

**PORT OF BROOKINGS HARBOR**  
**Budget Hearing & Regular Commission Meeting**  
**Wednesday, June 21, 2023 at 2:00pm**  
**Teleconference / Meeting Room**  
**16350 Lower Harbor Road Suite 202, Harbor OR, 97415**

<b>Teleconference Call-In Number: 1 (253) 215-8782</b> <b>Meeting ID: 771 205 4017</b>	<b>Passcode: 76242023</b>	<b>(to mute/unmute: * 6)</b>
---	---------------------------	------------------------------

**TENTATIVE AGENDA**

<b><u>BUDGET HEARING - FISCAL YEAR 2023-24 (ORS 294.430)</u></b>	<b>PAGE</b>
<b>1. PLEDGE OF ALLEGIANCE</b>	
<b>2. CALL TO ORDER</b>	
<b>3. PUBLIC COMMENT (3-minute limit per person)</b>	
<b>4. ACTION ITEM A</b>	
a. Resolution 2023-05, Adopting the 2023-2024 Fiscal Year Budget, Making Appropriations, and Levying and Categorizing the Tax.....	2
<b>5. ADJOURNMENT FROM BUDGET HEARING</b>	

**REGULAR COMMISSION MEETING**

<b>1. CALL MEETING TO ORDER</b>	
<ul style="list-style-type: none"> <li>• Pledge of Allegiance</li> <li>• Roll Call</li> <li>• Modifications, Additions, and Changes to the Agenda</li> <li>• Declaration of Potential Conflicts of Interest</li> </ul>	
<b>2. APPROVAL OF AGENDA</b>	
<b>3. APPROVAL OF MEETING MINUTES</b>	
A. Approve Minutes of Budget Committee Meeting Wednesday, May 10, 2023.....	27
B. Approve Minutes of Regular Commissioner Meeting Wednesday May 17, 2023.....	29
<b>4. PUBLIC COMMENTS – 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.</b>	
<b>5. MANAGEMENT &amp; FINANCIAL REPORTS / APPROVAL.....</b>	<b>32</b>
<b>6. ACTION ITEMS</b>	
A. Chetco Dustless Blasting Lease Agreement.....	69
B. El Cazadores Purchase Sale Agreement.....	94
C. Brookings Real Estate (Augustino Estate & Vineyard) Letter of Intent.....	120

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

**PORT OF BROOKINGS HARBOR**  
**Budget Hearing & Regular Commission Meeting**  
**Wednesday, June 21, 2023 at 2:00pm**  
**Teleconference / Meeting Room**  
**16350 Lower Harbor Road Suite 202, Harbor OR, 97415**

D. Resolution 2023-06 – Amending Public Contracting Rules.....126  
E. Billeter Marine Contract for Boat Yard Dredging (Part of FEMA).....148  
F. Workers Compensation Insurance SAIF.....160  
G. Lloyd Whaley Memorial Bench.....171  
H. FEMA Schedule and Equipment to Procurement.....175  
I. Delinquent Account Write Off Request.....183

**7. INFORMATION ITEMS**

A. RV Park Project.....186

**8. EXECUTIVE SESSION per ORS 192.660 (2)(a).....192**

**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.**

**9. COMMISSIONER COMMENTS**

**10. NEXT REGULAR MEETING DATE – Wednesday July 19, 2023, at 2:00pm**

**11. ADJOURNMENT**

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

# Budget Hearing Packet

**RESOLUTION No. 2023-05**  
**RESOLUTION ADOPTING THE BUDGET**

BE IT RESOLVED that the Board of Directors of the Port of Brookings Harbor hereby adopts the budget for fiscal year 2023-24 in the total amount \$ 12,753,609 and the budget is now on file at 16330 Lower Harbor Road in Brookings, OR.

**RESOLUTION MAKING APPROPRIATIONS**

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2023, for the following purposes:

**General Fund**

**Port Operations**

Personnel Services ..... \$ 905,864  
 Materials & Services..... \$ 2,039,945  
 Capital Outlay..... \$ -

**Total Port Operations..... \$ 2,945,809**

**Not Allocated to General Port Operating Fund**

Transfers Out..... \$ 658,051  
 Contingency..... \$ 255,382  
 Subtotal..... \$ 913,433

**Total General Fund Appropriations \$ 3,859,242**

**Capital Projects Fund**

Capital Outlay..... **\$ 7,535,304**

**Port Construction Fund**

Capital Outlay..... **\$ 50,000**

**Reserve Fund**

Capital Outlay **\$ 476,236**

**Debt Service Fund**

**Debt Service**

Principal 484,757  
 Interest 1,455

**Total Debt Service..... \$ 486,213**

**USDA Revenue Bond Fund**

**Debt Service**

Principal..... 88,110  
 Interest..... 42,010

**Total Debt Service..... \$ 130,120**

**RV Park Improvement Debt Service Fund**

**Debt Service**

Principal 41,085  
 Interest 16,633

**Total Debt Service..... \$ 57,718**

**Total APPROPRIATIONS, All Funds . . . \$ 12,594,833**

**Total Unappropriated and Reserve Amounts, All Funds . . . \$ 158,776**

**TOTAL ADOPTED BUDGET . . . \$ 12,753,609**

**RESOLUTION IMPOSING THE TAX**

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the district for tax year 2023-24: In the amount at the rate of \$0.1316 per \$1000 of assessed value for permanent rate tax;

**RESOLUTION CATEGORIZING THE TAX**

BE IT RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

**Subject to the General Government Limitation**

Permanent Rate Tax.....\$ 0.1316/\$1,000

**Excluded from Limitation**

APPROVED BY THE BUDGET COMMITTEE on May 10, 2023  
 and ADOPTED BY THE BOARD OF COMMISSIONERS on June 21, 2023

ATTEST:

X \_\_\_\_\_  
 Richard Heap, President

X \_\_\_\_\_  
 Sharon Hartung, Secretary/Treasurer

**Budget Overview**  
**Total Resources and Requirements per Fund**

<b>General Fund Departments</b>	<b>Resources</b>	<b>Requirements</b>
Cash Remaining from Previous Year	402,242	-
Taxes	280,000	-
Interest	2,000	-
Administration / Marina / Moorage & Storage	750,000	844,358
Beachfront RV Park	750,000	507,536
Commercial / Retail Leases	590,000	441,006
Fuel Dock	1,000,000	1,152,910
Landing Fees	50,000	-
Sales of Assets	10,000	-
Miscellaneous	50,000	-
Grants & Other Funding (S.L.F.R.F)	-	-
Transfers	-	658,051
Contingency	-	255,382
Unappropriated Ending Fund Balance	-	25,000
<b>General Fund Totals</b>	<b>3,884,242</b>	<b>3,884,242</b>
<b>Revenue Bond Debt Service - USDA Fund</b>	<b>Resources</b>	<b>Requirements</b>
Cash Remaining from Previous Year	103,660	-
Interest	800	-
Transfers from General Fund	130,120	-
Total Appropriations	-	130,120
Unappropriated Ending Fund Balance	-	104,460
<b>Revenue Bond Debt Service - USDA Totals</b>	<b>234,580</b>	<b>234,580</b>
<b>Debt Service Fund</b>	<b>Resources</b>	<b>Requirements</b>
Cash Remaining from Previous Year	23,700	-
Interest	616	-
Transfers from General Fund	346,213	-
Transferred IN from Reserve Fund (Land Sale)	140,000	-
Genie 2018 Forklift	-	17,577
50 BFMII Travel Lift	-	18,636
IFA Loans	-	310,000
Assests from Land Sale to Pay IFA Debt	-	140,000
Unappropriated Ending Fund Balance	-	24,316
<b>Debt Service Fund Totals</b>	<b>510,529</b>	<b>510,529</b>
<b>RV Park Improvement Debt Service Fund</b>	<b>Resources</b>	<b>Requirements</b>
Transfers from General Fund	57,718	-
RV Park Restoration & Upgrade	-	57,718
<b>RV Park Improvement Debt Service Fund Totals</b>	<b>57,718</b>	<b>57,718</b>
<b>All Debt Total</b>	<b>802,827</b>	<b>802,827</b>
<b>Capital Projects Fund</b>	<b>Resources</b>	<b>Requirements</b>
Cash Remaining from Previous Year	2,500	-
FEMA - Dredging	1,835,304	1,835,304
WWTP - Fish Processing	3,500,000	3,500,000
Hazard Mitigation - Paving and Storm Drains	1,200,000	1,200,000
Business Oregon - Matching Funds FEMA PW162 (Dredging)	500,000	500,000
Business Oregon - Matching Funds FEMA (HMGP)	500,000	500,000
Unappropriated Ending Fund Balance	-	2,500
<b>Capital Projects Fund Totals</b>	<b>7,537,804</b>	<b>7,537,804</b>
<b>Port Construction Fund</b>	<b>Resources</b>	<b>Requirements</b>
Cash Remaining from Previous Year	2,500	-
Interest	-	-
S.L.F.R.F	50,000	50,000
Unappropriated Ending Fund Balance	-	2,500
<b>Port Construction Fund Totals</b>	<b>52,500</b>	<b>52,500</b>
<b>Reserve Fund</b>	<b>Resources</b>	<b>Requirements</b>
Cash Remaining from Previous Year	400,236	-
Interest	2,000	-
Transfers from General Fund	24,000	-
Transfers from General Fund/Landing Fees	50,000	-
Reserve for Future Expenditures	-	476,236
Unappropriated Ending Fund Balance	-	-
<b>Reserve Fund Totals</b>	<b>476,236</b>	<b>476,236</b>
<b>Total Port of Brookings Harbor for Fiscal Year 2023-24 Budget</b>		<b>12,753,609</b>



# Port of Brookings Harbor Budget FY 2023-24

## Table of Contents

### GENERAL FUND

Resources	1
Requirements Summary by Fund, Organizational Unit or Program	2
Requirements Summary Not Allocated to an Organizational Unit or Program	3

### REVENUE BOND DEBT SERVICE FUND - USDA

Resources and Requirements	4
----------------------------	---

### DEBT SERVICE FUND

Resources and Requirements	5
----------------------------	---

### RV PARK IMPROVEMENT DEBT SERVICE FUND

Resources and Requirements	6
----------------------------	---

### CAPITAL PROJECTS FUND

Resources and Requirements	7
----------------------------	---

### PORT CONSTRUCTION FUND

Resources and Requirements	8
----------------------------	---

### RESERVE FUND

Resources and Requirements	9
----------------------------	---

6

**RESOURCES  
GENERAL FUND**

Port of Brookings Harbor

	Historical Data			RESOURCE DESCRIPTION	Budget for Next Year 2023-24			
	Actual		Adopted Budget This Year Year 2022/23		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	First Preceding Year 2020/21	First Preceding Year 2021/22						
1	243,690	429,346	490,000	1	Cash Carryover	352,242	402,242	1
2	10,227	10,232	10,000	2	Previously levied taxes estimated to be received	10,000	10,000	2
3	2,021	2,245	2,000	3	Interest	2,000	2,000	3
4				4	Interfund Transfer from Capital Projects	-	-	4
5				5	<b>OTHER RESOURCES</b>	-	-	5
6	809,233	775,757	842,000	6	Administration/Marina/Moorage & Storage	750,000	750,000	6
7	863,921	757,536	800,000	7	Beachfront RV Park	750,000	750,000	7
8	549,110	566,280	635,000	8	Commercial Retail	590,000	590,000	8
9	534,500	1,011,876	1,050,000	9	Fuel Dock	1,000,000	1,000,000	9
10		-		10	Landing Fees	50,000	50,000	10
11				11			-	11
12	1,475	18,520	10,000	12	Asset Sales	10,000	10,000	12
13	32,987	113,637	66,000	13	Miscellaneous	50,000	50,000	13
14	700,000			14	Long Term Debt Borrowings	-	-	14
15	104,786	10,000	123,119	15	Grants & Other Funding	50,000	-	15
16				16			-	16
17				17			-	17
18				18			-	18
19				19			-	19
20				20			-	20
21	3,851,950	3,695,428	4,028,119	21	Total resources, except taxes to be levied	3,614,242	3,614,242	-
22			250,000	22	Taxes estimated to be received	270,000	270,000	22
23	245,690	256,624		23	Taxes collected in year levied			23
24	4,097,640	3,952,053	4,278,119	24	<b>TOTAL RESOURCES</b>	<b>3,884,242</b>	<b>3,884,242</b>	-

FORM  
LB-30

**REQUIREMENTS SUMMARY**  
Allocated to a Program & Activity  
**GENERAL FUND**

Port of Brookings Harbor

	Historical Data			REQUIREMENT TOTALS	Budget for Next Year 2023-24				
	Actual		Adopted Budget This Year Year 2022/23		Proposed By Budget Officer	Approved By Budget	Adopted By Governing Body		
	First Preceding Year 2020/21	First Preceding Year 2021/22							
<b>PERSONNEL SERVICES</b>									
1	83,858		-	1	Salary Port Manager	-	-	-	1
2	106,565	259,902	289,000	2	Office Staff	270,475	292,398	-	2
3	-	-	-	3	RV Park Office Staff	-	-	-	3
4	280,098	241,386	267,800	4	Operations Staff	271,653	271,653	-	4
5	6,080	5,256	8,000	5	Overtime	11,475	11,475	-	5
6	155,824	169,353	193,300	6	Costs & Benefits	185,338	185,338	-	6
7	7,533	14,548	22,000	7	Workers Comp	15,000	15,000	-	7
8	83,756	101,738	106,600	8	Health Care & Dental	130,000	130,000	-	8
9	723,714	792,183	886,700	9	<b>TOTAL PERSONNEL SERVICES</b>	<b>883,941</b>	<b>905,864</b>	-	<b>9</b>
10	9	9	11	10	<b>TOTAL FULL-TIME EQUIVALENT (FTE)</b>	<b>12.0</b>	<b>13.0</b>	<b>0.00</b>	<b>10</b>
<b>MATERIALS AND SERVICES</b>									
11	4,397	5,408	5,624	11	Advertising & Notifications	5,476	5,476	-	11
12	432,923	330,817	635,490	12	Repairs and Maintenance	390,000	368,077	-	12
13	449,504	950,056	924,000	13	Fuel Purchased for resale	800,000	800,000	-	13
14	268,884	292,988	379,164	14	Utilities	310,000	310,000	-	14
15	41,755	32,711	51,032	15	Office Expense	41,000	41,000	-	15
16	52,109	58,217	64,134	16	Bank Services & Finance Fees	60,000	60,000	-	16
17	1,086	5,863	8,453	17	Travel & Training	10,000	10,000	-	17
18	7,724	55,699	46,089	18	Permit, Licenses, Taxes, Misc.	80,392	80,392	-	18
19	101,099	121,205	126,314	19	Insurance - Property, Liability & Bond	130,000	130,000	-	19
20	91,515	113,391	175,000	20	Professional Fees	235,000	235,000	-	20
21	1,450,996	1,966,355	2,415,300	21	<b>TOTAL MATERIALS AND SERVICES</b>	<b>2,061,868</b>	<b>2,039,945</b>	-	<b>21</b>
<b>CAPITAL OUTLAY</b>									
22	5,992	52,237	25,000	22	Land Improvements	-	-	-	22
23	-	-	-	23	Buildings	-	-	-	23
24	55,378	79,571	-	24	Equipment & Vehicle/s	-	-	-	24
25	61,370	131,808	25,000	25	<b>TOTAL CAPITAL OUTLAY</b>	<b>-</b>	<b>-</b>	-	<b>25</b>
26	2,236,080	2,890,346	3,327,000	26	<b>TOTAL ALLOCATED REQUIREMENTS</b>	<b>2,945,809</b>	<b>2,945,809</b>	-	<b>26</b>
REQUIREMENTS FOR OTHER ORG. UNITS OR PROGRAMS									
27				27	<b>GENERAL FUND per Department Totals</b>				27
28	1,449,803	1,235,814	1,066,000	28	Administration/Marina/Moorage & Storage	844,358	844,358	-	28
29	210,211	318,510	515,000	29	Beachfront RV Park	507,536	507,536	-	29
30	84,144	239,863	514,000	30	Commercial Retail	441,006	441,006	-	30
31	491,922	1,096,159	1,232,000	31	Fuel Dock	1,152,910	1,152,910	-	31
32	2,236,080	2,890,346	3,327,000	32	<b>TOTAL ALLOCATED REQUIREMENTS</b>	<b>2,945,809</b>	<b>2,945,809</b>	-	<b>32</b>

88



FORM  
LB-30

**REQUIREMENTS SUMMARY**  
Not Allocated to a Program & Activity  
**GENERAL FUND**

Port of Brookings Harbor

	Historical Data			REQUIREMENTS DESCRIPTION	Budget for Next Year 2023-24			
	Actual		Adopted Budget This Year Year 2022/23		Proposed By Budget Officer	Approved By Budget	Adopted By Governing Body	
	First Preceding Year 2020/21	First Preceding Year 2021/22						
				PERSONNEL SERVICES NOT ALLOCATED				
1			1					1
2			2					2
3	-	-	-	3 TOTAL PERSONNEL SERVICES	-	-		3
4			4	4 TOTAL FULL-TIME EQUIVALENT (FTE)				4
				MATERIALS AND SERVICES NOT ALLOCATED				
5			5					5
6			6					6
7	-	-	-	7 TOTAL MATERIALS AND SERVICES	-	-		7
				CAPITAL OUTLAY NOT ALLOCATED				
8			8					8
9	-	-	-	9 TOTAL CAPITAL OUTLAY	-	-		9
				DEBT SERVICE				
10			10					10
11	-	-	-	11 TOTAL DEBT SERVICE	-	-		11
				SPECIAL PAYMENTS				
12			12					12
13			13					13
14	-	-	-	14 TOTAL SPECIAL PAYMENTS	-	-		14
				INTERFUND TRANSFERS				
15	130,116	130,116	130,120	15 Transfer to Bond Debt Service Fund	130,120	130,120		15
16	364,681	398,321	391,484	16 Transfer to Debt Service Fund	346,213	346,213		16
17	52,908	57,718	57,720	17 Transfer to RV Park Improvement Debt Service Fund	57,718	57,718		17
18	73,095	-	103,119	18 Transfer to Capital Projects Fund	-	-		18
19	684,000	100,000	-	19 Transfer to Port Construction Fund	50,000	50,000		19
20	24,295	27,704	26,000	20 Transfer to Reserve Fund	74,000	74,000		20
21	1,329,095	713,859	708,443	21 TOTAL INTERFUND TRANSFERS	658,051	658,051	-	21
22			217,676	22 OPERATING CONTINGENCY	255,382	255,382		22
23	1,329,095	713,859	926,119	23 TOTAL REQUIREMENTS NOT ALLOCATED	913,433	913,433	-	23
24	2,236,080	2,890,346	3,327,000	24 TOTAL ORG./PROG. REQUIREMENTS	2,945,809	2,945,809	-	24
25	3,565,175	3,604,205	4,253,119	25 Total Appropriations	3,859,242	3,859,242	-	25
26	532,465	347,847	25,000	26 UNAPPROPRIATED ENDING FUND BALANCE	25,000	25,000		26
27	4,097,640	3,952,052	4,278,119	27 TOTAL REQUIREMENTS	3,884,242	3,884,242	-	27

6

FORM  
LB-35

**RESOURCES AND REQUIREMENTS**  
**REVENUE BOND DEBT SERVICE FUND - USDA**

*Bond Debt Payments are for:*

- Revenue Bonds or  
 General Obligation Bonds

Port of Brookings Harbor

Historical Data			RESOURCES AND REQUIREMENTS			Budget for Next Year 2023-24		
Actual		Adopted Budget This Year Year 2022/23				Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
First Preceding Year 2020/21	First Preceding Year 2021/22							
			<b>Resources</b>					
1	101,658	102,352	102,820	1	Cash Carry Over	103,660	103,660	1
2	698	494	840	2	Interest	800	800	2
3	130,116	130,116	130,120	3	Transferred from General Fund	130,120	130,120	3
<b>4</b>	<b>232,472</b>	<b>232,962</b>	<b>233,780</b>	<b>4</b>	<b>TOTAL RESOURCES</b>	<b>234,580</b>	<b>234,580</b>	<b>- 4</b>
			<b>Requirements</b>					
			<b>Bond Principal Payments</b>					
			Issue Date	Budgeted Payment Date				
5	76,091	79,895	83,913	5	November 6, 2000	88,110	88,110	5
6				6				6
<b>7</b>	<b>76,091</b>	<b>79,895</b>	<b>83,913</b>	<b>7</b>	<b>TOTAL PRINCIPAL</b>	<b>88,110</b>	<b>88,110</b>	<b>- 7</b>
			<b>Bond Interest Payments</b>					
			Issue Date	Budgeted Payment Date				
8	54,029	50,225	46,207	8	November 6, 2000	42,010	42,010	8
9				9				9
<b>10</b>	<b>54,029</b>	<b>50,225</b>	<b>46,207</b>	<b>10</b>	<b>TOTAL INTEREST</b>	<b>42,010</b>	<b>42,010</b>	<b>- 10</b>
			Unappropriated Balance for Following Year By					
			Issue Date	Payment Date				
11				11				11
12	130,120	130,120	130,120	12	<b>Total Appropriations</b>	<b>130,120</b>	<b>130,120</b>	<b>- 12</b>
13	102,352	102,842	103,660	13	<b>UNAPPROPRIATED ENDING FUND BALANCE</b>	<b>104,460</b>	<b>104,460</b>	<b>13</b>
<b>14</b>	<b>232,472</b>	<b>232,962</b>	<b>233,780</b>	<b>14</b>	<b>TOTAL REQUIREMENTS</b>	<b>234,580</b>	<b>234,580</b>	<b>- 14</b>

\*If this form is used for revenue bonds, property tax resources may not be included.

01

FORM  
LB-35

**RESOURCES AND REQUIREMENTS**  
**DEBT SERVICE FUND**

*Debt Payments are for:*

- Revenue Bonds or
- General Obligation Bonds

Port of Brookings Harbor

	Historical Data			RESOURCES AND REQUIREMENTS		Budget for Next Year 2023-24			
	Actual		Adopted Budget This Year Year 2022/23			Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	First Preceding Year 2020/21	First Preceding Year 2021/22							
				<b>Resources</b>					
1	94,694	22,759	23,100	1	Cash Carryover	23,700	23,700	1	
2	549	316	616	2	Interest	616	616	2	
3	364,681	398,321	391,484	3	Transferred IN from General Fund	346,213	346,213	3	
4				4	Transferred IN from Reserve Fund	140,000	140,000	4	
5	459,924	421,395	415,200	5	<b>TOTAL RESOURCES</b>	<b>510,529</b>	<b>510,529</b>	- 5	
					<b>Requirements</b>				
					<b>Principal Payments</b>				
					Issue Date	Budgeted Payment Date			
6	13,616	14,468	15,374	6	Genie 2018 Forklift	Monthly on the 15th	16,333	16,333	6
7	47,677	50,397	53,293	7	50 BFMII Travelift Lease	Monthly on the 22nd	18,424	18,424	7
8	360,512	324,816	318,000	8	IFA Loans	Quarterly	310,000	310,000	8
9				9	Assests from Land Sale to Pay IFA Debt		140,000	140,000	9
10	421,805	389,680	386,667	10	<b>TOTAL PRINCIPAL</b>		<b>484,757</b>	<b>484,757</b>	- 10
					<b>Interest Payments</b>				
					Issue Date	Budgeted Payment Date			
11	3,961	3,109	2,210	11	Genie 2018 Forklift	Monthly on the 15th	1,243.58	1,243.58	11
12	8,231	5,511	2,623	12	50 BFMII Travelift Lease	Monthly on the 22nd	211.64	211.64	12
13	3,168			13	IFA Loans	Quarterly			13
14	15,360	8,620	4,833	14	<b>TOTAL INTEREST</b>		<b>1,455.22</b>	<b>1,455.22</b>	- 14
					Unappropriated Balance for Following Year By				
					Issue Date	Payment Date			
15	437,165	398,301	391,500	15	<b>Total Appropriations</b>		486,213	486,213	- 15
16	22,759	23,094	23,700	16	<b>UNAPPROPRIATED ENDING FUND BALANCE</b>		24,316	24,316	16
17	459,924	421,395	415,200	17	<b>TOTAL REQUIREMENTS</b>		<b>510,529</b>	<b>510,529</b>	- 17

**RESOURCES AND REQUIREMENTS**  
**RV PARK IMPROVEMENT DEBT SERVICE FUND**

*Debt Payments are for:*

- Revenue Bonds or  
 General Obligation Bonds

Port of Brookings Harbor

		Historical Data				Budget for Next Year 2023-24			
		Actual		Adopted Budget					
		First Preceding Year 2020/21	First Preceding Year 2021/22	This Year Year 2022/23					
						Proposed By Budget Officer	Approved By Budget	Adopted By Governing Body	
<b>RESOURCES AND REQUIREMENTS</b>									
<b>Resources</b>									
1				-	1	Cash Carryover	-	-	-
2				-	2	Interest	-	-	-
3	52,908	57,718	57,720		3	Transferred IN from General Fund	57,718	57,718	3
4					4			-	4
5	52,908	57,718	57,720		5	<b>TOTAL RESOURCES</b>	57,718	57,718	- 5
<b>Requirements</b>									
<b>Principal Payments</b>									
					Issue Date		Budgeted Payment Date		
6					6	July 15, 2020	Monthly on the 15th		6
7	34,538	38,750	39,900		7	RV Park Restoration & Upgrade / Umpqua Bank/OR FFC Agreement 2020	41,085	41,085	7
8	34,538	38,750	39,900		8	<b>TOTAL PRINCIPAL</b>	41,085	41,085	- 8
<b>Interest Payments</b>									
					Issue Date		Budgeted Payment Date		
9					9	July 15, 2020	Monthly on the 15th		9
10	18,370	18,969	17,820		10	RV Park Restoration & Upgrade / Umpqua Bank/OR FFC Agreement 2020	16,633	16,633	10
11	18,370	18,969	17,820		11	<b>TOTAL INTEREST</b>	16,633	16,633	- 11
Unappropriated Balance for Following Year By									
					Issue Date		Payment Date		
12					12				12
13	52,908	57,718	57,720		13	<b>Total Appropriations</b>	57,718	57,718	- 13
14					14	<b>UNAPPROPRIATED ENDING FUND BALANCE</b>			14
15	52,908	57,718	57,720		15	<b>TOTAL REQUIREMENTS</b>	57,718	57,718	- 15

12

RESOURCES AND REQUIREMENTS

CAPITAL PROJECTS FUND

Port of Brookings Harbor

	Historical Data			RESOURCES AND REQUIREMENTS	Budget for Next Year 2023-24				
	Actual		Adopted Budget This Year Year 2022/23		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
	First Preceding Year 2020/21	First Preceding Year 2021/22							
				RESOURCES					
1	2,500	40,431	(100,619)	1	Cash Carryover	2,500	2,500		1
2				2	Interest		-		2
3	73,095		103,119	3	Interfund Transfer from General Funds		-		3
4			934,000	4	FEMA DR-4432-OR and DR-4452-OR - State Matching Funds		-		4
5	585,846			5	State Lottery Funds - C2019375 Dock Repair & Improvement		-		5
6	90,000		2,646,000	6	FEMA - Dredging	1,835,304	1,835,304		6
7				7	WWTP - Fish Processing	3,500,000	3,500,000		7
8				8	Hazard Mitigation - Paving and Storm Drains	1,200,000	1,200,000		8
9				9	Business Oregon - Matching Funds FEMA PW162 (Dredging)	500,000	500,000		9
10				10	Business Oregon - Matching Funds FEMA (HMGP)	500,000	500,000		10
11	751,441	40,431	3,582,500	11	<b>TOTAL RESOURCES</b>	<b>7,537,804</b>	<b>7,537,804</b>	-	11
					REQUIREMENTS				
12	711,010			12	State Lottery Funds - C2019375 Dock Repair & Improv	-	-		12
13		103,119	3,580,000	13	FEMA - Dredging	1,835,304	1,835,304		13
14				14	WWTP - Fish Processing	3,500,000	3,500,000		14
15		37,931		15	Hazard Mitigation - Paving and Storm Drains	1,200,000	1,200,000		15
16				16	Business Oregon - Matching Funds FEMA PW162 (Dredging)	500,000	500,000		16
17				17	Business Oregon - Matching Funds FEMA (HMGP)	500,000	500,000		17
18			-	18	Interfund Transfer from Capital Projects (Due to/From)		-		18
19	711,010	141,050	3,580,000	19	<b>Total Appropriations</b>	<b>7,535,304</b>	<b>7,535,304</b>	-	19
20	40,431	(100,619)	2,500	20	<b>UNAPPROPRIATED ENDING FUND BALANCE</b>	<b>2,500</b>	<b>2,500</b>		20
21	751,441	40,431	3,582,500	21	<b>TOTAL REQUIREMENTS</b>	<b>7,537,804</b>	<b>7,537,804</b>	-	21

13

RESOURCES AND REQUIREMENTS

PORT CONSTRUCTION FUND

Port of Brookings Harbor

	Historical Data			RESOURCES AND REQUIREMENTS		Budget for Next Year 2023-24			
	Actual		Adopted Budget This Year Year 2022/23			Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	First Preceding Year 2020/21	First Preceding Year 2021/22							
				RESOURCES					
1	-	569,449	572,000	1	Cash Carryover	2,500	2,500		1
2	4,699	3,274	1,170	2	Interest		-		2
3	684,000	100,000		3	Interfund Transfer from General Funds	50,000	50,000		3
4		-		4			-		4
5	688,699	672,723	573,170	5	<b>TOTAL RESOURCES</b>	<b>52,500</b>	<b>52,500</b>	-	<b>5</b>
				REQUIREMENTS					
6	119,250	98,704	573,170	6	RV Park Restoration & Upgrade	-	-		6
7				7	S.L.F.R.F	50,000	50,000		7
8				8			-		8
9				9			-		9
10	119,250	98,704	573,170	10	<b>Total Appropriations</b>	<b>50,000</b>	<b>50,000</b>	-	<b>10</b>
11	569,449	574,019		11	<b>UNAPPROPRIATED ENDING FUND BALANCE</b>	2,500	2,500		11
12	688,699	672,723	573,170	12	<b>TOTAL REQUIREMENTS</b>	<b>52,500</b>	<b>52,500</b>	-	<b>12</b>

H

**FORM**

**LB-11**

Resolution #307 established this fund in 1998 for dock maintenance, future dock replacements, equipment, land and buildings.

**RESOURCES AND REQUIREMENTS**

**RESERVE FUND**

Port of Brookings Harbor

	Historical Data			<b>RESOURCES AND REQUIREMENTS</b>	Budget for Next Year 2023-24				
	Actual		Adopted Budget This Year Year 2022/23		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
	First Preceding Year 2020/21	First Preceding Year 2021/22							
				<b>RESOURCES</b>					
1	161,270	186,939	215,700	1	Cash Carryover	226,000	400,236		1
2	1,374	1,157	1,500	2	Interest	2,000	2,000		2
3	24,295	27,704	26,000	3	Transferred IN from General Fund	24,000	24,000		3
4			-	4	Transferred IN from General Fund/Landing Fees	50,000	50,000		4
5				5					5
6	<b>186,939</b>	<b>215,800</b>	<b>243,200</b>	6	<b>TOTAL RESOURCES</b>	<b>302,000</b>	<b>476,236</b>	-	<b>6</b>
				<b>REQUIREMENTS</b>					
7				7	Transferred OUT to General Fund				7
8				8	Transferred OUT to Capital Projects Fund				8
9				9					9
10				10					10
11		215,800	243,200	11	<b>Reserved for Future Expenditures</b>	302,000	476,236		11
12	-	<b>215,800</b>	<b>243,200</b>	12	<b>Total Appropriations</b>	<b>302,000</b>	<b>476,236</b>	-	12
13	186,939			13	UNAPPROPRIATED ENDING FUND BALANCE				13
14	<b>186,939</b>	<b>215,800</b>	<b>243,200</b>	14	<b>TOTAL REQUIREMENTS</b>	<b>302,000</b>	<b>476,236</b>	-	<b>14</b>

5

# Port of Brookings Harbor Budget FY 2023-24

## SCHEDULES

### Table of Contents

#### SCHEDULE A - REQUIREMENTS FOR: General Fund by Department

<b>General Fund Totals</b>	1
Beachfront RV Park	2
Commercial Retail	3
Fuel Dock	4
Property Ground Use	5

#### SCHEDULE B - Debt Service Fund Detail Amortization Schedules

Umpqua Bank and m2Lease	6
Umpqua Bank, IFA/Business Oregon and Revenue Bond	7



**REQUIREMENTS SUMMARY  
BY FUND, ORGANIZATIONAL UNIT OR PROGRAM  
GENERAL FUND DEPARTMENT TOTALS**

	Historical Data			REQUIREMENT TOTALS	Budget for Next Year 2023-24				
	Actual		Adopted Budget This Year Year 2022/23		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
	First Preceding Year 2020/21	First Preceding Year 2021/22							
<b>PERSONNEL SERVICES</b>									
1	83,858	-	-	1	Port Manager	-	-	-	1
2	106,565	259,902	289,000	2	Office Staff	270,475	292,398	-	2
3	-	-	-	3	RV Park Office Staff	-	-	-	3
4	280,098	241,386	267,800	4	Operations Staff	271,653	271,653	-	4
5	6,080	5,256	8,000	5	Overtime	11,475	11,475	-	5
6	155,824	169,353	193,300	6	Costs & Benefits	185,338	185,338	-	6
7	7,533	14,548	22,000	7	Workers Comp	15,000	15,000	-	7
8	83,756	101,738	106,600	8	Health Care & Dental	130,000	130,000	-	8
9	723,714	792,183	886,700	9	<b>TOTAL PERSONNEL SERVICES</b>	<b>883,941</b>	<b>905,864</b>	-	9
10	9	9	12	10	<b>TOTAL FULL-TIME EQUIVALENT (FTE)</b>	12			10
<b>MATERIALS AND SERVICES</b>									
11	4,397	5,408	5,624	11	Advertising & Notifications	5,476	5,476	-	11
12	432,923	330,817	635,490	12	Repairs and Maintenance	390,000	368,077	-	12
13	449,504	950,056	924,000	13	Fuel Purchased for resale	800,000	800,000	-	13
14	268,884	292,988	379,164	14	Utilities	310,000	310,000	-	14
15	41,755	32,711	51,032	15	Office Expense	41,000	41,000	-	15
16	52,109	58,217	64,134	16	Bank Services & Finance Fees	60,000	60,000	-	16
17	1,086	5,863	8,453	17	Travel & Training	10,000	10,000	-	17
18	7,724	55,699	46,089	18	Permit, Licenses, Taxes, Misc.	80,392	80,392	-	18
19	101,099	121,205	126,314	19	Insurance - Property, Liability & Bond	130,000	130,000	-	19
20	91,515	113,391	175,000	20	Professional Fees	235,000	235,000	-	20
21	1,450,996	1,966,355	2,415,300	21	<b>TOTAL MATERIALS AND SERVICES</b>	<b>2,061,868</b>	<b>2,039,945</b>	-	21
<b>CAPITAL OUTLAY</b>									
22	5,992	52,237	25,000	22	Land Improvements				22
23	-	-	-	23	Buildings	-	-	-	23
24	55,378	79,571	-	24	Equipment & Vehicle/s	-	-	-	24
25	61,370	131,808	25,000	25	<b>TOTAL CAPITAL OUTLAY</b>	-	-	-	25
26	2,236,080	2,890,346	3,327,000	26	<b>TOTAL ALLOCATED REQUIREMENTS</b>	<b>2,945,809</b>	<b>2,945,809</b>	-	26
<b>REQUIREMENTS FOR OTHER ORG. UNITS OR PROGRAMS</b>									
27				27	<b>GENERAL FUND per Department Totals</b>				27
28	1,449,803	1,235,814	1,066,000	28	Administration/Marina/Moorage & Storage	844,358	844,358	-	28
29	210,211	318,510	515,000	29	Beachfront RV Park	507,536	507,536	-	29
30	84,144	239,863	514,000	30	Commercial Retail	441,006	441,006	-	30
31	491,922	1,096,159	1,232,000	31	Fuel Dock	1,152,910	1,152,910	-	31
32	2,236,080	2,890,346	3,327,000	32	<b>TOTAL ALLOCATED REQUIREMENTS</b>	<b>2,945,809</b>	<b>2,945,809</b>	-	32

17

**Schedule A**  
**GENERAL FUND BY DEPARTMENT**

**REQUIREMENTS FOR: BEACHFRONT RV PARK**

	Historical Data			DESCRIPTION	Budget for Next Year 2023-24			
	Actual		Adopted Budget This Year Year 2022/23		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	First Preceding Year 2020/21	First Preceding Year 2021/22						
<b>PERSONNEL SERVICES</b>								
1		67,711	96,600	1	Office Staff	108,195	108,195	1
2	39,538			2	RV Park Office Staff		-	2
3		13,109	39,100	3	Operations Staff	23,754	23,754	3
4	826	1,552	2000	4	Overtime	2,777	2,777	4
5		12,483	47,000	5	Costs & Benefits	47,000	47,000	5
6		3,637	5,500	6	Workers Comp	3,750	3,750	6
7		24,834	29,000	7	Health Care & Dental	32,000	32,000	7
8				8			-	8
9	<b>40,364</b>	<b>123,326</b>	<b>219,200</b>	9	<b>TOTAL PERSONNEL SERVICES</b>	<b>217,476</b>	<b>217,476</b>	- 9
10	<b>1.5</b>	<b>1.5</b>	<b>3</b>	10	<b>TOTAL FULL-TIME EQUIVALENT (FTE)</b>	<b>3</b>		<b>10</b>
<b>MATERIALS AND SERVICES</b>								
11	1,407	1,226	1,406	11	Advertising & Notifications	2,236	2,236	11
12	51,627	45,866	55,000	12	Repairs and Maintenance	86,588	86,588	12
13		-		13	Fuel Purchased for resale	-	-	13
14	76,653	87,506	120,000	14	Utilities	95,048	95,048	14
15	2,713	1,641	12,758	15	Office Expense	9,760	9,760	15
16	33,433	31,154	33,962	16	Bank Services & Finance Fees	24,257	24,257	16
17		28	100	17	Travel & Training	2,391	2,391	17
18	1,082	4,737	2,394	18	Permit, Licenses, Taxes, Misc.	8,225	8,225	18
19	1,604	7,283	6,520	19	Insurance - Property, Liability & Bond	14,771	14,771	19
20	1,328	9,354	38,660	20	Professional Fees	46,784	46,784	20
21	<b>169,847</b>	<b>188,796</b>	<b>270,800</b>	21	<b>TOTAL MATERIALS AND SERVICES</b>	<b>290,060</b>	<b>290,060</b>	- 21
<b>CAPITAL OUTLAY</b>								
22		-	25,000	22	Land Improvements			22
23		-		23	Buildings			23
24		6,388		24	Equipment & Vehicle/s			24
25	-	<b>6,388</b>	<b>25,000</b>	25	<b>TOTAL CAPITAL OUTLAY</b>	-	-	- 25
26	<b>210,211</b>	<b>318,510</b>	<b>515,000</b>	26	<b>TOTAL DEPT. REQUIREMENTS</b>	<b>507,536</b>	<b>507,536</b>	- 26

18

**Schedule A**  
**GENERAL FUND BY DEPARTMENT**

**REQUIREMENTS FOR: COMMERCIAL RETAIL**

	Historical Data			DESCRIPTION	Budget for Next Year 2023-24				
	Actual		Adopted Budget This Year Year 2022/23		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
	First Preceding Year 2020/21	First Preceding Year 2021/22							
				<b>PERSONNEL SERVICES</b>					
1	-	16,007	51,700	1	Office Staff	44,082	44,082		1
2	-	24,480	75,600	2	Operations Staff	82,633	82,633		2
3		130	1,100	3	Overtime	1,186	1,186		3
4		12,489	43,900	4	Costs & Benefits	43,900	43,900		4
5		3,637	5,500	5	Workers Comp	3,750	3,750		5
6		21,896	21,800	6	Health Care & Dental	32,000	32,000		6
7				7					7
8				8					8
9	-	78,639	199,600	9	<b>TOTAL PERSONNEL SERVICES</b>	<b>207,551</b>	<b>207,551</b>	-	9
10	1	1	2.5	10	<b>TOTAL FULL-TIME EQUIVALENT (FTE)</b>	<b>2.5</b>			10
				<b>MATERIALS AND SERVICES</b>					
11	-	167	1,406	11	Advertising & Notifications	1,261	1,261		11
12	22,956	60,537	150,000	12	Repairs and Maintenance	47,017	47,017		12
13	-	-		13	Fuel Purchased for resale	-	-		13
14	40,543	33,914	55,164	14	Utilities	35,279	35,279		14
15	-	879	12,758	15	Office Expense	11,408	11,408		15
16	-	-		16	Bank Services & Finance Fees	-	-		16
17		20	100	17	Travel & Training	2,391	2,391		17
18	2,961	27,798	34,612	18	Permit, Licenses, Taxes, Misc.	48,859	48,859		18
19	16,563	21,448	21,700	19	Insurance - Property, Liability & Bond	26,144	26,144		19
20	1,121	16,461	38,660	20	Professional Fees	61,096	61,096		20
21	84,144	161,223	314,400	21	<b>TOTAL MATERIALS AND SERVICES</b>	<b>233,455</b>	<b>233,455</b>	-	21
				<b>CAPITAL OUTLAY</b>					
22				22	Land Improvements				22
23				23	Buildings			-	23
24				24	Equipment & Vehicle/s			-	24
25	-	-	-	25	<b>TOTAL CAPITAL OUTLAY</b>	-	-	-	25
26	84,144	239,863	514,000	26	<b>TOTAL DEPT. REQUIREMENTS</b>	<b>441,006</b>	<b>441,006</b>	-	26

61

Schedule A  
GENERAL FUND BY DEPARTMENT

REQUIREMENTS FOR: COMMERCIAL RETAIL

	Historical Data			DESCRIPTION	Budget for Next Year 2023-24				
	Actual		Adopted Budget This Year Year 2022/23		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
	First Preceding Year 2020/21	First Preceding Year 2021/22							
				<b>PERSONNEL SERVICES</b>					
1	-	16,007	51,700	1	Office Staff	44,082	44,082		1
2	-	24,480	75,600	2	Operations Staff	82,633	82,633		2
3		130	1,100	3	Overtime	1,186	1,186		3
4		12,489	43,900	4	Costs & Benefits	43,900	43,900		4
5		3,637	5,500	5	Workers Comp	3,750	3,750		5
6		21,896	21,800	6	Health Care & Dental	32,000	32,000		6
7				7					7
8				8					8
9	-	78,639	199,600	9	<b>TOTAL PERSONNEL SERVICES</b>	<b>207,551</b>	<b>207,551</b>	-	9
10	1	1	2.5	10	<b>TOTAL FULL-TIME EQUIVALENT (FTE)</b>	<b>2.5</b>			10
				<b>MATERIALS AND SERVICES</b>					
11	-	167	1,406	11	Advertising & Notifications	1,261	1,261		11
12	22,956	60,537	150,000	12	Repairs and Maintenance	47,017	47,017		12
13	-	-		13	Fuel Purchased for resale	-	-		13
14	40,543	33,914	55,164	14	Utilities	35,279	35,279		14
15	-	879	12,758	15	Office Expense	11,408	11,408		15
16	-	-		16	Bank Services & Finance Fees	-	-		16
17		20	100	17	Travel & Training	2,391	2,391		17
18	2,961	27,798	34,612	18	Permit, Licenses, Taxes, Misc.	48,859	48,859		18
19	16,563	21,448	21,700	19	Insurance - Property, Liability & Bond	26,144	26,144		19
20	1,121	16,461	38,660	20	Professional Fees	61,096	61,096		20
21	84,144	161,223	314,400	21	<b>TOTAL MATERIALS AND SERVICES</b>	<b>233,455</b>	<b>233,455</b>	-	21
				<b>CAPITAL OUTLAY</b>					
22				22	Land Improvements				22
23				23	Buildings			-	23
24				24	Equipment & Vehicle/s			-	24
25	-	-	-	25	<b>TOTAL CAPITAL OUTLAY</b>	-	-	-	25
26	84,144	239,863	514,000	26	<b>TOTAL DEPT. REQUIREMENTS</b>	<b>441,006</b>	<b>441,006</b>	-	26

20

**Schedule A**  
**GENERAL FUND BY DEPARTMENT**  
**REQUIREMENTS FOR: FUEL DOCK**

	Historical Data			DESCRIPTION	Budget for Next Year 2023-24				
	Actual		Adopted Budget This Year Year 2022/23		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
	First Preceding Year 2020/21	First Preceding Year 2021/22							
				<b>PERSONNEL SERVICES</b>					
1	-	16,007	51,700	1	Office Staff	40,999	40,999		1
2	-	34,680	75,600	2	Operations Staff	82,633	82,633		2
3	-	130	1,100	3	Overtime	1,185	1,185		3
4	-	12,489	43,900	4	Costs & Benefits	43,900	43,900		4
5	-	3,637	5,500	5	Workers Comp	3,750	3,750		5
6	-	21,896	21,800	6	Health Care & Dental	32,000	32,000		6
7	-			7					7
8	-			8					8
9	-	<b>88,839</b>	<b>199,600</b>	9	<b>TOTAL PERSONNEL SERVICES</b>	<b>204,467</b>	<b>204,467</b>	-	9
10	<b>0</b>	<b>0</b>	<b>2.5</b>	10	<b>TOTAL FULL-TIME EQUIVALENT (FTE)</b>	<b>2.5</b>			<b>10</b>
				<b>MATERIALS AND SERVICES</b>					
11		167	1,406	11	Advertising & Notifications	944	944		11
12	18,860	26,402	30,000	12	Repairs and Maintenance	51,047	51,047		12
13	449,504	950,056	924,000	13	Fuel Purchased for resale	800,000	800,000		13
14	2,326	2,041	4,000	14	Utilities	10,954	10,954		14
15	-	924	12,758	15	Office Expense	8,678	8,678		15
16	6,786	14,017	16,344	16	Bank Services & Finance Fees	19,172	19,172		16
17	-	20	100	17	Travel & Training	2,391	2,391		17
18	278	3,054		18	Permits, Licenses, Taxes, & Misc.	7,415	7,415		18
19	2,907	4,141	5,132	19	Insurance - Property, Liability & Bond	7,375	7,375		19
20	-	6,497	38,660	20	Professional Fees	40,467	40,467		20
21	<b>480,661</b>	<b>1,007,320</b>	<b>1,032,400</b>	21	<b>TOTAL MATERIALS AND SERVICES</b>	<b>948,443</b>	<b>948,443</b>	-	<b>21</b>
				<b>CAPITAL OUTLAY</b>					
22		-		22	Land Improvements				22
23	-	-		23	Buildings				- 23
24	11,261	-		24	Equipment & Vehicle/s				24
25	<b>11,261</b>	-	-	25	<b>TOTAL CAPITAL OUTLAY</b>	-	-	-	<b>25</b>
26	<b>491,922</b>	<b>1,096,159</b>	<b>1,232,000</b>	26	<b>TOTAL DEPT. REQUIREMENTS</b>	<b>1,152,910</b>	<b>1,152,910</b>	-	<b>26</b>

21

**SCHEDULE A  
GENERAL FUND BY DEPARTMENT  
REQUIREMENTS FOR: MARINA**

**Including Administration, Marine Services & Property Ground Use**

	Historical Data			DESCRIPTION	Budget for Next Year 2023-24				
	Actual		Adopted Budget This Year Year 2022/23		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
	First Preceding Year 2020/21	First Preceding Year 2021/22							
				<b>PERSONNEL SERVICES</b>					
1	83,858			1	Port Manager				1
2	106,565	160,176	89,000	2	Office Staff	77,199	99,122		2
3				3	RV Park Office Staff				3
4	240,560	169,118	77,500	4	Operations Staff	82,633	82,633		4
5	5,254	3,444	3,800	5	Overtime	6,327	6,327		5
6	155,824	131,892	58,500	6	Costs & Benefits	50,538	50,538		6
7	7,533	3,637	5,500	7	Workers Comp	3,750	3,750		7
8	83,756	33,111	34,000	8	Health Care & Dental	34,000	34,000		8
9	<b>683,350</b>	<b>501,378</b>	<b>268,300</b>	9	<b>TOTAL PERSONNEL SERVICES</b>	<b>254,447</b>	<b>276,370</b>		-
10	<b>10.25</b>	<b>10</b>	<b>10</b>	10	<b>TOTAL FULL-TIME EQUIVALENT (FTE)</b>	<b>4</b>			<b>10</b>
				<b>MATERIALS AND SERVICES</b>					
11	2,990	3,848	1,406	11	Advertising & Notifications	1,035	1,035		11
12	339,480	198,012	400,490	12	Repairs and Maintenance	205,349	183,426		12
13				13	Fuel Purchased for resale	-	-		13
14	149,362	169,527	200,000	14	Utilities	168,720	168,720		14
15	39,042	29,267	12,758	15	Office Expense	11,154	11,154		15
16	11,890	13,045	13,828	16	Bank Services & Finance Fees	16,571	16,571		16
17	1,086	5,795	8,153	17	Travel & Training	2,827	2,827		17
18	3,403	20,110	9,083	18	Permit, Licenses, Taxes, Misc.	15,893	15,893		18
19	80,025	88,334	92,962	19	Insurance - Property, Liability & Bond	81,709	81,709		19
20	89,066	81,078	59,020	20	Professional Fees	86,653	86,653		20
21	<b>716,344</b>	<b>609,016</b>	<b>797,700</b>	21	<b>TOTAL MATERIALS AND SERVICES</b>	<b>589,911</b>	<b>567,988</b>		-
				<b>CAPITAL OUTLAY</b>					
22	5,992	52,237		22	Land Improvements				22
23	-	-		23	Buildings				23
24	44,117	73,183		24	Equipment & Vehicle/s				24
25	<b>50,109</b>	<b>125,420</b>	-	25	<b>TOTAL CAPITAL OUTLAY</b>	-	-		-
26	<b>1,449,803</b>	<b>1,235,814</b>	<b>1,066,000</b>	26	<b>TOTAL DEPT. REQUIREMENTS</b>	<b>844,358</b>	<b>844,358</b>		-

22

**SCHEDULE B**  
**Debt Service Fund Detailed Amortization Schedules**

Creditor	Payment Dates	Principal Amt	Interest Amount	Pmt Amount	Balance 6/30/2023	Balance 7/1/2024
Umpqua Bank	7/15/2023	3,378	1,432	4,810	586,808	
RV Park Restoration & Upgrade	8/15/2023	3,386	1,424	4,810		
	9/15/2023	3,395	1,415	4,810		
	10/15/2023	3,403	1,407	4,810		
	11/15/2023	3,411	1,399	4,810		
	12/15/2023	3,419	1,390	4,810		
	1/15/2024	3,428	1,382	4,810		
	2/15/2024	3,436	1,374	4,810		
	3/15/2024	3,445	1,365	4,810		
	4/15/2024	3,453	1,357	4,810		
	5/15/2024	3,461	1,348	4,810		
	6/15/2024	3,470	1,340	4,810		
<b>RV Park Restoration &amp; Upgrade Total</b>		<b>41,085</b>	<b>16,633</b>	<b>57,718</b>		<b>545,723</b>

m2Lease	Payment Dates	Principal Amt	Interest Amount	Pmt Amount	Balance 6/30/2023	Balance 7/1/2024
50BFMII Travelift Lease	7/22/2023	4,575	84	4,659	18,424	
50BFMII Travelift Lease	8/22/2023	4,596	64	4,659		
	9/22/2023	4,617	42	4,659		
	10/22/2023	4,638	21	4,659		
<b>50BFMII Travelift Lease Total</b>		<b>18,424</b>	<b>212</b>	<b>18,636</b>		<b>-</b>

23

**SCHEDULE B**  
**Debt Service Fund Detailed Amortization Schedules**

Creditor	Payment Dates	Principal Amt	Interest Amount	Pmt Amount	Balance 6/30/2023	Balance 7/1/2024
Umpqua Bank Loan#747041620	7/15/2023	1,326	139	1,465	27,786	
2018 Genie Reach Forklift	8/15/2023	1,328	137	1,465		
	9/15/2023	1,335	130	1,465		
	10/15/2023	1,346	119	1,465		
	11/15/2023	1,349	116	1,465		
	12/15/2023	1,359	106	1,465		
	1/15/2024	1,363	102	1,465		
	2/15/2024	1,370	95	1,465		
	3/15/2024	1,382	82	1,465		
	4/15/2024	1,384	81	1,465		
	5/15/2024	1,393	71	1,465		
	6/15/2024	1,398	66	1,465		
<b>Loan for Forklift Total</b>		<b>16,333</b>	<b>1,244</b>	<b>17,577</b>		<b>11,453</b>

	Payment Dates	Principal Amt	Interest Amount	Pmt Amount	Balance 6/30/2023 (Includes Deferred Interest)	Balance 7/1/2024 (Includes Deferred Interest)
<b>IFA Business Oregon</b>						
3rd Quarter	9/30/2023	77,500	-	77,500	3,538,444	
4th Quarter	12/31/2023	77,500	-	77,500		
1st Quarter	3/31/2024	77,500	-	77,500		
2nd Quarter	6/30/2024	77,500	-	77,500		
80% for Asset Sales		-	-	-		
<b>IFA Total</b>		<b>310,000</b>	<b>-</b>	<b>310,000</b>		<b>3,228,444</b>
<b>TOTAL DEBT SERVICE</b>		<b>385,842</b>	<b>18,089</b>	<b>403,931</b>	<b>4,171,462</b>	<b>3,785,620</b>

Creditor		Principal Amt	Interest Amount	Pmt Amount	Balance 6/30/2023	Balance 7/1/2024
USDA Revenue Bond	11/6/2023	88,110	42,010	130,120	836,493	748,383
<b>All Debt Totals</b>		<b>473,952</b>	<b>60,099</b>	<b>534,051</b>	<b>5,007,955</b>	<b>4,534,003</b>

24



**FORM LB-1**

**NOTICE OF BUDGET HEARING**

A public meeting of the Port of Brookings Harbor will be held on June 21, 2023 at 2:00pm at Port Meeting Room 16350 Lower Harbor Road Ste. #202 Brookings Oregon 97415 and via Telephone Conference. Instructions to join the telephone conference: Dial +1 253 215 8782 US, enter Meeting ID:, enter Participant ID: #. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2023 as approved by the Port of Brookings Harbor Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at 16330 Lower Harbor Road, between the hours of 8am and 4pm or online at portofbrookingsharbor.com. This budget is for annual budget period FY 2023-2024. This budget was prepared on a modified cash basis of accounting.

Contact: April Walker

Telephone: (541) 469-2218 ext. 405

Email: accounts@portofbrookingsharbor.com

<b>FINANCIAL SUMMARY - RESOURCES</b>			
<b>TOTAL OF ALL FUNDS</b>	<b>Actual Amount 2021-22</b>	<b>Adopted Budget This Year 2022-23</b>	<b>Approved Budget Next Year 2023-24</b>
Beginning Fund Balance / Cash Carryover	1,351,275	1,303,001	934,838
Charges for Port Services	3,111,449	3,327,000	3,140,000
Grants, Gifts, Allocations & Donations	10,000	3,600,000	7,675,304
Loan Proceeds	-	-	-
Interfund Transfers	713,859	708,443	658,051
All Other Resources Except Current Year Property Taxes	149,874	92,126	75,416
Current Year Property Taxes Estimated to be Received	256,624	250,000	270,000
<b>Total Resources</b>	<b>5,593,081</b>	<b>9,280,570</b>	<b>12,753,609</b>

<b>FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION</b>			
Personnel Services	792,183	886,700	905,864
Materials and Services	1,966,355	2,415,300	2,039,945
Capital Outlay	131,808	4,178,170	-
Capital Projects	141,050	(103,119)	7,535,304
Port Construction	98,704	-	50,000
Debt Service	398,301	391,500	486,213
RV Park Improvement	57,718	57,720	57,718
USDA Revenue Bond	130,120	130,120	130,120
Reserve Fund	215,800	243,200	476,236
Interfund Transfers	713,859	708,443	658,051
Contingencies	-	217,676	255,382
Unappropriated Ending Balance and Reserved for Future Expenditure	947,183	154,860	158,776
<b>Total Requirements</b>	<b>5,593,081</b>	<b>9,280,570</b>	<b>12,753,609</b>

<b>FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY PROGRAM/ACTIVITY *</b>			
<b>Name of Program/Activity FTE for that unit or program</b>			
Administration / Marina	1,235,814	1,066,000	844,358
FTE	8	9	11
Beachfront RV Park	318,510	515,000	507,536
FTE	1	2	2
Commerical Retail	239,863	514,000	441,006
FTE	-	-	-
Fuel Dock	1,096,159	1,232,000	1,152,910
FTE	-	-	-
Allocated to Program/Activity	2,890,346	3,327,000	2,945,809
Not Allocated to Program/Activity	2,702,735	5,953,570	9,807,800
FTE	9	11	13
<b>Total Requirements</b>	<b>5,593,081</b>	<b>9,280,570</b>	<b>12,753,609</b>
<b>Total FTE</b>	<b>9</b>	<b>11</b>	<b>13</b>

<b>STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING *</b>			
<b>PROPERTY TAX LEVIES</b>			
	<b>Rate or Amount Imposed 2021-22</b>	<b>Rate or Amount Imposed This Year 2022-23</b>	<b>Rate or Amount Approved Next Year 2023-24</b>
Permanent Rate Levy (rate limit 0.1316 per \$1,000)	0.1316	0.1316	0.1316
Local Option Levy			
Levy For General Obligation Bonds			

<b>STATEMENT OF INDEBTEDNESS</b>		
<b>LONG TERM DEBT</b>	<b>Estimated Debt Outstanding on July 1.</b>	<b>Estimated Debt Authorized, But Not Incurred on July 1</b>
General Obligation Bonds		
Other Bonds	836,493	748,383
Other Borrowings	4,171,462	3,785,620
<b>Total</b>	<b>5,007,955</b>	<b>4,534,003</b>

# Regular Meeting Packet

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

**Wednesday, May 10, 2023**

*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 Budget Committee 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 Budget Committee 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), Sharon Hartung Secretary/Treasurer (Pos. #2); Larry Jonas (Pos. #3); Richard Heap, President (Pos. #4); and Kenneth Range (Pos. #5).
- **Budget Committee Members Present:**  
Al Cornell (Pos. #6), Wayne King (Pos. #7), Richard Contestabile (Pos. #8), Gary Hartung (Pos. #9), Brett Hester (Pos. #10)
- **Port of Brookings Harbor Management and Staff:**  
Travis Webster, Port Manager; April Walker, Office Manager; and Danielle King, Safety/Administrative.

**2. VOTE FOR BUDGET COMMITTEE PRESIDENT – Audio time 0:02:18**

Mrs. King made note that Hartung was the President last year.

**A motion was made by Cornell and seconded by Speir to approve Sharon Hartung for Budget Committee President. The motion passed 9 – 0.**

**3. RECEIVE BUDGET MESSAGE – Audio time 0:04:09**

Webster explained where the budget message was and asked if there were any questions. Stated there are some items that be added that will change the budget message and would like to go over the additional handouts given. Webster went into how this handout is cleaning up the land sale, and the \$50,000 we received from the city. Webster then went over every page in the budget, explaining what the page is showing regarding where the money is located. Webster explained he will be recruiting a Project Manager. Webster continued to review the budget with the committee. The Committee had some questions regarding the wastewater treatment plant and abandoned vessels.

**4. PRESENTATION OF PROPOSED BUDGET FOR FISCAL YEAR 2023-2024 – Audio Time 0:00:00**

Was discussed in item 3.

**5. BUDGET DISCUSSION BY BUDGET COMMITTEE AND PUBLIC COMMENTS – Audio time 1:13:53**

There were no public comments. Jonas thanked Port Staff. Contestabile asked about the Financial Officer position. Mr. King asked with upcoming projects will it discourage people or tourists. Mr. Hartung asked about the dredge that will be used for the FEMA project.

**6. APPROVAL OF BUDGET– Audio time 1:22:43**

**A motion was made by Cornell and seconded by Speir to approve that the Budget Committee approve the proposed Budget, as presented, for the Port of Brookings Harbor 2023-2024 fiscal year in the amount of \$12,753,609. The motion passed 9 – 0.**

**7. APPROVAL OF TAX RATE FOR THE PORTS FY 2023-2024 TO SUBMIT TO ASSESSOR – Audio time 1:24:24**

Mr. Hartung noted that the Port's taxes are too low, and asked if we can request to raise that percentage. Heap suggested the public put a request into the County.

**A motion was made by Speir and seconded by Cornell to approve that the Budget Committee approve the tax rate of 0.1316 per \$1000.00 upon the assessed value of all taxable property within the district for the tax year 2023-2024 for operating purposes in the General Fund.. The motion passed 9 – 0.**

8. **ADJOURNMENT** – Audio time 1:27:03  
Having no further business, the meeting adjourned at 11:26am.

\_\_\_\_\_  
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](http://www.portofbrookingsharbor.com).*

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

**Wednesday, May 17, 2023**

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

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

**1. CALL MEETING TO ORDER**

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

- **Port of Brookings Harbor Commissioners Present:**  
Joseph Speir, Vice-President (Pos. #1), Sharon Hartung Secretary/Treasurer (Pos. #2); Larry Jonas (Pos. #3); Richard Heap, President (Pos. #4); and Kenneth Range (Pos. #5).
- **Port of Brookings Harbor Management and Staff:**  
Travis Webster, Port Manager via phone; April Walker, Office Manager; Danielle King, Safety/Administrative; and Jack Akin, Port Engineer.
- There were no modification, additions, or changes to the agenda.
- There were no declarations of potential conflicts of interest.

**2. APPROVAL OF AGENDA – Audio time 0:02:04**

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

**3. APPROVAL OF MEETING MINUTES – Audio time 0:02:22**

- A. Approve Minutes of Special Commissioner Meeting Monday, April 10, 2023**
- B. Approve Minutes of Regular Commissioner Meeting Wednesday, April 19, 2023.**

**A motion was made by Speir and seconded by Jonas to approve the meeting minutes. The motion passed 5 – 0.**

**4. PUBLIC COMMENTS – Audio time 0:02:53**

There were no public comments.

**5. MANAGEMENT REPORTS / APPROVAL – Audio time 0:03:00**

The Board didn't have any questions regarding the Management report. Heap commented on the safety report regarding the continuous disposal of needles found around Port property and asked about the disposal of the burnt vessel. Walker reviewed the financial summary, Heap asked about the expected revenue.

**A motion was made by Speir and seconded by Range to approve the management and financial reports as discussed. The motion passed 5 – 0.**

**6. ACTION ITEMS**

- A. Wastewater Treatment Plant, City of Brookings Scope of Service – Audio time 0:08:43**  
Heap supports having the plant owned by the Port and explained why. Jonas and Hartung agreed. Board allowed public comment.

**A motion was made by Hartung and seconded by Speir to approve continuing with current plan to build Port owned Wastewater Treatment Plant. The motion passed 5 - 0.**

- B. Letter from Henry Johnson** – Audio time 0:16:57  
Webster reviewed item with the Board. Board allowed public comment.

**A motion was made by Speir and seconded by Range to approve live stream camera being installed at the Beachfront RV Park Restroom and have Port Manager come back to the Board with a Memorandum of Understanding (MOU) for approval. The motion passed 5 – 0.**

- C. McLennan Excavation Payment Request #9 – Final Payment** – Audio time 0:19:40  
Webster reviewed item with the Board.

**A motion was made by Jonas and seconded by Hartung to approve McLennan Excavation progress Payment No. Nine Final for \$37,727.50 for work performed April 11, 2023 – April 20, 2023, per contract. The motion passed 5 – 0.**

- D. RV Show Event** – Audio time 0:21:26  
King reviewed item with the Board. This event would happen June 16 through June 25. Since there is no fee for the RV Show this goes to the Board for approval. Affordable Truck and RV is proposing \$2000.00 for the space. Webster informed the Board that the “green building” area will be open for boat trailer during this time and for the 4<sup>th</sup> of July.

**A motion was made by Speir and seconded by Jonas to approve Affordable Truck and RV to have a RV Show Event June 16<sup>th</sup> through June 25<sup>th</sup> at the rate of \$2,000.00. The motion passed 5 – 0.**

- E. Delinquent Account Write Off Request** – Audio time 0:26:32  
Walker reviewed item with the Board.

**A motion was made by Jonas and seconded by Speir to approve delinquent account write offs of \$5,326.08 from accounts receivable and submit the amount to Port collection agency. The motion passed 5 – 0.**

## **7. INFORMATION ITEMS**

- A. DEQ 1200Z Tier II Time Extension** – Audio Time 0:29:45  
Webster informed the Board that our implementation for our Tier II corrective action plan of paving and installing storm drains is due this year, but due to the delays with contractors and funding we have requested a one-year extension that DEQ has granted.

- B. December 26, 2022, Storm Damage** – Audio time 0:31:44  
Webster reviewed item with the Board.

- 8. COMMISSIONER COMMENTS** – Audio time 0:33:01  
Commissioner Speir congratulated Jonas and Hartung on being reelected. Commissioner Range asked Webster about the art that will be hung for the Art at the Port. Heap thanked Walker for a great budget meeting.

- 9. NEXT REGULAR MEETING DATE** – Wednesday, June 21, 2023, at 2:00 PM

- 10. ADJOURNMENT** – Audio time 0:34:18  
Having no further business, the meeting adjourned at 2:33 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](http://www.portofbrookingsharbor.com).*

DRAFT

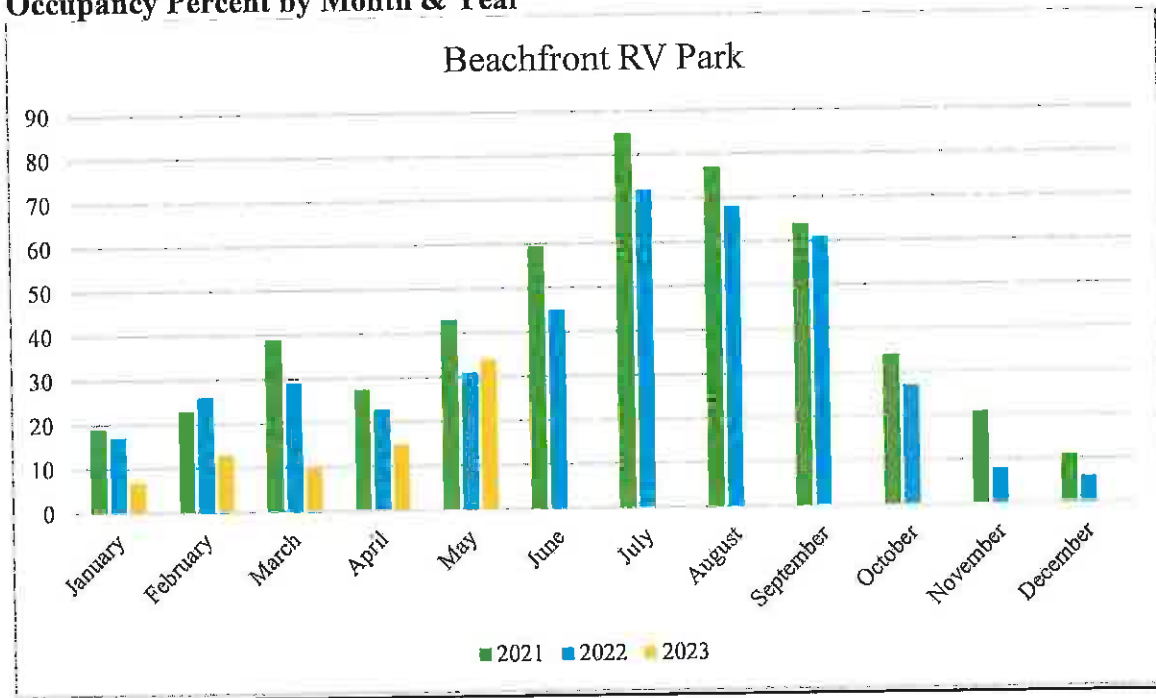
# MANAGEMENT REPORT

**DATE:** June 21, 2023  
**RE:** May 2023  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

## RV Park

The port has received final inspection for the RV Park project. The park is running great, and we have received positive feedback from guests and the public. New picnic tables were added to the sites that needed to be replaced. Gangways and toy boxes have been put out on the beach for the summer. Staff added a new crosswalk area by the bathroom to make passage from the sidewalk to the bathroom safer.

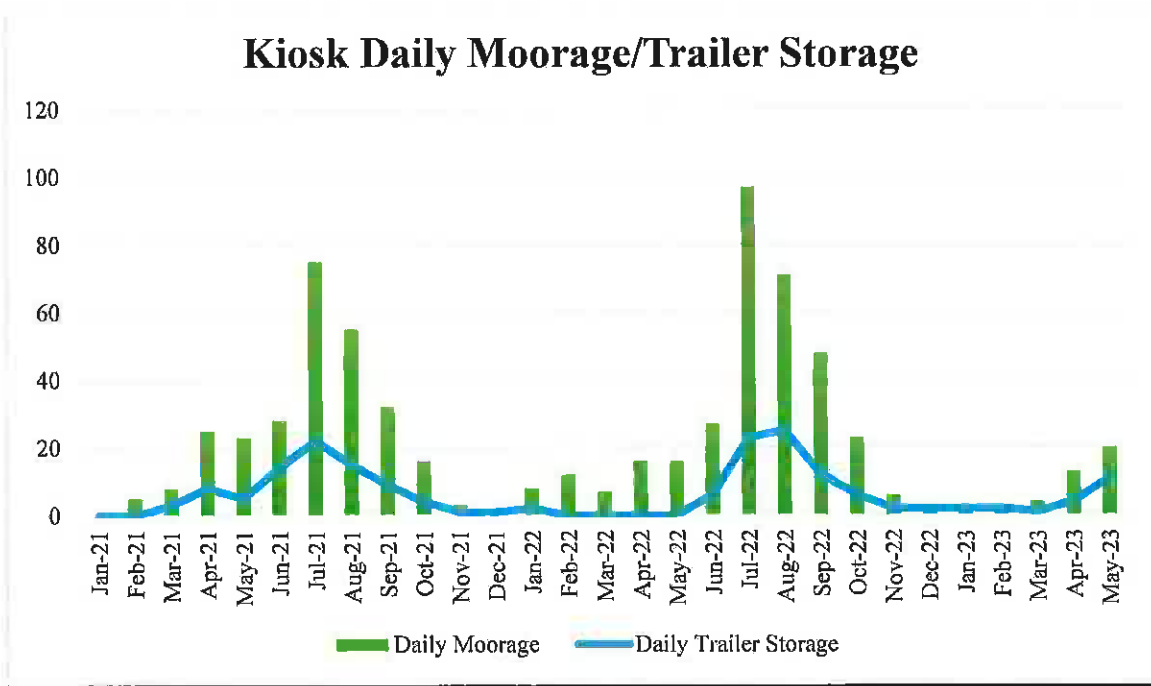
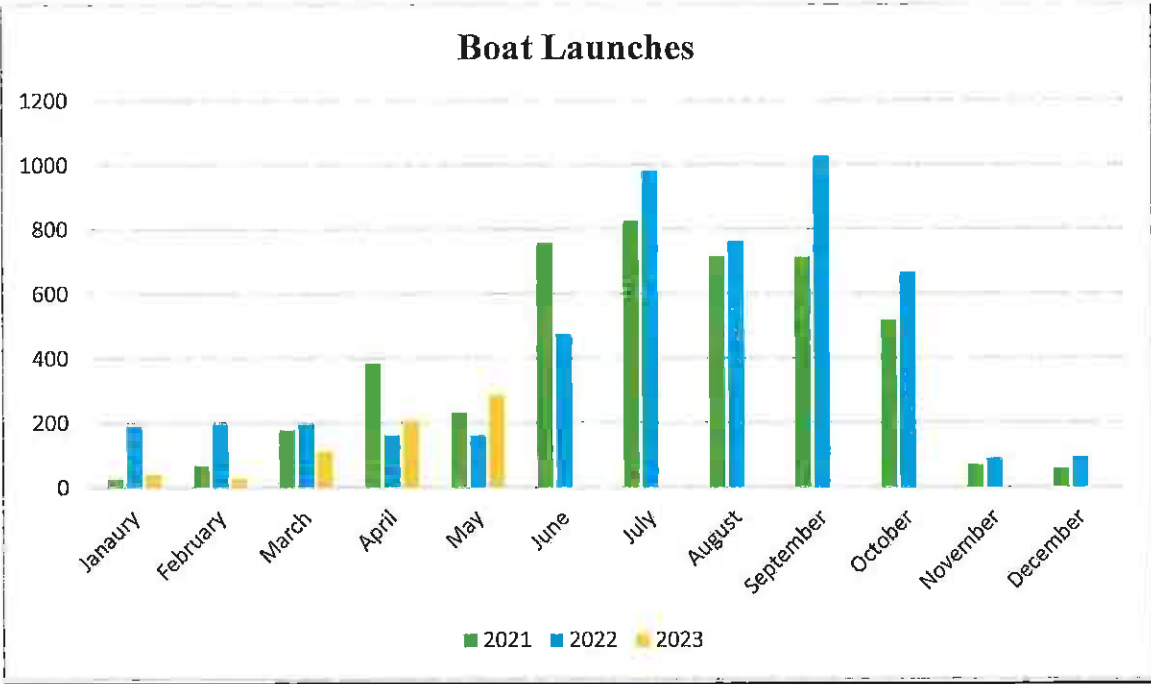
**Occupancy Percent by Month & Year**



## Marina

- Dock walks and debris clearing along the banks and in water are ongoing.
- The water pump in the Travel Lift went out and Pape was out and replaced it.
- Revised quotes for sediment removal at the boat yard.
- The new crab pot storage area was graded, covered, and compacted by Tidewater. This new area will allow Port to prep the lower area for HMGP work along with controlling stormwater that affects our 1200z permit.





**Equipment Services Performed by Port Staff**

**Telehandler Work**

	2019	2020	2021	2022	2023
January	4	2	0	8	3
February	1	6	3	2	2
March	6	4	6	5	4
April	7	10	5	7	14
May	6	3	7	6	7
June	3	0	3	4	
July	1	5	0	1	
August	3	4	1	0	
September	3	3	1	2	
October	10	6	5	7	
November	3	9	13	9	
December	15	5	3	2	
<b>Totals</b>	<b>62</b>	<b>57</b>	<b>47</b>	<b>53</b>	<b>30</b>

**Travel Lift Haul-Outs**

	2019	2020	2021	2022	2023
January	2	1	0	2	1
February	2	5	1	6	1
March	4	5	6	6	1
April	7	5	6	7	7
May	13	9	5	8	8
June	16	15	12	6	
July	15	14	7	8	
August	8	4	7	5	
September	7	6	8	4	
October	9	8	4	11	
November	8	5	12	6	
December	5	1	0	7	
<b>Totals</b>	<b>96</b>	<b>78</b>	<b>68</b>	<b>76</b>	<b>18</b>

**Commercial Receiving Dock**

- **Public Hoist** – Operational, visually inspected by Port staff, and greased. (42,018 lbs unloaded for the month of May)
- **Hallmark Seafood** - Operational
- **Bornstein Seafood** - Operational (Hoist will be removed for channel dredging)
- **Pacific Seafood** - North Pacific Seafood Dock – Operational
- **New Pacific Seafood Dock** – Need to look at adding cleats on dock for better tie up locations.

**Commercial Retail Building**

Air conditioning unit went out at the Bell and Whistle. Staff have started gathering prices for a new one to be installed. The current unit is now out of date and freon used in the unit is now outlawed for use.

**Maintenance Crew**

- Staff completed 124 work orders for the month of May 2023. Landscaping throughout the entire Port will be ongoing through the summer. Many staff members have begun cross training in equipment and operations to better employee knowledge and skills.

**Office Staff**

- The port office is running smoothly, and staff continue to work hard and complete their tasks on time and have maintained efficiency.
- All office staff keep a “significant tasks completed” list which is attached.

**WORK ORDERS LOG**  
**Port of Brookings Harbor**  
**May 2023**

Date	Location	Description of Work	Action	Date Completed	Completed By
5/1/23	EQ 3710	Filled fuel & DEF	Completed	5/1/23	Brent
5/1/23	Fuel Dock	Completed monthly inspection	Completed	5/1/23	Brent
5/1/23	Boat Yard	Pulled and set two boats	Completed	5/1/23	Shawn/Sean/Brent/Travis
5/1/23	Port/Boat Yard	Weed-eated	Completed	5/1/23	Shawn & Sean
5/1/23	RV	Filled voids with gravel	Completed	5/1/23	Brent
5/1/23	Shop dumpsters	Compacted over-full dumpsters	Completed	5/1/23	Brent
5/1/23	RV	Made new set of keys for Trent	Completed	5/1/23	Brent
5/1/23	Fish station	Dumped fish carcasses	Completed	5/1/23	Brent & Shawn
5/1/23	Port Gangways	Installed 1 at each gangway	Completed	5/1/23	Brent
5/1/23	Port	Conducted monthly sewer inspections	Completed	5/3/23	Brent
5/2/23	RV and Boat Yard CTR	Moved 8 yard containers to RV and added 6 yard container to Boat Yard.	Completed	5/2/23	Brent
5/2/23	RV Bathroom	Replaced failed womens' toilet flush valve	Completed	5/2/23	Brent
5/2/23	RV Park	Relocated dumpsters & enclosures	Completed	5/2/23	Brent & Travis
5/2/23	Boat Yard	Pulled and set two boats	Completed	5/2/23	Shawn/Sean/Brent/Travis
5/2/23	Boat Yard	Cut new 6 X 6 X 24" blades	Completed	5/2/23	Shawn & Sean
5/2/23	Fuel Dock	Located and procured filters (nationwide filter shortage)	Completed	5/2/23	Brent
5/2/23	RV Trash enclosure	Set blocks	Completed	5/2/23	Brent
5/2/23	Gear Storage	Removed grate	Completed	5/2/23	Shawn & Sean
5/2/23	Bell & Whistle	Secured drip pan under HVAC	Completed	5/2/23	Brent
5/3/23	Office	Compiled EQ3605 Maintenance records	Completed	5/3/23	Brent
5/3/23	Boat Yard	Moved docks	Completed	5/3/23	Shawn & Sean
5/3/23	Boat Yard	Moved sailboat to back of yard	Completed	5/3/23	Shawn & Sean
5/3/23	Boat Yard	Removed boat and set in yard	Completed	5/3/23	Shawn, Sean & Travis
5/3/23	RV Park - Back Ins	Pushed cable ends back into the conduit and covered with black tape	Completed	5/3/23	Trent
5/3/23	Boat Yard	Rebuilt barricades	Completed	5/3/23	Shawn & Sean
5/3/23	Boat Yard	Moved concrete block and curb stops	Completed	5/3/23	Shawn & Sean
5/3/23	Boat Yard	Flushed and cleaned filter on pump station	Completed	5/3/23	Shawn & Sean
5/3/23	Retail Septic	System was full past alarm and emergency pump floats. Manually pumped all systems back to normal.	Completed	5/3/23	Brent
5/3/23	RV Park	WiFi / Spectrum was down. Spliced system back together and fixed it.	Completed	5/3/23	Brent & Kai
5/3/23	Fuel Dock	Found one case Cim-Tek filters (PPD can't supply our standard filters.)	Completed	5/4/23	Brent
5/3/23	RV Park - Dry Camp	Weed-eated under the fence in dry camp	Completed	5/3/23	Trent
5/3/23	RV Park - Sites 62, 63 and 84	Filled potholes with gravel.	Completed	5/3/23	Trent
5/4/23	Kite Field / Sidewalk	Weed-eated	Completed	5/4/23	Shawn
5/4/23	RV Park, Site 20	Temporarily fixed hose bib	Completed	5/4/23	Trent and Brent
5/4/23	Docks	Tag violations	Completed	5/4/23	Brent
5/4/23	RV Park	Secured cables at light poles	Completed	5/4/23	Brent & Trent
5/4/23	Retail Septic	Adjusted outdoor light timer	Completed	5/4/23	Brent
5/5/23	Shop dumpsters	Smashed trash (telehandler)	Completed	5/5/23	Shawn
5/5/23	Gear Storage - Boat Yard	Filled holes with gravel (Telehandler)	Completed	5/5/23	Shawn
5/5/23	Boat Yard	Pulled and set Innisfree	Completed	5/5/23	Shawn / Sean / Travis
5/5/23	Steel Wall	Installed gear on Little Joe	Completed	5/5/23	Shawn / Travis
5/8/23	Basin 1 E29	Installed new cleat between E29 and E31	Completed	5/8/23	Sean
5/8/23	Retail	Replaced boardwalk flag	Completed	5/8/23	Sean
5/9/23	Port Campus	Installed 3 Tsunami Hazard Signs	Completed	5/9/23	Sean

5/10/23	RV Park	Delivered firewood	Completed	5/10/23	Sean & Shawn	45
5/10/23	RV Park Mens' Restroom	Switched batteries in flusher	Completed	5/10/23	Shawn	46
5/10/23	Port	Mowed	Completed	5/10/23	Shawn	47
5/11/23	RV Park Backyard	Cleaned up the backyard	Completed	5/11/23	Trent	48
5/11/23	RV Park-Wood pile in boat yard	Put a new tarp over the wood	Completed	5/11/23	Trent	49
5/11/23	RV Park	Brought over more firewood from the boat yard with the forklift	Completed	5/11/23	Trent	50
5/11/23	RV Park, Site 135	Fixed the fence with the doggie pot setup	Completed	5/11/23	Trent	51
5/11/23	Port	Did weed eating and mowing	Completed	5/11/23	Shawn & Sean	52
5/11/23	Gear Storage "Alex"	Moved nets	Completed	5/11/23	Shawn	53
5/11/23	Boat Yard	Removed Shadow from basin	Completed	5/11/23	Travis & Shawn	54
5/12/23	Pacific Seafood	Cleaned gutters	Completed	5/12/23	Shawn & Sean	55
5/13/23	Boat Wash Station	Re-striped / No Parking	Completed	5/13/23	Shawn & Sean	56
5/13/23	RV Park Office	Installed new brochure rack	Completed	5/13/23	Trent	57
5/15/23	Commercial Bathroom	Fixed jammed shower coin acceptor	Completed	5/15/23	Brent	58
5/15/23	RV Park	Fixed WiFi (AP3&4 were unplugged)	Completed	5/15/23	Brent	59
5/15/23	Basin 1, A Dock Ramp	Installed slip guard on gangway	Completed	5/15/23	Shawn/Sean/Brent	60
5/15/23	Basin 1 & 2	Completed dock walks	Completed	5/15/23	Shawn & Sean	61
5/15/23	Basin 1 & 2	Cleaned up debris	Completed	5/15/23	Shawn & Sean	62
5/16/23	Retail bathroom	Fixed flushometer that was leaking	Completed	5/16/23	Brent & Sean	63
5/16/23	RV Park	Painted crosswalk and bathroom	Completed	5/16/23	Marian & Brent	64
5/16/23	Basin 2, I-J Dock	Added 4 cleats	Completed	5/16/23	Shawn & Sean	65
5/16/23	Kite field and Port	Mowed	Completed	5/16/23	Shawn	66
5/16/23	Basin 2, I-J Main	Added 2 straps at break	Completed	5/16/23	Shawn	67
5/16/23	RV Park	Replaced trash cans along sidewalk	Completed	5/17/23	Shawn	68
5/17/23	Gear Storage	Weed-eated	Completed	5/17/23	Shawn	69
5/17/23	Fuel Dock	Fixed handle of fast pump	Completed	5/17/23	Brent & Sean	70
5/17/23	Fish Station	Dumped fish carcasses	Completed	5/17/23	Brent	71
5/17/23	EQ 1109	Repaired flat tire	Completed	5/17/23	Brent & Les Schwab	72
5/17/23	Port	Removed debris collected from basins	Completed	5/17/23	Brent - Shawn - Sean	73
5/17/23	RV Park	Put up 6 bathroom crosswalk delineators	Completed	5/17/23	Shawn	74
5/18/23	Basin 1, D and F Docks	Pulled weeds	Completed	5/18/23	Shawn & Sean	75
5/18/23	Port Gangways	Hung No Offloading Signs	Completed	5/18/23	Brent	76
5/18/23	Retail & Boat Launch	Spread weed killer	Completed	5/18/23	Shawn & Sean	77
5/18/23	Kite field	Filled potholes	Completed	5/18/23	Brent	78
5/18/23	Commercial Lot & RV Park	Filled potholes	Completed	5/18/23	Brent	79
5/18/23	RV Park - Back Ins	Weed-eated sites 54,44,56,57, 58,49,68,69,70,71,74,78,81,85	Completed	5/18/23	Trent	80
5/19/23	Basin 1, D-F	Weeded docks	Completed	5/19/23	Shawn & Sean	81
5/19/23	RV Park	Cleaned out the fire pits	Completed	5/19/23	Trent	82
5/19/23	RV Park	Brightened hash marks where pedestrians walk	Completed	5/19/23	Brent & Sean	83
5/19/23	RV Park	Hung No Tent Camping and No Public Parking signs	Completed	5/21/23	Trent	84
5/22/23	RV Park	Pulled weeds and weed-eated Site 25	Completed	5/22/23	Trent	85
5/22/23	RV Park	Fixed leaking faucet at Site 7	Completed	5/22/23	Trent	86
5/22/23	Port Indian Memorial Field	Mowed	Completed	5/22/23	Shawn	87
5/22/23	RV Park, Dry Camp	Mowed and weed-eated	Completed	5/22/23	Shawn	88
5/22/23	Commercial Bathroom	Changed Access Codes	Completed	5/22/23	Brent	89
5/22/23	RV Park	Moved blocks and logs	Completed	5/22/23	Marian & Brent	90
5/23/23	Port Road	Mowed grass	Completed	5/23/23	Shawn	91
5/23/23	RV Park Public Parking	Cleaned sand out of parking lot	Completed	5/23/23	Shawn & Sean	92
5/23/23	RV Restroom	Pulled weeds	Completed	5/23/23	Shawn	93
5/24/23	RV Spot #32	Replaced leaky anti-siphon device	Completed	5/24/23	Brent	94
5/24/23	Trash Enclosure at Shop	Replaced door retainers that were stolen	Completed	5/24/23	Brent	95
5/24/23	Boat Wash Station	Replaced coupler in filter drain hose that was leaking	Completed	5/24/23	Brent	96
5/24/23	Boat Yard	Removed mast	Completed	5/24/23	Shawn/Sean/Travis/Brent	97
5/24/23	Boat Yard	Stripped sailboat	Completed	5/24/23	Shawn & Sean	98
5/24/23	Steel Wall	Loaded gear Little Joe	Completed	5/24/23	Shawn & Travis	99

5/25/23	Boat Yard	Moved docks	Completed	5/25/23	Shawn & Sean	100
5/25/23	Boat Yard	Demo Mona Lisa	Completed	5/25/23	Travis/Brent/Shawn/Sean	101
5/25/23	RV Park	Replaced four old picnic tables	Completed	5/25/23	Brent	102
5/25/23	Transient Dock	Replaced 2 bolts	Completed	5/25/23	Shawn & Sean	103
5/25/23	RV Park	Pushed garbage to back of dumpsters	Completed	5/25/23	Trent	104
5/25/23	RV Park, Pull Throughs	Used leaf blower to clean off concrete pads	Completed	5/25/23	Trent	105
5/26/23	Boat Yard (Buddy's Spot)	Cleaned up and organized Buddy's spot	Completed	5/26/23	Shawn & Sean	106
5/26/23	RV Park, Site 93	Replaced leaky water spigot	Completed	5/26/23	Trent	107
5/26/23	RV Park, Site 57	Fixed broken water spigot	Completed	5/26/23	Trent	108
5/26/23	Transient Dock / Boat Launch	Replaced signs	Completed	5/26/23	Shawn & Sean	109
5/26/23	Retail (Stage)	Re-decked stage	Completed	5/26/23	Shawn & Sean	110
5/26/23	Shop	Smashed trash	Completed	5/26/23	Shawn	111
5/26/23	Fish station	Dumped fish carcasses	Completed	5/26/23	Brent	112
5/26/23	RV Park	Smashed trash in dumpsters	Completed	5/26/23	Brent	113
5/29/23	Retail septic system	System was in alarm - dispatched Raphl - will remove pump morning of 5/31	Completed	5/30/23	Brent	114
5/30/23	Commercial Parking	Removed/Impounded abandoned RV	Completed	5/30/23	Brent & Wes' Towing	115
5/30/23	Retail Septic	Pulled failed pump and removed clothing	Completed	5/30/23	Brent & Travis	116
5/30/23	Boat Yard	Put Shadow Back In	Completed	5/30/23	Shawn - Sean - Travis	117
5/30/23	Bornstein	Cleaed up	Completed	5/30/23	Shawn & Sean	118
5/30/23	Gear Storage Triangle	Cleaned Up	Completed	5/30/23	Shawn & Sean	119
5/30/23	Skidrow/Trans Dock Camera	Cleaned lenses	Completed	5/30/23	Shawn & Sean	120
5/30/23	Secure storage behind Shop	Fixed gates (were very hard to open)	Completed	5/30/23	Brent	121
5/31/23	United Rental in Medford	Took Telehandler Class	Completed	5/31/23	Shawn	122
5/31/23	Trans Dock	Removed cleat	Completed	5/31/23	Shawn	123
5/31/23	RV Park	Added a Pedestrians Sign and Delineators	Completed	5/31/23	Shawn & Sean	124
					<b>TOTAL FOR MONTH</b>	<b>124</b>

Date	Total Units	Occupied Units	Unoccupied Units	Occupancy
05/01/2023	127	23	104	18%
05/02/2023	127	22	105	17%
05/03/2023	127	19	108	15%
05/04/2023	127	28	99	22%
05/05/2023	127	42	85	33%
05/06/2023	127	47	80	37%
05/07/2023	127	31	96	24%
05/08/2023	127	23	104	18%
05/09/2023	127	23	104	18%
05/10/2023	127	26	101	20%
05/11/2023	127	37	90	29%
05/12/2023	127	57	70	45%
05/13/2023	127	57	70	45%
05/14/2023	127	39	88	31%
05/15/2023	127	29	98	23%
05/16/2023	127	29	98	23%
05/17/2023	127	31	96	24%
05/18/2023	127	37	90	29%
05/19/2023	127	47	80	37%
05/20/2023	127	50	77	39%
05/21/2023	127	42	85	33%
05/22/2023	127	39	88	31%
05/23/2023	127	35	92	28%
05/24/2023	127	38	89	30%
05/25/2023	127	52	75	41%
05/26/2023	127	109	18	86%
05/27/2023	127	107	20	84%
05/28/2023	127	110	17	87%
05/29/2023	127	38	89	30%
05/30/2023	127	32	95	25%
05/31/2023	127	29	98	23%
	3937	1328		

May Occupancy	34%
Total	

## Six Month Occupancy Forecast

June	36%
July	53%
August	33%
September	14%
October	2%
November	0%



# Brooking Harbor VenTek RCS

## Monthly Transactions Summary Report

7 Jun 2023 9:58:20AM

Date: May 01, 2023 to May 31, 2023

Payment type: ALL

Transaction IDs: ALL

Terminals: ALL

Location	Terminal	Product	Count	Cash	Visa	MC	Amex	Discover	Smart Card	Debit	Cash Refund	Credit Refund	Total
Date: 2023 / May													
1	VS_All Pay												
	1	Boat Launch	287	710.00	615.00	90.00	0.00	0.00	0.00	0.00	0.00	0.00	1,415.00
	2	Daily Moorage	20	0.00	960.00	105.00	0.00	0.00	0.00	0.00	0.00	0.00	1,065.00
	4	Trailer Storage	11	0.00	590.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	640.00
	Subtotal		318	710.00	2,165.00	245.00	0.00	0.00	0.00	0.00	0.00	0.00	3,120.00
<b>Total Sales</b>			<b>318</b>	<b>710.00</b>	<b>2,165.00</b>	<b>245.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,120.00</b>
<b>Grand Totals</b>													
<b>Total Sales</b>			<b>318</b>	<b>710.00</b>	<b>2,165.00</b>	<b>245.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,120.00</b>

oh



# April's Tasks Completed

May 2023

- May 1** Processed Payroll, including SEP / IRA Contributions and payroll taxes
- May 1** Submitted Final Payment Request for PW162-1 (FEMA) for reimbursement to Julie Slevin at OEM
- May 2** Processed and paid Oregon State Lodging Taxes for 1<sup>st</sup> Quarter 2023 RV Park revenues  
Processed and paid Curry County Lodging Taxes for 1<sup>st</sup> Quarter 2023 RV Park revenues
- May 3** Prepared April Financial Summary and Reports for May Commissioner Meeting
- May 4** Processed McLennan Final Payment Request for RV Park project
- May 5** Reconciled Umpqua and LGIP bank accounts for month ending April 2023
- May 8** Prepared Write Off Requests for Board review in May regular meeting:  
Nicholas Ryder and Bruce Clausen
- May 10** Presented proposed FY 2023-24 Budget at Budget Committee Meeting
- May 11** Attended zoom meeting with Business Oregon and Travis regarding matching funds for project
- May 15** Prepared LB-1 for FY 2023-24 Budget to be posted in newspaper and website
- May 15** Processed Payroll, including SEP / IRA Contributions and payroll taxes
- May 16** Started preparing FY 2022-23 Supplemental Budget
- May 17** Processed Direct Deposit Change Form for State Payments to the Port, changing from deposits going into our Capital Projects to deposits going into our General Funds account
- May 17** Attended Commissioner Meeting
- May 22** Conducted 4 interviews with Travis to fill Project Manager position
- May 23** Attended zoom meeting with EPA Financial Specialist, Brenda Freiberg, to set up Port access for ASAP.gov for Wastewater Treatment Plant reimbursement payments

- May 26** Finalized FY 2022-23 Supplemental Budget, submitted to financial advisor for review
- May 30** Processed Payroll, including SEP / IRA Contributions and payroll taxes
- May 31** Attended SDAO training in Medford: Personnel Records, Diversity and Paid Leave Oregon program

# Danielle's Tasks Completed

Date: May 2023

- May 1** Discussed with Port Maintenance about
- May 3** Was able to get the budget committee meeting packet out and posted on the website
- May 8 & 9** Put the Commissioner Meeting Packet together along with typing up the minutes for April 10 and April 19<sup>th</sup> meetings
- May 10** Attended Budget Committee Meeting
- May 10** Met with Crissy Cooper regarding the Slam'n Salmon event and the Sky High 4<sup>th</sup> of July Event
- May 10** distributed May 17 regular commissioner meeting packet to commissioners and on website
- May 15** Started draft lease for Chetco dustless blasting
- May 15** Created interview questions for Project Manager position
- May 16** Finished draft lease for Chetco Dustless Blasting
- May 18** Called job references for Project Manager position
- May 23** Put together May 31 meeting packet
- May 24** Cancelled May 31 Commissioner meeting
- May 30** Completed Boat Slip Inventory

# Denise's Tasks Completed

Date: May

- |                   |   |
|-------------------|---|
| <b>Daily</b>      | Processed fuel tickets, updated fuel dock sales spreadsheet, monitored transient dock       |
| <b>Daily</b>      | Processed Purchase Orders, Bills and Vendor Invoices  |
| <b>Daily</b>      | Made bank deposit, got mail, sorted and processed mail and entered payments into Quickbooks |
| <b>Daily</b>      | Processed RV Park Reconciliation and Deposit  |
| <b>Daily</b>      | Entered Deposit from office settlement and Backed Up Quickbooks                             |
| <b>May 1 - 31</b> | Handled storage inquiries and filled 2 vacant trailer/boat storage spaces                   |
| <b>May 19</b>     | Invoiced for 24 gear storage spaces and 17 vessel/trailer storage spaces                    |
| <b>May 25-26</b>  | Organized digital copies of all Resolutions, scanned missing Resolutions to digital files   |
| <b>May 29-31</b>  | Updated Policies and Procedures Binders with relevant new Resolutions passed since 2019     |
| <b>May 31</b>     | Assessed Finance Charges, ran and sent monthly statements and processed collections notices |

## NOTES:

### Recurring:

- Maintained work orders log and prepared month end report
- Maintained trailer/boat spreadsheets and waiting list, and gear storage spreadsheets
- Assisted with previous months' bank/Quickbooks 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
- Filed periodic Equipment Maintenance sheets and other periodic inspection sheets

*Denise Gerski's Tasks Completed,  
Month: May 2023*

# Lisa's Tasks Completed

Date: May

- May 2** Posted for mailing July 2023 Moorage Renewals dated July 1 – 12, 2023.
- May 2** Terminated monthly moorage for F/V: Rosalie (B1, C1).
- May 9** Prepared Updated Boat Slip Inventory List for Danielle King, Administrative Assistant.
- May 15** Posted for mailing July 2023 Moorage Renewals dated June 15 – 27, 2023.
- May 17** Finalized August 2023 Moorage Renewals.
- May 23 & 24** Prepared Updated Boat Slip Inventory List for Danielle King, Administrative Assistant.
- May 25** Prepared Updated Marina 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 May 2023:

May 2023 Vessel Inspections:

No boats were inspected for seaworthiness in May due to customer schedule conflicts and/or availability.

Disposed:

- Boat Destroyed by Fire on 04/25/2023 – Mona Lisa – 533056 – To be disposed of in June 2023

Ongoing Inspections:

- OR430ZM (Kenneth Freeman) (B2, H4) – Inspection completed on 3/2/23. Ken plans to remove his boat from the Port before his moorage renewal of 8/03/23.
- Thor – OR886ABZ – (Randy Scott) (B2, O13) – On 5/08/23, Randy called to say he is leaving messages for a diesel mechanic to do repairs. Tentative vessel inspection has been set out to 7/17/23.

Currently Scheduling Upcoming Inspections for:

- Rhumba (Michael Maas) (B2, I-15)
  - Michael canceled 2 scheduled vessel inspections in the Month of March.
  - Left voice message acknowledging cancellation and stated that if vessel inspection is delayed until August 2023, his moorage will not be renewed.
  - Will attempt to schedule Rhumba's vessel inspection in June.

# SAFETY, SECURITY, AND ENVIRONMENTAL REPORT

---

**DATE:** June 21, 2023  
**RE:** May 2023  
**TO:** Travis Webster, Port Manager  
**ISSUED BY:** Danielle King, Safety, Security, & Environmental Coordinator

---

## SAFETY

- Port staff discussed how to be safe during tourist season, driving safely, and weedwacker safety.

## INCIDENTS

POBH recorded (5) incidents for the month of May bringing the year total to (22). Incidents included:

- J. Sloane had experienced an angry potential client who was asked to leave the salon but came back a few days later to harass the business. Salon Owner reported incident to the sheriffs, and Port staff watched security footage.
- Needle was found in front of the daily secured storage. Port staff properly picked up and disposed of the needle.
- An individual was caught dumpster diving in the RV Park. Port staff asked individual to leave.
- Port staff reported to Curry County Sheriffs regarding an individual that must have had an accident in the bathroom, who then removed their clothes, and was exposed in public. While on the phone with dispatch individual moved from sitting outside to the inside of their vehicle.
- Individual was panhandling in the commercial retail center. Port staff asked individual to leave.
- Moorage holder in Basin 1 caught on their personal camera someone getting on their vessel and take a case of Dr. Pepper and a megaphone.
- Lease Agreement, 11 pages
- Best Management Practices, 13 pages

## SECURITY

Four Aces Security Solutions and POBH recorded (52) security issues for the month of May bringing the year total to (143). Issues included:

- (20) Overnight parking tickets.
- (6) Unauthorized visitors on Port Property after hours
- (8) Parking Violations throughout the Port
- (13) Ticket Violations in Boat Launch Parking Lot
- (1) Unhitched Trailers
- (4) Parking Violations in the Boat Launch Parking Lot

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

- Monthly inspections were completed as required by our Stormwater Pollution Control Plan (SWPCP).
- Moorage holder was doing some engine maintenance and accidentally discharged their bilge into the marina. National Response Center was notified of incident.

**UPCOMING EVENTS**

<b>Date</b>	<b>Event</b>	<b>Location</b>	<b>Organizer</b>
June 10 & 24, July 8	Brookings Bodacious Bazaar	Boardwalk	Bruce Ellis
June 16 – 25	RV Show	Retail Parking Lot	Affordable Truck & RV
July 1 – 3	Slam N Salmon	Boardwalk	Crissy Cooper
July 4	Sky High 4 <sup>th</sup> of July	Boardwalk	Bruce Ellis
July 4	Fireworks Display	North Jetty, RV Park	Harbor Fire Association
July 22 – 23	Bigfoot Blues Festival	Boardwalk	Bruce Ellis



# FINANCIAL SUMMARY

**DATE:** June 21, 2023  
**RE:** Month End Report for May 2023  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** April Walker, Office Manager

## May 2023 Financial Report – Overview

### Balance Sheet

- Unrestricted Cash and Equivalents totaled \$387,463
- Restricted Cash and Equivalents totaled \$602,423
- Total Checking/Savings (cash) at \$1,101,441

### May Profit & Loss

- Total revenue for all funds was \$301,383
- Total expense was \$303,516.17
- The net income for May was (\$2,133)

May Program Revenues		May Program Expenditures		Net
Beachfront RV Park	\$70,199	\$15,389		\$54,810
Commercial / Retail	\$45,191	\$10,668		\$34,523
Fuel Dock	\$70,159	\$70,234		(\$75)
Marina	\$81,672	\$38,488		\$43,184
<b>Total General Fund</b>	<b>\$267,221</b>	<b>\$134,779</b>		<b>\$132,442</b>

### Budget Performance FY 2022-2023

- Total income for all funds is 58.3%, with general fund revenues at 84.1%
- Total expenditure for all funds is 48%, with general fund expenditure at 78.6%

### ATTACHMENTS

- Port Balance Sheet as of May 30, 2023, 2 pages
- Profit & Loss May 2023, 3 pages
- Profit & Loss General Fund May 2023, 2 pages
- Profit & Loss Budget Performance, FY July 2022 thru May 30, 2023, 4 pages
- May 2023 Check Register, 4 pages
- May 2023 ACH and Debit Card Payments, 3 pages
- Vendor Summary May 2023, 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).

# Port of Brookings Harbor Balance Sheet

Cash Basis

	May 31, 23
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
100 · UNRESTRICTED CASH & EQUIVALENTS	
101 · GENERAL FUND CHECKING & LGIP	
10103 · General Funds Ckg Umpqua 3634	187,713.49
10106 · General Fund LGIP 6017	154,140.80
10107 · Dredging LGIP 6254	43,489.64
Total 101 · GENERAL FUND CHECKING & LGIP	385,343.93
10101 · Petty Cash	409.00
10102 · COUNTER CASH	
10102.1 · Office/Reception Cash Drawer	400.00
10102.2 · RV Park Cash Drawer	510.00
10102.3 · Fuel Dock Cash Drawer	800.00
Total 10102 · COUNTER CASH	1,710.00
Total 100 · UNRESTRICTED CASH & EQUIVALENTS	387,462.93
110 · RESTRICTED CASH & EQUIVALENTS	
104 · RESTRICTED MONEY MKT & CHECKING	
20104 · USDA BOND Umpqua MM 9529	2,521.30
30104 · Debt Service Umpqua MM 8627	2,507.12
40104 · Capital Projects Umpqua 8018	2,500.00
Total 104 · RESTRICTED MONEY MKT & CHECKING	7,528.42
105 · RESTRICTED LGIP	
20105 · USDA Bond Fund LGIP 6021	91,098.49
30105 · IFA Debt Service Fund LGIP 6020	80,374.05
50105 · Reserve Fund LGIP 6018	420,472.23
70105 · Capital Projects LGIP 6273	
70105.2 · Port Construction Fund	217,109.38
70105 · Capital Projects LGIP 6273 - Other	-214,159.52
Total 70105 · Capital Projects LGIP 6273	2,949.86
Total 105 · RESTRICTED LGIP	594,894.63
Total 110 · RESTRICTED CASH & EQUIVALENTS	602,423.05
Total Checking/Savings	989,885.98
Accounts Receivable	
120 · ACCOUNTS RECEIVABLE	-33,294.12
Total Accounts Receivable	-33,294.12
Other Current Assets	
130 · DUE FROM TRANSFERS	
40130 · Due From Capital Projects	131,973.63
Total 130 · DUE FROM TRANSFERS	131,973.63
150 · Undeposited Funds	12,875.58
Total Other Current Assets	144,849.21
Total Current Assets	1,101,441.07
<b>TOTAL ASSETS</b>	<b>1,101,441.07</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
200 · ACCOUNTS PAYABLE	

## Port of Brookings Harbor Balance Sheet

Cash Basis

	May 31, 23
10201 · General Fund Accounts Payable	-223.20
Total 200 · ACCOUNTS PAYABLE	-223.20
Total Accounts Payable	-223.20
<b>Other Current Liabilities</b>	
100222 · Payroll Liabilities	
10222 · HealthCare Premium - Dependent	-619.81
10224 · SEP IRA	-18,053.75
Total 100222 · Payroll Liabilities	-18,673.56
10226 · Lodging Tax Payable	30,123.78
230 · DUE TO TRANSFERS	
40230 · Due To General Fund from CP	131,973.63
Total 230 · DUE TO TRANSFERS	131,973.63
Total Other Current Liabilities	143,423.85
Total Current Liabilities	143,200.65
Total Liabilities	143,200.65
<b>Equity</b>	
300 · Fund Balance	
301 · Unappropriated Balance	
10301 · General Fund Unappropriated Bal	532,465.33
20301 · Revenue Bond Unappropriate Bal	102,351.92
30301 · Debt Service Unappropriated Bal	22,758.51
40301 · Capital Project Unappropriated	40,430.77
50301 · Reserve Fund Unappropriated Bal	402,738.52
70301 · Port Const. Fund Unappropriated	569,448.67
Total 301 · Unappropriated Balance	1,670,193.72
302 · Appropriated Carryover	
10302 · General Fund Appropriated Carry	-532,465.33
20302 · Revenue Bond Appropriated Carry	-102,351.92
30302 · Debt Service Appropriated Carry	-22,758.51
40302 · Capital Proj Appropriated Carry	-40,430.77
50302 · Reserve Fund Appropriated Carry	-402,738.52
70302 · Port Const. Fund Appropriated	-569,448.67
Total 302 · Appropriated Carryover	-1,670,193.72
Total 300 · Fund Balance	0.00
Net Income	958,240.42
Total Equity	958,240.42
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,101,441.07</b>

Port of Brookings Harbor  
**Profit & Loss**  
 May 2023

	May 23
<b>Income</b>	
<b>400 · REVENUES</b>	
<b>401 · GENERAL FUND REVENUES</b>	
10412 · Property Tax Current	848.44
10413 · Property Tax Prior	162.15
10418 · Miscellaneous	126.28
<b>Total 401 · GENERAL FUND REVENUES</b>	<b>1,136.87</b>
<b>402 · GENERAL FUND PROGRAM REVENUES</b>	
<b>10421 · MARINA</b>	
<b>10421.2 · MOORAGE</b>	
10421.3 · Commercial Slip Rent	4,700.39
10421.4 · Recreational Slip Rent	45,457.10
10421.5 · Transient	1,562.99
10421.6 · Other Moorage	742.50
<b>Total 10421.2 · MOORAGE</b>	<b>52,462.98</b>
10422 · Boat Launch	1,390.00
<b>10423 · STORAGE</b>	
10423.1 · Gear Storage	7,187.10
10423.2 · Boat Storage	2,932.00
<b>Total 10423 · STORAGE</b>	<b>10,119.10</b>
10424 · ADMINISTRATIVE FEES	507.24
<b>10425 · MARINE SERVICES</b>	
10425.1 · Travelift	5,000.00
10425.2 · 12 K Telehandler	1,518.00
10425.3 · Other Sales & Fees	6,168.35
10425.4 · Public Hoist	2,735.75
<b>Total 10425 · MARINE SERVICES</b>	<b>15,422.10</b>
10426 · EVENTS ON PORT PROPERTY	5,479.00
<b>Total 10421 · MARINA</b>	<b>85,380.42</b>
<b>10427 · BEACHFRONT RV PARK</b>	
10427.1 · Space Rental	65,186.64
10427.2 · Other Sales & Fees	4,962.25
<b>Total 10427 · BEACHFRONT RV PARK</b>	<b>70,148.89</b>
<b>10428 · COMMERCIAL RETAIL</b>	
10428.1 · Retail Property	27,981.94
10428.2 · Docks	15,055.02
10428.3 · CPI and Other Fees	2,154.47
<b>Total 10428 · COMMERCIAL RETAIL</b>	<b>45,191.43</b>
10429 · FUEL DOCK	69,892.11
<b>Total 402 · GENERAL FUND PROGRAM REVENUES</b>	<b>270,612.85</b>
<b>420 · USDA REVENUE BOND FUND</b>	
20414 · Interest Revenue Bond Fund	0.02
20419 · Transfer to USDA Bond Fund	10,843.00
<b>Total 420 · USDA REVENUE BOND FUND</b>	<b>10,843.02</b>
<b>430 · DEBT SERVICE FUND REVENUE</b>	
30414 · Interest Debt Service Fund	186.41
30419 · Transfer to Debt Service Fund	57,793.71
<b>Total 430 · DEBT SERVICE FUND REVENUE</b>	<b>57,980.12</b>

**Port of Brookings Harbor**  
**Profit & Loss**  
**May 2023**

	May 23
450 · RESERVE FUND REVENUE	
50419 · Transfer to Reserve Fund	-44,000.00
<b>Total 450 · RESERVE FUND REVENUE</b>	<b>-44,000.00</b>
460 · DEBT SERV. RV PARK IMPROV. FUND	
60419 · Transfer OR FFC 2020 Debt Serv.	4,809.87
<b>Total 460 · DEBT SERV. RV PARK IMPROV. FUND</b>	<b>4,809.87</b>
<b>Total 400 · REVENUES</b>	<b>301,382.73</b>
<b>Total Income</b>	<b>301,382.73</b>
<b>Gross Profit</b>	<b>301,382.73</b>
<b>Expense</b>	
600 · GENERAL FUND EXPENDITURES	
10900 · Operating Transfers Out General	29,446.58
500 · PERSONNEL SERVICES	
10502 · Office Staff	38,874.05
10504 · Operations Staff	21,918.87
10506 · Overtime	1,334.00
10508 · Payroll Taxes/Costs/Benefits	
10508.1 · Paid Holidays	0.00
10508.2 · Sick Leave Benefit	789.12
10508.3 · Vacation	2,358.09
10508.4 · Payroll Taxes	6,828.55
<b>Total 10508 · Payroll Taxes/Costs/Benefits</b>	<b>9,975.76</b>
10510 · Health Care and Dental	10,442.12
<b>Total 500 · PERSONNEL SERVICES</b>	<b>82,544.80</b>
601 · GENERAL FUND Material & Service	
10601 · ADVERTISING & NOTIFICATIONS	1,171.11
10602 · REPAIRS & MAINTENANCE	
10602.1 · Equip. Repair/Maintenance	797.24
10602.2 · Supplies	7,878.55
10602.3 · Services	5,857.40
<b>Total 10602 · REPAIRS &amp; MAINTENANCE</b>	<b>14,533.19</b>
10603 · FUEL purchased for resale	65,227.70
10605 · UTILITIES	
10605.1 · Electric	10,374.53
10605.2 · RV Park Cable TV	976.10
10605.3 · Sanitary	3,269.74
10605.5 · Telecommunications	1,470.79
10605.6 · Waste Removal	5,296.90
10605.7 · Water	1,585.95
<b>Total 10605 · UTILITIES</b>	<b>22,974.01</b>
10606 · OFFICE EXPENSE	900.82
10607 · BANK SERVICE & FINANCE FEES	2,652.68
10609 · PERMITS, LICENSES, TAXES & MISC	512.88
10610 · INSURANCE; PROP & CAS, BOND	11,681.75
10611 · PROFESSIONAL FEES	
10611.2 · Attorney	1,938.00
10611.3 · Engineering	13,232.50
10611.4 · Other Support/Consultant	2,769.07
<b>Total 10611 · PROFESSIONAL FEES</b>	<b>17,939.57</b>
<b>Total 601 · GENERAL FUND Material &amp; Service</b>	<b>137,593.71</b>
<b>Total 600 · GENERAL FUND EXPENDITURES</b>	<b>249,585.09</b>

**Port of Brookings Harbor**  
**Profit & Loss**  
 May 2023

	May 23
630 · DEBT SERVICE FUND EXPENDITURES	
801 · Principal	
30803P · 50 BFMII Travelift Principal	4,431.68
30804P · 2018 Genie Forklift Principal	1,280.32
Total 801 · Principal	5,712.00
810 · Interest Payments	
30813I · 50 BFMII Travelift Interest	227.32
30814I · 2018 Genie Forklift Interest	184.39
Total 810 · Interest Payments	411.71
Total 630 · DEBT SERVICE FUND EXPENDITURES	6,123.71
640 · CAPT. PROJ. EXPENDITURES	
740 · CAPT. PROJ. CAPITAL OUTLAY	
40702 · Land Improvement - Capt Proj	
40702.1 · Engineering/Consultants	5,270.00
Total 40702 · Land Improvement - Capt Proj	5,270.00
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	5,270.00
Total 640 · CAPT. PROJ. EXPENDITURES	5,270.00
660 · DEBT SERV. RV PARK EXPENDITURES	
60806P · RV Park Improv. Loan Principal	3,320.92
60815I · RV Park Improv. Loan Interest	1,488.95
Total 660 · DEBT SERV. RV PARK EXPENDITURES	4,809.87
670 · PORT CONST FUND EXPENDITURES	
70100 · PORT CONST. CAPITAL OUTLAY	
70700 · Land Improvement - Port Const.	
70701.3 · Services	37,727.50
Total 70700 · Land Improvement - Port Const.	37,727.50
Total 70100 · PORT CONST. CAPITAL OUTLAY	37,727.50
Total 670 · PORT CONST FUND EXPENDITURES	37,727.50
Total Expense	303,516.17
Net Income	-2,133.44

8:21 AM  
 06/07/23  
 Cash Basis

**Port of Brookings Harbor**  
**Profit & Loss General Fund**  
 May 2023

	BEACHFRONT RV P... (GENERAL FUND)	COMMERCIAL RETA... (GENERAL FUND)	FUEL DOCK (GENERAL FUND)	MARINA (GENERAL FUND)	Total GENERAL FUND	TOTAL
<b>Income</b>						
400 · REVENUES						
402 · GENERAL FUND PROGRAM REVENUES						
10421 · MARINA						
10421.2 · MOORAGE						
10421.3 · Commercial Slip Rent	0.00	0.00	0.00	4,700.39	4,700.39	4,700.39
10421.4 · Recreational Slip Rent	0.00	0.00	0.00	42,531.45	42,531.45	42,531.45
10421.5 · Transient	0.00	0.00	732.78	830.21	1,562.99	1,562.99
10421.6 · Other Moorage	0.00	0.00	0.00	742.50	742.50	742.50
<b>Total 10421.2 · MOORAGE</b>	<b>0.00</b>	<b>0.00</b>	<b>732.78</b>	<b>48,804.55</b>	<b>49,537.33</b>	<b>49,537.33</b>
10422 · Boat Launch	0.00	0.00	0.00	1,390.00	1,390.00	1,390.00
10423 · STORAGE						
10423.1 · Gear Storage	0.00	0.00	0.00	7,187.10	7,187.10	7,187.10
10423.2 · Boat Storage	0.00	0.00	0.00	2,932.00	2,932.00	2,932.00
<b>Total 10423 · STORAGE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,119.10</b>	<b>10,119.10</b>	<b>10,119.10</b>
10424 · ADMINISTRATIVE FEES	50.00	0.00	0.00	457.24	507.24	507.24
10425 · MARINE SERVICES						
10425.1 · Travellift	0.00	0.00	0.00	5,000.00	5,000.00	5,000.00
10425.2 · 12 K Telehandler	0.00	0.00	0.00	1,518.00	1,518.00	1,518.00
10425.3 · Other Sales & Fees	0.00	0.00	0.00	6,168.35	6,168.35	6,168.35
10425.4 · Public Hoist	0.00	0.00	0.00	2,735.75	2,735.75	2,735.75
<b>Total 10425 · MARINE SERVICES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,422.10</b>	<b>15,422.10</b>	<b>15,422.10</b>
10426 · EVENTS ON PORT PROPERTY	0.00	0.00	0.00	5,479.00	5,479.00	5,479.00
<b>Total 10421 · MARINA</b>	<b>50.00</b>	<b>0.00</b>	<b>732.78</b>	<b>81,671.99</b>	<b>82,454.77</b>	<b>82,454.77</b>
10427 · BEACHFRONT RV PARK						
10427.1 · Space Rental	65,186.64	0.00	0.00	0.00	65,186.64	65,186.64
10427.2 · Other Sales & Fees	4,962.25	0.00	0.00	0.00	4,962.25	4,962.25
<b>Total 10427 · BEACHFRONT RV PARK</b>	<b>70,148.89</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>70,148.89</b>	<b>70,148.89</b>
10428 · COMMERCIAL RETAIL						
10428.1 · Retail Property	0.00	27,981.94	0.00	0.00	27,981.94	27,981.94
10428.2 · Docks	0.00	15,055.02	0.00	0.00	15,055.02	15,055.02
10428.3 · CPI and Other Fees	0.00	2,154.47	0.00	0.00	2,154.47	2,154.47
<b>Total 10428 · COMMERCIAL RETAIL</b>	<b>0.00</b>	<b>45,191.43</b>	<b>0.00</b>	<b>0.00</b>	<b>45,191.43</b>	<b>45,191.43</b>
10429 · FUEL DOCK	0.00	0.00	69,426.48	0.00	69,426.48	69,426.48
<b>Total 402 · GENERAL FUND PROGRAM REVENUES</b>	<b>70,198.89</b>	<b>45,191.43</b>	<b>70,159.26</b>	<b>81,671.99</b>	<b>267,221.57</b>	<b>267,221.57</b>
<b>Total 400 · REVENUES</b>	<b>70,198.89</b>	<b>45,191.43</b>	<b>70,159.26</b>	<b>81,671.99</b>	<b>267,221.57</b>	<b>267,221.57</b>
<b>Total Income</b>	<b>70,198.89</b>	<b>45,191.43</b>	<b>70,159.26</b>	<b>81,671.99</b>	<b>267,221.57</b>	<b>267,221.57</b>
<b>Gross Profit</b>	<b>70,198.89</b>	<b>45,191.43</b>	<b>70,159.26</b>	<b>81,671.99</b>	<b>267,221.57</b>	<b>267,221.57</b>
<b>Expense</b>						
600 · GENERAL FUND EXPENDITURES						

55

**Port of Brookings Harbor  
Profit & Loss General Fund  
May 2023**

	BEACHFRONT RV P... (GENERAL FUND)	COMMERCIAL RETA... (GENERAL FUND)	FUEL DOCK (GENERAL FUND)	MARINA (GENERAL FUND)	Total GENERAL FUND	TOTAL
<b>500 · PERSONNEL SERVICES</b>						
10510 · Health Care and Dental	2,811.36	2,811.34	2,811.34	2,008.08	10,442.12	10,442.12
<b>Total 500 · PERSONNEL SERVICES</b>	<b>2,811.36</b>	<b>2,811.34</b>	<b>2,811.34</b>	<b>2,008.08</b>	<b>10,442.12</b>	<b>10,442.12</b>
<b>601 · GENERAL FUND Material &amp; Service</b>						
10601 · ADVERTISING & NOTIFICATIONS	1,091.53	26.52	26.53	26.53	1,171.11	1,171.11
<b>10602 · REPAIRS &amp; MAINTENANCE</b>						
10602.1 · Equip. Repair/Maintenance	0.00	0.00	0.00	797.24	797.24	797.24
10602.2 · Supplies	1,519.72	1,023.38	692.27	4,819.82	7,855.19	7,855.19
10602.3 · Services	1,193.25	953.25	26.25	3,684.85	5,857.40	5,857.40
<b>Total 10602 · REPAIRS &amp; MAINTENANCE</b>	<b>2,712.97</b>	<b>1,976.63</b>	<b>718.52</b>	<b>9,101.71</b>	<b>14,509.83</b>	<b>14,509.83</b>
10603 · FUEL purchased for resale	0.00	0.00	65,227.70	0.00	65,227.70	65,227.70
<b>10605 · UTILITIES</b>						
10605.1 · Electric	1,382.58	476.01	99.75	8,416.19	10,374.53	10,374.53
10605.2 · RV Park Cable TV	976.10	0.00	0.00	0.00	976.10	976.10
10605.3 · Sanitary	551.08	1,414.63	33.14	1,270.89	3,269.74	3,269.74
10605.5 · Telecommunications	404.81	91.96	137.92	836.10	1,470.79	1,470.79
10605.6 · Waste Removal	687.17	0.00	0.00	4,609.73	5,296.90	5,296.90
10605.7 · Water	214.70	229.13	26.00	1,116.12	1,585.95	1,585.95
<b>Total 10605 · UTILITIES</b>	<b>4,216.44</b>	<b>2,211.73</b>	<b>296.81</b>	<b>16,249.03</b>	<b>22,974.01</b>	<b>22,974.01</b>
10606 · OFFICE EXPENSE	252.23	216.22	216.21	216.16	900.82	900.82
10607 · BANK SERVICE & FINANCE FEES	2,652.23	0.00	0.00	0.00	2,652.23	2,652.23
10609 · PERMITS, LICENSES, TAXES & MISC	46.25	46.25	334.24	86.14	512.88	512.88
10610 · INSURANCE; PROP & CAS, BOND	979.60	2,222.67	176.00	8,303.48	11,681.75	11,681.75
<b>10611 · PROFESSIONAL FEES</b>						
10611.2 · Attorney	302.25	1,031.25	302.25	302.25	1,938.00	1,938.00
10611.4 · Other Support/Consultant	324.04	125.03	124.98	2,195.02	2,769.07	2,769.07
<b>Total 10611 · PROFESSIONAL FEES</b>	<b>626.29</b>	<b>1,156.28</b>	<b>427.23</b>	<b>2,497.27</b>	<b>4,707.07</b>	<b>4,707.07</b>
<b>Total 601 · GENERAL FUND Material &amp; Service</b>	<b>12,577.54</b>	<b>7,856.30</b>	<b>67,423.24</b>	<b>36,480.32</b>	<b>124,337.40</b>	<b>124,337.40</b>
<b>Total 600 · GENERAL FUND EXPENDITURES</b>	<b>15,388.90</b>	<b>10,667.64</b>	<b>70,234.58</b>	<b>38,488.40</b>	<b>134,779.52</b>	<b>134,779.52</b>
<b>Total Expense</b>	<b>15,388.90</b>	<b>10,667.64</b>	<b>70,234.58</b>	<b>38,488.40</b>	<b>134,779.52</b>	<b>134,779.52</b>
<b>Net Income</b>	<b>54,809.99</b>	<b>34,523.79</b>	<b>-75.32</b>	<b>43,183.59</b>	<b>132,442.05</b>	<b>132,442.05</b>

516



**Port of Brookings Harbor**  
**Profit & Loss Budget Performance FY 2022-2023**  
 July 2022 through May 2023

	Jul '22 - May 23	Budget	% of Budget
<b>Income</b>			
<b>400 · REVENUES</b>			
<b>401 · GENERAL FUND REVENUES</b>			
10411 · Cash Carry Over	337,247.33	490,000.00	68.8%
10412 · Property Tax Current	262,243.98	250,000.00	104.9%
10413 · Property Tax Prior	8,401.22	10,000.00	84.0%
10414 · Interest General Fund	4,467.92	2,000.00	223.4%
10417 · Assets Sales	174,236.00	10,000.00	1,742.4%
10418 · Miscellaneous	60,753.42	66,000.00	92.1%
10420 · Grants & Other Funding - GF	50,000.00	20,000.00	250.0%
<b>Total 401 · GENERAL FUND REVENUES</b>	<b>897,349.87</b>	<b>848,000.00</b>	<b>105.8%</b>
<b>402 · GENERAL FUND PROGRAM REVENUES</b>			
<b>10421 · MARINA</b>			
<b>10421.2 · MOORAGE</b>			
10421.3 · Commercial Slip Rent	152,999.02		
10421.4 · Recreational Slip Rent	331,507.63		
10421.5 · Transient	9,426.92	0.00	100.0%
10421.6 · Other Moorage	10,972.50		
<b>Total 10421.2 · MOORAGE</b>	<b>504,906.07</b>	<b>0.00</b>	<b>100.0%</b>
<b>10422 · Boat Launch</b>			
10423 · STORAGE	24,634.00		
10423.1 · Gear Storage	65,854.34		
10423.2 · Boat Storage	29,558.00		
<b>Total 10423 · STORAGE</b>	<b>95,412.34</b>		
<b>10424 · ADMINISTRATIVE FEES</b>			
10425 · MARINE SERVICES	6,468.98	0.00	100.0%
10425.1 · Travelift	39,250.00	0.00	100.0%
10425.2 · 12 K Telehandler	8,226.00	0.00	100.0%
10425.3 · Other Sales & Fees	31,274.38		
10425.4 · Public Hoist	4,747.70		
10425 · MARINE SERVICES - Other	0.00	0.00	0.0%
<b>Total 10425 · MARINE SERVICES</b>	<b>83,498.08</b>	<b>0.00</b>	<b>100.0%</b>
<b>10426 · EVENTS ON PORT PROPERTY</b>			
10421 · MARINA - Other	8,645.00		
	0.00	842,000.00	0.0%
<b>Total 10421 · MARINA</b>	<b>723,564.47</b>	<b>842,000.00</b>	<b>85.9%</b>
<b>10427 · BEACHFRONT RV PARK</b>			
10427.1 · Space Rental	582,142.85	0.00	100.0%
10427.2 · Other Sales & Fees	47,082.93	0.00	100.0%
10427 · BEACHFRONT RV PARK - Other	0.00	800,000.00	0.0%
<b>Total 10427 · BEACHFRONT RV PARK</b>	<b>629,225.78</b>	<b>800,000.00</b>	<b>78.7%</b>
<b>10428 · COMMERCIAL RETAIL</b>			
10428.1 · Retail Property	311,442.51	0.00	100.0%
10428.2 · Docks	177,474.07	0.00	100.0%
10428.3 · CPI and Other Fees	46,540.38	0.00	100.0%
10428 · COMMERCIAL RETAIL - Other	0.00	635,000.00	0.0%
<b>Total 10428 · COMMERCIAL RETAIL</b>	<b>535,456.96</b>	<b>635,000.00</b>	<b>84.3%</b>
<b>10429 · FUEL DOCK</b>			
	908,491.31	1,050,000.00	86.5%
<b>Total 402 · GENERAL FUND PROGRAM REVENUES</b>	<b>2,796,738.52</b>	<b>3,327,000.00</b>	<b>84.1%</b>
<b>420 · USDA REVENUE BOND FUND</b>			
20411 · Cash Carry Over - USDA Revenue	102,841.78	102,820.00	100.0%
20414 · Interest Revenue Bond Fund	1,625.01	840.00	193.5%
20419 · Transfer to USDA Bond Fund	119,273.00	130,120.00	91.7%
<b>Total 420 · USDA REVENUE BOND FUND</b>	<b>223,739.79</b>	<b>233,780.00</b>	<b>95.7%</b>

Port of Brookings Harbor  
**Profit & Loss Budget Performance FY 2022-2023**  
July 2022 through May 2023

	Jul '22 - May 23	Budget	% of Budget
<b>430 · DEBT SERVICE FUND REVENUE</b>			
30411 · Cash Carry Over - Debt Service	23,094.07	23,100.00	100.0%
30414 · Interest Debt Service Fund	1,243.92	616.00	201.9%
30419 · Transfer to Debt Service Fund	351,545.81	391,484.00	89.8%
<b>Total 430 · DEBT SERVICE FUND REVENUE</b>	<b>375,883.80</b>	<b>415,200.00</b>	<b>90.5%</b>
<b>440 · CAPITAL PROJECTS FUND REVENUE</b>			
40411 · Cash Carry Over - Capt Proj	0.00	2,500.00	0.0%
40416 · Government Funding			
40416.2 · FEMA Funding	66,460.92	3,580,000.00	1.9%
40416.3 · State Lottery Funding	0.00	0.00	0.0%
<b>Total 40416 · Government Funding</b>	<b>66,460.92</b>	<b>3,580,000.00</b>	<b>1.9%</b>
40419 · Transfer to Capital Project	0.00	0.00	0.0%
<b>Total 440 · CAPITAL PROJECTS FUND REVENUE</b>	<b>66,460.92</b>	<b>3,582,500.00</b>	<b>1.9%</b>
<b>450 · RESERVE FUND REVENUE</b>			
50411 · Cash Carry Over - Reserve Fund	215,799.89	215,700.00	100.0%
50414 · Interest Reserve Fund	8,436.34	1,500.00	562.4%
50419 · Transfer to Reserve Fund	196,236.00	26,000.00	754.8%
<b>Total 450 · RESERVE FUND REVENUE</b>	<b>420,472.23</b>	<b>243,200.00</b>	<b>172.9%</b>
<b>460 · DEBT SERV. RV PARK IMPROV. FUND</b>			
60419 · Transfer OR FFC 2020 Debt Serv.	52,908.57	57,720.00	91.7%
<b>Total 460 · DEBT SERV. RV PARK IMPROV. FUND</b>	<b>52,908.57</b>	<b>57,720.00</b>	<b>91.7%</b>
<b>470 · PORT CONSTRUCTION FUND REVENUE</b>			
70411 · Cash Carry Over - Port Const.	574,018.64	572,000.00	100.4%
70414 · Interest Port Construction Fund	5,832.70	1,170.00	498.5%
<b>Total 470 · PORT CONSTRUCTION FUND REVE...</b>	<b>579,851.34</b>	<b>573,170.00</b>	<b>101.2%</b>
<b>Total 400 · REVENUES</b>	<b>5,413,405.04</b>	<b>9,280,570.00</b>	<b>58.3%</b>
<b>Total Income</b>	<b>5,413,405.04</b>	<b>9,280,570.00</b>	<b>58.3%</b>
<b>Gross Profit</b>	<b>5,413,405.04</b>	<b>9,280,570.00</b>	<b>58.3%</b>
<b>Expense</b>			
<b>600 · GENERAL FUND EXPENDITURES</b>			
10900 · Operating Transfers Out General	719,963.38	605,324.00	118.9%
<b>500 · PERSONNEL SERVICES</b>			
10502 · Office Staff	231,748.25	289,000.00	80.2%
10504 · Operations Staff	203,425.39	267,800.00	76.0%
10506 · Overtime	9,398.42	8,000.00	117.5%
10508 · Payroll Taxes/Costs/Benefits			
10508.1 · Paid Holidays	12,977.56	0.00	100.0%
10508.2 · Sick Leave Benefit	4,829.99	0.00	100.0%
10508.3 · Vacation	29,800.22	0.00	100.0%
10508.4 · Payroll Taxes	49,750.57	0.00	100.0%
10508.5 · SEP Retirement	25,747.07		
10508 · Payroll Taxes/Costs/Benefits - Other	0.00	193,300.00	0.0%
<b>Total 10508 · Payroll Taxes/Costs/Benefits</b>	<b>123,105.41</b>	<b>193,300.00</b>	<b>63.7%</b>
10510 · Health Care and Dental	87,638.63	106,600.00	82.2%
10512 · Workers Compensation	20,639.83	22,000.00	93.8%
<b>Total 500 · PERSONNEL SERVICES</b>	<b>675,955.93</b>	<b>886,700.00</b>	<b>76.2%</b>
<b>601 · GENERAL FUND Material &amp; Service</b>			
10601 · ADVERTISING & NOTIFICATIONS	4,734.06	5,624.00	84.2%
10602 · REPAIRS & MAINTENANCE			
10602.1 · Equip. Repair/Maintenance	33,250.80	0.00	100.0%
10602.2 · Supplies	136,210.66	0.00	100.0%
10602.3 · Services	166,313.41	0.00	100.0%

**Port of Brookings Harbor  
Profit & Loss Budget Performance FY 2022-2023**

July 2022 through May 2023

	Jul '22 - May 23	Budget	% of Budget
10602 · REPAIRS & MAINTENANCE - Other	0.00	635,490.00	0.0%
<b>Total 10602 · REPAIRS &amp; MAINTENANCE</b>	<b>335,774.87</b>	<b>635,490.00</b>	<b>52.8%</b>
10603 · FUEL purchased for resale	781,014.89	924,000.00	84.5%
10605 · UTILITIES			
10605.1 · Electric	89,667.93	0.00	100.0%
10605.2 · RV Park Cable TV	6,450.80	0.00	100.0%
10605.3 · Sanitary	40,603.07	0.00	100.0%
10605.5 · Telecommunications	13,454.40	0.00	100.0%
10605.6 · Waste Removal	73,739.58	0.00	100.0%
10605.7 · Water	18,142.46	0.00	100.0%
10605 · UTILITIES - Other	0.00	379,164.00	0.0%
<b>Total 10605 · UTILITIES</b>	<b>242,058.24</b>	<b>379,164.00</b>	<b>63.8%</b>
10606 · OFFICE EXPENSE	19,635.10	51,032.00	38.5%
10607 · BANK SERVICE & FINANCE FEES	48,311.78	64,134.00	75.3%
10608 · TRAINING & TRAVEL	3,249.50	8,453.00	38.4%
10609 · PERMITS, LICENSES, TAXES & MISC	52,099.27	46,089.00	113.0%
10610 · INSURANCE; PROP & CAS, BOND	120,822.23	126,314.00	95.7%
10611 · PROFESSIONAL FEES			
10611.1 · Accounting/Auditing	23,825.00	0.00	100.0%
10611.2 · Attorney	93,362.57	0.00	100.0%
10611.3 · Engineering	85,350.87	0.00	100.0%
10611.4 · Other Support/Consultant	20,521.13	0.00	100.0%
10611 · PROFESSIONAL FEES - Other	0.00	175,000.00	0.0%
<b>Total 10611 · PROFESSIONAL FEES</b>	<b>223,059.57</b>	<b>175,000.00</b>	<b>127.5%</b>
<b>Total 601 · GENERAL FUND Material &amp; Service</b>	<b>1,830,759.51</b>	<b>2,415,300.00</b>	<b>75.8%</b>
710 · GENERAL FUND CAPITAL OUTLAY			
10702 · Land Improvements	28,953.75		
10704 · Equipment	7,105.73	0.00	100.0%
710 · GENERAL FUND CAPITAL OUTLAY - Other	0.00	25,000.00	0.0%
<b>Total 710 · GENERAL FUND CAPITAL OUTLAY</b>	<b>36,059.48</b>	<b>25,000.00</b>	<b>144.2%</b>
920 · OPERATING CONTINGENCY	0.00	217,676.00	0.0%
<b>Total 600 · GENERAL FUND EXPENDITURES</b>	<b>3,262,738.30</b>	<b>4,150,000.00</b>	<b>78.6%</b>
620 · USDA REVENUE BOND EXPENDITURES			
20801P · USDA Revenue Bond Principal	83,913.19	83,913.00	100.0%
20810I · USDA Revenue Bond Interest	46,206.81	46,207.00	100.0%
<b>Total 620 · USDA REVENUE BOND EXPENDITURES</b>	<b>130,120.00</b>	<b>130,120.00</b>	<b>100.0%</b>
630 · DEBT SERVICE FUND EXPENDITURES			
30802P · IFA PRINCIPAL			
30802.1 · OBDD #520139/Boardwalk Prin	11,380.38	0.00	100.0%
30802.2 · OBDD #525172/RV Park Prin.	10,262.76	0.00	100.0%
30802.3 · OBDD #525176/Green Bldg Prn	18,072.27	0.00	100.0%
30802.4 · OBDD #525181/EurekaFish Prn	11,738.94	0.00	100.0%
30802.5 · SPWF #L02009/Cold Strg Prin	166,990.86	0.00	100.0%
30802.8 · SPWF L02001/MarineFuel Dock Prn	0.00	0.00	0.0%
30802.9 · SPWF X03004/Eureka Fishery Prin	14,054.79	0.00	100.0%
30802P · IFA PRINCIPAL - Other	0.00	318,000.00	0.0%
<b>Total 30802P · IFA PRINCIPAL</b>	<b>232,500.00</b>	<b>318,000.00</b>	<b>73.1%</b>
801 · Principal			
30803P · 50 BFMII Travelift Principal	48,420.97	53,293.00	90.9%
30804P · 2018 Genie Forklift Principal	13,968.38	15,374.00	90.9%
<b>Total 801 · Principal</b>	<b>62,389.35</b>	<b>68,667.00</b>	<b>90.9%</b>
810 · Interest Payments			
30813I · 50 BFMII Travelift Interest	2,828.03	2,623.00	107.8%

**Port of Brookings Harbor**  
**Profit & Loss Budget Performance FY 2022-2023**  
 July 2022 through May 2023

	Jul '22 - May 23	Budget	% of Budget
30814I · 2018 Genie Forklift Interest	2,143.43	2,210.00	97.0%
Total 810 · Interest Payments	4,971.46	4,833.00	102.9%
Total 630 · DEBT SERVICE FUND EXPENDITURES	299,860.81	391,500.00	76.6%
640 · CAPT. PROJ. EXPENDITURES			
40602 · Materials & Services Capt Proj	0.00	0.00	0.0%
740 · CAPT. PROJ. CAPITAL OUTLAY			
40702 · Land Improvement - Capt Proj			
40702.1 · Engineering/Consultants	66,352.00	0.00	100.0%
40702.2 · Supplies	0.00	0.00	0.0%
40702 · Land Improvement - Capt Proj - Other	0.00	3,580,000.00	0.0%
Total 40702 · Land Improvement - Capt Proj	66,352.00	3,580,000.00	1.9%
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	66,352.00	3,580,000.00	1.9%
Total 640 · CAPT. PROJ. EXPENDITURES	66,352.00	3,580,000.00	1.9%
650 · RESERVE FUND EXPENDITURES			
50200 · RESERVE for FUTURE EXPENDITURE	0.00	243,200.00	0.0%
Total 650 · RESERVE FUND EXPENDITURES	0.00	243,200.00	0.0%
660 · DEBT SERV. RV PARK EXPENDITURES			
60806P · RV Park Improv. Loan Principal	36,408.69	39,900.00	91.2%
60815I · RV Park Improv. Loan Interest	16,499.88	17,820.00	92.6%
Total 660 · DEBT SERV. RV PARK EXPENDITURES	52,908.57	57,720.00	91.7%
670 · PORT CONST FUND EXPENDITURES			
70100 · PORT CONST. CAPITAL OUTLAY			
70700 · Land Improvement - Port Const.			
70701.3 · Services	643,184.94		
70700 · Land Improvement - Port Const. - Ot...	0.00	0.00	0.0%
Total 70700 · Land Improvement - Port Const.	643,184.94	0.00	100.0%
70100 · PORT CONST. CAPITAL OUTLAY - Other	0.00	573,170.00	0.0%
Total 70100 · PORT CONST. CAPITAL OUTLAY	643,184.94	573,170.00	112.2%
Total 670 · PORT CONST FUND EXPENDITURES	643,184.94	573,170.00	112.2%
930 · Fund Balances			
10930 · Unappropriated Balance GF	0.00	25,000.00	0.0%
20930 · Unappropriated Balance-USDA	0.00	103,660.00	0.0%
30930 · Unappropriated Balance Debt	0.00	23,700.00	0.0%
40930 · Unappropriated Balance Capt Pro	0.00	2,500.00	0.0%
Total 930 · Fund Balances	0.00	154,860.00	0.0%
Total Expense	4,455,164.62	9,280,570.00	48.0%
Net Income	958,240.42	0.00	100.0%

Port of Brookings Harbor

Check Registers

As of May 31, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
<b>100 · UNRESTRICTED CASH &amp; EQUIVALENTS</b>						
<b>101 · GENERAL FUND CHECKING &amp; LGIP</b>						
<b>10103 · General Funds Ckg Umpqua 3634</b>						
Sales Tax Pay...	AJCH DEBIT	05/02/2023	Oregon Lodging Tax	BIN: 0294055-3 (1st QTR 2023 Lodging Taxes)		703.75
Bill Pmt -Check	ACH DEBIT	05/01/2023	Chevron Business Card	Account #: 0496007075666 Fuel Purchases for Port Vehicles/Equipment		802.76
Bill Pmt -Check	ACH DEBIT	05/05/2023	US Bank Equipment Finance	Contract No. 500-0623925-000 RICOH IMC6000 Copier		223.20
Bill Pmt -Check	ACH DEBIT	05/04/2023	Spectrum Business 8752 19 060 0251369	Internet & Voice for Port Shop Offices 04/17/23 - 05/16/23		132.97
Bill Pmt -Check	ACH DEBIT	05/06/2023	Spectrum Business 8752 19 060 0247029	Internet & Voice for Port Meeting Room 04/19/23 - 05/18/23		124.98
Bill Pmt -Check	ACH DEBIT	05/17/2023	Zipty Fiber 541-412-7930-102902-5	541-412-7930-102902-5 Fuel Dock Telephone		45.95
Sales Tax Pay...	ACH DEBIT	05/02/2023	Oregon Lodging Tax	BIN: 0294055-3		306.91
Bill Pmt -Check	ACH DEBIT	05/22/2023	Zipty Fiber 541-469-5867-121516-5	541-469-5867-121516-5 Beachfront RV Park		83.82
Bill Pmt -Check	ACH DEBIT	05/03/2023	Miller Nash LLP	Legal Services		1,548.00
Bill Pmt -Check	ACH DEBIT	05/08/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		3,458.73
Check	ACH DEBIT	05/12/2023	ADP	Advice of Debit 632513882 Payroll Date: 5/3/2023		158.11
Bill Pmt -Check	ACH DEBIT	05/18/2023	VERIZON WIRELESS	Account#742050310-00001 Mobile Phones for Staff		451.58
Bill Pmt -Check	ACH DEBIT	05/03/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		11,583.04
Bill Pmt -Check	ACH DEBIT	05/09/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		13,991.69
Bill Pmt -Check	ACH DEBIT	05/08/2023	Firefly Reservations	Beachfront RV Park reservation system		235.00
Bill Pmt -Check	ACH DEBIT	05/22/2023	Spectrum Business 8752 19 060 0226494	Internet for Port Office 05/05/2022 - 06/04/2023		109.98
Bill Pmt -Check	ACH DEBIT	05/28/2023	Spectrum Business 8752 19 060 0025169	8752 19 060 0025169-Beachfront RV Internet		228.99
Bill Pmt -Check	ACH DEBIT	05/17/2023	Chevron Business Card	Account #: 0496007075666 Fuel Purchases for Port Vehicles/Equipment		637.48
Bill Pmt -Check	ACH DEBIT	05/19/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		12,267.65
Check	ACH DEBIT	05/26/2023	ADP	Advice of Debit 633613612 Payroll Date: 5/17/2023		158.11
Check	ACH DEBIT	05/26/2023	ADP	Advice of Debit 633852173 ezLaborManager/ADP 300 Timeclock (3 Timeclocks)		183.85
Bill Pmt -Check	ACH DEBIT	05/19/2023	Pacific Office Automation	Customer # 507410 Copier Lease & Maintenance		271.63
Bill Pmt -Check	ACH DEBIT	05/23/2023	Miller Nash LLP	Legal Services		390.00
Bill Pmt -Check	ACH DEBIT	05/23/2023	Zoom Video Communications Inc.	Account#113208511 Standard Pro Monthly Service		15.99
Check	ACH DEBIT	05/30/2023	BL/ RV Park	Refund for RV Park (ACH DEBIT)		123.18
Bill Pmt -Check	ACH DEBIT	05/30/2023	bluebeam.com	Annual Subscription to Bluebeam software for Project Manager		300.00
Bill Pmt -Check	ACH DEBIT	05/24/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		9,492.13
Bill Pmt -Check	ACH DEBIT	05/30/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		14,434.46
Bill Pmt -Check	ATM DEBIT	05/28/2023	Microsoft	1 YEAR SUBSCRIPTION TO MICROSOFT FOR NEW COMPUTER		99.00
Bill Pmt -Check	ATM DEBIT	05/02/2023	SPATCO	FUEL FILTERS		311.53
Bill Pmt -Check	ATM DEBIT	05/01/2023	Rentprep Enterprise/Fidelis Screening	2 BACKGROUND CHECKS FOR MOORAGE APPLICATIONS		39.90
Bill Pmt -Check	ATM DEBIT	05/02/2023	Anchorside Printing	CUSTOM RV PARKING PASSES		78.25
Sales Tax Pay...	ATM DEBIT	05/02/2023	Curry County TLT	Curry County Lodging Tax		3,284.18
Bill Pmt -Check	ATM DEBIT	05/04/2023	SPATCO	FUEL FILTERS		300.20
Bill Pmt -Check	ATM DEBIT	05/05/2023	Microsoft	Microsoft 365 Annual Subscription for April's Computer		69.99
Bill Pmt -Check	ATM DEBIT	05/05/2023	Microsoft	ANNUAL MICROSOFT 365 SUBSCRIPTION FOR DANIELLE KING		69.99
Bill Pmt -Check	ATM DEBIT	05/05/2023	FRED MEYER	SYMPATHY CARDS FOR MOORAGE HOLDERS		23.36
Bill Pmt -Check	ATM DEBIT	05/02/2023	Curry County TLT	Curry County Lodging Tax		82.10
Bill Pmt -Check	ATM DEBIT	05/09/2023	Dish Network	ACCOUNT#8255707024149507		976.10
Bill Pmt -Check	ATM DEBIT	05/15/2023	SUPPLYHOUSE.COM	REPLACEMENT PARTS FOR RV ELECTRIC PEDESTALS		36.75
Bill Pmt -Check	ATM DEBIT	05/15/2023	EBay	ELECTRIC PRESSURE WASHER REPLACEMENT PARTS		25.50
Bill Pmt -Check	ATM DEBIT	05/15/2023	Oregon Department of Agriculture	Annual Licenses - Fuel Dock Meter Pumps - Confirmation ODAODA000143741		288.00
Bill Pmt -Check	ATM DEBIT	05/29/2023	Vonage	Account#175698		292.52
Check	DEBIT	05/03/2023	TD Ameritrade	Employer Contribution 5/3/2023 Confirmation AB4C5T9I		205.53
Check	DEBIT	05/03/2023	Edward Jones	Employer Contribution 5/3/2023 Confirmation 9B4C5T9I		228.57
Check	DEBIT	05/03/2023	Edward Jones	Employer Contribution 5/3/2023 Confirmation PBEC5T9I		197.63
Check	DEBIT	05/03/2023	Edward Jones	Employer Contribution 5/3/2023 Confirmation RB4C5T9I		41.18
Check	DEBIT	05/03/2023	Edward Jones	Employer Contribution 5/3/2023 Confirmation TBEC5T9I		156.15
Check	DEBIT	05/03/2023	Edward Jones	Employer Contribution 5/3/2023 Confirmation CB4C5T9I		147.69
Check	DEBIT	05/03/2023	Edward Jones	Employer Contribution 5/3/2023 Confirmation 1B4C5T9I		153.11
Check	DEBIT	05/03/2023	Edward Jones	Employer Contribution 5/3/2023 Confirmation QBEC5T9I		365.44
Check	DEBIT	05/03/2023	Edward Jones	Employer Contribution 5/3/2023 Confirmation SBEC5T9I		140.92
Check	DEBIT	05/17/2023	TD Ameritrade	Employer Contribution 5/17/2023 Confirmation LB4C9TOM		200.12

101

Port of Brookings Harbor

Check Registers

As of May 31, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Check	DEBIT	05/17/2023	Edward Jones	Employer Contribution 5/17/2023 Confirmation OB4C9TOM		232.13
Check	DEBIT	05/17/2023	Edward Jones	Employer Contribution 5/17/2023 Confirmation KB4C9TOM		193.19
Check	DEBIT	05/17/2023	Edward Jones	Employer Contribution 5/17/2023 Confirmation 8B4C9TOM		61.42
Check	DEBIT	05/17/2023	Edward Jones	Employer Contribution 5/17/2023 Confirmation IB4C9TOM		155.86
Check	DEBIT	05/17/2023	Edward Jones	Employer Contribution 5/17/2023 Confirmation ZB4C9TOM		149.66
Check	DEBIT	05/17/2023	Edward Jones	Employer Contribution 5/17/2023 Confirmation YB4C9TOM		146.83
Check	DEBIT	05/17/2023	Edward Jones	Employer Contribution 5/17/2023 Confirmation JB4C9TOM		365.44
Check	DEBIT	05/17/2023	Edward Jones	Employer Contribution 5/17/2023 Confirmation XB4C9TOM		140.84
Check	DEBIT	05/31/2023	Edward Jones	Employer Contribution 5/31/2023 Confirmation KBTCAQAA		140.62
Check	DEBIT	05/31/2023	Edward Jones	Employer Contribution 5/31/2023 Confirmation XBTCAQAA		365.44
Check	DEBIT	05/31/2023	Edward Jones	Employer Contribution 5/31/2023 Confirmation LBTCAQAA		151.57
Check	DEBIT	05/31/2023	Edward Jones	Employer Contribution 5/31/2023 Confirmation WBTCAQAA		150.92
Check	DEBIT	05/31/2023	Edward Jones	Employer Contribution 5/31/2023 Confirmation MBTCAQAA		156.00
Check	DEBIT	05/31/2023	Edward Jones	Employer Contribution 5/31/2023 Confirmation TBTCAQAA		57.20
Check	DEBIT	05/31/2023	Edward Jones	Employer Contribution 5/31/2023 Confirmation YBTCAQAA		192.64
Check	DEBIT	05/31/2023	Edward Jones	Employer Contribution 5/31/2023 Confirmation QBTCAQAA		221.00
Check	DEBIT	05/31/2023	TD Ameritrade	Employer Contribution 5/31/2023 Confirmation ABQCAQAA		212.93
General Journal	DEBT 05/05	05/05/2023		Transfer to Debt Service Fund for Travelift Payment		4,659.00
General Journal	DEBT 05/05	05/05/2023		Transfer to Debt Service Fund for Fork Lift Payment		1,464.71
General Journal	DEBT 05/05	05/05/2023		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment		4,809.87
General Journal	IFA 05/09	05/09/2023		Transfer to IFA Debt Service for 2nd QTR 2023 Pmt		25,835.00
General Journal	RES 05/09	05/09/2023		Transfer to Reserve Fund		2,000.00
General Journal	USDA 05/09	05/09/2023		To transfer to USDA Revenue Bond Fund for November 2022 Payment		10,843.00
General Journal	CP 5/11/23	05/11/2023		Transfer to Capital Projects for payment to EMC Engineers inv#91009-2282 FEMA-PA		1,680.00
General Journal	CP 5/11/23	05/11/2023		Transfer to Capital Projects for payment to EMC Engineers inv#91009-2283, 2284, 2285 HMPG		2,870.00
General Journal	IFA FEB23	05/18/2023		Transfer to IFA Debt Service for 2nd QTR 2023 Pmt		25,835.00
General Journal	PAY 5/17/23	05/17/2023		Rec 5/17/2023 Payroll		16,521.43
General Journal	PAY 5/3/23	05/03/2023		Rec 5/3/2023 Payroll		16,215.72
General Journal	PAY 5/31/23	05/31/2023		Rec 5/31/2023 Payroll		16,985.92
General Journal	RES FEB23	05/18/2023		Transfer to Reserve Fund		2,000.00
General Journal	RES MAR23	05/18/2023		Transfer to Reserve Fund		2,000.00
General Journal	TAX 5/17/23	05/17/2023		Rec 5/17/2023 Payroll		6,743.10
General Journal	TAX 5/3/23	05/03/2023		Rec 5/3/2023 Payroll		6,635.21
General Journal	TAX 5/31/23	05/31/2023		Rec 5/31/2023 Payroll		6,972.46
General Journal	ch#102	05/02/2023	Pariseau, Leta	Bounced Check# 102		42.95
General Journal	ch#102	05/02/2023	Pariseau, Leta	Bank service charges for bounced check# 102		15.00
General Journal	CP 5/8/2023	05/08/2023		Transfer to Capital Projects for payment to EMC Engineers inv#91009-2281		720.00
General Journal	OSP FT 2123	05/01/2023		PMT OSP FT 2123 Gasoline	346.66	
Check	11488	05/05/2023	Karen Trusty	Claim No. WCSDA2021068408		100.00
Bill Pmt -Check	11489	05/10/2023	EMC-Engineers/Scientists, LLC	37.2 Hrs Port Engineering RE Wastewater Treatment Plant, CAD invoices, Jeff Brown Invoice		8,297.50
Bill Pmt -Check	11490	05/10/2023	5-R Excavation, LLC	CCB: 155657		1,130.00
Bill Pmt -Check	11491	05/10/2023	BI-MART	Account #931481 Water & Supplies		79.96
Bill Pmt -Check	11492	05/10/2023	Country Media, Inc.	CUST# 38747 Curry Coastal Pilot Notices		106.11
Bill Pmt -Check	11493	05/10/2023	Coos-Curry Electric Cooperative, Inc.	ACCT # 67601 Electrical Service		10,374.53
Bill Pmt -Check	11494	05/10/2023	Curry Transfer & Recycling	Account #2040-2434-001 Trash Dumpsters		5,296.90
Bill Pmt -Check	11495	05/10/2023	Del-Cur Supply Co-op	Customer No. 38700 Hardware & Other Supplies		178.10
Bill Pmt -Check	11496	05/10/2023	Harbor Sanitary District	APR 2023 Sanitary Bill		3,269.74
Bill Pmt -Check	11497	05/10/2023	Harbor Water District P.U.D.	03/22/2023 - 04/24/2023 SERVICE/WATER BILL		1,585.95
Bill Pmt -Check	11498	05/10/2023	In-Motion Graphics and Design, LLC	8-"NO OFFLOADING" SIGNS		216.00
Bill Pmt -Check	11499	05/10/2023	John Kellum/John's Portable Welding	REPAIR AND WELD GANGWAY AT P&Q DOCKS		360.00
Bill Pmt -Check	11500	05/10/2023	Oregon Coast Magazine	Account#103331 Mile-By-Mile Advertisement		1,065.00
Bill Pmt -Check	11501	05/10/2023	Pape Material Handling	Customer No. 1070715 Equipment Maintenance & Repair		332.24
Bill Pmt -Check	11502	05/10/2023	SDAO Spec. Dist. Assoc. OR - Healthcare	Customer #: 03-0016414 - HEALTHCARE PREMIUM		11,907.39
Bill Pmt -Check	11503	05/10/2023	SDAO Spec. Dist. Assoc. OR - Prop & C...	Policy#31P16414-203 Customer ID: 01-16414 - 2021 PROPERTY & CASUALTY POLICY		11,681.75
Bill Pmt -Check	11504	05/10/2023	Uline	Customer No. 15340135 OIL SORBENT BOOMS		783.04
Bill Pmt -Check	11505	05/10/2023	Tidewater Contractors, Inc.	Customer Code: 000061		1,241.40

62

Port of Brookings Harbor

Check Registers

As of May 31, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Bill Pmt -Check	11506	05/10/2023	EMC-Engineers/Scientists, LLC	36.4 Hrs Port Engineering RE Wastewater Treatment Plant + Surveyor WWTP		4,935.00
Bill Pmt -Check	11507	05/17/2023	Amazon Capital Services	Business Account #A2VUC5YWS42764 - Supplies/Materials		260.92
Bill Pmt -Check	11508	05/17/2023	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		908.57
Bill Pmt -Check	11509	05/17/2023	Da-Tone Rock Products	GRAVEL FOR RV PARK		33.00
Bill Pmt -Check	11510	05/17/2023	Fastenal Industrial Supplies	Customer No.ORBRK0013 Toiletries & Supplies		3,047.37
Bill Pmt -Check	11511	05/17/2023	Ferguson Enterprises, Inc.	Customer #639327 & Acct#1120898 Plumbing Supplies		131.87
Bill Pmt -Check	11512	05/17/2023	Four Aces Security Solutions LLC	APRIL 2023 - 60 Hours Security Patrol - 33.33%Marina, 33.33%Beachfront RV Park, 33.33%Commerci...		2,781.00
Bill Pmt -Check	11513	05/17/2023	Harbor Logging Supply, Inc.	GANGWAY REPAIRS AND LIFTING CHAINS		506.48
Bill Pmt -Check	11514	05/17/2023	Stadelman Electric, Inc.	FIX RV PARK LIGHT POLE		327.41
Bill Pmt -Check	11515	05/17/2023	US Bank Equipment Finance	Contract No. 500-0623925-000 RICOH IMC6000 Copier		223.20
Bill Pmt -Check	11516	05/17/2023	Ventek International	VenTek Processing Services - Kiosk at Boat Launch - Annual Fee		2,070.00
Bill Pmt -Check	11517	05/17/2023	Ventek International	VOID: check # 11517 - duplicate check of # 11516	0.00	
Check	11518	05/17/2023	Marsh, Louis	Moorage Cancellation Refund		505.20
Total 10103 · General Funds Ckg Umpqua 3634					346.66	311,955.34
Total 101 · GENERAL FUND CHECKING & LGIP					346.66	311,955.34
10101 · Petty Cash						
Total 10101 · Petty Cash						
Total 100 · UNRESTRICTED CASH & EQUIVALENTS					346.66	311,955.34
110 · RESTRICTED CASH & EQUIVALENTS						
104 · RESTRICTED MONEY MKT & CHECKING						
20104 · USDA BOND Umpqua MM 9529						
Total 20104 · USDA BOND Umpqua MM 9529						
30104 · Debt Service Umpqua MM 8627						
60104 · OR FFC 2020 Debt Service						
Check	DEBIT	05/15/2023	Umpqua Bank/OR FFC Agreement 2020	OR FFC Agreement 2020 Payment #34		4,809.87
General Journal	DEBT 05/05	05/05/2023		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment	4,809.87	
Total 60104 · OR FFC 2020 Debt Service					4,809.87	4,809.87
30104 · Debt Service Umpqua MM 8627 - Other						
Check	DEBIT	05/15/2023	Umpqua Bank/Loan#747041620	Genie Reach Forklift Loan#747041620 Payment #63		1,464.71
Check	DEBIT	05/22/2023	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #79 - 50 BFMII Travelift		4,659.00
General Journal	DEBT 05/05	05/05/2023		Transfer to Debt Service Fund for Travelift Payment	4,659.00	
General Journal	DEBT 05/05	05/05/2023		Transfer to Debt Service Fund for Fork Lift Payment	1,464.71	
Total 30104 · Debt Service Umpqua MM 8627 - Other					6,123.71	6,123.71
Total 30104 · Debt Service Umpqua MM 8627					10,933.58	10,933.58
40104 · Capital Projects Umpqua 8018						
40104.1 · Government Funds						
General Journal	CP 5/11/23	05/11/2023		Transfer to Capital Projects for payment to EMC Engineers inv#91009-2282 FEMA-PA	1,680.00	
General Journal	CP 5/11/23	05/11/2023		Transfer to Capital Projects for payment to EMC Engineers inv#91009-2283, 2284, 2285 HMPG	2,870.00	
Bill Pmt -Check	450	05/10/2023	EMC-Engineers/Scientists, LLC	CAD Graphics Invoice for Dredging-FEMA PA - PW162-1 FEMA 4432 & 4452		720.00
Bill Pmt -Check	451	05/01/2023	EMC-Engineers/Scientists, LLC	16.8 Engineering Hrs- PW162-1 FEMA 4432 & 4452		1,680.00
Bill Pmt -Check	452	05/01/2023	EMC-Engineers/Scientists, LLC	HMGF Boatyard (7.9hrs), HMGF Commercial (10.9 hrs), HMGF NHM Plan (9.9 hrs)		2,870.00
General Journal	CP 5/8/2023	05/08/2023		Transfer to Capital Projects for payment to EMC Engineers inv#91009-2281	720.00	
Total 40104.1 · Government Funds					5,270.00	5,270.00
70104.1 · Port Construction Fund						
Bill Pmt -Check	449	05/17/2023	McLennan Excavation, Inc.	Final Payment Request for RV Park Remodel Project		37,727.50

63

Port of Brookings Harbor  
 Check Registers  
 As of May 31, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Total 70104.1 · Port Construction Fund					0.00	37,727.50
<b>40104 · Capital Projects Umpqua 8018 - Other</b>						
General Journal	OSP FT 2123	05/01/2023		PMT OSP FT 2123 Gasoline		346.66
Total 40104 · Capital Projects Umpqua 8018 - Other					0.00	346.66
Total 40104 · Capital Projects Umpqua 8018					5,270.00	43,344.16
Total 104 · RESTRICTED MONEY MKT & CHECKING					16,203.58	54,277.74
Total 110 · RESTRICTED CASH & EQUIVALENTS					16,203.58	54,277.74
<b>TOTAL</b>					<b>16,550.24</b>	<b>366,233.08</b>

107



# Port of Brookings Harbor ACH and Debit Card Payments

May 2023

Num	Date	Name	Account	Amount
ACH DEBIT	05/01/2023	Chevron Business Card	10103 · General Funds Ckg Umpqua 3634	-802.76
ATM DEBIT	05/01/2023	Rentprep Enterprise/Fidelis Screening	10103 · General Funds Ckg Umpqua 3634	-39.90
DEBIT	05/01/2023	LGIP Redeem/Purchase Fees for Transfers	10106 · General Fund LGIP 6017	-0.15
AJCH DEBIT	05/02/2023	Oregon Lodging Tax	10103 · General Funds Ckg Umpqua 3634	-703.75
ACH DEBIT	05/02/2023	Oregon Lodging Tax	10103 · General Funds Ckg Umpqua 3634	-306.91
ATM DEBIT	05/02/2023	SPATCO	10103 · General Funds Ckg Umpqua 3634	-311.53
ATM DEBIT	05/02/2023	Anchorside Printing	10103 · General Funds Ckg Umpqua 3634	-78.25
ATM DEBIT	05/02/2023	Curry County TLT	10103 · General Funds Ckg Umpqua 3634	-3,284.18
ATM DEBIT	05/02/2023	Curry County TLT	10103 · General Funds Ckg Umpqua 3634	-82.10
ACH DEBIT	05/03/2023	Miller Nash LLP	10103 · General Funds Ckg Umpqua 3634	-1,548.00
ACH DEBIT	05/03/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-11,583.04
DEBIT	05/03/2023	TD Ameritrade	10103 · General Funds Ckg Umpqua 3634	-205.53
DEBIT	05/03/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-228.57
DEBIT	05/03/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-197.63
DEBIT	05/03/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-41.18
DEBIT	05/03/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-156.15
DEBIT	05/03/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-147.69
DEBIT	05/03/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-153.11
DEBIT	05/03/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-365.44
DEBIT	05/03/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-140.92
ACH DEBIT	05/04/2023	Spectrum Business 8752 19 060 0251369	10103 · General Funds Ckg Umpqua 3634	-132.97
ATM DEBIT	05/04/2023	SPATCO	10103 · General Funds Ckg Umpqua 3634	-300.20
ACH DEBIT	05/05/2023	US Bank Equipment Finance	10103 · General Funds Ckg Umpqua 3634	-223.20
ATM DEBIT	05/05/2023	Microsoft	10103 · General Funds Ckg Umpqua 3634	-69.99
ATM DEBIT	05/05/2023	Microsoft	10103 · General Funds Ckg Umpqua 3634	-69.99
ATM DEBIT	05/05/2023	FRED MEYER	10103 · General Funds Ckg Umpqua 3634	-23.36
ACH DEBIT	05/06/2023	Spectrum Business 8752 19 060 0247029	10103 · General Funds Ckg Umpqua 3634	-124.98
ACH DEBIT	05/08/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-3,458.73
ACH DEBIT	05/08/2023	Firefly Reservations	10103 · General Funds Ckg Umpqua 3634	-235.00
ACH DEBIT	05/09/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-13,991.69
ATM DEBIT	05/09/2023	Dish Network	10103 · General Funds Ckg Umpqua 3634	-976.10
ACH DEBIT	05/12/2023	ADP	10103 · General Funds Ckg Umpqua 3634	-158.11

5

## Port of Brookings Harbor ACH and Debit Card Payments

May 2023

ATM DEBIT	05/15/2023	SUPPLYHOUSE.COM	10103 · General Funds Ckg Umpqua 3634	-36.75
ATM DEBIT	05/15/2023	EBay	10103 · General Funds Ckg Umpqua 3634	-25.50
ATM DEBIT	05/15/2023	Oregon Department of Agriculture	10103 · General Funds Ckg Umpqua 3634	-288.00
DEBIT	05/15/2023	Umpqua Bank/Loan#747041620	30104 · Debt Service Umpqua MM 8627	-1,464.71
DEBIT	05/15/2023	Umpqua Bank/OR FFC Agreement 2020	60104 · OR FFC 2020 Debt Service	-4,809.87
ACH DEBIT	05/17/2023	Zipty Fiber 541-412-7930-102902-5	10103 · General Funds Ckg Umpqua 3634	-45.95
ACH DEBIT	05/17/2023	Chevron Business Card	10103 · General Funds Ckg Umpqua 3634	-637.48
DEBIT	05/17/2023	TD Ameritrade	10103 · General Funds Ckg Umpqua 3634	-200.12
DEBIT	05/17/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-232.13
DEBIT	05/17/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-193.19
DEBIT	05/17/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-61.42
DEBIT	05/17/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-155.86
DEBIT	05/17/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-149.66
DEBIT	05/17/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-146.83
DEBIT	05/17/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-365.44
DEBIT	05/17/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-140.84
ACH DEBIT	05/18/2023	VERIZON WIRELESS	10103 · General Funds Ckg Umpqua 3634	-451.58
ACH DEBIT	05/19/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-12,267.65
ACH DEBIT	05/19/2023	Pacific Office Automation	10103 · General Funds Ckg Umpqua 3634	-271.63
ACH DEBIT	05/22/2023	Zipty Fiber 541-469-5867-121516-5	10103 · General Funds Ckg Umpqua 3634	-83.82
ACH DEBIT	05/22/2023	Spectrum Business 8752 19 060 0226494	10103 · General Funds Ckg Umpqua 3634	-109.98
DEBIT	05/22/2023	m2 Lease LLC	30104 · Debt Service Umpqua MM 8627	-4,659.00
ACH DEBIT	05/23/2023	Miller Nash LLP	10103 · General Funds Ckg Umpqua 3634	-390.00
ACH DEBIT	05/23/2023	Zoom Video Communications Inc.	10103 · General Funds Ckg Umpqua 3634	-15.99
ACH DEBIT	05/24/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-9,492.13
ACH DEBIT	05/26/2023	ADP	10103 · General Funds Ckg Umpqua 3634	-158.11
ACH DEBIT	05/26/2023	ADP	10103 · General Funds Ckg Umpqua 3634	-183.85
ACH DEBIT	05/28/2023	Spectrum Business 8752 19 060 0025169	10103 · General Funds Ckg Umpqua 3634	-228.99
ATM DEBIT	05/28/2023	Microsoft	10103 · General Funds Ckg Umpqua 3634	-99.00
ATM DEBIT	05/29/2023	Vonage	10103 · General Funds Ckg Umpqua 3634	-292.52
ACH DEBIT	05/30/2023	BL/ RV Park Refund	10103 · General Funds Ckg Umpqua 3634	-123.18
ACH DEBIT	05/30/2023	bluebeam.com	10103 · General Funds Ckg Umpqua 3634	-300.00
ACH DEBIT	05/30/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-14,434.46
DEBIT	05/31/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-140.62

060

# Port of Brookings Harbor ACH and Debit Card Payments

May 2023

DEBIT	05/31/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-365.44
DEBIT	05/31/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-151.57
DEBIT	05/31/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-150.92
DEBIT	05/31/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-156.00
DEBIT	05/31/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-57.20
DEBIT	05/31/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-192.64
DEBIT	05/31/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-221.00
DEBIT	05/31/2023	TD Ameritrade	10103 · General Funds Ckg Umpqua 3634	-212.93
DEBIT	05/31/2023	LGIP Redeem/Purchase Fees for Transfers	10106 · General Fund LGIP 6017	-0.30
Total for May 2023				-94,305.37

67

# Port of Brookings Harbor Purchases by Vendor Summary

Cash Basis

May 2023

	May 23
5-R Excavation, LLC	1,130.00
ADP	500.07
Amazon Capital Services	260.92
Anchorside Printing	78.25
BI-MART	79.96
Chevron Business Card	1,440.24
Coos-Curry Electric Cooperative, Inc.	10,374.53
Country Media, Inc.	106.11
Curry County TLT	82.10
Curry Equipment	908.57
Curry Transfer & Recycling	5,296.90
Da-Tone Rock Products	33.00
Del-Cur Supply Co-op	178.10
Dish Network	976.10
EBay	25.50
EMC-Engineers/Scientists, LLC	18,502.50
Fastenal Industrial Supplies	3,047.37
Ferguson Enterprises, Inc.	131.87
Firefly Reservations	235.00
Four Aces Security Solutions LLC	2,781.00
FRED MEYER	23.36
Gold Beach Lumber Yard, Inc.	0.00
Harbor Logging Supply, Inc.	506.48
Harbor Sanitary District	3,269.74
Harbor Water District P.U.D.	1,585.95
In-Motion Graphics and Design, LLC	216.00
John Kellum/John's Portable Welding	360.00
McLennan Excavation, Inc.	37,727.50
Microsoft	238.98
Miller Nash LLP	1,938.00
Oregon Coast Magazine	1,065.00
Oregon Department of Agriculture	288.00
Pacific Office Automation	271.63
Pape Material Handling	332.24
Rentprep Enterprise/Fidelis Screening	39.90
SDAO Spec. Dist. Assoc. OR - Healthcare	11,907.39
SDAO Spec. Dist. Assoc. OR - Prop & Cas	11,681.75
SPATCO	611.73
Spectrum Business 8752 19 060 0025169	228.99
Spectrum Business 8752 19 060 0226494	109.98
Spectrum Business 8752 19 060 0247029	124.98
Spectrum Business 8752 19 060 0251369	132.97
Stadelman Electric, Inc.	327.41
SUPPLYHOUSE.COM	36.75
Tidewater Contractors, Inc.	1,241.40
Tyree Oil, Inc	65,227.70
ULine	783.04
US Bank Equipment Finance	223.20
Ventek International	2,070.00
VERIZON WIRELESS	451.58
Vonage	292.52
Zipty Fiber 541-412-7930-102902-5	45.95
Zipty Fiber 541-469-5867-121516-5	83.82
Zoom Video Communications Inc.	15.99
TOTAL	189,628.02

# ACTION ITEM – A

---

**DATE:** June 21, 2023  
**RE:** Chetco Dustless Blasting Lease Agreement  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

---

## OVERVIEW

- Will have 1,500 square feet (30x50) of bare ground to lease for blasting work in the boat yard.
- In the lease it states they must also follow the Ports Best Management Practices set out for dustless blasting.

## DOCUMENTS

- Lease Agreement, 11 pages
- Best Management Practices, 13 pages

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve Chetco Dustless Blasting Lease Agreement.

**COMMERCIAL LEASE AGREEMENT**  
**Chetco Dustless Blasting**

This Commercial Lease Agreement is made and entered into at Brookings, Oregon, effective the 1st day of July, 2023, by and between the **Port of Brookings Harbor**, an Oregon special district (referred to herein as the "Landlord") and **Chetco Dustless Blasting** (hereinafter referred to as "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 1500 square-feet of Bare Ground, (the "Leased Premises," as described in Exhibit "1"), located at 16060 Lower Harbor Road, Brookings, Oregon.

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

a. **Initial Term.** The initial term of this lease is one (1) year commencing \_\_\_\_\_ 1st, 2023 and continuing through \_\_\_\_\_ 30, 2023.

b. **Base Rental Rate.** The base rental rate for the Leased Premises is One Hundred Fifty Dollars (\$150.00) per month, as calculated below, payable on the first day of each month commencing \_\_\_\_\_ 1, 2023. The base rental rate is the combined rate of:

1. The bare ground space consisting of 1500 square feet of property for a vessel service area at approx.. \$0.10 per square foot per month, for a total of One Hundred Fifty Dollars (\$150.00) per month.

c. **Option to Renew.** Upon termination of the initial term of this lease, Landlord grants to Tenant the option to renew this lease in whole or in part of the Leased Premises, for three (3) additional three (3) year term at terms and conditions to be negotiated, provided that: (a) Tenant is not in default of this lease 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 lease of Tenant's intent to exercise all or any portion of Tenant's option to extend the lease. Failure to provide such notice is a default and a material breach of the lease and Landlord may terminate the lease on the expiration date and retake possession of the Leased Premises with or without process of law.

3. **Base Rent Payment.**

a. **Annual Adjustment.** Tenant must pay the base rent for the Leased Premises and any additional rent provided herein without deduction or offset. The base rent will increase annually, on each anniversary of the lease commencement for the second and each subsequent year, according to the Consumer Price Index for All Urban Consumers (CPI-U). The base rent increase 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, it 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 lease.

- d. **Fees and Charges.** Should any rent or other payment required of Tenant by this lease not be paid within 10 days after it is due, a late charge of 1.5% per month (18% per annum) will be assessed. In the event any suit or action is instituted to collect any amount owed on this account, the undersigned applicant agrees to pay any reasonable attorney's fees, collection agency fees and any other costs associated with such action. A \$50.00 fee will be assessed on any returned payment.
4. **Lease Consideration/Security Deposit.** Upon execution of the lease, Tenant's base rent is due the first day of the month of the lease term for which rent is payable. Tenant is required to pay a security deposit in 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 lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the security deposit is applied by the Landlord, Tenant 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 lease, 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 dustless blasting 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, best management practices, 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 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 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 lease 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 not furnish 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 lease. 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 lease, and at Tenant's sole cost and expense, obligated to keep the entire of the Leased Premises and every part thereof in good condition and repair; 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 lease 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.
- c. Tenant is responsible for all other repairs to the Leased Premises which Landlord is not required to make under Section 10 or Section 15.
- d. If Tenant fails to perform Tenant's obligations under this Section 9 or under any other Section of this lease, Landlord may enter upon the affected portion of the Leased Premises after ten (10) days' prior written notice to Tenant (except in case of emergency, in which no notice shall be required), perform such obligations on Tenant's behalf and put the Leased Premises in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law 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 fencing, vegetation, and other improvements which were on the Leased Premises prior to the commencement of the lease, in good operating condition.

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

- a. Provide adequate means of ingress and egress to the Leased Premises.
- b. Repair and maintain any structural element of the space 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 lease. 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 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 lease with respect to any damage, injury, illness, or death occurring prior to such termination.

**13. Insurance.** During the term of this lease, 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.
- 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 lease. 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 lease, Landlord will have the right to immediately terminate this lease. 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 lease by providing written notice to the other party within thirty (30) days after the occurrence of the damage. If this lease 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 lease effective on the date that possession is taken by the condemning authority; provided, however, that a condition to the exercise by Tenant of such right to terminate will be that the portion of the Leased Premises taken must be of such extent and nature as to substantially handicap, impede, or impair Tenant's use of the balance of the Leased Premises for the purpose intended. Rent will be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Leased Premises caused by the taking. All condemnation proceeds 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 lease 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 lease or sublet all or any portion of the Leased Premises without first obtaining Landlord's consent in writing. This provision applies to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment may relieve Tenant of its obligation to pay rent or perform other obligations required by this lease and no consent to one assignment or subletting may be deemed consent to any further assignment or subletting. 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 of the following constitute a default by Tenant under this lease:
1. Tenant's failure to pay rent or any other charge under this lease within ten (10) days after it is due, or failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision will be satisfied if Tenant commences 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 lease.
  2. Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for Tenant's property.
  3. Assignment or subletting by Tenant in violation of this lease.
  4. Vacation or abandonment of the Leased Premises for more than three (3) months without the written consent of Landlord.
  5. If this lease is levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days.
  6. If the Tenant fails to comply with any other requirements or obligations under this lease.
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 lease 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 Port property. If Landlord has other vacant space available, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages to loss of rentals from Tenant.
  - b. Landlord may recover all damages caused by Tenant's default, which include an amount equal to rent lost because of the default and all attorney's fees and costs. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages will 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 lease. Such damages will be measured by the difference between the rent under this lease and the reasonable rental value of the Leased Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rate on judgments.
  - c. Landlord may make any payment or perform any obligation that Tenant has failed to perform, in which case Landlord will be entitled to recover from Tenant upon 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 lease for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Landlord, provided that if Landlord passes a regulation or policy that interferes with Tenant's quiet enjoyment or unreasonably interferes with Tenant's use of the Leased Premises, then Tenant may terminate this lease. All such regulations and policies must be complied with as if part of this lease.
22. **Access.** During times, other than normal business hours, Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Leased Premises. In such event, Landlord will have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord will have the right to enter upon the Leased Premises at any time by passkey or otherwise to determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs to the Leased Premises, or to show the Leased Premises to any prospective tenant or purchasers. Except in cases of emergency, such entry will be with at least 24 hours prior notice and at such times and in such manner as to minimize interference with the reasonable business use of the Leased Premises by Tenant.
23. **Notices.** Notices to the parties relating to the lease must be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Leased Premises. Rent will be payable to Landlord at the same address and in the same manner, but will be considered paid only when received.

24. **Subordination.** This lease 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 lease will be subject and subordinate to any future encumbrance hereafter placed against the Leased Premises (including the underlying land) or any modifications of existing encumbrances. Tenant must execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.
25. **Transfer of Premises.** If the Leased Premises is sold or otherwise transferred by Landlord or any successor, Tenant will attorn to the purchaser or transferee and recognize it as the landlord under this lease, and, provided the purchaser assumes all obligations hereunder, the Landlord (transferor) will have no further liability hereunder.
26. **Estoppel.** Either party will within twenty (20) days after notice from the other party execute, acknowledge and deliver to the other party a certificate reciting: whether or not this lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, 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 lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease.
27. **Attorney's Fees.** In the event, any action, suit, or other proceeding is instituted by either party to this lease to enforce any provision of this lease or any matter arising therefrom or to interpret any provision of this lease, 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 lease, 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 lease and the attached exhibits constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein. Any modification to this lease must be in writing and signed by both parties.
30. **Nonwaiver.** Waiver by either party of strict performance of any provision of this lease 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.
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 work sheets caused by additional improvements placed upon the Leased Premises by Tenant or by Landlord for use by Tenant.
  - c. **Definition of "Real Property Tax".** As used herein, the term "real property tax" includes any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.
32. **Severability.** The invalidity of any provision of this lease as determined by a court of competent jurisdiction, 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 lease.
  34. **Security Measures.** Each party acknowledges that they have no obligation whatsoever to provide guard service or other security measures for the benefit of the other party or their property. Each party assumes full responsibility for the protection of itself, its agents and invitees and its property from acts of third parties. Nothing herein contained prevents Landlord, at Landlord's sole option from providing security protection for the Port or any part thereof.
  35. **No Warranties.** The Leased Premises are leased "as-is" and in their current condition as of the first day of the lease term. No warranties, express or implied, are provided by Landlord regarding the condition or fitness for purpose of the Leased Premises.
  36. **Parking.** Landlord does not assign any specific parking spaces to Tenant under this lease. Tenant and Tenant's employees and invitees are permitted to use any un-restricted Port public parking areas.
  - 37.
  38. **Headings.** The headings in this lease are for the convenience of the parties only and are not to be used in the interpretation of its provisions.

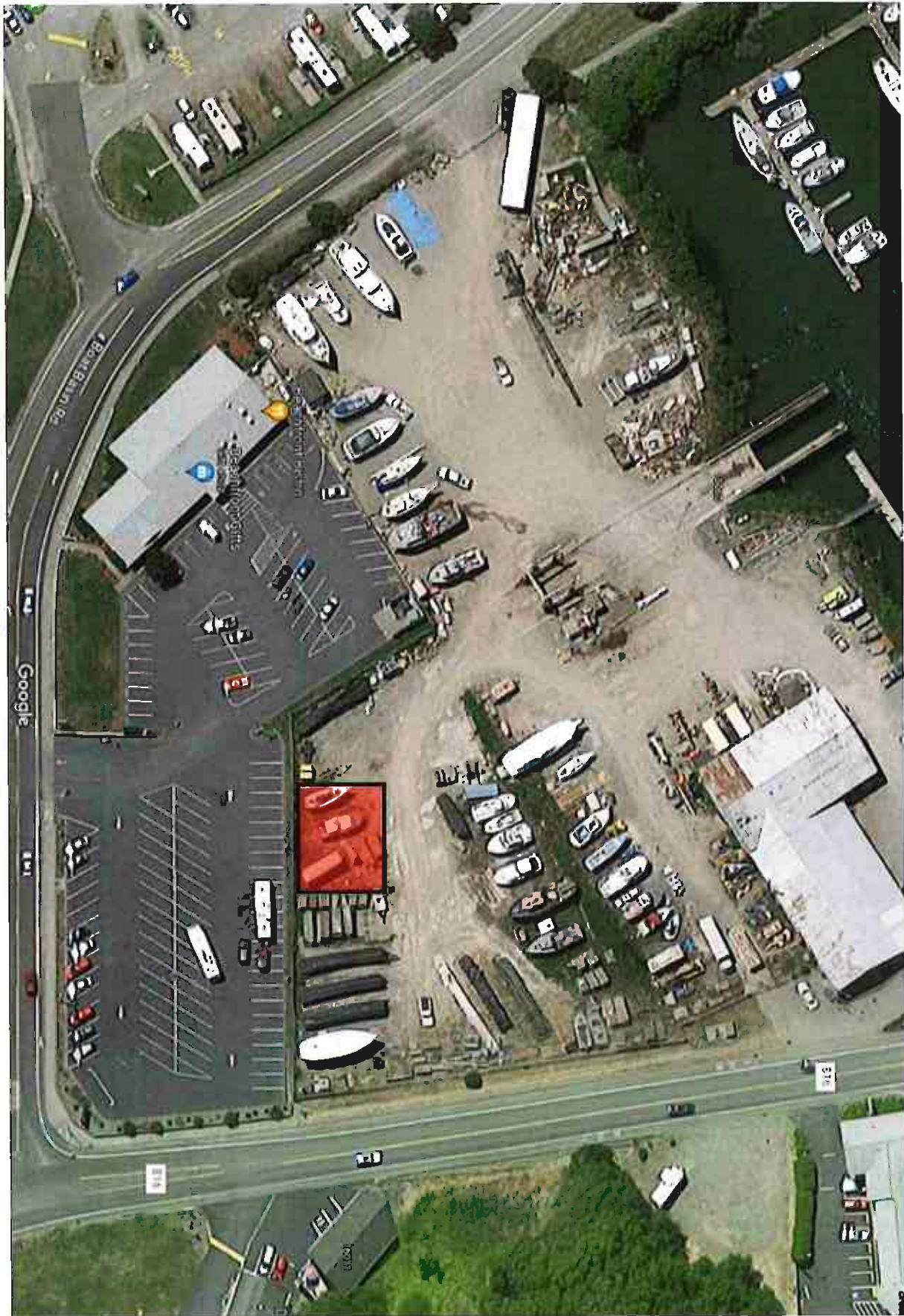
IN WITNESS, WHEREOF, the duly authorized representatives of the parties have executed this Lease as of the last date written below.

<b>PORT OF BROOKINGS HARBOR, Landlord</b>	<b>Chetco Dustless Blasting, Tenant</b>
Dated: _____	Dated: _____

<p>By: _____</p> <p>ATTEST:</p> <p>_____</p>	<p>By: _____</p> <p>By: _____</p> <p>Name: _____</p> <p>Its: Member / Owner</p>
<p>Mailing Address:  P.O. Box 848  Brookings, OR 97415</p> <p>Phone: 541-469-2218  Fax:</p>	<p>Mailing Address:  _____  Brookings, OR 97415</p> <p>Phone: (541)661-0440  Fax:</p>

79

Exhibit 1  
Bare Ground Space  
1500 Square Feet





# Best Management Practices (BMPs)



*Adopted by Resolution 2021-08*

## CONTENTS

### Introduction

- BMP 1.0 Vessel Maintenance and Repair – General (Including Engines)
- BMP 1.1 Vessel Cleaning
- BMP 1.2 Scraping and Sandblasting
- BMP 1.3 Vessel Painting
- BMP 2.0 Vessel Storage
- BMP 3.0 Fuel Handling
- BMP 4.0 Storage, Handling and Disposal of Hazardous Materials and Waste
- BMP 5.0 Solid Waste Handling, Disposal and Recycling
- BMP 6.0 Stormwater Management
- BMP 6.1 Stormwater Management – Maintenance of Oil and Sediment Trapping Devices
- BMP 7.0 Maintenance of Physical Structures
- BMP 8.0 Prevention of Abandoned and Derelict Vessels in Year-Round Moorages

## INTRODUCTION

This document discusses Best Management Practices (BMP's) for minimizing water quality impacts. Operations and maintenance activities at Boat Yards are potential sources of a wide range of pollutants including sediments, heavy metals, antifoulants, hydrocarbons, solvents, antifreeze, acids and alkalis, surfactants, nutrients, bacteria, floatables and plastics. Some of these pollutants – particularly heavy metals, solvents and hydrocarbons – may be toxic to aquatic life at low concentrations.

It is the responsibility of the Port Staff to enforce the contents of this document.

### **Environmental Concerns:**

Operations and maintenance activities at the Port of Brookings Harbor Boat Yard facility include vessel maintenance and repair, vessel storage, waste disposal, fuel handling, solid waste handling, structural maintenance, vessel work areas and storm water management. These activities are potential sources of a wide range of pollutants. It is the intent of Port staff to operate this facility under Best Management Practices (BMP's) and in an environmentally responsible manner. It is the responsibility of every user of the Port of Brookings Harbor Boat Yard facility to comply with published operating BMP's.

### **BMP 1.0 Vessel Maintenance and Repair -- General (Including Engines):**

The purpose of this BMP is to govern potential discharges of contaminants associated with the routine maintenance of vessels, including engine maintenance and repair.

- 1) The following activities may be conducted on board vessels while in the water, unless the vessel can be taken out of the water by trailer:
  - Routine engine tune-ups, oil changes and other minor servicing and repair;
  - Routine care and cleaning of rigging and fittings, interior surfaces, and “bright work”, provided these activities do not produce wastewater;
  - Painting and maintenance of sanitary wastewater facilities;
  - Bilge pump repair;
  - Removal and replacement of an engine, when such activities are conducted so as to contain any discharges or spills of engine fluids; and
  - Similar activities for which an accidental spill can be contained on deck or within the vessel.
- 2) The following activities should be conducted with the vessel out of the water and as appropriate, within an area specifically designed for the following purposes:
  - Repairs requiring the disassembly of the outboard or lower drive unit;

- Bilge repairs requiring opening or penetrating the hull;
- Scraping, sandblasting or painting the hull exterior or drive units;
- Interior or on-deck painting or similar activity involving aerosol application with a risk of overspray or drippage beyond the confines of the vessel;
- Cleaning of the hull exterior with cleaning agents other than fresh water or natural seawater. Wastewater from such cleaning should be collected and treated or discharged into a community sewage system. Discharge from wash water into waters of the State is prohibited; and
- Any other activities involving the potential risk of an uncontained discharge of oil, chemical, nutrients or other contaminants to waters of the State.

**BMP 1.1 Vessel Cleaning:**

The purpose of this BMP is to minimize the risk of a discharge of cleaning compounds, paint and varnish. The only authorized site at the Port of Brookings Harbor for vessel pressure washing is in the Boat Yard. Boat rinse only (pressure washing prohibited) is available in the retail parking lot. All other boat washing on Port property is prohibited. The following guidelines also apply:

- 1) Do not use heavy duty detergents containing ammonia, sodium hypochlorite, chlorinated solvents, petroleum distillates, acids or lye.
- 2) In water hull cleaning by divers is not permitted.
- 3) Do not discharge liquid wastes, including solvents, detergents and rinse water onto the ground, or allow them to enter the storm drains.
- 4) Do not dispose of liquid wastes, including solvents, detergents and rinse water onto the ground, or allow them to enter the storm drains.
- 5) Do not dispose of liquid wastes in dumpsters.
- 6) Hydro blast (high pressure washing) operations should be conducted in accordance with the following practices:
  - Hydro blast wastewater must be contained by directing it to a holding tank or treatment unit. This prevents paint chips and oil from being discharged to State waters;
  - Cleaning processes that use chemical additions such as solvents or degreasers must be conducted in self-contained systems that prevent any discharge to storm drains or sanitary sewers;
  - Permission will be required to discharge these wastes to local municipal sanitary sewer systems. Pre-treatment is required.

**BMP 1.2 – Scraping and Sandblasting:**

The purpose of this BMP is to minimize the risk of discharge of paint or varnish residues and contaminated blast grit to the environment, either by direct discharge to water, conveyance via storm water or conveyance by air.

- 1) Sandblasting is prohibited.
- 2) Dustless blasting will be allowed as permitted by the Port.
- 3) Dustless blasting media type must be environmentally approved.
- 4) Dustless blasting must be contained within the immediate work area by controls approved by the Port.
- 5) Dustless blasting cleanup including tarp must be removed prior to any forecast rains.
- 6) Dustless blasting cleanup including tarp must be disposed of immediately after haul-in.
- 7) Scraping should only be conducted in designated vessel work areas.
- 8) Vessels in gravel work areas must sit on a tarp to prevent dust, paint chips and other materials from accumulation in the soil or sand.
- 9) Hand sanding is allowable, but all power sanders must have a dust collection unit attached.
- 10) Work areas must be kept clean of debris and grit from scraping and sanding operations so that runoff and wind will not carry any waste into the water.
- 11) Tarps and sheeting should be used in the gravel lot to collect debris and spent materials for appropriate disposal. All vessel work areas must be cleaned at the end of each work day.
- 12) As new, environmentally safe products become available which minimize the need for scraping and sanding, their use will be encouraged.
- 13) Scrapings and debris should be stored under cover in a manner that minimizes contact with processed water or storm water. Scrapings may be classed as a special waste or hazardous waste if soluble metals or antifoulant chemicals are present in large amounts.

**BMP 1.3 -- Vessel Painting:**

The purpose of this BMP is to minimize the risk of a discharge of paint, solvents, and associated materials to the environment by either airborne or waterborne mechanisms.

- 1) The use of non-toxic, high bonding, easily cleaned hull coatings is encouraged, more alternative coatings are anticipated to become available as the technology advances.
- 2) Painting and varnishing of vessels in water should be generally limited to the interior surfaces and to “bright work”, where paint materials and spills can be contained and prevented from entering the water.
- 3) PAINTING USING AREOSOLS OR SPRAY EQUIPMENT IS PROHIBITED.
- 4) The bottom edges of tarps and plastic sheeting should be weighted to keep them in place.
- 5) Drip pans, tarps, and sheeting should be used to contain droppings and spilled material.
- 6) The mixing of paints and solvents should be carried out in locations and under conditions such that no spill enters State waters.

- 7) Drip pans or other protective devices should be used for all paint mixing, solvent transfer, or equipment cleanup operations unless the operations are conducted in controlled areas away from storm drains, surface waters, shorelines, piers, docks or floats.
- 8) Paint and solvent mixing, brush cleaning and similar activities should not be conducted on open floats or on structures over water, but should be done in an on-shore work area. Paints mixed in a separate work area and transferred to an outdoor work area for application should be carried in a tightly covered container and re-opened at the work site.
- 9) When painting open floats or lighters, paints should be kept in cans of one gallon or less. Paint cans should be kept in drip pans with drop cloths or tarps underneath the drip pans.
- 10) All materials in the drip pan should be properly disposed.
- 11) Do not discharge paints, solvents, or other related materials onto the ground or allow them to enter storm drains.
- 12) Do not dispose of liquid waste in dumpsters.
- 13) Paint and solvent spills present a threat to waters of the State and, therefore, must be prevented from reaching storm drains or deck drains and subsequent discharge into waters.

**BMP 2.0 – Vessel Storage:**

The purpose of this BMP is to govern potential discharge of contaminants associated with vessel storage.

- 1) Do not perform other vessel maintenance and repair activities in dry storage areas unless the other management measures are fully implemented.
- 2) Bilges should be inspected and cleaned prior to extended vessel storage. All water, oil or foreign materials found in the bilge shall be cleaned utilizing approved absorbent materials to remove contaminated bilge water. Used absorbents should be disposed of properly. Contaminated bilge water must not be allowed to enter waters of the State.
- 3) Fuel tanks should be emptied and purged as required for storage.
- 4) Tarps shall be placed under the footprint of each stored vessel.

**BMP 3.0 – Fuel Handling:**

This BMP deals with operation and maintenance practices for fuel handling. Its purpose is to minimize the potential for a release of petroleum products to the environment and to deal with spills if they occur.

- 1) Fuel delivery, storage and dispensing all pose a potential for accidental releases. Each operator is responsible for the prompt containment and clean-up of any spills or releases of hazardous materials. Any spill or release must be reported immediately to the Oregon Emergency Response System (OERS) at 1-800-452-0311; or the National Response Center at 1-800-424-8802.

- 2) All containment berms or devices should be inspected weekly for their physical integrity and maintained in good condition. Signs of leakage or spillage of contained material should be investigated and cleaned up immediately.
- 3) Fueling facilities and storage areas must be secured when not in use by appropriate shut down devices or security locks. Licensed operators with Port approved spill plans are allowed to fuel vessels over the Public Hoist Dock only.
- 4) Appropriate containment and control materials should be stored in a clearly marked location, readily accessible to work and storage areas, emergency phone numbers should be posted in a conspicuous location.

**BMP 4.0 – Storage, Handling & Disposal of Hazardous Materials and Waste:**

The purpose of this BMP is to govern the storage, handling and disposal of hazardous materials and waste at the Port of Brookings Harbor.

- 1) Re-use or recycle anti-freeze, storing of waste anti-freeze should be in a container clearly marked “Waste Anti-Freeze Only”.
- 2) A number of substances used in Boat Yard operations may be considered “hazardous materials” or “hazardous waste” and subject to “cradle to grave” management measures specified under Federal and State statutes and regulations. The waste generator, be it the Port, vessel owner, or Port lessee, is responsible for determining whether materials handled at the facility are subject to regulated management and for complying with applicable regulations for handling, storage, transportation and ultimate disposal of these materials, including any manifesting and reporting requirements.
- 3) In addition to the above requirements, and unless suspended by the above requirements, this BMP identifies some housekeeping practices for outdoor hazardous materials storage from the point of view of non-point source control.
- 4) This BMP addresses substances that fall within the definitions of hazardous materials or hazardous waste under State and Federal statutes. Always check with the local Department of Environmental Quality (DEQ) office with questions concerning information or hazardous materials or hazardous waste. Where feasible, minimize the use and storage of hazardous materials on-site.
- 5) Solid chemicals, chemical solutions and waste materials, including used batteries, when stored outside, should be stored in a manner which will prevent in the inadvertent entry of these materials into receiving waters, including ground waters. Storage should be in a manner that will prevent spillage by overfilling, tipping or rupture. In addition, the following practices should be followed:
  - All hazardous liquid products stored outside should be stored on durable impervious surfaces and within berms or impoundments. Impoundments should contain capacity equal to 110 percent volume of the largest tank or container.
  - Waste liquids should be stored under cover in closed containers.
  - Incompatible or reactive materials should be segregated and securely stored in separate areas and closed containers that prevent mixing of chemicals.

- Concentrated waste or spilled chemicals must be transported off-site, in accordance with State law. These materials must not be discharged to any sewer or State waters.
  - Storage of the above listed materials must be done in accordance with State regulations, local codes and fire regulations.
- 6) Paints and solvents should be prevented from entering waterways by use of drip pans, drop cloths or tarps. Wherever possible, paints and solvents should be mixed in bermed areas, away from storm drains, surface waters, shorelines and piers. Only one gallon or less of paint should be opened at one time when working on floats and should be contained within drip pans or tarps. Paint and solvent spills should be prevented from reaching storm or deck drains, cleaned up and disposed of properly. Clean up materials soaked with solvent or paint must be handled as hazardous waste.
- 7) In the event that a spill occurs, the following steps should be performed as quickly as possible:
- a) Stop the source of the spill if possible.
  - b) Contain the spill.
  - c) Cover the spill with absorbent material, such as kitty litter, sawdust or oil absorbent pads. Do not use straw.
  - d) For small spills of flammable liquids, the absorbent can be aired out; check with the local fire department. When dry, put in dumpster. Keep area well ventilated.
  - e) Deploy containment booms, if any spill may reach the water.
  - f) Comply with State and Federal regulations to contain and clean up the spill and dispose of materials at an approved facility.

**BMP 5.0 Solid Waste Handling, Disposal and Recycling:**

This BMP applies to routine disposal of non-hazardous solid waste at Boat Yard sites.

- 1) Encourage the use of recyclable materials and provide for collection of recyclables.
- 2) Waste disposals and/or collection bins, dumpsters and containers should be clearly marked and accessible to patrons.
- 3) Signs should be posted directing patrons to solid waste disposal areas.
- 4) Solid waste disposal areas should have signs clearly spelling out rules and regulations for disposal, including materials which are not acceptable for disposal.
- 5) The area surrounding solid waste collection facilities should be inspected daily or more frequently by Boat Yard personnel and any waste should be cleaned up immediately.
- 6) Dumpsters containing solid waste from repair areas should be covered.
- 7) Waste disposal areas should be conveniently located with respect to repair and maintenance areas.
- 8) Any waste receptacles placed on docks or near water's edge should be secured.





- 9) Disposal of liquid waste in solid waste receptacles will not be permitted.
- 10) Provide separation of solid and liquid waste for recycling. Furnish containers for separation of recyclable material and other recyclables in clearly marked, accessible locations. Post notices to inform users of required separation practices.
- 11) Appropriate receptacles for waste oil and antifreeze should be provided.
- 12) Use tarps and vacuums to contain and collect paint chips, sandings and other debris from boat maintenance areas. Dispose of non-hazardous solids in a covered dumpster or other covered solid waste receptacle. Dispose of hazardous wastes in accordance with BMP 4.0.
- 13) Dustless sanders are the approved method for sanding during boat work.
- 14) After the contents of a drum or container are used, it should be flattened and made unusable. If possible, re-use or recycle empty drums rather than dispose as solid waste.
- 15) Cleaning must be done to prevent debris from falling into the water and to prevent the accumulation of waste materials that may get blown onto surface water. Cleaning with a vacuum is the preferred method for collecting sandings and trash. Hosing of decks and docks should not be done when it might cause debris to be washed into the drains or directly into receiving waters.
- 16) Boat Yard operators are responsible for the contents of their dumpsters and hazardous waste should never be put in them. Dumpsters may be locked to prevent "midnight dumping".

#### **Demolition of Buildings on Port Grounds**

The Port Manager and/or Harbormaster must ensure that, in conformance with all local, state and federal laws and ordinances, all utilities, alarms, fire suppression systems, battery backups, pumps, wells, heating/cooling, above/underground storage, wastewater treatment, asbestos-containing building materials, hazardous materials, hazardous wastes, solid wastes and lead-painted surfaces will be disconnected, decommissioned and/or removed prior to building demolition.

#### **BMP 6.0 Stormwater Management:**

The purpose of this BMP is to address stormwater management.

- 1) Stormwater runoff from parking lots as well as other facility areas represents a significant mode of transportation of contaminants from land-based Boat Yard facilities and activities to Boat Yard waters. The runoff water quality constituents from parking areas and other impervious surfaces include pollutants typical of urban runoff (e.g. nutrients, metals, suspended solids, hydrocarbons, bacteria, etc.). However, depending upon the nature of specific activities within the Boat Yard, (boat scrapings and painting, boat cleaning, fueling, engine repair, commercial fisheries, etc.) runoff may contain higher concentrations of some pollutants. Pollutants generated from these activities may, in some cases, not be adequately treated in stormwater treatment devices without design modifications.

- 2) All areas of the Port of Brookings Harbor Boat Yard should be cleaned on a regular basis to prevent oils, paints, dust, grinding residues and other materials from being washed into surface waters, storm drains, ditches, swales, sloughs and other water courses.
- 3) Cleanup of Boat Yard areas should be accomplished by mechanical or manual methods to sweep up or collect debris. Debris in work areas should not be allowed to accumulate and should be cleaned up after each job.
- 4) Dispose of material in accordance with BMP 4.0 Hazardous Waste, or BMP 5.0 Solid Waste.

### **BMP 6.1 Stormwater Runoff Quality Management: Maintenance of Oil and Sediment Trapping Devices.**

The purpose of this BMP is to address stormwater management as it relates to maintenance of oil and sediment trapping devices.

- 1) Structural measures may be employed at Boat Yards to direct stormwater runoff from parking lots, roofs, and other facility areas to oil/grit separation devices and other sediment trapping facilities.
- 2) Rinse water from boat washing operations should be directed into an oil and silt trapping device as part of the treatment system, but not into a common device. To maximize the performance of these devices, this BMP deals with the maintenance and cleaning of oil/grit separator devices, catch basins and other sediment traps.
- 3) All sediment traps and oil/grit separators in the stormwater drainage system should be inspected on a monthly basis and after each major storm event, and cleaned as necessary to ensure the interception and retention of oils and solids entering the drainage system. At a minimum, stormwater cartridges will be replaced annually as records of those replacements are maintained.
- 4) Sediment and grit traps associated with pressure washing should be inspected after each use to ensure the retention of solids.
- 5) Inspections can be done visually. Clean out can be done manually, or by using a vacuum device. Wastes should be disposed of appropriately as solid waste after de-watering.
- 6) Oil may be removed by a skimming device and disposed as waste oil or by using absorbent pads and disposed as a solid waste.

### **BMP 7.0 Maintenance of Physical Structures:**

Physical structures within the Port of Brookings Harbor may contribute pollutants to the marine environment as materials degrade or through leaching. Maintenance activities for these structures can be a source of pollution. The purpose of this BMP is to minimize these potential sources through the selection of suitable repair or replacement materials as well as through appropriate maintenance practices. This BMP deals with maintenance and repair practices for waterfront and

in-water structures, as well as shore-side structures. This BMP addresses pollutants deriving from the following sources:

- 1) Treated timber used for waterfront and in-water structures.
- 2) Paints, solvents, paint chips and related materials from scraping and painting operations.
- 3) Floatable debris from deteriorating waterfront structures, such as broken and degraded styrofoam from floats. Source Reduction:
  - Natural vegetation should be used for shoreline stabilization whenever feasible and maintained in a good condition by prompt repair and reseeding of washouts and other losses of vegetation.
  - Riprap revetments are generally encouraged over vertical bulkheads, because sloping rip rapped embankments provide greater habitat and reduce wave reflections. Permits are required through the Oregon Division of State Lands and the U.S. Army Corps of Engineers.
  - Timber which has been pressure treated with a preservative such as chromated copper arsenate (CCA) is generally preferred over creosote treated materials for construction and replacement. Where appropriate, steel piling should be used.
  - Scraping of in-water structures and land-side structures should be conducted according to the same management principles as for vessels. Refer to BMP 1.2.
  - Painting of structures should be conducted according to the same management principles as for vessels, refer to BMP 1.3.
  - Where feasible, floating structures should be removed to shore. Line facilities for scraping, painting and major repairs.
  - All styrofoam floats must be encapsulated.

### **BMP 8.0 Prevention of Abandoned and Derelict Vessels in Year-Round Moorages:**

In the past decade, Oregon has seen an increase in the number of abandoned and derelict vessels (ADV) that are present on waterways and moored at marinas and public ports. These vessels can become very expensive for a marina to dispose of when an owner abandons it and leaves the clean-up for others to manage. In addition, these ADVs pose a serious threat of environmental pollution in most cases so it's vital that all parties involved with managing recreational boating (government agencies and marina managers) take significant steps to curb the problem. Due to the increase in the severity of the issue, the Oregon State Marine Board (OSMB) and other partners have developed some guidance for port and marina management that will help to mitigate the ongoing issue of abandoned boats. Listed below are the best management practices (BMPs) that, if fully implemented, should alleviate some of the problems currently faced by marina managers. The three main elements to this strategy are: (1) an adequate vessel insurance policy to cover salvage and clean-up of oil/fuel spills, (2) requirements that all vessels moored at

Z:\POBH\ADMINISTRATION\Policies and Procedures\Policies\Approved Policies\2022 Approved Policies\Best Practices Management - APPROVED.docx

marinas are kept in a seaworthy condition at all times, and (3) requirements that all moored recreational vessels must meet registration requirements prescribed by Oregon state law.

Marina policies should:

**Insurance**

- Require proof of adequate vessel insurance from customers and verify that the policy covers the cost of salvage (sometimes referred to as coverage for the boat hull and equipment) in the event of a sinking at the docks, in addition to environmental clean-up activities for an oil or fuel spill.
- Require that a customer's insurance policy name the marina as a third-party designee and that they provide a copy of the policy declarations page to the marina. This ensures the marina is made aware of any lapses or changes in a policy.

AND/OR

- Ensure that the marina's insurance policy covers the salvage of sunken vessels and cleanup of oil/fuel spills for *any* vessel moored at their facility.
  - As a certified Clean Marina, you might be eligible for a discount on your facility's environmental liability insurance, so make sure to investigate this with your insurance company.

**Seaworthiness:**

- Require all owners to keep their vessels in a seaworthy condition. Any vessel of concern as identified by either the marina management, a State agency, or local law enforcement shall be required to perform a seaworthiness demonstration. This can be as simple as having a vessel leave the marina under its own power and then return to the docks.
- If seaworthiness cannot be proven, then a vessel owner shall be given no more than 90 days to complete any necessary maintenance to return it to a seaworthy condition. If this cannot be completed, the vessel will need to be removed from the water at the owner's expense.
  - No vessel should be allowed to become derelict at the docks. Vessels should not have multiple tarps covering them unless they are kept adequately secured and in good condition. Accumulation of growing moss topside should not be allowed, and any heavy underwater hull fouling should be addressed (out-of-the-water work). Vessel propulsion systems shall always be maintained in working order and bilge pumps shouldn't have to run continuously to keep vessels afloat.

**State Registration:**

Z:\POBH\ADMINISTRATION\Policies and Procedures\Policies\Approved Policies\2022 Approved Policies\Best Practices Management - APPROVED.docx

## POBH Best Management Practices

- Marina staff shall perform regular checks on the docks for compliance with state registration requirements. No vessels shall have expired stickers displayed.
  - All owners are required to maintain state registration if their vessel is in Oregon waters, even if the boat is not in use. Additionally, all federally documented recreational boats are required to maintain a valid state registration and display a sticker on the stern of the vessel.
  - Marinas should always maintain a minimum 90% registration compliance rate on the docks and strive for 100% compliance. Delinquent vessel owners should be contacted regularly for compliance follow-up and be given a deadline to comply.
- Marina managers should ensure that the moorage lessee is the owner listed on the vessel title. If a discrepancy is noted, the marina manager should determine whether there is a valid reason or if the lessee should be referred to the OSMB to properly title the vessel.
- If boaters remain noncompliant then it's recommended that your County Sheriff's Marine Patrol be contacted and that you ask them to perform an enforcement action.

### **Moorage Rules:**

- Update moorage rules and customer agreements to include the above items if they are not already part of your current package.
- Ensure moorage agreements provide the marina with the authority to require an owner to remove the vessel from the water if the boat is not in compliance with required moorage rules and give authority to the marina to remove a vessel of concern at the owner's expense if they don't comply with a marina order to do so.
- Actively enforce all established moorage rules and complete required follow-up activities for vessels deemed not-in-compliance in a timely fashion.
- Require tenants to notify marina management immediately if a vessel is sold and remains at the marina.

# ACTION ITEM – B

---

**DATE:** June 21, 2023  
**RE:** El Cazadores Purchase Sale Agreement  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

---

## OVERVIEW

- Board received a letter from new owners asking for Board consideration on sale or reduced rate for the area.
- November 2022 Regular Meeting Board reviewed a current appraisal on the land.
- December 21, Board approved allowing the Port Manager to enter into negotiations with legal counsel and start a draft Purchase Sale Agreement for the sale of Port property.
- January 18, proceed with term sheet to present on February 15, 2023 Board meeting.
- February 15, Board decided for a lease option given proposal from El Cazadores.
- Cindi & Javier Olmedo have offered to purchase the land for the full asking price.
- On April 19, Board approved Port Manager to work with legal counsel to create a Purchase Sale Agreement for full asking price and have the Port Manager contact Business Oregon for Release for Lien documentation.

## DOCUMENTS

- Draft Purchase and Sale Agreement, 25 pages

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve the purchase sale agreement with Cendi and Javier Olmedo

DRAFT

**PURCHASE AND SALE AGREEMENT  
(Port of Brookings Harbor)**

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is dated for reference purposes as of June \_\_, 2023, by and between PORT OF BROOKINGS HARBOR, an Oregon special district, whose address is 16330 Lower Harbor Road, Brookings, Oregon 97415 (the "Seller"), and CENDI LORENA OLMEDO and JAVIER OLMEDO, a married couple, whose address is 730 Sixth Street, Brookings, Oregon 97415 (the "Buyer"). The date that this Agreement is executed by both Buyer and Seller and a fully-executed copy is delivered to each party is the "Effective Date."

**RECITALS**

**A.** Seller is the owner of the real property and improvements commonly known as Curry County APN R24829, Taxlot 4113-08A-00400-00 located in Brookings, Curry County, Oregon, and more particularly described on attached Exhibit A (the "Property").

**B.** Buyer is the owner of the real property and improvements commonly known as El Cazadores Mexican Restaurant located at Curry County APN R38671, Taxlot 4113-05DD-03701-00 in Brookings, Curry County, Oregon, and more particularly described on the attached Exhibit B (the "Adjacent Property").

**C.** Subject to the satisfaction of the PLA Contingency (as defined below), Buyer desires to purchase from Seller a portion of the Property through a property line adjustment, and Seller is willing to sell and convey a portion of the Property to Buyer to be added to the Adjacent Property, on and subject to the terms of this Agreement. The portion of the Property owned by Seller to be conveyed to Buyer is referred to in this Agreement as the "PLA Property" which shall property shall be in substantially the form set forth on the map attached as Exhibit C. Once completed and recorded by a surveyor, a map and legal description of the PLA Property shall automatically replace Exhibit C hereof.

**D.** Seller will seek approval of a property line adjustment from Curry County with respect to the Property and Adjacent Property so that the PLA Property is conveyed from the Property and added to the Adjacent Property. Buyer and Seller acknowledge that the transaction contemplated by this Agreement is contingent on the Seller receiving preliminary approval of this property line adjustment ("Approval Letter") and recording the Deed (or deeds, if required, as further described in Sections 11.1.1 and 11.2.3) in the official records of Curry County, Oregon ("PLA Recording").

The terms of this Agreement are as follows:

**AGREEMENT**

- 1. Purchase and Sale.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the PLA Property upon the terms and conditions set forth in this Agreement.

2. **Deposit.** Within three (3) business days after the Effective Date, Buyer shall deposit with CURRY COUNTY TITLE, INC. whose address is 937 Chetco Avenue, Suite C, Brookings, Oregon 97415 (the "Title Company") into escrow the sum of \$5,000.00 (the "Earnest Money"). The Title Company may invest the Earnest Money in a federally insured, interest-bearing account, if so directed by the parties. If the Earnest Money is retained by Seller, Seller shall receive the interest. If the Earnest Money is returned to Buyer, Buyer shall receive the interest.
3. **Purchase Price.** The purchase price for the PLA Property shall be \$52,000.00 (the "Purchase Price"). The Purchase Price shall be payable as follows:
  - 3.1 **Earnest Money.** At Closing, the Earnest Money, together with interest on it, shall be credited toward payment of the Purchase Price.
  - 3.2 **Cash Balance.** On or before the Closing Date (as hereafter defined), Buyer shall deposit into escrow the cash, a wire transfer of funds, or other "immediately available funds," the amount of the balance of the Purchase Price plus any other sums Buyer is required to pay pursuant to the terms of this Agreement or required to be paid by Buyer to close the purchase.
4. **Opening of Escrow.** With the deposit by Buyer of Earnest Money, escrow shall be opened for consummating this transaction. Within three (3) business days after the Effective Date, Buyer and Seller shall deliver a fully executed copy of this Agreement to the Title Company. Buyer and Seller hereby authorize their respective attorneys to execute and deliver into escrow any additional or supplemental instructions as may be necessary or convenient to implement the terms of this Agreement and to close this transaction. In the event of any conflict between such additional or supplemental instructions and the express terms of this Agreement, the terms of this Agreement shall control.
5. **Closing Date.** This transaction shall close on a date that is mutually agreed upon between Buyer and Seller, but in no event shall the Closing occur later than thirty (30) days after the satisfaction of the PLA Contingency (the "Closing Date"). Notwithstanding the foregoing, upon not less than three (3) days' notice given before the Closing Date, Seller may extend the Closing Date by an additional thirty (30) days for the sole purpose of obtaining a release of the PLA Property from the lien of a mortgage held by The State of Oregon, acting by and through its Oregon Infrastructure Finance Authority, recorded on November 5, 2015, as Document No. 2015-04083 in the records of Curry County, Oregon, provided Seller has taken reasonable measures to attempt to obtain the release before such notice is given. The term "Closing" means the date that the Deed described in Section 11.1.1 is recorded and the cash portion of the Purchase Price is available for distribution to Seller in accordance with the settlement statement prepared by the Title Company and approved in writing by Seller.



## 6. Title Report.

- 6.1 Preliminary Title Report.** Within three (3) days after the Effective Date, Seller, at Seller's cost and expense, shall cause the Title Company to issue to Buyer its preliminary title report or title commitment (or pro forma report if required by Title Company) on the PLA Property (the "Title Report"), along with copies of all documents that give rise to exceptions listed in the report (the "Exception Documents").
- 6.2 Buyer's Title Notice.** Within the later of (a) ten (10) days of receiving the Title report and the Exception Documents, or (b) fourteen (10) days after the Effective Date, Buyer shall give Seller written notice ("Buyer's Title Notice") setting forth the title exceptions that are not acceptable to Buyer (the "Unacceptable Exceptions"). If Buyer fails to provide the Buyer's Title Notice within the required time period, then Buyer shall be deemed to have waived Buyer's right to object to the Title report. All other exceptions other than those objected to shall be deemed acceptable to Buyer ("Permitted Exceptions").
- 6.3 Seller's Title Notice.** Seller shall have ten (10) days after receiving Buyer's notice within which to give Buyer Seller's written notice ("Seller's Title Notice") agreeing to eliminate some or all of the Unacceptable Exceptions or declining to eliminate some or all of the Unacceptable Exceptions. If Seller agrees to eliminate any Unacceptable Exceptions, Seller shall be obligated to do so at its cost on or before the Closing Date. If Seller fails to provide the Seller's Title Notice within the required time period, then Seller shall be deemed to have declined to remove all of the Unacceptable Exceptions shown in the Buyer's Title Notice.
- 6.4 Buyer's Final Title Notice.** If Seller declines or is deemed to have declined to remove any of the Unacceptable Exceptions in Buyer's Title Notice, then Buyer may elect, by written notice ("Buyer's Final Title Notice") given to Seller within five (5) days after Buyer received or the lapse of Seller's 7-day period to deliver Seller's Title Notice, if Seller failed to provide the Seller's Title Notice, Buyer may elect to either (a) terminate this Agreement and receive a refund of the Earnest Money or (b) waive Buyer's objections to the Unacceptable Exceptions that Seller declined or is deemed to have declined to remove and proceed with the transaction contemplated by this Agreement. If Buyer fails to provide the Buyer's Final Title Notice within the required time period, then Buyer shall be deemed to have waived Buyer's objections to the Unacceptable Exceptions that Seller declined or is deemed to have declined to remove.
- 6.5 Title Company Revision to Title Report.** Buyer may terminate this Agreement and receive a refund of any Earnest Money if after the process set forth above in this Section 6 the Title Company revises the Title Report to add exceptions that are materially adverse to Buyer or modifies a title exception in a manner that is materially adverse to Buyer, if within three (3) days after Buyer's receipt of the revised Title Report, Buyer notifies Seller that such additions or modifications are

not acceptable to Buyer and if Seller fails to take such action to cause such additions or modifications to not be shown on the title policy by the Closing Date.

7. **Site Study Review.**

- 7.1 **Right to Inspect.** Before the Closing Date, Buyer may engage consultants or engineers of Buyer's choosing to conduct non-invasive site studies, including without limitation environmental assessments, of the PLA Property as Buyer deems necessary. Buyer or its agents shall have the right to enter the PLA Property at reasonable times before the Closing Date to make such tests, inspections, studies, and other investigations as Buyer may require, at Buyer's expense and risk.
- 7.2 **Indemnification of Seller.** Buyer shall defend, indemnify and hold Seller harmless from any loss, damage, or liability arising out of or as a result of Buyer's or Buyer's agents, employees, or contractors access to the PLA Property under this Section 7.
- 7.3 **Scope of Inspection.** Buyer shall complete a thorough investigation of the PLA Property, including without limitation the PLA Property's operations, income and expenses pertaining to the PLA Property, and the condition of the PLA Property in sufficient time such that Buyer shall be in a position to make an informed decision whether to waive the Due Diligence Contingencies no later than the Due Diligence Deadline Date. Without limiting the foregoing, on or before the Due Diligence Deadline Date, Buyer shall be entitled to (a) review the zoning of the PLA Property, the environmental condition of the PLA Property, the PLA Property's compliance with applicable laws, regulations, and other governmental requirements, and (b) investigate, and obtain reports from reliable, reputable, and experienced experts on, ADA compliance, the environmental condition of the Property, the condition of PLA Property's systems and equipment, and the structural condition of the improvements on the PLA Property, or any other matter reasonably related to the feasibility or suitability of the PLA Property for Buyer.
- 7.4 **Inspection Terms.** Buyer and Seller agree that (a) all inspections of the PLA Property by Buyer or its representatives shall be conducted during normal business hours and on not less than two (2) business days' prior notice to Seller; (b) Seller shall be entitled to require that representatives of Seller accompany representatives of Buyer on all inspections of the PLA Property; (c) all inspections by Buyer or its representatives shall be conducted in such manner as shall be required in order not to physically damage the PLA Property in any material respect or materially interfere with the operations of the PLA Property; (d) prior to entering onto the PLA Property or conducting any inspections of the PLA Property, Buyer or each of its contractors or agents, as applicable, will be required to provide proof which is reasonably satisfactory to Seller of the existence of liability insurance in an amount which is not less than \$1,000,000 per occurrence covering the activities of Buyer or such contractor or agent, as

applicable, and naming Seller as an additional insured; (e) Buyer shall be required to obtain Seller's prior written approval of the scope and methods of any Phase II environmental assessment of the PLA Property or other physically intrusive inspection or examination such as core drilling; and (f) the PLA Property shall be restored by Buyer to its present condition after any such inspections, examinations or tests, at Buyer's sole expense.

## 8. Property Line Adjustment.

- 8.1 The obligation of the Parties to close this transaction, in addition to all other contingencies contained herein, is conditioned on the Seller's receipt of the Approval Letter enabling it to accomplish the PLA Recording on the Closing Date ("PLA Contingency").
- 8.2 Seller will use commercially reasonable efforts to seek approval of a property line adjustment from Curry County with respect to the Property and Adjacent Property so that the PLA Property is conveyed from the Property and added to the Adjacent Property, including but not limited to engaging a surveyor, filing the application for a property line adjustment, and contesting any appeals. Buyer agrees to sign, at its sole expense, any and all applications and documents necessary for the property line adjustment prior to or on the Closing Date.
- 8.3 All out-of-pocket costs of preparing and submitting the property line adjustment application and obtaining the Approval Letter (including but not limited to application, mapping, and any other fees payable to governmental authorities in connection with the application, surveyor's fees, the actual out-of-pocket costs of complying with any condition imposed in connection with the application and any other out-of-pocket costs incurred by Seller in connection with obtaining the Approval Letter (including any appeal of the notice of decision thereof)) ("PLA Costs"), shall be borne solely by Buyer, and payable to Seller (in addition to the Purchase Price) at Closing. Seller shall submit reasonable evidence of all such costs in advance of Closing, and will advise Buyer, within a reasonable time after request, of the balance of costs incurred, from time to time.
- 8.4 In the event the property line adjustment is appealed by a third party, Buyer may deliver to Seller written notice within five (5) days of Buyer's notice of the appeal a request that Seller contest the appeal (the "Appeal Defense Request"). Upon receiving the Appeal Defense Request, Seller will use commercially reasonable efforts to contest the appeal, provided, however, that Buyer shall pay all costs related to the defense of the appeal including, without limitation, attorney's fees, administrative and court costs, expenses, and any other out-of-pocket costs incurred by Seller in connection with defending the appeal. Seller shall submit reasonable evidence of all such costs in advance of Closing, and will advise Buyer, within a reasonable time after request, of the balance of costs incurred, from time to time. If Buyer does not timely deliver the Appeal Defense Request, Seller may terminate this Agreement upon five (5) days' notice, provided that if

the appeal is dismissed before such termination is effective, such notice shall be automatically revoked.

8.5 The Parties acknowledge and agree that the PLA Property does not constitute a legal lot, and accordingly under Oregon law, cannot be conveyed unless and until the Approval Letter is obtained. Accordingly, the Parties acknowledge and agree that neither Party may waive the PLA Contingency.

8.6 In the event the PLA Contingency has not been satisfied within one hundred twenty (120) days after the execution of this Agreement, either party may terminate this Agreement upon seven (7) days' notice, provided that if the PLA Contingency is satisfied before such termination is effective, such notice shall be automatically revoked.

9. **Seller's Contingencies.** Seller's obligation to close this transaction shall be subject to:

9.1 **No Default.** Buyer is not in default of Buyer's covenants, representations or warranties under this Agreement and all contingencies of closing that are for benefit of Seller have been satisfied.

9.2 **Property Line Adjustment.** Seller shall have received the Approval Letter, enabling Seller to convey the PLA Property to Buyer.

9.3 **Deliveries.** Buyer's delivery to the Title Company on or before the Closing Date, for disbursement as provided herein, of the Purchase Price and the documents and materials described in this Agreement.

10. **Buyer's Contingencies.** Buyer's obligation to close this transaction is contingent upon satisfaction of each of the following conditions:

10.1 **Due Diligence Contingency.** Buyer's approval, in Buyer's sole discretion, with the results of Buyer's inspections of the physical and environmental condition, and suitability of the PLA Property pursuant to Section 7 (the "Due Diligence Contingencies") and the satisfaction or waiver by Buyer of such Due Diligence Contingencies on or before the later of (a) thirty (30) days after the Effective Date, and (b) the satisfaction of the title contingency in Section 6 either by Seller's Title Notice agreeing to remove all Unacceptable Exceptions or Buyer's Final Title Notice (the "Due Diligence Deadline Date"). If Buyer does not deliver to Seller a written notice waiving all of the Due Diligence Contingencies on or before the Due Diligence Deadline Date or if Buyer terminates this Agreement in writing on or prior to the Due Diligence Deadline Date, then this Agreement shall be deemed to have terminated, and the Earnest Money shall be refunded to Buyer in full and neither party shall have any further obligation to the other hereunder other than those obligations that by their terms expressly survive the termination of this Agreement. Upon waiver of the Due Diligence Contingencies, the Earnest Money shall be non-refundable, except in the event of the failure of the PLA Contingency or Seller's breach.

- 10.2 Property Line Adjustment.** Seller shall have received the Approval Letter, enabling Seller to convey the PLA Property to Buyer.
- 10.3 No Material Changes.** At the Closing Date, there shall have been no material adverse changes related to or connected with the PLA Property.
- 10.4 No Default.** Seller is not in default of Seller's covenants, representations or warranties under this Agreement and all contingencies of closing which are for the benefit of Buyer have been satisfied.
- 10.5 Seller's Deliveries.** Seller shall have timely delivered each and every item to be delivered by Seller pursuant to this Agreement.
- 11. Deliveries to Title Company.**
- 11.1 By Seller.** On or before the Closing Date, Seller shall deliver the following in escrow to the Title Company:
- 11.1.1 Deed.** A special warranty deed, based on the Oregon statutory form, modified only as necessary to effectuate the property line adjustment (the "Deed") duly executed and acknowledged in recordable form by Seller conveying the PLA Property to Buyer subject only to the Permitted Exceptions, exclusive of the standard printed exceptions found in the policy of title insurance issued by the Title Company (or, if in addition to such modified special warranty deed, one or more additional deeds are required by Curry County to confirm the adjusted boundaries of the Property and Adjusted Property, then such bargain and sale deeds based on the Oregon statutory form, modified only as necessary effectuate such purposes, as are required, duly executed and acknowledged in recordable form).
- 11.1.2 Nonforeign Certification.** Seller represents and warrants that it is not a "foreign person" as defined in Internal Revenue Code Section 1445. Seller will give an affidavit to Buyer to this effect in a form customarily used.
- 11.1.3 Proof of Authority.** Such proof of Seller's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering the Deed and any instruments, documents, or certificates on behalf of Seller to act for and bind Seller, as may be reasonably required by the Title Company and/or Buyer.
- 11.1.4 Closing Affidavit.** The Title Company's commercially reasonable standard closing affidavit, as may be reasonably requested by the Title Company in order to issue the title policy.

11.2 **By Buyer.** On or before the Closing Date, Buyer shall deliver the following in escrow to the Title Company:

11.2.1 **Purchase Price.** The Purchase Price in accordance with Section 1 above.

11.2.2 **PLA Costs.** The PLA costs in accordance with Section 8 above.

11.2.3 **Boundary Confirmation Deed.** If in addition to the Deed one or more additional deeds are required by Curry County to confirm the adjusted boundaries of the Property and Adjusted Property, then such bargain and sale deeds based on the Oregon statutory form, modified only as necessary effectuate such purposes, as are required, duly executed and acknowledged in recordable form.

11.2.4 **Prorations.** The amount due Seller, if any, after the prorations are computed in accordance with Section 15 below.

11.2.5 **Proof of Authority.** Such proof of Buyer's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any other instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer, as may be reasonably required by the Title Company and/or Seller.

12. **Deliveries to Buyer at Closing.** Seller shall deliver possession of the PLA Property to Buyer at close of escrow.

13. **Title Insurance.** At Closing, Seller shall provide, at its expense, a commitment from the Title Company to issue a standard owner's title insurance policy in the amount of the Purchase Price, insuring title vested in Buyer, subject only to the standard general preprinted exceptions and the Permitted Exceptions. Buyer shall have the right, if Buyer so elects and at its sole cost, to cause the title policy to be issued as an extended coverage policy, provided Buyer pays the additional premiums and all survey costs associated therewith.

14. **Adjustments.** Seller shall pay for the standard coverage title insurance policy, one-half of all escrow fees and costs, and Seller's share of prorations pursuant to Section 15 below. Buyer shall pay recording charges, one-half of all escrow fees and costs, and Buyer's share of prorations pursuant to Section 15 below. Buyer and Seller shall each pay its own legal and professional fees of other consultants incurred by Buyer and Seller, respectively. All other costs and expenses shall be allocated between Buyer and Seller in accordance with the customary practice in the county where the PLA Property is located. At Closing, Buyer shall contribute any funds necessary to pay its share of adjustments.

**15. Prorations.**

- 15.1 General.** Presently existing taxes, assessments that are not being paid off at Closing, improvement bonds which are not being paid off at Closing, and other expenses, if any, affecting the PLA Property, shall be prorated as of the Closing Date. For the purpose of calculating prorations, Buyer shall be deemed to be in title to the PLA Property and, therefore, entitled to any income and responsibility for the expenses for the entire Closing Date.
- 15.2 Recapture of Property Taxes.** Any recapture of property taxes (such as might occur as a result of an act such as changing use of the PLA Property that affects a special property tax designation including without limitation special designations for farm, timber or historical uses of the PLA Property) that accrues on or after the Closing Date shall be allocated to Buyer even if the computation of the amount of such recapture taxes is based on taxes paid prior to the Closing Date. Any recapture of property taxes that accrues prior to the Closing Date shall be allocated to Seller, but if the recapture occurred as a result of an action taken at the request of or for the benefit of Buyer after the Effective Date, such recaptured property taxes shall be allocated to Buyer.
- 15.3 Method of Proration.** Except as otherwise provided in this Agreement, all prorations shall be made in accordance with customary practice in the county where the PLA Property is located, except as expressly provided herein. If the bill for current taxes on the PLA Property is not available as of the Closing Date, the parties shall prorate in escrow based on taxes for the prior year and out of escrow when the bill for the current taxes is available, shall prorate any remaining amounts. Such prorations, if and to the extent known and agreed on as of the Closing Date, shall be paid by Buyer to Seller (if the prorations result in a net credit to Seller) or by Seller to Buyer (if the prorations result in a net credit to Buyer) by increasing or reducing the cash to be paid by Buyer at closing. Any such prorations not determined or not agreed on as of the Closing Date shall be paid by Buyer to Seller, or by Seller to Buyer, as the case may be, in cash as soon as practicable following the Closing Date.

**16. Seller's Representations and Warranties.** In addition to any express agreements of Seller contained herein, the following constitute representations, warranties and covenants of Seller to Buyer:

**16.1 Representations Regarding Seller's Authority.**

- 16.1.1** Seller has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.
- 16.1.2** All requisite action has been taken by Seller in connection with entering into this Agreement, the instruments referred to herein, and the consummation of the transactions contemplated herein. No further

consent of any judicial or administrative body, governmental authority, or other party is required.

16.1.3 The persons executing this Agreement and the instruments referred to herein on behalf of Seller and the partners, officers, or trustees of Seller, if any, have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.

16.1.4 This Agreement and all documents required to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

16.2 **General Representation.** Seller's representations and warranties contained in Section 16 are true and accurate, and are not misleading. Seller's representations and warranties contained herein shall be continuing and shall be true and correct as of the Closing Date with the same force and effect as if remade by Seller in a separate certificate at that time. Seller's representations and warranties contained herein shall survive the Closing Date for a period of six months and shall not merge into the deed and the recordation of the deed in the official records.

17. **As Is.** Seller is selling and Buyer is acquiring the PLA Property AS IS, WHERE IS, with all faults and defects, whether patent or latent. Except as otherwise expressly provided in this Agreement, Seller has not made any other representations, express or implied, regarding the PLA Property and Buyer has not relied on any. Buyer acknowledges that any and all information, feasibility or marketing reports, environmental or physical condition reports, or other information of any type that Buyer has received or may receive from Seller or Seller's agents (if any) is furnished on the express condition that Buyer shall or would make an independent verification of the accuracy of any and all such information, all such information being furnished without any warranty as to its accuracy whatsoever. Buyer shall rely upon its own inspection and its own professional advisors in its examination of the PLA Property and all improvements thereon. By closing the sale, Buyer represents, warrants, and covenants to Seller that, Buyer has conducted Buyer's own investigation of the PLA Property and the physical condition thereof, including, without limitation, accessibility and location of utilities, use of hazardous materials on, from, or under the PLA Property, earthquake preparedness of the PLA Property, all matters concerning the PLA Property with respect to taxes, assessments, income and expense data, bonds, permissible uses, zoning, covenants, conditions and restrictions, and other matters which in Buyer's judgment are necessary or advisable or might affect or influence Buyer's use of the PLA Property, or bear upon the value and suitability of the PLA Property for Buyer's intended purposes, or Buyer's willingness to enter into this agreement. Buyer recognizes that Seller would not sell the PLA Property except on an as is, where is basis, and acknowledges that Seller has made no representations or warranties of any kind in connection with the PLA Property except as expressly set forth in this Agreement. Buyer expressly waives all claims it may have against Seller in any way relating to the PLA Property or its condition, with the sole exception of Buyer's claims under



this Agreement, and the Deed or other documents or instruments being delivered by Seller. Buyer and anyone claiming by, through or under Buyer hereby fully and irrevocable waives and releases Seller and each of its officers, employees, representatives, agents, successors and assigns, and any contractors or subcontractors (including without limitation architects and engineers) who may have performed work related to the PLA Property, regardless of whether there is any direct privity of contract to Seller or any person previously having an ownership interest in the PLA Property (collectively "released party") from any and all claims that it may now have or hereafter acquire against any released party for and against any costs, losses, demands, penalties, fines, liens, judgments, injuries, liabilities, damages, expenses, demands, claims, actions or causes of action, whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or related to the PLA Property, or any portion thereof, and/or any construction defects, errors, omissions, or other conditions, latent or otherwise, geotechnical and seismic, affecting the PLA Property, or any portion thereof, including, without limitation the environmental condition of the PLA Property or any law applicable thereto.

18. **Buyer's Representations and Warranties.** In addition to any express agreements of Buyer contained herein, the following constitute representations and warranties of Buyer to Seller:
- 18.1 Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.
- 18.2 All requisite action (corporate, trust, partnership, or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, member, manager, creditor, investor, judicial or administrative body, governmental authority, or other party is required.
- 18.3 The persons executing this Agreement and the instruments referred to herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.
- 18.4 This Agreement and all documents required by it to be executed by Buyer are and shall be valid, legally binding obligations of, and enforceable against Buyer in accordance with their terms.
19. **Limitation of Liability for Breach of Warranties and Representations.** Neither party shall have any liability after Closing for the breach of a representation or warranty hereunder of which the other party hereto had knowledge as of the Closing Date. Notwithstanding any of the provisions of this Agreement, any agreement contemplated by this Agreement, or any rights that Buyer might otherwise have at law, equity or by

statute, whether based on contract or some other claim, Buyer agrees that any liability of Seller to Buyer will be limited to \$5,000.

20. **Damage or Destruction; Condemnation.** Until the Closing Date, the risk of loss shall be retained by Seller. Seller shall keep the PLA Property fully insured until close of escrow. In the event all or any material portion of the PLA Property is materially damaged, destroyed, or condemned or threatened with condemnation before the Closing Date, Buyer may terminate this Agreement. In such event, escrow will be terminated, the Earnest Money will be promptly returned to Buyer, and this Agreement shall have no further force or effect whatsoever. If a nonmaterial portion of the PLA Property is destroyed or condemned, this Agreement shall remain in full force and effect, including, without limitation, Buyer's obligation to close this transaction as provided for herein and to pay the full purchase price to Seller less any cost of repairs to be paid by Buyer, if any, to the extent not covered by insurance or condemnation proceeds. In such event, Buyer shall be assigned all insurance proceeds or condemnation proceeds payable to or for the account of Seller.

21. **Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed received on receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed received three days after deposit in the United States mail; (c) sent by overnight delivery using a nationally recognized overnight courier service, which notices and communications shall be deemed received one business day after deposit with such courier; or (d) if an e-mail address is shown below, sent by email, which notices and communications shall be deemed received on the delivering party's receipt of a transmission confirmation.

To Buyer: Cendi Lorena Olmedo and Javier Olmedo  
730 Sixth Street  
Brookings, Oregon 97415  
E-mail address: \_\_\_\_\_

To Seller: Port of Brookings Harbor  
16330 Lower Harbor Road  
Brookings, Oregon 97415  
Attn: Travis Webster  
Email: travis@portofbrookingsharbor.com

With a copy to: Miller Nash LLP  
3400 U.S. Bancorp Tower  
111 S.W. Fifth Avenue  
Portland, Oregon 97204  
Attn: James Walker  
Email: [james.walker@millernash.com](mailto:james.walker@millernash.com),  
[nathaniel.levy@millernash.com](mailto:nathaniel.levy@millernash.com)

Notice of change of address shall be given by written notice in the manner detailed in this section.

22. **Broker.** Buyer and Seller each represent and warrant to the other that there are no other brokers, agents, or finders, licensed or otherwise has been engaged in connection with the transaction contemplated by this Agreement. Seller agrees to pay its broker in accordance with the terms of a separate agreement. In the event of any such claim for broker's, agent's, or finder's fee or commission in connection with the negotiation, execution or consummation of this transaction, the party upon whose alleged statement, representation or agreement such claim or liability arises shall indemnify, hold harmless and defend the other party from and against such claim and liability, including without limitation, reasonable attorney's fees and court costs. Buyer and Seller acknowledge that the representations and warranties contained in this paragraph will survive the Closing and not be merged in the Deed.

23. **Required Actions of Buyer and Seller.** Buyer and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and shall use their best efforts to accomplish the Closing Date in accordance with the provisions herein.

24. **Remedies.**

24.1 **Default by Seller.** In the event the Closing Date and the consummation of the transaction herein contemplated do not occur by reason of any default by Seller, Buyer's only remedy shall be the return of the Earnest Money (with Buyer thereby waiving any other remedy, including specific performance, which Buyer shall have against Seller). Seller shall not be liable to Buyer for any lost profits, special, incidental, punitive, exemplary or consequential damages including but not limited to frustration of economic or business expectations.

24.2 **Default by Buyer.** In the event the Closing Date and the consummation of the transaction herein contemplated do not occur by reason of any default by Buyer, Buyer and Seller agree that it would be impractical and extremely difficult to estimate the damages that Seller may suffer. Therefore, Buyer and Seller agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that Buyer defaults and fails to complete the purchase of the PLA Property is and shall be, and Seller's sole and exclusive remedy (whether at law or in equity), an amount equal to the Earnest Money. This amount shall be the full,

agreed, and liquidated damages for the breach of this Agreement by Buyer, all other claims to damage or other remedies being herein expressly waived by Seller. The payment of this amount as liquidated damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. Upon default by Buyer, this Agreement shall be terminated and neither party shall have any further rights or obligations under it, each to the other, except for the right of Seller to collect such liquidated damages from Buyer. Notwithstanding Seller's retention of the Earnest Money as damages if Buyer fails to close, Buyer will also be responsible to Seller for any damage that Buyer or Buyer's agents and contractors may cause to the PLA Property before closing and Buyer must honor any agreements to indemnify that by their terms survive closing.

- 24.3 Cancellation Fees and Expenses.** In the event the escrow terminates because of the non-satisfaction of any condition for a reason other than the default of the Seller under this Agreement, the cancellation charges required to be paid to the Title Company (if any) shall be borne by Buyer. In the event this escrow terminates because of the Seller's default, the cancellation charges required to be paid to the Title Company (if any) shall be borne by the Seller.
- 25. Assignment.** Buyer shall not have the right to assign its rights and obligations under this Agreement without the consent of Seller, which consent may be withheld at the sole discretion of Seller. Any authorized assignee shall succeed to all the rights and remedies under this Agreement. Notwithstanding the foregoing, no such assignment shall relieve Buyer from its liability under this Agreement. In the event of assignment, the assignor waives notice, presentment, any defenses arising from subsequent modification of this Agreement, and any defenses other than those that may be raised by the assignee.
- 26. Confidentiality.** Except as permitted by this Section or as required by public records and meetings laws, Buyer and its representatives shall hold in confidence all non-public data and information obtained with respect to Seller or the PLA Property in Buyer's inspection and investigation of the PLA Property pursuant to this Agreement and shall not disclose the same to others; and Seller shall hold in confidence all non-public data and information obtained with respect to Buyer, Buyer's plans or Buyer's business and shall not disclose the same to others. Buyer and Seller may disclose such data and information (a) to their respective members, partners, principals, agents, brokers, affiliates, employees, clients, lenders, consultants, accountants and attorneys for purposes of evaluating the transactions or plans contemplated in or by this Agreement, and (b) to governmental authorities or other third parties to the extent required by applicable law. Either party shall, as its exclusive remedy for any violations of this Section, be entitled to seek an injunction restraining the other, or any parties to whom disclosure has been made by such party, from disclosures in violation of this provision.
- 27. Miscellaneous.**
- 27.1 Partial Invalidity.** If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to

persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 27.2 Waivers.** No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
- 27.3 Exhibits.** The exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.
- 27.4 Liability of Parties.** In the event that Seller or Buyer consists of more than one legal entity, the liability of each entity comprising Seller or Buyer shall be joint and several.
- 27.5 Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the permitted successors and assigns of the parties to it.
- 27.6 Electronic Signatures.** Electronic transmission of this Agreement and any document provided for in this Agreement, and retransmission of any transmission, will be the same as delivery of an original. This section shall not apply to any document that must be recorded.
- 27.7 Representation.** This Agreement was prepared by Miller Nash LLP, who represented Seller. Buyer represents that Buyer had an opportunity to consult with separate legal counsel prior to executing this Agreement. Buyer waives any claim that any term or condition should be construed against the drafter. This Agreement will be construed as if it had been prepared by both of the parties.
- 27.8 Attorney Fees.** In the event a party to this Agreement brings any action or suit against another party to this Agreement by reason of any breach of any of the covenants, agreements, or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorney fees, at trial and on appeal.
- 27.9 Entire Agreement.** This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior negotiations, discussion, agreements, and understandings between the parties with respect to it. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to

confer any benefit on any person, firm, or corporation other than the parties hereto.

**27.10 Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

**27.11 Time of Essence.** Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision.

**27.12 Construction.** Headings at the beginning of each section are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Unless otherwise indicated, all references to Sections are to this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. As used in this Agreement, "business day" means a day other than a Saturday, Sunday or legal holiday.

**27.13 Governing Law.** The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement shall be governed by, interpreted under, construed, applied, and enforced in accordance with the laws of the state of Oregon.

**28. STATUTORY LAND USE DISCLAIMER.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS

DRAFT

DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

*[Remainder of page intentionally left blank.]*

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

**SELLER:**

**BUYER:**

**PORT OF BROOKINGS HARBOR,**  
an Oregon special district

By: \_\_\_\_\_  
Richard Heap, President

Cendi Lorena Olmedo  
CENDI LORENA OLMEDO

Date \_\_\_\_\_

Date: 6/9/23

Javier Olmedo  
JAVIER OLMEDO

Date: 6/9/23



DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

DRAFT

## Exhibit "A"

Maptaxlot: 4113-08A -00400-00

Map Number: 41S13W08A

Taxlot: 400

ORMaptaxlot: 0841.00S13.00W08A0--000000400

PropertyID: R24829

Owner Information:

PORT OF BROOKINGS

PO BOX 848

BROOKINGS, OR 97415

DRAFT

**EXHIBIT B**

**LEGAL DESCRIPTION OF THE ADJACENT PROPERTY**

DRAFT

Exhibit "B"

Maptaxlot: 4113-05DD-03701-00

Map Number: 41S13W05DD

Taxlot: 3701

ORMaptaxlot: 0841.00S13.00W05DD--000003701

PropertyID: R38671

Owner Information:

OLMEDO, JAVIER ETAL

730 SIXTH ST

BROOKINGS, OR 97415

DRAFT

EXHIBIT C

DEPICTION OF THE PLA PROPERTY

DRAFT

Transfer Parcel  
Port of Brookings Harbor  
41-13-08A, Tax Lot 400  
To  
Olmedo  
41-13-05DDD, Tax Lot 3701

EXHIBIT C

A portion of a parcel of land lying in the SE1/4 of SE1/4 of Section 5, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, included within the following described lines:

BEGINNING at the Northwest corner of Parcel 1, Portside Suites Partition Plat No. 2017-03, recorded in Instrument No. 2017-3304, Official Records of Curry County, Oregon;  
thence, along the West line of said Parcel 1, South 16°49'53" East a distance of 97.82 feet to the Southwest corner of said Parcel 1;  
thence, leaving said West line, South 77°17'53" West a distance of 42.46 feet;  
thence North 13°17'04" West a distance of 100.84 feet, more or less, to a point that bears South 82°24'46" West from the point of beginning;  
thence North 82°24'46" East a distance of 36.58 feet, more or less, to the POINT OF BEGINNING.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JULY 25, 1995  
RICHARD P. ROBERTS  
2730

EXPIRATION DATE: 12/31/24

DRAFT

# EXHIBIT C

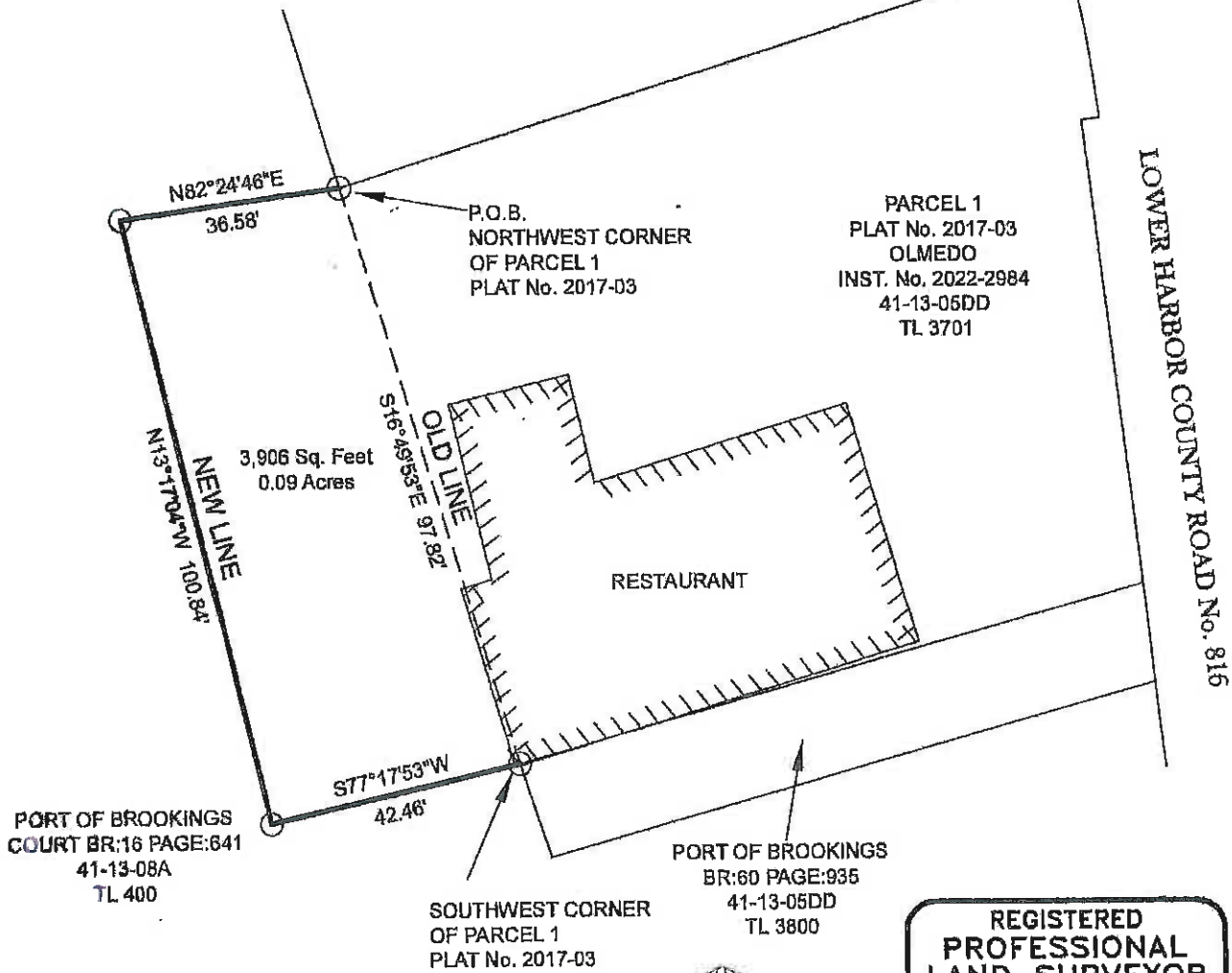
PROPOSED PROPERTY LINE ADJUSTMENT

LOCATED IN  
SE1/4 OF SE1/4, SECTION 5,  
T41S, R13W, WILLAMETTE MERIDIAN,  
CURRY COUNTY, OREGON

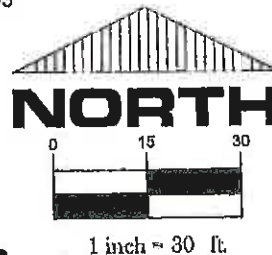
PARCEL 2  
PLAT No. 2017-03  
PORTSIDE SUITES, LLC  
INST. No. 2022-2516  
41-13-05DD  
TL 3700

PARCEL 1  
PLAT No. 2017-03  
OLMEDO  
INST. No. 2022-2984  
41-13-05DD  
TL 3701

LOWER HARBOR COUNTY ROAD No. 816



PREPARED FOR: PORT OF  
BROOKINGS HARBOR,  
DATE: 5/24/2023  
JOB #: 23-043



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 25, 1995  
RICHARD P. ROBERTS  
2730

EXPIRES 12/31/24

# Roberts & Associates

LAND SURVEYING INC.

611 SPRUCE STREET  
P.O. Box 1599  
Brookings, OR 97415

Ph: 541-469-0162

# ACTION ITEM – C

---

**DATE:** June 21, 2023  
**RE:** Brookings Real Estate (Augustino Estate & Vineyard) Letter of Intent  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

---

## OVERVIEW

- Building located at 16118 Lower Harbor Road became vacant February 1, 2023.
- An advertisement was published in the Curry Pilot along with the port's website advertising proposals for the building.
- April 10, The Board approved the Port Manager to negotiate the lease terms and create a draft lease with Brookings Real Estate (Augustino Estate & Vineyard) for Board approval.
- Port Counsel has create a letter of intent for Board approval and signature.

## DOCUMENTS

- Letter of Intent, 5 pages

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve Brookings Real Estate LLC Letter of Intent and for the Port Manager to bring back a lease agreement for Board approval.



BROOKINGS REAL ESTATE LLC

June 5, 2023

Port of Brookings Harbor Commission  
16330 Lower Harbor Road  
PO Box 848  
Brookings, OR 97415

Subject: Proposal to Ground Lease and Develop Portion of 16118 Lower Harbor Road, Brookings, Oregon 97415 depicted on Exhibit A (the "Premises")

Ladies and Gentlemen:

This letter summarizes the business terms under which Brookings Real Estate LLC ("Tenant"), as tenant, proposes to enter into a ground lease with The Port of Brookings Harbor (the "Port"), as landlord for "Premises" consisting of about 4,280 square feet of a larger parcel owned by the Port known as 16118 Lower Harbor Road, Brookings, Oregon (the "Ground Lease"). Tenant and Port will confirm the exact dimensions of the Premises, and a recordable legal description of the Premises will be prepared at Tenant's sole expense prior to execution of the Ground Lease.

Unless otherwise noted in this letter of intent, any action to be performed by Tenant under the Ground Lease will be at Tenant's sole expense.

**1. Proposed Development.** Tenant will promptly apply for and obtain all necessary permits and approvals to renovate the existing improvements upon the Premises to good condition for use consistent with the Permitted Use (defined below), including but not limited to repairing exterior siding, building foundation skirting; and painting the exterior, and any other improvements necessary to comply with Applicable Laws (defined below), using licensed contractors. Additional provisions for the protection of Port and its interest in connection with the renovation of the Premises shall be provided in the Ground Lease. Tenant shall develop preliminary plans and specifications which shall be reasonably approved by Port, and thereafter promptly make the improvements consistent with the approved plans.

**2. Permitted Use.** Tenant may use the Premises for the operation of a wine tasting room, in compliance with all Applicable Laws (including but not limited to those relating to the consumption, serving, and sale of alcohol) (the "Permitted Use") and for no other use without Port's consent, in Port's reasonable discretion. Without limiting Port's right to reasonably refuse to consent to a requested use, in no event shall Port be required to consent to (a) any unlawful or illegal business, use, or purpose (including but not limited to the growth, production, sale, or use of cannabis or hemp); (b) use in any such manner as to constitute waste, or a nuisance of any kind; (c) use for any purpose or in any way in violation of the certificate of occupancy, or of any Applicable Law; or (d) use for any business, use, or purpose deemed disreputable, in Port's sole discretion.

DRAFT

3. **Compliance with Applicable Laws.** Tenant shall at all times during the Ground Lease term comply with all applicable present and future laws, ordinances, orders, rules, regulations, codes, and requirements of all federal, state, and municipal governments, departments, commissions, boards, and officers, that now or hereafter apply to the Premises, the improvements (including the renovation or construction thereof), any component hereof, or any activity thereon conducted, including but not limited to those pertaining to environmental laws ("Applicable Laws").

4. **Lease Term.** The initial term of the Ground Lease shall commence upon mutual execution of the Ground Lease and continue thereafter for 25 years. Provided that Tenant is not then in material default beyond the applicable cure period under the Ground Lease, Tenant shall have one (1) option to extend the Ground Lease for an additional 25 years. To exercise such option to renew, Tenant must provide Port with written notice at least one hundred and eighty (180) days, but not more one (1) year before the initial term ends. At the end of the extension term, the Port will consider re-leasing the Property to Tenant, if requested by Tenant, at the Port's sole discretion.

5. **Base Rent.** Base rent shall be payable monthly, and for the first five years of the initial term shall be \$0.10 per square foot of the Premises, and shall begin upon commencement of the Ground Lease. The base rent shall be increased on the fifth (5<sup>th</sup>) anniversary of the commencement date of the Ground Lease and every five (5) years thereafter to 112% of the base rent in effect during the immediately preceding five (5) years. The base rent for the first five years of the renewal term will be the greater of (i) the fair market rental value for the Premises for such renewal term, as agreed by the parties or if the parties cannot agree then as determined by arbitration (such procedure to be provided in more detail in the Ground Lease), and (ii) the minimum monthly rent payable for the last month of the initial term, with the rent increased every five (5) years thereafter to 112% of the base rent in effect during the immediately preceding five (5) years.

6. **Additional Rent.** The Ground Lease will be a triple net lease. All taxes on all improvements and the land comprising the Premises will be the obligation of Tenant. All insurance costs (both fire and liability), all maintenance costs, utilities, and all obligations incurred in connection with the operation of the Premises and any improvements thereon shall be the obligation of the Tenant. Insurance requirements shall be provided in the Ground Lease, but Tenant shall in any case be required to name Port as additional insured on Tenant's liability policies. Tenant shall also be responsible for coordinating the installation of all utility connections to the improvements on the Premises, including but not limited to water, sanitary and sewer, and electrical, provided that Port will reasonably cooperate to provide utility access across adjacent Port property in such location as reasonably approved by Port, and at no cost to Port.

7. **Maintenance.** Tenant shall be solely responsible to maintain, repair, and replace all improvements on the Premises during the Ground Lease term. Port shall have no repair, maintenance, or replacement obligations whatsoever. Tenant will also install and maintain landscaping on the Premises.

8. **Parking.** Tenant will have exclusive parking rights in the gravel area within the Premises. Tenant will have non-exclusive parking rights on the remainder of the Port's property on an unreserved non-priority basis; with all other Port invitees.

9. **Assignment and Sublease.** During the Ground Lease term, Tenant may not sell, assign, encumber, pledge, or otherwise transfer its interest or right in the Premises, the improvements, or the Ground Lease (a "Transfer") without Port's prior written consent, which may not be unreasonably withheld, conditioned, or delayed. For the avoidance of doubt, the use of the Premises by any assignee or sublessee must be consistent with the Permitted Use. The foregoing notwithstanding, it shall not be a Transfer and the Port's consent shall not be required for Tenant to pledge its interest in the Ground Lease as security for a loan, but in no event will Port be obligated to subordinate its interest in the Premises to any financing obtained by Tenant and such financing shall be subordinated to Port's financing, if any. The Ground Lease will contain reasonable provisions for the protection of Port's interest in the Premises in connection with any financing obtained by Tenant.

10. **Ownership of Improvements.** Upon execution of the Ground Lease, Tenant shall be the owner of all improvements on the Premises, and shall be the owner of all improvements thereafter installed on the Premises during the term of the Ground Lease. Port and Tenant shall execute a memorandum of Ground Lease, which shall state (among other reasonable and customary terms) that Tenant is the owner of the improvements upon the Premises during the term of the Ground Lease. Upon expiration or earlier termination of the Ground Lease, title to all improvements (including any improvements constructed by Tenant) on the Premises shall automatically revert to Port. Without any requirement of Landlord's prior approval and provided that such work is done in compliance with Applicable Laws, Tenant may construct, repair, replace, or alter any improvement upon the Premises, provided that such project costs \$25,000 (such threshold to be increased by 3% annually during the term, and as adjusted the "Materiality Threshold") or less. Tenant shall not undertake any such project that costs more than the Materiality Threshold without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, and regardless of whether the cost of the project is less than the Materiality Threshold, the following types of projects are not permitted absent Landlord's express prior written consent, which consent may be withheld in Landlord's sole and absolute discretion and must be sought not less than sixty (60) days prior to the requested commencement date of such project: (a) any project involving the demolition of existing improvements, (b) any project that involves the construction of new improvements on the Premises visible from outside the Premises (including but not limited to buildings, sidewalks, or paving), (c) any project that materially expands or alters the footprint of the building currently located on the Premises, or any building or other improvement subsequently built on the Premises, or (d) any project that materially alters the exterior appearance of the Premises, including but not limited to changes in the paint, siding, architectural treatment, of, or number or type of windows on, the Premises.

11. **Right of First Offer for Port.** If Tenant desires to enter into a Transfer, Tenant will first offer to Transfer its interest to Port and set forth the material terms and conditions of the offer in writing to Port. If Port does not accept such offer within 45 days, for a period of 180 days thereafter, Tenant may Transfer its interest to a third party on terms not materially more

**DRAFT**

favorable than those contained in the offer to Port (subject to Port's approval rights). The right of first offer shall be ongoing and apply to all Transfers proposed at any time during the Ground Lease term.

**12. Broker(s).** Tenant and Port agree there are no brokers involved in this transaction. The Ground Lease will contain standard indemnity provisions in connection with this representation.

**13. Lease Form.** Port will prepare the Ground Lease and memorandum of ground lease, subject to approval of Tenant and its counsel.

**14. Exclusivity.** For thirty (30) days after the date of this letter of intent, the Port will not offer, discuss, or negotiate a lease or other interest in the Premises with any third party other than Tenant.

**15. Letter of Intent.** This letter sets forth the essential terms and provisions of the parties' agreement for the Ground Lease of the Premises and will be the basis for the negotiation of a Ground Lease between the parties.

Except for paragraph 14 which is binding upon the parties, this letter is not intended to create, and shall not create, any binding obligations on the part of either Port or Tenant. Rather, the parties shall be bound by the terms of this proposal only if and when a formal Ground Lease is fully executed by and delivered to the parties to be bound, in which case the terms of such Ground Lease shall control and supersede all terms of this letter. No party is required or obligated to continue negotiations on the Ground Lease contemplated herein, and any party may discontinue and terminate such negotiations at any time, without liability to the other.

If the above terms and conditions form an acceptable basis on which to continue negotiations, please sign below.

Sincerely,

**BROOKINGS REAL ESTATE, LLC**

By:  RMO.

Reggie J. Boltz, Manager

**AGREED AND ACCEPTED:**

**PORT OF BROOKINGS HARBOR,**  
an Oregon special district

By: \_\_\_\_\_  
Richard Heap, President

DRAFT

EXHIBIT A  
Depiction of the Premises



041956\00006\16220327v7

# ACTION ITEM – D

---

**DATE:** June 21, 2023  
**RE:** Resolution No. 2023-06, Amending Public Contracting Rules  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

---

## OVERVIEW

- Oregon Public Laws has updated their policy for procurements of goods and services, ORS279B.070, Intermediate Procurements.
- Port would like to update Resolution 368, Exhibit A, Section 5, Paragraph 7 to reflect ORS279B.070 updated policies.

## DOCUMENTS

- Resolution No. 2023-06, 1 page
- ORS279B.070, Intermediate Procurements, 1 page
- Resolution No. 525-B, 1 page
- Resolution No. 484, 6 pages
- LCRB Resolution No. 370, 2 pages
- Resolution No. 368, 10 pages

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve Resolution No. 2023-06, Amending Public Contracting Rules and Prescribing Rules and Procedures for Public Contracting.

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

**RESOLUTION NO. 2023-06**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
AMENDING PUBLIC CONTRACTING RULES AND PRESCRIBING  
RULES AND PROCEDURES FOR PUBLIC CONTRACTING**

**WHEREAS**, the Port of Brookings Harbor is an Oregon special district which is subject to Oregon Public Contracting Law; and

**WHEREAS**, on March 21, 2005, the Commission adopted Resolution No. 368 adopting the Oregon Attorney General's Model Public Contracting Rules ("Model Rules") with some variations; and

**WHEREAS**, the Commission now wishes to increase the intermediate procurements per ORS279B.070.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF BROOKINGS HARBOR THAT:**

1. Paragraph (7) of Section V: Intermediate Procurements of Exhibit A to Resolution No. 368, is hereby amended to read as follows:
  - (1) A contracting agency may award a procurement of goods or services that exceeds \$10,000 but does not exceed \$150,000 in accordance with intermediate procurement procedures. A contract awarded under this section may be amended to exceed \$150,000 only in accordance with rules adopted under ORS 279A.065 (Model rules generally).
  - (2) A contracting agency may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section.
  - (3) When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals.
  - (4) If a contracting agency awards a contract, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110 (Responsibility of bidders and proposers). [2003 c.794 §54; 2013 c.66 §2]

**APPROVED AND ADOPTED** by the Board of Commissioners this 21th day of June, 2023.

**ATTEST:**

\_\_\_\_\_  
Richard Heap, President

\_\_\_\_\_  
Sharon Hartung, Secretary/Treasurer

# ORS 279B.070

## Intermediate procurements

- TEXT

- ANNOTATIONS

- (1) A contracting agency may award a procurement of goods or services that exceeds \$10,000 but does not exceed \$150,000 in accordance with intermediate procurement procedures. A contract awarded under this section may be amended to exceed \$150,000 only in accordance with rules adopted under [ORS 279A.065 \(Model rules generally\)](#).
- (2) A contracting agency may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section.
- (3) When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals.
- (4) If a contracting agency awards a contract, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under [ORS 279B.110 \(Responsibility of bidders and proposers\)](#). [2003 c.794 §54; 2013 c.66 §2]



PORT OF BROOKINGS HARBOR  
CURRY COUNTY, OREGON

RESOLUTION NO. 525-B

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
AMENDING PUBLIC CONTRACTING RULES AND PRESCRIBING  
RULES AND PROCEDURES FOR PUBLIC CONTRACTING**

**WHEREAS**, the Port of Brookings Harbor is an Oregon special district which is subject to Oregon Public Contracting Law; and

**WHEREAS**, on March 21, 2005, the Commission adopted Resolution No. 368 adopting the Oregon Attorney General's Model Public Contracting Rules ("Model Rules") with some variations; and

**WHEREAS**, the Commission now wishes to increase the signature authority of the Port Manager.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
COMMISSIONERS OF THE PORT OF BROOKINGS HARBOR THAT:**

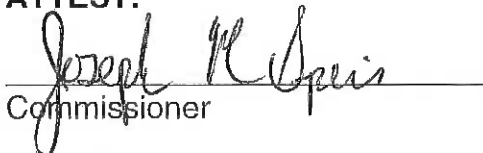
1. Paragraph (3) of Section IV: Delegation of Exhibit A to Resolution No. 368, is hereby amended to read as follows:

All public contracts estimated to cost \$10,000 or more in a calendar year must be approved by the Board of Commissioners. All public contracts estimated to cost less than \$10,000 in a calendar year may be entered into by the Port Manager or designee without Board approval. However, emergency contracts may be entered into either the Board or the Port Manager or designee pursuant to Section VII of these Rules, regardless of dollar limits, subject to ORS 294.481.

**APPROVED and ADOPTED** by the Port of Brookings Harbor Commissioners this 24 day of SEPTEMBER 2019.

  
\_\_\_\_\_  
Roy C. Davis, Chairman

**ATTEST:**

  
\_\_\_\_\_  
Commissioner

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

**RESOLUTION NO. 484**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
ADOPTING PUBLIC CONTRACTING RULES AND PRESCRIBING  
RULES AND PROCEDURES FOR PUBLIC CONTRACTING**

**WHEREAS**, the Port of Brookings Harbor is an Oregon special district which is subject to Oregon Public Contracting Law; and

**WHEREAS**, in 2003 the Oregon Legislature substantially revised the Oregon Public Contracting Code, and most of these revisions took effect March 1, 2005; and

**WHEREAS**, on March 1, 2005, the Port of Brookings Harbor's existing public contracting rules became void, and the Port is required to adopt new public contracting rules consistent with the revised Oregon Public Contracting Code; and

**WHEREAS**, ORS 279A.065(5) provides that a local contracting agency may adopt its own rules of procedure for public contracts that:

- (A) Specifically state that the model rules adopted by the Attorney General do not apply to the contracting agency; and
- (B) Prescribe the rules of procedure that the contracting agency will use for public contracts, which may include portions of the model rules adopted by the Attorney General.

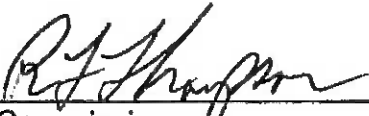
**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Port of Brookings Harbor adopts the rules and procedure as described in Exhibit A (attached).
2. The rules and procedure described in Exhibit A shall supercede only Section 12 of Resolution 368.

**PASSED AND ADOPTED on this 13th day of December 2017.**

  
Angi Christian, President

ATTEST:

  
Commissioner

## RULES AND PROCEDURE FOR PUBLIC CONTRACTING INCLUDING PERSONAL SERVICES

For non-state agencies (such as special districts), "personal services" are whatever the governing body decides they will be, by rule or legislative act. [See ORS 279A.055.] ORS 279A.070 permits a local contracting agency to adopt rules governing personal services contracts, and requires them to create procedures for screening and selection. Typical examples of personal services contracts are those with accountants, attorneys, consultants, physicians, artists, architects, engineers, land surveying and related services (procured under ORS 279C.105 or 279C.110).

Note: The Attorney General's Public Contracting Code and Model Rules for personal services contracts expressly do not apply to local contracting agencies. Thus, there are no "default" rules for personal services contracts. A district that wants to enter into personal services contracts without competitively bidding those contracts, must adopt rules for doing so.

### **Purpose**

The purpose of this policy is to establish guidelines for authorization regarding personal services contracts, governed by State statutes, primarily ORS 279A and 279C, as modified and adopted by the Board of Commissioners.

### **Policy**

The Port of Brookings Harbor, as a special district, is subject to the Model Rules adopted by the Attorney General under ORS 279A, 279B, and 279C, which includes Division 46, 47, 48 and 49 in the Attorney General's Public Model Rules for contracting activities. Division 46 and 47 are applicable to Personal Services contracts, while Division 48 rules are limited to professional services to be performed by a licensed Architect or a Registered Professional Engineer (A&E). The following policy governs all personal services contracts; subset apply only to A&E Contracts, and are identified as such.

### **Definition**

Personal services shall be defined to include those services that require specialized technical, creative, professional, or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment, and for which the quality of the service depends on attributes that are unique to the service provider. Such services shall include, but are not limited to: architects, engineers, surveyors, attorneys, accountants, auditors, computer programmers, artists, designers, performers, and consultants. The Port Manager or their designee shall have the authority to determine whether a particular service is a "personal service" under this definition.

Personal service contracts do not require a competitive bidding process. When screening or selecting a personal service contractor, the District will consider qualifications, performance history, expertise, knowledge and creativity, and the ability to exercise sound judgment. The selection is based primarily on these factors rather than price.

**Selection Process for Personal Service Contracts other than A&E**

a. Informal Selection Process (Under \$100,000)

When the estimated cost of Consultant Services is not expected to exceed \$100,000 annually, proposals may be awarded that are solicited informally, either orally or in writing. If it is practicable, proposals shall be solicited from a sufficient number of qualified prospective proposers to ensure that no fewer than three qualified proposers submit proposals. If fewer than three qualified proposers submit proposals, the efforts made to solicit proposals shall be documented in the District's files. The selection may be based on criteria including, but not limited to, each proposer's:

- i. Particular capability to perform the services required;
- ii. Experienced staff available to perform the services required, including each proposer's recent, current and projected workloads;
- iii. Performance history;
- iv. Approach and philosophy used in providing services;
- v. Fees or costs; and
- vi. Geographic proximity to the project or the area where the services are to be performed.

Price may be considered, but need not be the determining factor. Proposals may also be solicited using a written request for proposal, at the District's discretion.

b. Formal Selecting Process (Over \$100,000)

The formal procedure shall be used whenever the estimated cost of Consultant exceeds \$100,000. Consultation Services may be obtained using the formal selection procedure set forth in OAR 137-047-0255 or 137-047-0260.

Architect, Engineer, and related Services are a special class of Personal Services Contracts, which are defined by ORS 279C.100 and are subject to special provisions of these rules.

**Selection Process for A&E Consultants**

a. Direct Appointment Process (Under \$50,000)

Consulting Services may be entered into a contract directly, when the estimated cost does not exceed \$50,000, as set forth in OAR 137-048-0200.

b. Informal Selection Process (Under \$150,000)

When the estimated cost of Consultant Services is not expected to exceed \$150,000, the informal selection procedure set forth in OAR 137-048-0210, shall be used.

c. Formal Selecting Process (Over \$150,000)

The formal procedure shall be used whenever the estimated cost of Consultant Services exceeds \$150,000, using the formal selection procedure set forth in OAR 137-048-0220.

**Procedures**

The following procedures must be used for solicitation of A&E contracts:

**Competitive Procurement**

a. Direct Appointment Process

A&E Consultation Services may be appointed directly without completing the competitive procurement process if the contract is under \$50,000. The appointment can include, but not be limited to: District's current list of consultants (OAR 137-048-0120); or another public contracting agency's current list of consultants, pursuant to an interagency or intergovernmental agreement.

b. Informal Selection Process

When the estimated cost is equal to or less than \$150,000 the following informal selection process should be used:

i. Written Solicitation - Solicitations inviting written proposals shall be sent to a minimum of five (5) prospective A&E Consultants to include at least:

- (1) Description of project
- (2) Anticipated contract performance schedule
- (3) Conditions or limitations
- (4) Date and time proposals are due
- (5) Criteria upon qualified consultant will be selected
- (6) Statement that proposer is responding at the own expense
- (7) Statement directing proposers to protest procedures set forth in Division 48 of these rules.

ii. Review Proposals - All proposals shall be reviewed, and the three most qualified consultants selected and ranked.

iii. Competitive Informal Selection - The informal selection procedure shall be competitive to the maximum extent practicable and the selection and

ranking based on criteria which include, but not limited to consultant's capacity to perform; number of experienced staff; performance history; project approach and design philosophy; compensation information; geographic proximity to the project.

- iv. Negotiate Scope of Services- The District shall discuss and refine the scope of services for the project and shall negotiate conditions, including but not limited to a compensation and performance schedule with the highest ranked consultant.

Note: If the scope of a project is revised during negotiations and the estimated cost of the consultant's services exceeds \$150,000, then the informal process will be terminated, and the services of a qualified consultant shall be solicited using the formal selection process below.

c. Formal Selection Process

This formal procedure shall be used whenever the estimated cost of A&E consultant services exceeds \$150,000.

- i. Advertising - The Board of Directors must authorize the advertisement to bid for goods and services when services exceed \$150,000. All rules related to advertising must be followed.

(1) Request for Qualifications (RFQ) - Used to develop a short list of at least three qualified Consultants. Must be followed by a Request for Proposal.

(2) Request for Proposal (RFP) - Whether preceded by an RFQ, the RFP shall describe or contain project description, evaluation process, whether interviews are anticipated, closing date and time, reservation to reject any or all proposals, contract requirements, and a sample contract.

(a) Procuring Departments shall create a Request for Proposals (RFP) to include at a minimum:

- (i) Background information and project description;
- (ii) Evaluation Criteria for Selection;
- (iii) Conditions or Limitations;
- (iv) Whether interviews are possible;
- (v) Proposal Due Date;
- (vi) Reservation of the right to: seek clarification, negotiate, and reject any and all proposals;
- (vii) Statement that Proposers responding at own expense;
- (viii) Protest Procedures
- (ix) Special Contract Requirements;

- (x) Statement of whether a pre-Proposal meeting will be held;
- (xii) Sample Contract

(b) District shall advertise each RFP at least once in the publication of general circulation, such as the Daily Journal of Commerce, no fewer than fourteen (14) calendar days before the closing date of the RFP.

- ii. Pre-proposal meeting - May be held for all interested consultants to discuss the proposed project and the required consultant services.
- iii. RFP Analysis - Consultant selection committee shall review, score and rank all responsive proposals according to the criteria included in the RFP.
- iv. Contract Negotiations - Contract negotiations with the highest ranked consultant shall be directed toward obtaining written agreement.
- v. Contract Award - Only the Board of Directors has the authority to award a contract for services.

d. Solicitation Requirements

All formal solicitations require an RFP or RFQ, and must be in writing and advertised at least once in the publication of general circulation, such as the Daily Journal of Commerce, no fewer than fourteen (14) calendar days before the closing date of the RFP or RFQ. Upon completion of contractor selection and competitive procurement procedures, refer to Purchasing Authority Policy.

**CURRY COUNTY, OREGON  
PORT OF BROOKINGS HARBOR  
LOCAL CONTRACT REVIEW BOARD**

**LCRB RESOLUTION 370**

**RESOLUTION OF THE LOCAL CONTRACT REVIEW BOARD  
ADOPTING PUBLIC CONTRACTING RULES**

**WHEREAS**, the Board of Commissioners of the Port of Brookings Harbor ("Port") serves as the Port's Local Contract Review Board ("LCRB"); and

**WHEREAS**, amendments to Oregon's Public Contracting Code, which took affect March 1, 2005, require certain rules to be adopted by the Port's Local Contract Review Board in order to authorize adoption of required public contracting rules.

**NOW, THEREFORE, BE IT RESOLVED THAT** the LCRB adopts the following rules:

**Electronic Advertising.** Pursuant to ORS 279C.360 and ORS 279B.055, electronic advertisement of public contracts in lieu of newspaper publication is authorized when it is cost-effective to do so. The Port Manager or designee shall have the authority to determine when electronic publication is appropriate, and consistent with the Port's public contracting policies.

**Personal Services.** Pursuant to ORS 279C.100(5), "Personal Services" is defined as follows:

"Personal Services' shall be defined to include those services that require technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment, and for which the quality of the service depends on attributes that are unique to the service provider. Such services shall include, but are not limited to, architects, engineers, surveyors, attorneys, accountants, auditors, computer programmers, artists, designers, performers, and consultants."

**Appeals.** Pursuant to ORS 279B.425(5), the process for hearing appeals of prequalification or debarment decisions shall be as provided in ORS 279B.425, and as follows:

- a. Notices shall be submitted in writing to the Port Manager. Appeals filed after the filing period stated in ORS 279B.425 shall not be heard.



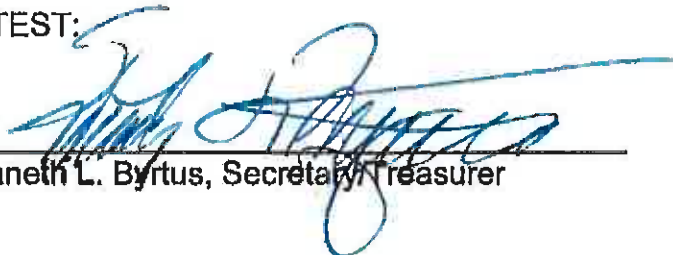
- b. Upon opening of the hearing, Port staff shall explain the Port 's decision being appealed and the justification thereof. The appellant shall then be heard. Time for the appellant's testimony shall be established by the Board Chair. The appellant may submit any testimony or evidence relevant to the decision or the appeal. Any party requesting time to testify in support of the appeal shall then be heard, subject to time limits established by the Board Chair.
- c. Once all testimony and evidence in support of the appeal is heard, any party requesting time to testify in support of the Port's decision shall be provided time to be heard, with time limits established by the Board Chair. Any party testifying in opposition to the appeal may submit any testimony or evidence relevant to the decision or the appeal. Once all testimony in opposition to the appeal has been heard, the appellant may request time to provide rebuttal testimony. At the conclusion of the rebuttal testimony, if any, the Board Chair shall close the hearing.
- d. When issued in writing according to the requirements of ORS 279B.425, the LCRB's decision and order shall be final.

**Federal Catalog Procurements.** Subject to applicable Port approval requirements stated in the Port 's Contracting Rules, the Port may purchase goods from federal catalogs without competitive bidding when the procurement is pursuant to 10 USC 381, the Electronic Government Act of 2002 (Public Law 107-347). Purchases under other federal laws will be permitted upon a finding by the Local Contract Review Board that the law is similar to such Act in effectuating or promoting transfers of property to contracting agencies.

**PASSED AND ADOPTED** on this 21st day of March, 2005.

  
S. John Zia, Chairman

ATTEST:

  
Kenneth L. Byrtus, Secretary/Treasurer

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

**RESOLUTION NO. 368**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
ADOPTING PUBLIC CONTRACTING RULES AND PRESCRIBING  
RULES AND PROCEDURES FOR PUBLIC CONTRACTING**

**WHEREAS**, the Port of Brookings Harbor is an Oregon special district which is subject to Oregon Public Contracting Law; and

**WHEREAS**, in 2003 the Oregon Legislature substantially revised the Oregon Public Contracting Code, and most of these revisions took effect March 1, 2005; and

**WHEREAS**, on March 1, 2005, the Port of Brookings Harbor's existing public contracting rules became void, and the Port is required to adopt new public contracting rules consistent with the revised Oregon Public Contracting Code; and

**WHEREAS**, ORS 279A.065(5) provides that a local contracting agency may adopt its own rules of procedure for public contracts that:

- (A) Specifically state that the model rules adopted by the Attorney General do not apply to the contracting agency; and
- (B) Prescribe the rules of procedure that the contracting agency will use for public contracts, which may include portions of the model rules adopted by the Attorney General.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. Except as otherwise provided herein, the Port of Brookings Harbor adopts the Oregon Attorney General's Model Public Contracting Rules ("Model Rules") as the contracting Rules for the District, as such Model Rules now exist or are later modified; and
2. The Port of Brookings Harbor adopts the public contracting Rules described in Exhibit A, which shall be in addition to, and shall supersede any conflicting provisions in the Model Rules; and
3. The Port of Brookings Harbor shall regularly review changes in the Public Contracting Code and the Model Rules to ensure that the Rules adopted in Exhibit A are consistent with current law.

PASSED AND ADOPTED on this 21st day of March, 2005.

  
S. John Zia, Chairman

ATTEST:   
Kenneth L. Byrtus, Secretary/Treasurer

## EXHIBIT A

### PORT OF BROOKINGS HARBOR RULES FOR PUBLIC CONTRACTING

#### Section I: TITLE.

These rules shall be known as the PUBLIC CONTRACTING RULES ("RULES") FOR THE PORT OF BROOKINGS HARBOR ("PORT").

#### Section II: PURPOSE.

The purpose of these Rules is to establish procedures for entering into public contracts, pursuant to ORS 279A.065

#### Section III: DEFINITIONS.

The following definitions shall apply to these Rules:

- a. Board: The Port's Board of Commissioners.
- b. Competitive Bid: The solicitation of competitive offers using the formal process of advertising, bids, and bid opening required by ORS Chapters 279A, 279B, and 279C, and other applicable statutes and these Rules.
- c. Local Contract Review Board: The Port's Board of Commissioners, unless the Board of Commissioners, by separate act, establishes a different Local Contract Review Board ("LCRB").
- d. Public Contract: A sale or other disposal, or a purchase, lease, rental or other acquisition, by a contracting agency of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. "Public contract" does not include grants.
- e. Public Improvement Contract: "Public improvement" means a project for construction, reconstruction or major renovation on real property by or for a contracting agency. "Public improvement" does not include:  
(A) Projects for which no funds of a contracting agency are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or (B) Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.

- f. Request for Proposals: The solicitation of competitive offers for a public contract when specification and price will not necessarily be the predominant award criteria.
- g. Competitive Quotes: An informal, written or oral solicitation of offers from competitive vendors, either by advertisement or by initiating a request to vendors.

Section IV: DELEGATION.

(1) Except as otherwise provided in these Rules, the powers and duties of the Local Contract Review Board under the Public Contracting Code must be exercised and performed by the Board of Commissioners.

(2) Unless expressly limited by the Local Contract Review Board or these Rules, all powers and duties given or assigned to contract agencies by the Public Contracting Code may be exercised or performed by the Port Manager or the Port Manager's designee, including the authority to enter into emergency contracts pursuant to ORS 279B.080.

(3) All public contracts estimated to cost \$ 5,000 or more in a calendar year must be approved by the Board of Commissioners. All public contracts estimated to cost less than \$ 5,000 in a calendar year may be entered into by the Port Manager or designee without Board approval. However, emergency contracts may be entered into by either the Board or the Port Manager or designee pursuant to Section VII of these Rules, regardless of dollar limits, subject to ORS 294.455.

Section V: COMPETITIVE BIDS; EXEMPTIONS.

All public contracts shall be based upon competitive bids unless exempted from competitive bidding by the Local Contract Review Board pursuant to Section VI of these Rules, or unless granted one of the following statutory exemptions:

1. Contracts made with other public agencies or the federal government. [ORS 279A.025]
2. Public improvements for which no funds of the Port are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection. [ORS 279A.010(aa)]
3. Sole-source expenditures where the rate or price is established by law or ordinance for source selection [ORS 279A.02592)(f)].
4. The investment of funds as authorized by law, and other financial transactions that by their character cannot practically be established

under the competitive contractor selection procedures of ORS 279B.050 to 279B.085 [ORS 279A.025(2)(q)(C)].

5. Sole-source acquisitions following the adoption of proper findings and provision of notice as required by ORS 279B.075 and OAR 137-047-0275.
6. Small procurements of goods and services under \$5,000. The Port Manager or designee shall make a reasonable effort to obtain competitive quotes in order to ensure the best value for the Port. The Port may amend a public contract awarded as a small procurement beyond the \$5,000 limit in accordance with OAR 137-047-0800, provided the cumulative amendments do not increase the total contract price to a sum that is greater than twenty-five percent (25%) of the original contract price.
7. ~~Intermediate procurements. A contract for procurement of goods and services estimated to cost between \$5,000 and \$150,000 in a calendar year, or a contract for a public improvement that is estimated to cost between \$5,000 and \$100,000 in a calendar year, may be awarded using competitive quotes, according to the processes for intermediate procurements described in ORS 279B.070. The contract for an intermediate procurement may be amended beyond the stated limitations in accordance with OAR 137-047-0800, provided the cumulative amendments shall not increase the total contract price to a sum that is greater than twenty-five percent (25%) of the original contract price.~~
8. Contracts made with qualified non-profit agencies providing employment opportunities for disabled individuals under ORS 279.835 to ORS 279.855. [ORS 279A.025(4)].
9. Contracts for purchase or lease of personal property according to the requirements of ORS 279A.205 through 279A.215 ("Cooperative Procurements").
10. Purchases from Federal Catalogs. By Resolution No. 370, the Local Contract Review Board has adopted the following rules for procurement of goods from federal catalogs:

Subject to applicable Board approval requirements stated in the Port's Contracting Rules, the Port may purchase goods from federal catalogs without competitive bidding when the procurement is pursuant to 10 USC 381, the Electronic Government Act of 2002 (Public Law 107-347). Purchases under other federal laws will be permitted upon a finding by the LCRB that the law is similar to such Act in effectuating or promoting transfers of property to contracting agencies.

Section VI: SPECIAL PROCUREMENTS AND EXEMPTIONS.

(1) The Local Contract Review Board may exempt from competitive bidding certain contracts or classes of contracts for procurement of goods and services according to the procedures described in ORS 279B.085.

(2) The Local Contract Review Board may exempt certain contracts or classes of contracts for public improvements from competitive bidding according to the procedures described in ORS 279C.335. When exempting a public improvement from competitive bidding, the LCRB may authorize the contract to be awarded using a Request for Proposal process for public improvements, according to the processes described in OAR 137-049-0640 through 137-049-0690.

SECTION VII: EMERGENCY CONTRACTS.

(1) "Emergency" shall be defined as follows: "Circumstances that (a) could not have reasonably been foreseen; (b) create a substantial risk of loss, damage, or interruption of services or a substantial threat to property, public health, welfare or safety; and (c) require prompt execution of a contract to remedy the condition."

(2) The Board Chair, the Port Manager, or a designee of the Port Manager shall have authority to determine when emergency conditions exist sufficient to warrant an emergency contract. The nature of the emergency and the method used for the selection of the contractor shall be documented.

(3) Emergency contracts may be awarded as follows:

(a) Goods and Services. Emergency contracts for procurement of goods and services may be awarded pursuant to ORS 279B.080. Authority for entering into emergency contracts may be delegated as provided in these Rules.

(b) Public Improvements. The Port hereby adopts OAR 137-049-0150 as its contracting rules for awarding a public improvement contract under emergency conditions.

Section VIII: AWARD OF CONTRACT.

After bids are opened or quotes reported to the Local Contract Review Board, and after it is determined that the contract is to be awarded, the contract shall be awarded to the "lowest responsible bidder" as defined in ORS 278A.010.

Section IX: BID REJECTION.

The Board, or an official designated by the Board, may reject any bid not in compliance with all prescribed public bidding procedures and requirements and

may reject all bids if it is in the public interest to do so. The reasons for the rejection shall be recorded, pursuant to ORS 279B.100 and 279C.395.

Section X: REVOCATION OF PREQUALIFICATION OR DEBARMENT OF BIDDER.

The Board, or an official designated by the Board, may debar any person from bidding on a contract after providing notice and a hearing as provided in ORS 279B.120 and 279B.130, as applicable.

Section XI: APPEAL OF PREQUALIFICATION AND DEBARMENT DECISIONS.

A person who has been denied prequalification or debarred as a bidder may appeal such decision to the Board according to the following procedures as adopted by the Local Contract Review Board in Resolution No. 370.

Review of the Port's prequalification and debarment decisions shall be as set forth in ORS 279B.425. The following additional procedures shall apply to hearings on such decisions by the Local Contract Review Board:

- (a) Notices shall be submitted in writing to the Port Manager. Appeals filed after the filing period stated in ORS 279B.425 shall not be heard.
- (b) Upon opening of the hearing, Port staff shall explain the Port's decision being appealed and the justification thereof. The appellant shall then be heard. Time for the appellant's testimony shall be established by the Board Chair. The appellant may submit any testimony or evidence relevant to the decision or the appeal. Any party requesting time to testify in support of the appeal shall then be heard, subject to time limits established by the Board Chair.
- (c) Once all testimony and evidence in support of the appeal is heard, any party requesting time to testify in support of the Port's decision shall be provided time to be heard, with time limits established by the Board Chair. Any party testifying in opposition to the appeal may submit any testimony or evidence relevant to the decision or the appeal. Once all testimony in opposition to the appeal has been heard, the appellant may request time to provide rebuttal testimony. At the conclusion of the rebuttal testimony, if any, the Board Chair shall close the hearing.
- (d) When issued in writing according to the requirements of ORS 279B.425, the LCRB's decision and order shall be final.

Section XII: PERSONAL OR PROFESSIONAL SERVICE CONTRACTS.

The Board or an official designated by the Board may enter into contracts for personal services or professional services as provided in this Section.



(1) Definition. As adopted by the Port's Local Contract Review Board in Resolution No. 370, "Personal Services" shall be defined to include those services that require specialized technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment, and for which the quality of the service depends on attributes that are unique to the service provider. Such services shall include, but are not limited to, architects, engineers, surveyors, attorneys, accountants, auditors, computer programmers, artists, designers, performers, and consultants. The Port Manager or designee shall have the authority to determine whether a particular service is a "personal service" under this definition.

(2) Contracts for Personal Services other than Architectural, Engineering and Surveying Services and Related Services. Personal services contracts of \$ 5,000 or less in a calendar year may be awarded by direct appointment. Personal services contracts in excess of \$ 5,000 in a calendar year shall be awarded according to the procedures described in ORS 279B.060. However, by separate resolution, the Local Contract Review Board may authorize certain personal services contracts, or a class of personal services contracts, to be exempted from competitive proposal requirements according to the requirements of ORS 279B.085. Contracts exempted from competitive proposal processes may be awarded by direct appointment. Personal services contracts existing on the effective date of these Rules may be extended by direct appointment.

(3) Contracts with architects, engineers, and land surveyors. Unless otherwise provided in this Section, contracts for Architectural, Engineering and Surveying Services and Related Services shall be awarded according to the procedures for competitive proposals described in ORS 279B.060 and these rules, and consistent with ORS 279C.110.

A contract for Architectural, Engineering and Surveying Services may be entered into by direct appointment if such contract is estimated not to exceed \$ 5,000 in a calendar year, or if the project described in the contract consists of work that has been substantially described, planned or otherwise previously studied or rendered in an earlier contract with the consultant that was awarded under these Rules, and the new contract is a continuation of that project.

### Section XIII: DISPOSAL OF SURPLUS PROPERTY.

(1) "Surplus Property" is defined as any personal property of the Port that has been determined by the Port Manager or designee as being of no use or value to the Port.

(2) The Port Manager or designee may dispose of surplus property by submitting a request to the Board of Commissioners for a declaration that certain property is of no further use or value to the Port. The Board of Commissioners

shall, by resolution, declare such property "surplus" and authorize the means by which the Port Manager may dispose of the property, including granting the Port Manager discretion to dispose of the property in any appropriate manner. The Board of Commissioners may require the Port Manager to obtain an appraisal of the property prior to disposition.

(3) Surplus property may be disposed of in the manner that is most advantageous to the Port or the community at large, including, but not limited to, the following:

- (a) Public Auction. Auctions must be sufficiently advertised in the manner that is most likely to obtain a competitive bidding pool for the property. Employees of the Port may purchase surplus property from the Port only at an advertised auction, and only if the employee submits the highest bid for such property.
- (b) Donation. Surplus property may be donated or sold to any non-profit organization, any other local government, or any state or federal program created to dispose of surplus property.
- (c) Disposal. Surplus property determined to be of insufficient value to merit auction or donation may be disposed of in any appropriate manner.

#### Section XIV: CONCESSION AGREEMENTS.

(1) A "concession agreement" is a contract that authorizes and requires a private entity or individual to promote or sell, for its own business purposes, specified types of goods or services from a site within a building or upon land owned by the Port, and under which the concessionaire makes payments to the Port based, in whole or in part, on the concessionaire's sales revenues. The term "concession agreement" does not include an agreement, which is merely a flat-fee or per-foot rental, lease, license, permit, or other arrangement for the use of public property.

(2) Concession agreements are not required to be competitively bid. However, when it is in the Port's best interest to do so, the Port may obtain competitive proposals for concession agreements using the procedures described in ORS 279B.060.

#### Section XV: RULEMAKING AUTHORITY.


The Board shall have rulemaking authority to carry out its power and duties. Rules shall be adopted by ordinance or resolution after public notice has been given by one publication in newspaper (s) having general circulation throughout the county at least seven (7) days prior to adoption of the ordinance or resolution at a public meeting.

Section XVI: ADDITIONAL AUTHORITY OF THE BOARD.

In addition to the powers and duties established by these Rules, the Board shall have such additional powers as are authorized by law.

PASSED AND ADOPTED by a majority vote of the Port of Brookings Harbor Board of Commissioners and to take effect immediately on this 21st day of March, 2005.

  
\_\_\_\_\_  
S. John Zia, Chairman

ATTEST:   
\_\_\_\_\_  
Kenneth L. Byrtus, Secretary/Treasurer

# ACTION ITEM – E

---

**DATE:** June 21, 2023  
**RE:** Billeter Marine Contract for Boat Yard Dredging  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

---

## OVERVIEW

- The large amount of sediment deposited by the County culvert has restricted the haul out schedule due to waiting for 1 to 3 hours around high tide only.
- FEMA Award will pay for removal and be a part of FEMA Dredging Scope of Work.
- Port Council has reviewed contract.

## DOCUMENTS

- Contract for Billeter Marine, 10 pages
- Billeter Marine Quote, 1 page

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve contract for Billeter Marine to perform clam shell dredging and remove approximately 3,000 cubic yards.

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

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

Project: FEMA PW-189 - Clam Dredging Travel Lift Ramp Area

The parties agree as follows:

**Date of Commencement and Substantial Completion.** The date of commencement of the Work shall be October 15, 2023 or the date on which each party has signed this Contract, whichever is later.

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

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

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

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

**Contract Documents.** The Contract Documents consist of the following documents, which are listed in descending order of precedence: this Contract; Owner's request for proposals, including but not limited to any plans and specifications (the "Solicitation"); and Contractor's quote dated May 25, 2023, excluding the terms under the headings "Notes" and "Payment Terms" on page 2.

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

**STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

- 12. Inspection and Acceptance of Work.** Port shall inspect Contractor's Work and advise Contractor of any deficiencies, or if there are none, that the Work has been accepted. Contractor shall perform all additional Work necessary to correct any deficiencies without undue delay and without additional cost to Port.
- 13. Right to Withhold Payments.** Port shall have the right to withhold from payments due Contractor such sums as necessary, in Port's sole opinion, to protect Port against any loss, damage, or claim that may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors.
- 14. Knowledge of Site Conditions.** Contractor shall, as a condition precedent to commencement of the Work (a) become familiar with the Project site and review all analyses, studies, and test data available to Contractor concerning the conditions of the Project site, (b) inspect the location of the Work and satisfy itself as to the condition thereof, including all structural, surface, and observed subsurface conditions, and (c) determine (i) that the Contract Sum is just and reasonable compensation for all the Work, including all foreseen and foreseeable construction risks, hazards, and difficulties in connection therewith, (ii) that the Contract Time is adequate for the performance of the Work, and (iii) that the Work shall not result in any lateral or vertical movement of any adjacent structure. Contractor will notify Port in writing in advance of commencement of the Work if it determines that it cannot satisfy these conditions.
- 15. Special Care.** Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements, and easements.

### **16. Port's Right to Stop the Work.**

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

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

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

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

### **19. Claims.**

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

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

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

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

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

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

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

e. ORS 279C.520:

- i. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
    1. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
    2. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
    3. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540.
    4. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.
  - ii. Contractor shall comply with ORS 652.220 (addressing the prohibition of discriminatory wage rates based on sex and of employer discrimination against an employee who is a complainant). Compliance is a material element of this Contract. Failure to comply is a breach that entitles Port to terminate this Contract for cause.
  - iii. Contractor shall not prohibit any of Contractor's employees from discussing the employee's wage, salary, benefits, or other compensation with another employee or another person, and Contractor shall not retaliate against an employee who does so.
  - iv. Contractor shall and shall require its subcontractors to give notice to their employees who work under this Contract in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- f. ORS 279C.525: State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:
- i. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupation Safety and Health Administration, Department of Transportation, Federal Highway Administration, Water Resources Council.
  - ii. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, Department of Water Resources.
- iii. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service Port councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special Port boards of directors, and other special Ports and special governmental agencies such as Tri-Met, urban renewal agencies, and port Ports.
- iv. Tribal Governments.
- g. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.
- To the extent any of Contractor's employees are covered by the Oregon employment laws, Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit 4 if you believe you may be exempt from this requirement.
- h. ORS 279C.545: Workers employed by Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with Contractor within 90 days from the completion of the Contract, providing Contractor has:
- i. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to any or all workers employed on the work, and
  - ii. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
- i. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first-tier subcontractor a clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to Contractor by Port. Contractor shall also include in each subcontract a clause that states that if Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.
- j. ORS 279C.800 to 279C.870:
- i. This Contract is  /is not  subject to payment of prevailing wages under ORS 279C.800 to 279C.870. Each worker that Contractor, any subcontractor, or other person who is party to the contract uses in performing all or part of



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

[http://www.boli.state.or.us/BOLI/WHD/PWR/pwr\\_state.shtml](http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml) and are hereby incorporated as part of the Contract Documents.

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

subcontractor has filed the certified statements with Port.

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

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

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

**27. Warranty.**

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

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

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

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

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

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

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

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

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

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

---

*[Signature page follows]*

---

**CONTRACTOR DATA AND SIGNATURE**

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

Is Contractor a nonresident alien?  Yes  No

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

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

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

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Name (please print) Date

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

**PORT OF BROOKINGS HARBOR  
SIGNATURE**

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

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Name (please print)

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

1. Contractor shall perform the following Work: Removal of 3,000 cubic yards of rock sediment from end of culvert discharge and in travel lift slip located in Basin 2 16200 Lower Harbor Road, as further described in the Solicitation.
2. The total Contract Price shall be \$111,585.41.
3. Port shall pay Contractor as described in Section 10 of the Contract.

**Payments shall be made to the address below:**

Name: Billeter Marine LLC  
Attn: \_\_\_\_\_  
Address: 520 3<sup>rd</sup> Court  
Coos Bay, OR 97420

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

**Invoices shall be submitted to the address below:**

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

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

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

I certify under penalty of perjury that Contractor is a [check one]:

Corporation  Limited Liability Company  Partnership authorized to do business in the State of Oregon.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

OR

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

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

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

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

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance, or liability insurance, or providing warranties relating to the labor or services I provide.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# Billeter Marine, LLC

520 3<sup>rd</sup> Court  
Coos Bay, OR 97420

Ph: 541.269.8600  
Fx: 541.266.0532

<b>To:</b> EMC-Engineers/Scientists, LLC	<b>Contact:</b>
<b>Address:</b> Attn: Jack Akin, 1867 Williams Hwy Grants Pass, OR 97527 US	<b>Phone:</b> 541-261-9929
<b>Project Name:</b> Port Of Brookings - Travel Lift Dredging	<b>Bid Number:</b>
<b>Project Location:</b>	<b>Bid Date:</b>

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1	Mobilization	1.00	LS	\$16,760.60	\$16,760.60
	2	Erosion, Sediment Control & Turbidity Curtain	1.00	LS	\$8,664.81	\$8,664.81
	3	Remove Rock From End Of Culvert Discharge And In Travel Lift Slip	3,000.00	CY	\$28.72	\$86,160.00

**Total Bid Price:** \$111,585.41

**Notes:**

- The above prices do not include Permits. If permits are to be obtained by Billeter Marine, LLC an extra charge of 75.00 per hour plus materials (if any) will be charged in addition to the proposal amount
- Billeter Marine, LLC reserves the right to pass on any material price increases that occur between the time this quote was given and the time of construction.
- Quote good if accepted in writing within 7 days. Please sign and return one copy of this proposal to signify an acceptance of this quote and its terms and conditions as stated or feel free to call me if you have any questions. Our CCB# is 166653
- Any additional work will be billed on a cost plus 10% basis.
- All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the agreed upon price. All agreements contingent upon strikes, accidents or delay beyond our control. Owner to carry fire, tornado, and other necessity Insurance. Our workers are fully covered by Workmen's Compensation Insurance.
- Billeter Marine, LLC reserves the right to make progress billings on projects with durations greater than 1 month. This contract is to be paid in full within 30 days from the date the work has been substantially completed. Interest at the rate of ONE AND ONE-HALF (1-1/2%) PER MONTH (18% PER ANNUM) will be charged on all balances not paid when due. In the event legal action is necessary to enforce the contract, the prevailing party will be entitled to court costs and reasonable attorney fees.
- The prevailing party in any action or suit is entitled to costs and attorney fees. This receipt evidences a purchase as provided for in the ACCOUNT Plan Agreement between Billeter Marine, LLC and the above-named Purchaser. All provisions and agreements contained in the Account Plan Agreement, if applicable, are hereby incorporated by reference.
- If payment(s) are to be made using a credit card, Billeter Marine, LLC will charge an additional processing and handling fee of 3% of the amount(s) charged to offset bank charges.

**Payment Terms:**

Payment for project to be set forth in contract

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Billeter Marine LLC</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Jeff Brown</p>
---	---

# ACTION ITEM – F

---

**DATE:** June 21, 2023  
**RE:** Workers Compensation Insurance SAIF  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

---

## OVERVIEW

- Building located at 16118 Lower Harbor Road became vacant February 1, 2023.
- SDIS use to provide workers compensation but has recently partnered with SAIF
- Only significant change is that the previous policy was for \$3,000,000 and this policy is for \$1,000,000.
- New annual premium will be \$19,785.60, last year's annual premium was \$20,639.83.

## DOCUMENTS

- Last year's annual premium, 1 page
- SAIF Workers Compensation Insurance Proposal, 7 pages
- Letter from SDIS regarding Termination of Workers Compensation Coverage, 2 pages

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve Workers Compensation Insurance Policy with SAIF.



For Reference

Worker's Comp Policy, past premiums paid to Special Districts Insurance Services:

Coverage Period: 7/1/21-6/30/22           \$ 14,548.35

Coverage Period: 7/1/22-6/30/23           \$ 20,639.83



**Workers' compensation insurance proposal for  
Port of Brookings Harbor**

WAFD Insurance Group (Harbor)  
WAFD Insurance Group Inc  
P: 541.469.3510  
F: 541.469.2097  
carries@wafdinsurance.com



May 24, 2023

PORT OF BROOKINGS HARBOR  
PO BOX 848  
BROOKINGS, OR 97415

WAFD INSURANCE GROUP (HARBOR)  
WAFD INSURANCE GROUP INC  
CAL/OR INSURANCE AGENCY  
PO BOX 2725  
BROOKINGS, OR 97415-0331

Proposal: 100057060  
Policyholder: Port of Brookings Harbor

Thank you for requesting a workers' compensation insurance proposal from SAIF Corporation. The enclosed proposal provides you with a premium estimate for the requested policy period based on projected payrolls as well as premium modifiers.

**To elect coverage**

Sign and return the Notice of Election before the effective date of July 01, 2023.

**Owners generally not covered**

The owners of a business generally are not required to be covered on a policy, but there are some exceptions. For more information, go to [saif.com](http://saif.com) / **Employer Guide / Reporting payroll / Whom to report.**

**Verifiable time records**

Oregon Administrative Rules require you to report wages under the highest rated classification applicable to any part of the worker's duties if you choose not to keep verifiable time records.

In most instances, if you have more than one classification on your insurance policy and your workers shift duties between those classifications, you can use verifiable time records to separate the payroll of the workers and report it in more than one classification on the payroll report.

Verifiable time records must be supported by original entries from other records, including, but not limited to, timecards, calendars, planners, or daily logs prepared by the employee or the employee's direct supervisor or manager. Estimated percentages or ratios will not be accepted. For more information on how to keep verifiable time records, go to [saif.com](http://saif.com) / **Employer Guide/ Reporting payroll / Verifiable time records.**

**Prevent jobsite injuries**

Safety awareness and preparedness are key in preventing on-the-job injuries, which may keep workers' compensations costs down. Please go to [saif.com](http://saif.com) / **Safety and health** and also the Oregon OSHA website at [orosha.org](http://orosha.org) to obtain valuable information to prevent injuries.

Port of Brookings Harbor  
May 24, 2023  
Page 2

SAIF Corporation strives to provide our customers with the best services available at the lowest possible cost. We appreciate your confidence in us and look forward to working with you. Please feel free to contact me whenever you need assistance.

Sincerely,

/s/ Mirasol Rodriguez  
Underwriter  
P: 503.373.8822  
F: 503.584.8822  
MIRROD@SAIF.COM

c: WAFD Insurance Group (Harbor)

**Port of Brookings Harbor**

**Premium estimate for Guaranteed Cost**

**Period:** 07/01/2023 - 07/01/2024

**Proposal:** 100057060

**Group:** Special Districts Association of Oregon - Services

**Plan:** Version #1

**Rating period: 07/01/2023 to 07/01/2024**

**Location 354128: 16330 Lower Harbor Rd, Brookings, OR**

Classification description	Class	Subject payroll	Rate	Premium
Marinas-Inc Sls/Prts Dr-State Act	6836	\$82,633.00	3.24	\$2,677.31
Public Relations/Sales/Promotion	8742	\$98,200.00	0.21	\$206.22
Vol Board Members-5	8742	\$3,600.00	0.21	\$7.56
Office Clerical	8810	\$207,200.00	0.11	\$227.92
Buildings-Operation By Owner Or Lessee & Drivers	9015	\$296,900.00	2.75	\$8,164.75
Vol Lawn Care & Maintenance	9015	\$13,200.00	2.75	\$363.00
<b>Total manual premium</b>		<b>\$701,733.00</b>		<b>\$11,646.76</b>

Description	Basis	Factor	Premium
Balance to Min EL Increased Limits (Part II)	\$120.00	1.0063	\$73.41
EL Increased Limits premium (Part II)	\$11,646.76	1.004	\$46.59
<b>Total subject premium</b>			<b>\$11,766.76</b>

Description	Basis	Factor	Premium
Experience Rating	\$11,766.76	1.68	\$8,001.40
<b>Total modified premium</b>			<b>\$19,768.16</b>

**Total standard premium \$19,768.16**

Description	Basis	Factor	Premium
Oregon Total Premium			\$19,768.16
Premium Discount	\$19,768.16	0.0929	-\$1,836.75
Terrorism Premium	\$701,733.00	0.005	\$35.09
Catastrophe Premium	\$701,733.00	0.01	\$70.17
DCBS Assessment	\$17,846.22	1.098	\$1,748.93
<b>Total premium and assessment</b>			<b>\$19,785.60</b>

Premium discount schedule		
First	\$5,000	0.00%
Next	\$10,000	10.50%
Next	\$35,000	16.50%
Over	\$50,000	18.00%

The experience rating modifier is tentative.

Part Two coverage at limits of \$1,000,000/\$1,000,000/\$1,000,000

**Policy Minimum Premium: \$500**

**Port of Brookings Harbor**

---

**Premium estimate for Guaranteed Cost**

**Period:** 07/01/2023 - 07/01/2024

**Group:** Special Districts Association of Oregon - Services

**Proposal:** 100057060

**Plan:** Version #1

---

**Part Two Coverage Increased Limits Minimum Premium: \$120**

Your policy premium is based on your current estimated premium and may be prorated for policies in effect for less than a full year or adjusted based on actual payroll by classification.

Terrorism Premium is in addition to Policy Minimum Premium.

Catastrophe Premium is in addition to Policy Minimum Premium.

DCBS Premium Assessment excludes Part Two Coverage.

**Payroll Reporting Frequency: Monthly**

**Policyholder Option to Reimburse SAIF Corporation for Medical Expenses (Nondisabling Claims Reimbursement Program):** This policyholder has chosen to enroll in the Nondisabling Claims Reimbursement program with Quarterly claim evaluation.

You are rated with one or more other policies due to common ownership. Some of your rating adjustments may be determined on the combined premium for the policies.

## Port of Brookings Harbor

---

### Plan description for Guaranteed Cost Plan

**Period:** 07/01/2023 - 07/01/2024

**Proposal:** 100057060

---

#### **Guaranteed Cost Plan**

SAIF Corporation's Guaranteed Cost Plan is a simple, no-risk plan that allows purchasers to know their insurance costs throughout the policy period. It may provide a premium discount based on volume.

#### **Premium payment terms**

We will send a payroll report to you at the end of each reporting period. Return the completed payroll report to us by the indicated due date or you may go to **saif.com** to submit payroll figures online where SAIF makes it easy by doing all the calculations for you.

Your premium, including the terrorism premium, catastrophe premium, and the Department of Consumer and Business Services premium assessment, is payable with each payroll report.

SAIF adds interest at the rate of one percent per month to any past due balance.

**Port of Brookings Harbor**

**Notice of Election for Guaranteed Cost Plan**

**Period:** 07/01/2023 - 07/01/2024

**Proposal:** 100057060

**Group:** Special Districts Association of Oregon - Services

**Plan:** Version #1

**Agency:** WAFD Insurance Group Inc

**Producer:** WAFD Insurance Group (Harbor)

**Total estimated premium and assessments:** \$19,785.60

**Payroll reporting frequency:** Monthly

Please visit **saif.com** and choose *Safety and health* for information about safety or choose *Employer Guide* for information about reporting payroll, paying online, filing and managing a claim, and coverage.

I, the undersigned, as a legal representative of the Company listed above, do hereby authorize SAIF Corporation to issue the policy and determine workers' compensation premiums according to the plan selection on this form. I have read, understand, and agree to the terms and conditions of this plan as set forth in the proposal.

\_\_\_\_\_  
Authorized signature of insured

\_\_\_\_\_  
Date signed

**Please return this page to:**

**SAIF CORPORATION  
400 High St SE  
Salem, OR 97312-1000**



May 30, 2023

Port Of Brookings Harbor  
PO Box 848  
Brookings, OR97415

Re: Termination of Workers' Compensation Coverage, effective 7/1/2023

Dear District,

As you are likely aware, the SDIS Workers' Compensation program will discontinue effective 7/1/2023. However, the Trust will continue to pay any and all claims for accepted injuries that occurred prior to that date. The Trust maintains a fund that has been deemed adequate by an actuary firm to pay the estimated outstanding costs of these claims until their closure.

Additionally, the Trust maintains a letter of credit in an amount equal to the total outstanding reserves of all claims, plus an estimate of the costs of claims we're not yet aware of and the cost to administer the claims. This letter of credit is there for the State of Oregon to use to take over the payment of these claims in the highly unlikely event that SDIS can no longer do so.

Enclosed, you will find the official letter notifying you that your workers' compensation coverage provided by the SDIS Trust's Workers' Compensation Group will be terminated effective 7/1/2023. This letter reminds you that, in accordance with statute, your district may be individually liable for any claims payments for your claims that occurred during your period of membership in the workers' compensation program.

***Please know that in order for your district to be asked to pay any claims amount, SDIS would first have to run out of funds to continue to pay these claims on your behalf and then the State of Oregon would have to exhaust the proceeds from the letter of credit. This is an extremely unlikely scenario.***

We sincerely appreciate your membership in the SDIS Workers' Compensation Program. Your participation and contributions made a real difference in the workplace safety of all participating special districts. As a reminder, please know you can continue to help your fellow special districts by enrolling in the SDAO/SAIF Servicing Group, if you have not already done so. The enrollment form can be found here: <https://www.sdao.com/sdao-saif-workers-compensation>.

Sincerely,

Chris Hill  
Underwriting Manager, SDIS

RECEIVED

JUN 2 2023

May 30, 2023

Port Of Brookings Harbor  
PO Box 848  
Brookings, OR 97415

Re: Termination of SDIS Workers' Compensation Coverage, effective 7/1/2023

Dear District,

In accordance with Oregon Administrative Rule 436-050-0290(3), upon your termination of membership from the SDIS workers' compensation self-insurance group, we are required to remind you of your potential liability arising out of your period of membership.

Please be aware that pursuant to your district's Group Self-Insurance Resolution passed as a requirement to be a member of the SDIS workers' compensation group, your district remains liable for the payment of any compensation due its subject workers and other amounts due the Workers' Compensation Division arising out of your district's period of membership.

Furthermore, it is required under OAR 436-040-0290 that alternate arrangements for workers' compensation coverage are met if you continue to employ Oregon subject workers.

If you have any questions or concerns, please contact our underwriting department at 800.285.5461 or [underwriting@sdao.com](mailto:underwriting@sdao.com).

Sincerely,

Chris Hill  
Underwriting Manager  
SDIS

cc: Jody Howatt, Self-Insurance Specialist  
State of Oregon, Workers' Compensation Division, Performance Section

James Sabin  
WAFD Insurance Group, Inc., Agent of Record

# ACTION ITEM – G

---

**DATE:** June 21, 2023  
**RE:** Lloyd Whaley Memorial Bench  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

---

## OVERVIEW

- Lloyd Whaley was a Port Commissioner from 1987 through 2008.
- Lloyd passed away on April 29, 2023.
- There is interest to place a memorial bench similar to Roy Davis's along the concrete boardwalk.

## DOCUMENTS

- Proposed Bench, 1 page
- Roy Davis's Memorial Bench, 1 page
- Proposed Locations, 1 page

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve the Port Manager to purchase and place a bench and plaque along the concrete boardwalk in honor of Lloyd Whaley and his contributions to the Port of Brookings Harbor.



The Park Catalog  
220 Congress Park Drive, Suite 215  
Delray Beach FL 33445  
5616207878  
[sales@theparkcatalog.com](mailto:sales@theparkcatalog.com)



## Maricopa Concrete Bench with Back

[Be the first to review this product](#)

(<https://www.theparkcatalog.com/review/product/list/id/1873622/#review-form>)

**\$705.00**

Buy 3 for **\$690.90** each and **save 2%**  
Buy 6 for **\$676.80** each and **save 4%**  
Buy 11 for **\$662.70** each and **save 6%**

**\*Size** \* Required Fields

72Lx23Wx33H

---

**\*Seat Color**

Polished Smooth Finish-Sand Tan

---

**\*Concrete Color and Finish**

Dura Brite Finish-Sand Tan

---

**\*Engraving Setup Fee**

No Engraving

---

**\$705.00**

© 2023 The Park Catalog. All Rights Reserved.  
<https://www.theparkcatalog.com/>

Need Help? Chat with a representative now.





# ACTION ITEM – H

---

**DATE:** June 21, 2023  
**RE:** FEMA Schedule and Equipment Procurement  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

---

## OVERVIEW

- FEMA award allows Port to purchase its own equipment.
- FEMA budgeted \$2,447,071.
- Business Oregon will match \$500,000.
- Final procurement will come back to the Board for approval.

## DOCUMENTS

- FEMA Project Schedule, 1 page
- Map of Dredge Settlement Area, 1 page
- FEMA Equipment List, Estimated Pricing, 1 page
- Dredge Equipment Budget, 1 page
- Map of Stockpile Grading Plan, 3 pages

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve the Port Manager to procure the items listed and begin purchasing items that exceed Port Manager limit of \$10,000.

FEMA - POBH PROJECT SCHEDULE

FEMA PW189 Dredging 2023-27

#	Description	Location	2023					2024					2025										
			J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D		
1	Completion of construction drawings <sup>1</sup>	Admin																					
2	RFP / Contract Approval for Clam Contractor	Admin																					
3	Purchase/deliver hydraulic dredge & equip. <sup>2</sup>	Admin																					
4	Build sediment & storage area - Port	Gear Storage																					
5	RFP / Contract Approval for sediment storage	Admin																					
6	Build sediment/barge slope area - Contractor	Gear Storage																					
7	Clam-bucket Dredging - Travel Lift / Culvert	Basin 2																					
8	Hydraulic Dredging <sup>3</sup>	Basin 2																					
9	Hydraulic Dredging (2024-2025) <sup>4</sup>	Basin 1 - 2																					
10	Hydraulic Dredging (2025-2026) <sup>4</sup>	Basin 1 - 2																					
11	Hydraulic Dredging (2026-2027) <sup>4</sup>	Basin 1 - 2																					

Notes:

FEMA PW-189 Budget: \$2,447,071

JPA for dredging was approved for 5 years.

In-Water Work Period: Oct 15 - Mar 15

- 1. Construction drawing details for the Sediment Basin are completed. Revisions in process.
- 2. Equipment includes; 200kw generator, 3,000lf of 8" pipe, electric cable, pipe floats, truck/trailer, skiploader, tender boat, turbidity screen, ramps, cover, spare parts, etc.
- 3. Testing and calibration, operation learning curve development, etc.
- 4. Season of completion must depend on ability to adequately dredge and store FEMA-Approved sediments, as limited by production rates, weather, priorities and storage capacity.

(Dates subject to change depending on contractor schedule, FEMA funding or equipment availability)

176



# Untitled Map

Write a description for your map.

- Legend**
- Boat Shop
  - Feature 1
  - Feature 2
  - Old Dog Sportfishing
  - Path Measure
  - Portside Suites



3

Item #	Equipment Description	Estimate Cost Range		May Require Additional Board Approvals
1	Dragflow Dredge	238,885.00	- 238,885.00	X
2	Generator	215,500.00	- 215,500.00	X
3	Pipe (8" approx. 3,000ft) with flanges or couplings	65,386.00	- 65,386.00	
4	Fusing Machine (if needed or rental)	4,280.00	- 4,280.00	
5	Pipe Floats	10,000.00	- 15,000.00	
6	Cable (floating)	20,000.00	- 25,000.00	
7	Skiploader (JD 210 or equal)	125,000.00	- 125,000.00	X
8	Tender Boat 25' length with flat deck and winch or crane	25,000.00	- 40,000.00	X
9	Drive ramps over pipe on ground	2,000.00	- 5,000.00	
10	Equipment cover	10,000.00	- 15,000.00	
11	1-Ton Truck	40,000.00	- 60,000.00	X
12	Turbidity Screen	15,000.00	- 20,000.00	
13	Spare parts	14,700.00	- 14,700.00	
14	Concrete Blocks (Sediment Storage Area) Qty - 170 each	22,000.00	- 30,000.00	
15	Rock - riprap (Sediment Storage Slopes)	15,000.00	- 25,000.00	
16	Road Fabric (Sediment Storage Slopes)	1,500.00	- 2,500.00	
17	Fencing (Sediment Storage Area)	10,000.00	- 20,000.00	
18	Trailer	25,000.00	- 25,000.00	
19			-	
		859,251.00	- 946,251.00	
	Freight	85,925.10	94,625.10	
	Estimated Total	945,176.10	1,040,876.10	

(Pricing and availability subject to change)

## Dredge Equipment Budget

**Item**

<b>DRP120 Dredge (Standard)</b>	\$	154,285.00	(Plus \$2,000 Travel and Board for Onsite Training)	
<b>Options:</b>				
Additional cable (350 ft)	\$	18,796.00		
Jet Ring system (for clay)	\$	14,378.00		
Auto-greasing system	\$	7,330.00		
GPS/Bathymetric system	\$	41,353.00		
Bottom protection	\$	743.00		
<b>Total Cost:</b>	<b>\$</b>	<b>236,885.00</b>		

Power	3 Phase 460 V	380 KVA		
Weight:	7,400 Kg	16,264 lbs		
Dimension: Shipping	10 x 2.3 x 3.5 meters	33 x 8 x 11.5 feet		
Dimension: Assembled	6.02 x 4.33 x 3.84 meters	13.8 x 14.2 x 12.6 feet	5.29 x 4.28 x 3.06	
Delivery time	10 to 12 Weeks			
Freight	40x10 Container	to Oakland/SF (46 Days)	\$ 11,500.00 includes Insurance	
Payment	50% electronic deposit at order; 50% prior to shipping			

**Cable**  
800 ft with floats                      Cost to be determined by Manufacturer

**Spare Parts List**  
EL1204MGHH Parts.xlsx                      \$                      14,700.00

<b>Discharge Hose (3000 Ft)</b>					
Dragflow Rigid (40 ft/hose)	56	\$	1,023.00	\$	57,288.00
Dragflow Flex (40 ft/hose)	19	\$	3,475.00	\$	66,025.00
			Dragflow total	\$	123,313.00
Fowler SDR 21 Rigid (40 ft/hose)	56	\$	354.40	\$	19,846.40
Fowler SDR 21 Flex (40 ft/hose)	19	\$	1,417.60	\$	26,934.40
			Fowler total	\$	46,780.80

Estimated cost

<b>Hose Connectors</b>					
8" Flange Adapter	150	\$	32.22	\$	4,833.00
8" Backup Ring	150	\$	35.85	\$	5,377.50
8" Ring Gasket	75	\$	4.24	\$	318.00
8" Bolt & Nut Kit	75	\$	39.40	\$	2,955.00
			Fowler total	\$	13,483.50

<b>Hose Elbows</b>					
8" Elbow 90	2	\$	105.43	\$	210.86
8" Elbow 45	2	\$	106.95	\$	213.90

<b>Pipe Welder</b>					
Hays 2-8 inch But Fusion Machine	1	\$	4,280.13	\$	4,280.13

<b>Hose Floats</b>					
Dragflow (set of 3)	60	\$	1,178.00	\$	70,680.00
Neptune (each)	180	\$	371.00	\$	66,780.00

**Hose Pipe Drive Ramp**  
Cost to be Determined

<b>Trailer</b>	<b>Cost</b>	<b>GVWR Rating</b>	<b>Weight</b>	<b>Payload</b>
Trailer: Big Tex 25GN 23+5 ft	\$25,000	25,900#	8,450#	17,450#

**Truck**  
1-Ton Pickup/Flatbed with 5th wheel hitch                      Cost to be determined

<b>Skiploder</b>				
2023 John Deer 210 G-tier	\$	125,339.87	with \$486.93 CAT Recovery Fee	
2023 Kabota M62 Loader/Tractor	\$	60,808.00	additional accessories available	

**Tender Boat**  
25 ft with flat deck & winch or crane                      Cost to be determined



1 STOCKPILE GRADING PLAN  
SCALE 1" = 20'



Dry Stockpile  
1' High = 370cy  
Settlement Area  
1' High = 1,185cy = 239,251 Gallons

REVISIONS	BY:

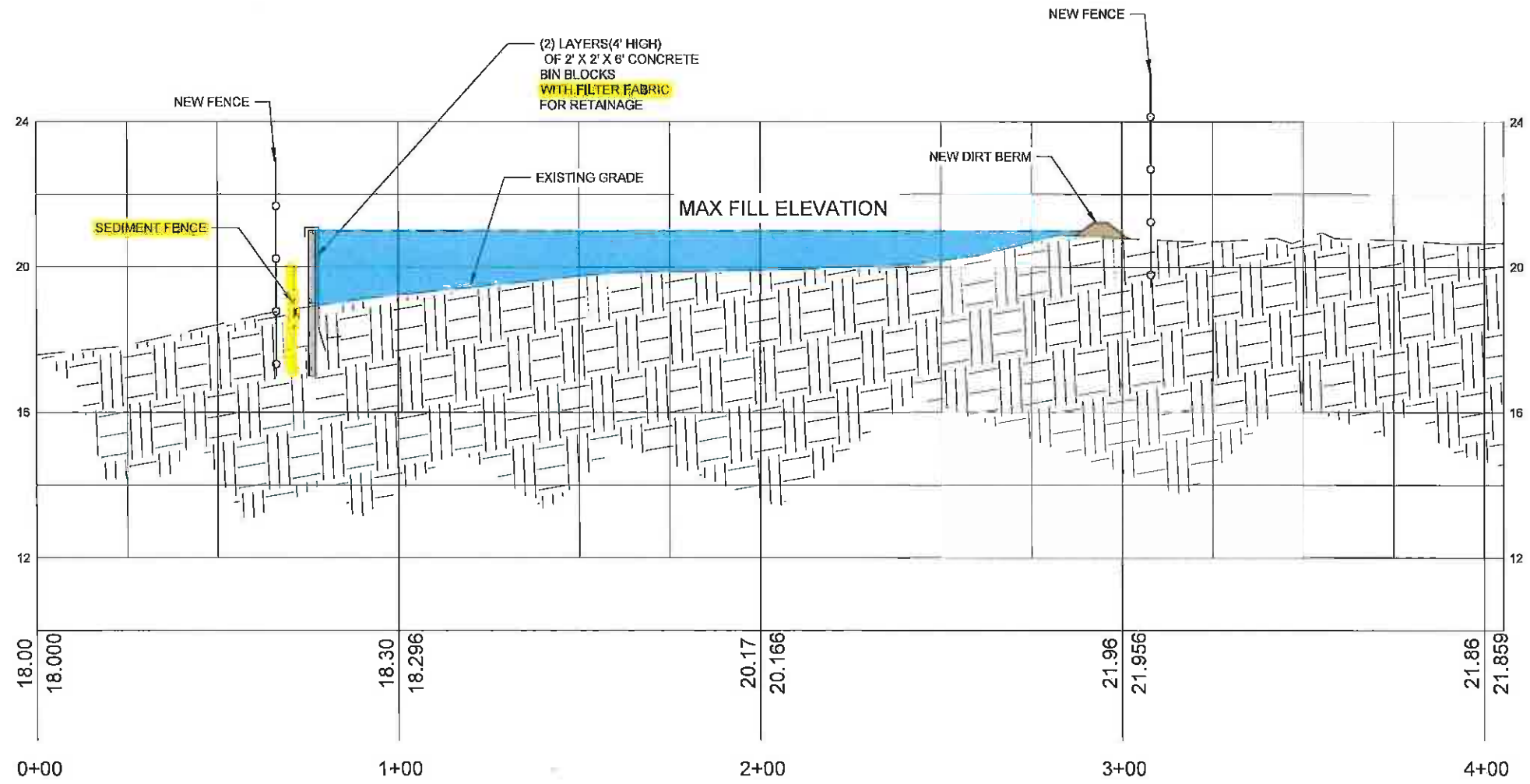
Grants Pass • Jacksonville • Medford, OR  
 16330 Lower Harbor Road, Brookings, OR 97415  
 Phone: 541-424-6424 • Fax: 541-424-6425  
[www.emc-engineers.com](http://www.emc-engineers.com)  
**EMC** - Engineers/Scientists, LLC



**PRELIMINARY**  
NOT FOR CONSTRUCTION

**PORT OF BROOKINGS HARBOR**  
 16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415  
 PROPOSED DREDGING PLAN 2023

DRAWN BY: JW  
 DATE: 07 JUNE 2023  
 JOB No: 023-2303  
 SHEET No:  
**C2.6**  
 STOCKPILE GRADING PLAN



**1 STOCKPILE SECTION**  
 SCALE - 1" = 20' H 1" = 2' V

REVISIONS	BY:

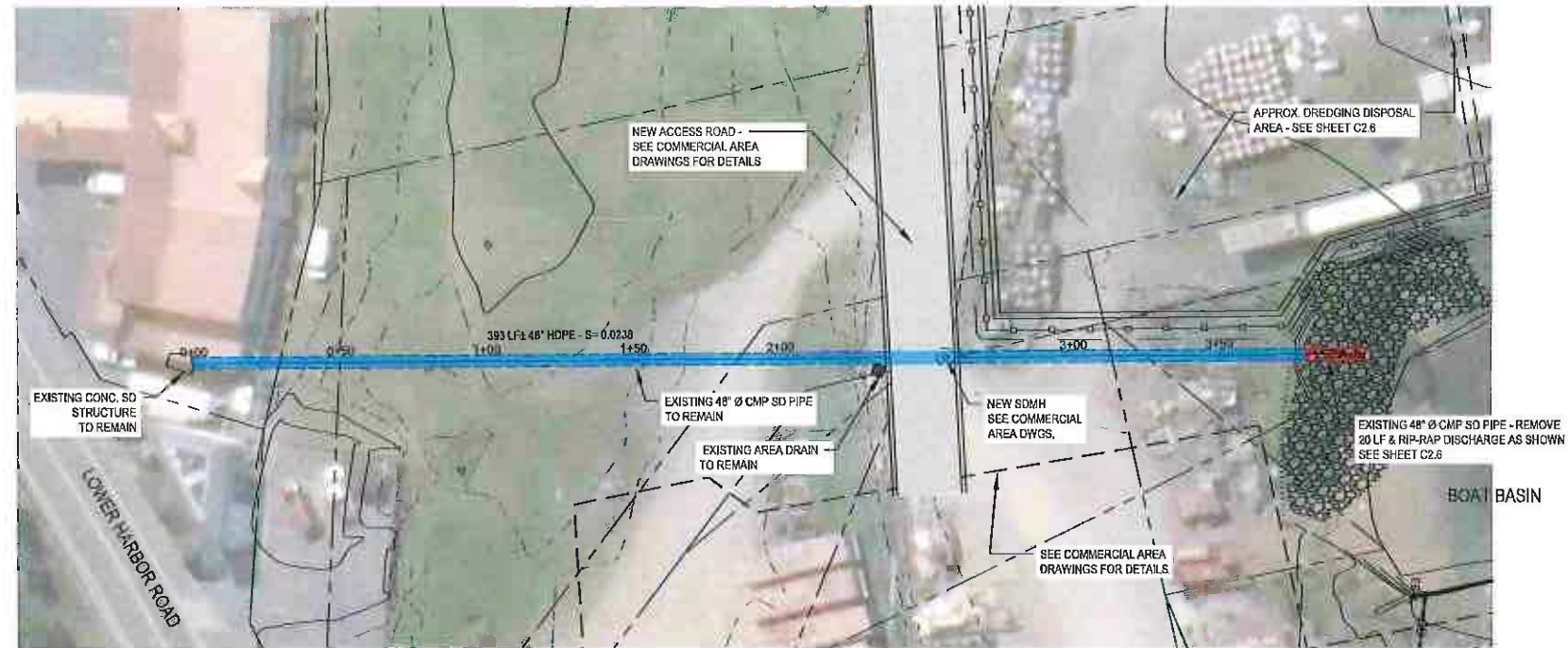
**EMC**  
 Grants Pass, Jacksonvill, Medford, OR  
 1200 N. Williams Ave., Suite 200, Grants Pass, OR 97527  
 503-875-4444  
 www.emc-engineers.com

**Engineers/Scientists, LLC**

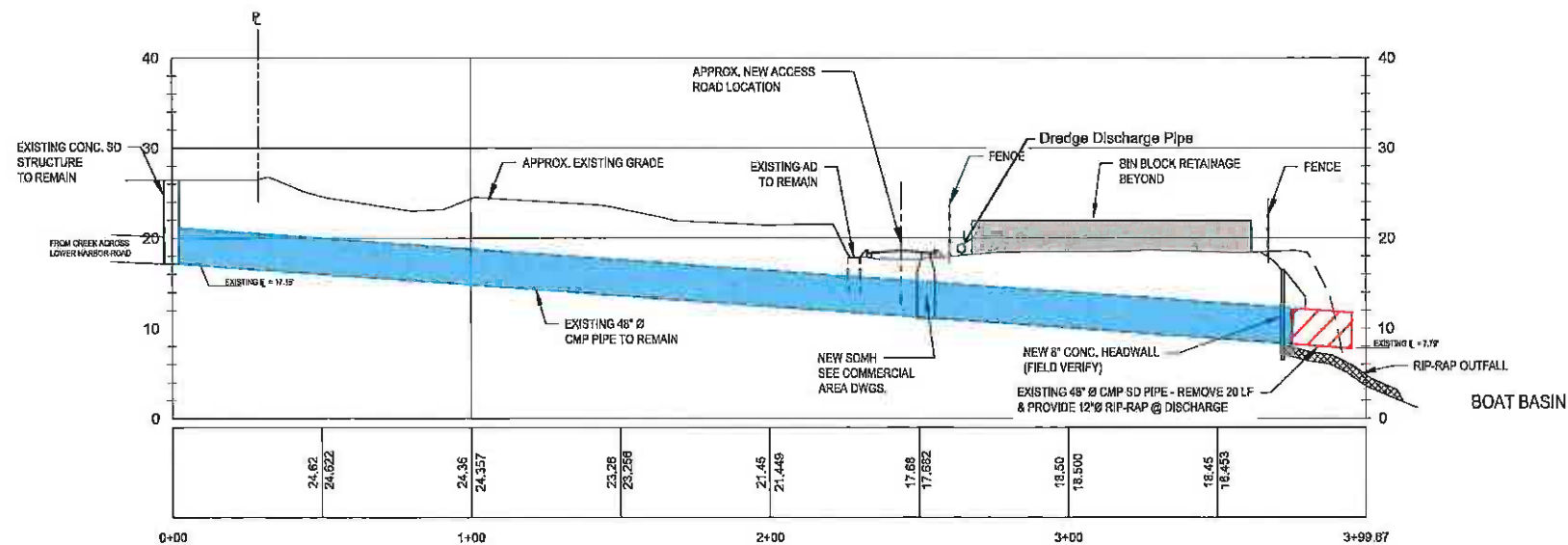
**PRELIMINARY**  
 NOT FOR CONSTRUCTION

**PORT OF BROOKINGS HARBOR**  
 16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415  
 PROPOSED DREDGING PLAN 2023

DRAWN BY: JW  
 DATE: 07 JUNE 2023  
 JOB No: 023-2303  
 SHEET No:  
**C2.8**  
 STOCKPILE SECTION



**1 PLAN - EXISTING 48" SD LINE**  
 SCALE: 1" = 30' (24x36)  
 NORTH



**2 PROFILE - EXISTING 48" SD LINE**  
 SCALE: H - 1" = 30'  
 V - 1" = 10'

NOTE:  
 ADDITIONAL UNKNOWN EXISTING US SD LINES CONNECTING TO THIS 48" Ø PIPE MAY EXIST. IF ADDITIONAL CONNECTED SD LINES ARE DISCOVERED, THESE LINES SHALL BE EVALUATED IN THE FIELD FOR INTEGRITY AND/OR THE NEED FOR REPLACEMENT. CONNECT ALL FUNCTIONING EXISTING CONNECTING SD LINES TO NEW 48" Ø PIPE AS REQUIRED. CONSULT ENGINEER FOR FURTHER INFORMATION IF EXISTING SD LINES ARE ENCOUNTERED.

VERTICAL DATUM  
 MEAN LOWER LOW WATER EPOCH 1983-2001,  
 BENCH MARK UTILIZED FOR THIS SURVEY  
 US ARMY CORPS OF ENGINEERS  
 BENCH MARK - "FUEL 2"  
 ELEVATION - 21.65 FEET

NOTE:  
 ALL EXISTING US UTILITIES TO BE PROTECTED DURING CONSTRUCTION



REVISIONS	BY:

Grants Pass, OR • Jacksonville, OR • Medford, OR  
 20000 10th Street, Suite 200, Grants Pass, OR 97527  
 1000 10th Street, Suite 200, Jacksonville, OR 97501  
 1000 10th Street, Suite 200, Medford, OR 97504  
 Tel: 541-772-5400 • Fax: 541-772-5400  
 www.emc-engineers.com • info@emc-engineers.com

**EMC**  
 Engineers/Scientists, LLC

**PRELIMINARY**  
 NOT FOR CONSTRUCTION

**PORT OF BROOKINGS HARBOR**  
 16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415  
 PROPOSED DREDGING PLAN 2023

DRAWN BY: JW  
 DATE: 07 JUNE 2023  
 JOB No: 023-2303  
 SHEET No:  
**C3.0**  
 SD LINE  
 PLAN & PROFILE

# ACTION ITEM – I

---

**DATE:** June 21, 2023  
**RE:** Delinquent Account Write Off Request  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** April Walker, Office Manager

---

## OVERVIEW

- Typically, before the end of the fiscal year, 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 Mountain View Custom Cycles (Al Mills). The Port has exhausted all attempts to contact and retrieve amounts due. Requesting to move forward sending account to collections.

## DOCUMENTS

- Delinquent Account Write Off Request, 2 pages

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve delinquent account write offs of \$4,560.02 from accounts receivable and submit the amount to Port collection agency.



# Delinquent Account Write Off Request

Customer: Mountain View Custom Cycles, Al Mills

Amount Owed: \$4,560.02 Date: 6/8/2023

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

Notes and timeline of collection attempts on the account of **Mountain View Custom Cycles, Al Mills**:

- Al Mills leased 16118 Lower Harbor Road for his business Mountain View Custom Cycles from February 1, 2017, until January 31, 2023. He began defaulting on monthly payments in January 2020.
- Al made a verbal arrangement with office staff in 2020 to make payments weekly to get caught up.
- November 2020, Al was granted a COVID relief repayment plan by office staff Kim Boom.  
Under COVID Commercial Rent Relief program, \$3000.00 was received applied to his account.
- August 2021, Al defaulted on his repayment plan and was sent a Notice of Default. Upon receiving that notice, Al wrote a check to the Port that bounced.
- December 2021, Al was sent a 90-day overdue notice.
- January 2022, Al's lease went into Default due to his continued failure to bring his balance current. His lease had ended in December, and because it was in default, Port management decided not to renew the lease terms and moved him into month-to-month status. Another 90-day overdue notice was sent.
- January 31, 2022, a Notice of Default was sent because Al was not making the payments that he said he would.
- March 2, 2022, Al met with the Port Manager and promised to make weekly payments of \$500 to bring his account to current.
- May 5, 2022, office staff received an email from Al stating that he would go back to making weekly payments as he promised to get his lease out of Default status.
- Payments were not made weekly as Al verbally said he would do. Payment dates were May 17, June 13, July 18, August 15, and September 16, 2022.
- No payment has been received since September 16, 2022.
- January 2, 2023, Al cleared out his shop and sent an email that he was terminating his lease.
- January 18, 2023, the Board approved the Lease Termination Date of January 31, 2023. Office staff sent a final invoice for monthly lease, and shop clean-up of debris and garbage left behind by Al, and statement of account to Al's PO Box. The security deposit he paid in 2017 was applied to the shop clean-up invoice.
- Office staff has continued to send monthly statements, 90-day overdue notices, and Demand for Payments to Al Mills. We have had no contact with Al. He has not returned phone calls, emails, nor has he responded to any of the mail we have sent.
- Finance charges have continued to accrue on his account. Balance due as of May 31, 2023, is \$4,560.02

Write off this account on accounts receivable as uncollectable and **submit this to collection agency in the amount of \$4,560.02**

Write off this amount on accounts receivable as uncollectable in the accounts receivable and **do not submit this to collection agency in the amount of \$4,560.02**

**Other Agreement/Terms as presented and approved.** Customer balance is \$4,560.02

\_\_\_\_\_  
Authorized / Attached Minutes

\_\_\_\_\_  
Date

*This institution is an Equal Opportunity Provider*



## Port of Brookings Harbor Balance Details for Mills, AI

Type	Num	Date	Memo	Open Balance			Open Balance
				Due Date	Amount	Aging	
Invoice	20221400	09/01/2022	SEPTEMBER 2022 LEASE	09/01/2022	755.91	280	539.63
Invoice	20221619	10/01/2022	OCTOBER 2022 LEASE	10/01/2022	755.91	250	755.91
Invoice	20221712	11/01/2022	NOVEMBER 2022 LEASE	11/01/2022	1,098.34	219	1,098.34
Invoice	20221835	12/01/2022	DECEMBER 2022 LEASE	12/01/2022	755.91	189	755.91
Invoice	20230042	01/18/2023	JANUARY 2023 LEASE	01/18/2023	755.60	141	755.60
<b>Total for Lease</b>							<b>3,905.39</b>
Invoice	FC 1576	11/30/2022	Finance Charge	11/30/2022	46.32	190	46.32
Invoice	FC 1596	01/04/2023	Finance Charge	01/04/2023	53.99	155	53.99
Invoice	FC 1627	02/28/2023	Finance Charge	02/28/2023	100.71	100	100.71
Invoice	FC 1652	03/31/2023	Finance Charge	03/31/2023	59.71	69	59.71
Invoice	FC 1678	04/28/2023	Finance Charge	04/28/2023	330.35	41	330.35
Invoice	FC 1687	05/31/2023	Finance Charge	05/31/2023	63.55	8	63.55
<b>Total for Finance Charges</b>							<b>654.63</b>
							<b>4,560.02</b>

185

# INFORMATION ITEM – A

---

**DATE:** June 21, 2023  
**RE:** RV Park Project  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

---

## OVERVIEW

- Due to delays and weather the RV Park Project started in January 2023 and was completed March 2023.
- Due to a security breach at the County, final inspections got delayed.
- Received final approval and sign off from the County and Engineers on the RV Park Project

## DOCUMENTS

- Email from County, 5 pages



Travis Webster &lt;travis@portofbrookingsharbor.com&gt;

---

**FW: Beachfront - County Permit**

5 messages

Lily Ramirez &lt;lily@pipeandrock.com&gt;

Mon, Jun 5, 2023 at 1:25 PM

To: Tim &lt;tim@crowclay.com&gt;, Travis Webster &lt;travis@portofbrookingsharbor.com&gt;

Tim and Travis,

This just came in from the county.

Thank you,

Lily

---

**From:** Cindy Ashby <ashbyc@co.curry.or.us>**Sent:** Monday, June 05, 2023 1:15 PM**To:** Lily Ramirez <lily@pipeandrock.com>**Subject:** RE: Beachfront - County Permit

Thank you Lily, we just got our computers and email back last Thursday so we are working through them. I have uploaded the document to the file and finalized the permit out. Have a great day! 🍌

Best regards,

# *Cindy Harwell*

***Permit Tech II****Curry County Community Development**HOURS: Monday – Thursday 8-5, closed for lunch 12-1**Phone 541-247-3304 Fax 541-247-4579**94235 Moore Street, Suite 113, Gold Beach, OR 97444*

**The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.**

187

**From:** Lily Ramirez <lily@pipeandrock.com>  
**Sent:** Monday, May 8, 2023 9:05 AM  
**To:** Cindy Ashby <ashbyc@co.curry.or.us>  
**Subject:** FW: Beachfront - County Permit

Cindy,

Please see attached letter from the engineer for the Port of Brookings Harbor regarding county permit.

Please let me know if you need anything else.

Thank you,

**Lily R. Ramirez**

Da-Tone Rock Products Inc. / McLennan Excavation Inc.

P.O. Box 6837, Brookings, OR 97415

[lily@pipeandrock.com](mailto:lily@pipeandrock.com)

(541) 412-9333

---

**From:** Tim <tim@crowclay.com>  
**Sent:** Monday, May 08, 2023 8:51 AM  
**To:** Lily Ramirez <lily@pipeandrock.com>  
**Subject:** RE: Beachfront - County Permit

Lily,

Please find attached signed document from the engineer.

Let me know if this doesn't work for any reason.

Thanks,

**Timothy A. Lambson**

Principal

**CROW/CLAY & ASSOC.**

*375 S. 4<sup>th</sup> Street*

*Coos Bay, OR 97420*

*o.541.269.9388*

**From:** Lily Ramirez <lily@pipeandrock.com>  
**Sent:** Wednesday, May 3, 2023 7:57 AM  
**To:** Tim <tim@crowclay.com>  
**Subject:** Beachfront - County Permit

Tim,

Could you reach out to Cindy at the county regarding what you need to do to sign off on the permit.

Cindy Harwell  
Permit Tech II  
Curry County Community Development  
HOURS: Monday – Thursday 8-5, closed for lunch 12-1  
Phone 541-247-3304 Fax 541-247-4579  
94235 Moore Street, Suite 113, Gold Beach, OR 97444

Thank you,

***Lily R. Ramirez***

Da-Tone Rock Products Inc. / McLennan Excavation Inc.  
P.O. Box 6837, Brookings, OR 97415  
lily@pipeandrock.com  
(541) 412-9333

---

Tim <tim@crowclay.com>  
To: Lily Ramirez <lily@pipeandrock.com>, Travis Webster <travis@portofbrookingsharbor.com>

Mon, Jun 5, 2023 at 2:24 PM

Lily,

That's great news! Thanks for passing it along.

[Quoted text hidden]

189

Tue, Jun 6, 2023 at 10:04 AM

**Travis Webster** <travis@portofbrookingsharbor.com>  
To: Tim <tim@crowclay.com>  
Cc: Lily Ramirez <lily@pipeandrock.com>

Hi,  
I assume this means that the project is now complete?

Travis  
[Quoted text hidden]  
--

Thank you,



**Travis Webster**  
Port Manager  
16330 Lower Harbor Rd, P.O. Box 848  
Brookings OR 97415  
Office: (541)469-2218 Ext: 406  
Cell: (541)291-7380  
Fax: (541)359-3999

**Tim** <tim@crowclay.com>  
To: Travis Webster <travis@portofbrookingsharbor.com>  
Cc: Lily Ramirez <lily@pipeandrock.com>

Tue, Jun 6, 2023 at 12:03 PM

Travis,

That is correct! Congrats on making it through a large site project during the worst winter I can remember. The next one will go smoother.

[Quoted text hidden]

Thank you,



**Travis Webster** <travis@portofbrookingsharbor.com>  
To: Tim <tim@crowclay.com>  
Cc: Lily Ramirez <lily@pipeandrock.com>

Tue, Jun 6, 2023 at 12:20 PM

190

Thank you Tim and Lily.  
[Quoted text hidden]

---

**2 attachments**

~WRD0000.jpg  
1K

~WRD0000.jpg  
1K

191

## **Executive Session**

**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).**