital outlay project list.
- Costs are based upon staff estimates.
- Staff are proposing to budget approximately \$200,000 for capital outlay.

### **DOCUMENTS**

- Repair and Upgrade list with Estimates, 1 page
- Photos with Locations of Repairs, 33 pages

### Fiscal Year 2024-25 Budget Repair / Upgrade List

#	Port Area	Don't Conference of the confer	Estimated			Port's Projects to	
		Description of Repair / Upgrade	Quantity		Cost		omplete First
1	Launch Ramp	Electrical Box Replacement	1	\$	15,000.00		
2	Launch Ramp	Slope Repair at Guest Dock Ramp (Lane #6)	100LF	\$	25,000.00	\$	25,000.00
3	Launch Ramp	Slope Repair at Zola's (Lane #1)	50LF	\$	12,000.00		
4	Launch Ramp	Parking Lot Sealcoating Main Roadway Areas	16,500SF	\$	8,250.00		
5	Boardwalk	Sealcoat Asphalt	15,000SF	\$	7,500.00	\$	7,500.00
6	Boardwalk	Repair North Boardwalk Slope	150LF	\$	25,000.00		
7	Boardwalk	Repair Electrical System on North Section	1	\$	5,000.00		
8	Boardwalk	Install Drains Infront of Bell & Whistle	1	\$	1,500.00	\$	1,500.00
9	Retail Area	Pave Open Areas	1,600SF	\$	6,400.00		-
10	Retail Area	Replace Roofing on 1 Building	6,100SF	\$	50,000.00		
11	Basin 1	Power Infrastructure to D-Dock & 4 Electrical Pedestals	300LF	\$	25,000.00	\$	25,000.00
12	Retail Parking Lot	Replace Catch Basin	1	\$	8,000.00		
13	Retail Parking Lot	Raise Asphalt for Drainage at Corner Market	2,100SF	\$	8,400.00		
14	Port Shop Parking	Paving	24,500SF	\$	98,000.00		
15	Port Parking	Paving	32,500SF	\$	130,000.00		
16	Boat Storage Area	Paving	18,500SF	\$	74,000.00		
17	Gear Stroage Area	Paving	16,000SF	\$	64,000.00		
18	Security Cameras	Commercial Dock Areas	10	\$	20,000.00		
19	OWS	Gear Storage Drainage from Green Building Area	1	\$	40,000.00	\$	32,000.00
20	Parking Plan	Catalyst / Wine Tasting Area along LHR (400LF)	3,500SF	\$	10,000.00		,
21	Basin 2 Parking	Commercial Eastside - Asphalt Overlay & Curbs (2,000LF)	62,000SF	\$	248,000.00		
22	Basin 2 Fence	4' Chain-link Fence East & West Sides	1,500LF	\$	15,000.00		
23	Boat Yard	Boat Yard Shop Buildings	2	\$	150,000.00	\$	75,000.00
24	Boat Yard	Big Top Shelter for Travel Lift	1	\$	45,000.00		-
25	RV Park	Storm Drains for Main Road	3	\$	15,000.00		
26	RV Park	Main Road A/C 2" Overlay	38,000SF	\$	152,000.00	\$	30,000.00
27	RV Park	Replace Fence along Boat Basin Road	1,750LF	\$	50,000.00		-
28	RV Park	Cabins	4	\$	50,000.00		
29	Kite Field	Parking Lot Sealcoating / Overlay	60,000SF	\$	30,000.00		
30	Kite Field	Storm Drains	4	\$	10,000.00		
31	Public Fishing Pier	Asphalt Overlay Walking Area	2,100SF	\$	8,400.00		
	Public Fishing Pier	Extend Parking Lot	1,800SF	\$	12,000.00		
33	Fuel Dock	Reapir / Repalce 4" & 6" Waterline Valves (Backflows?)	4	\$	10,000.00		
34	Port Shop	1/2 Ton Truck	1	\$	30,000.00		
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Total \$ 1,458,450.00 \$ 196,000.00

