

PORT OF BROOKINGS HARBOR
Regular Commission Meeting
Wednesday, December 20, 2023 at 2:00pm
Hybrid / Meeting Room
16350 Lower Harbor Road Suite 202, Harbor OR, 97415

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

Webinar Access:
<https://us02web.zoom.us/j/7712054017?pwd=aGF4ZXlZOHA2eWZuL0o5WkxiZFhoZz09#success>

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

TENTATIVE AGENDA

	PAGE
1. CALL MEETING TO ORDER	
• Pledge of Allegiance	
• Roll Call	
• Modifications, Additions, and Changes to the Agenda	
• Declaration of Potential Conflicts of Interest	
2. APPROVAL OF AGENDA	
3. APPROVAL OF MEETING MINUTES	
A. Approve Minutes of Regular Commissioner Meeting Wednesday November 15, 2023.....	2
B. Approve Minutes of Special Commissioner Meeting Thursday November 30, 2023.....	5
4. PUBLIC COMMENTS – Limited to a maximum of three minutes per person. Comments by teleconference, please email your comments to danielle@portofbrookingsharbor.com prior to the meeting.	
5. MANAGEMENT & FINANCIAL REPORTS / APPROVAL.....	7
6. ACTION ITEMS	
A. Port Manager Contract.....	46
B. IGA with Curry County.....	47
C. Boat Yard Shop Buildings Layout and Size.....	59
D. FEMA Equipment Building.....	61
E. Atlas Coffee Stand Lease Agreement.....	85
7. INFORMATION ITEMS	
A. Community Listening Session in Bandon.....	97
B. DEQ 1200-Z Stormwater Test Results.....	99
C. Travelift Shelter.....	116
D. Boardwalk Repairs.....	119
E. Curry County Transient Lodging Tax Public Comment.....	125
8. COMMISSIONER COMMENTS	
9. NEXT REGULAR MEETING DATE – Wednesday January 17, 2024, at 2:00pm	
10. ADJOURNMENT	

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

Wednesday, November 15, 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:**
Sharon Hartung Secretary/Treasurer (Pos. #2); Larry Jonas (Pos. #3); Richard Heap, President (Pos. #4); Daniel Fraser (Pos. #5). Joseph Speir, Vice-President (Pos. #1) was absent.
- **Port of Brookings Harbor Management and Staff:**
Travis Webster, Port Manager; April Walker, Office Manager; and Danielle King, Safety/Administrative.
- There were no modifications, additions, or changes to the agenda.
- There were no declarations of potential conflicts of interest.

2. APPROVAL OF AGENDA – Audio time 0:01:44

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

3. APPROVAL OF MEETING MINUTES – Audio time 0:02:01

- A. Approve Minutes of Regular Commissioner Meeting Wednesday, October 18, 2023.**
- B. Approve Minutes of Special Commissioner Meeting Thursday October 26, 2023.**

A motion was made by Hartung and seconded by Jonas to approve the meeting minutes for Regular Commissioner Meeting Wednesday, October 18, 2023 and Special Commissioner Meeting Thursday October 26, 2023. The motion passed 4 – 0.

4. PUBLIC COMMENTS – Audio time 0:02:42

There were no public comments.

5. MANAGEMENT REPORTS / APPROVAL – Audio time 0:02:50

Webster reported on maintenance items Port staff completed in the RV Park, maintenance repairs made throughout the Marina, the completed Fire Marshall work orders, changes throughout gear storage, FEMA purchases and what stages have been completed so far, and an update on the Wastewater Treatment Plant. Board asked about the RV Park drive box, what the Fire Marshall has reviewed, and the dredge pipe flow. Board allowed public comment. Board asked for an update on where Pacific Seafood stands. King reviewed the Safety, Security & Environmental Report. Walker reviewed the Financial Report.

A motion was made by Fraser and seconded by Hartung to approve the Management & Financial Reports as presented. The motion passed 4 – 0.

6. PRESENTATION BY CURRY COUNTY AQUATIC SAFETY, LUKE MARTINEZ – Audio time 0:23:02

Luke Martinez Aquatic Safety Officer for Curry County gave a presentation to the Board regarding what the Aquatic Safety program offers in Curry County. The Aquatic Safety program offers outreach education and response when needed to our water lines and shorelines throughout Curry County. The program is currently funded through the Travel Curry Coast who is the destination management organization through the County, funded through T.L.T, and also funded through Travel Southern Oregon Coast, and a contract with Oregon State Marine Board, and funded through the City of Gold Beach. The Board asked about what is being advised to visitors about crossing the bar and watching boat traffic. Martinez continued presentation regarding the life jacket outreach, collaboration with the Nation Weather Service, and the programs being developed. Board gave advice on what to inform visitors about with our bar. Board allowed public comment. Board discussed life jacket safety.

7. ACTION ITEMS

- A. Resolution No. 2023-11, Removal of Crab Dock, and Ramp on North Jetty – Audio time 0:54:54**
Webster reviewed with the Board the concerns with having a crab dock on a USACE jetty. Board asked how the dock will be removed and wanted clarification on some concerns. Jonas recognizes the safety hazards and costs presented with the dock but does value the dock being there. Board allowed public comment.

A motion was made by Fraser and seconded by Hartung to approve Resolution 2023-11, to remove the crab dock and ramp from the North Jetty and authorize the Port Manager to sign the necessary form applications. The motion passed 4 – 0.

- B. Delinquent Account Write Off Request – Audio time 1:10:27**
Board allowed public comment regarding the crab dock.

Walker and Webster reviewed item with the Board. Board asked some questions regarding the boat and account.

A motion was made by Jonas and seconded by Hartung to approve delinquent account write off amount of \$6,015.99 from accounts receivable, submit the amount to Port collection agency, and proceed with litigation if necessary. The motion passed 4 – 0.

- C. EPA Wastewater Treatment Plant Phase 2 Funding – Audio time 1:18:27**
Webster informed the Board that DEQ has asked for more information. Phase 2 funding was completed and submitted to EPA for preapproval. Webster had a discussion with Pacific Seafood to discuss operations which ended with discussing financial needs regarding matching funds. Fraser had some concerns regarding the placement of the facility. Jonas had design and funding questions. Board allowed public comment.

A motion was made by Hartung and seconded by Jonas to approve Port Manager to sign and submit Phase 2 construction funding for wastewater treatment plant. The motion passed 4 – 0.

8. INFORMATION ITEMS

A. FEMA Update – Audio Time 1:48:00

Webster informed the Board that Billeter Marine has been postponed until the beginning of December. The dredge pipe has been placed around the basin, completed the walls of the sediment basin, and what equipment has been purchased.

B. Boardwalk Condition – Audio time 1:52:50

Webster informed the Board that EMC engineers had come out to look at the boardwalk. Something needs to happen to fix the boardwalk separating from the shore, Port staff will be using the telehandler to bring the boardwalk back. If that doesn't fix the boardwalk we will have to cut that section of the boardwalk off.

9. COMMISSIONER COMMENTS – Audio time 1:56:12

Commissioner Hartung mentioned that the Ports been busy with the Wastewater Treatment Plant, FEMA, pipe welding. The Port looks really good.

Commissioner Heap discussed what is being predicted for next year's salmon season.

10. NEXT REGULAR MEETING DATE – Wednesday, December 20, 2023, at 2:00 PM

11. ADJOURNMENT – Audio time 1:58:57

Having no further business, the meeting adjourned at 3:58 pm.

Richard Heap, President

Date Signed

Sharon Hartung, Secretary/Treasurer

Date Signed

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

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

Thursday, November 30, 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 special session on the above date at 10:06am. Open session at the Port Conference Room, 16350 Lower Harbor Road Suite 202, Harbor OR, 97415, teleconference and webinar.

1. CALL MEETING TO ORDER

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

- **Port of Brookings Harbor Commissioners Present:**
Joseph Speir, Vice-President (Pos. #1); Sharon Hartung Secretary/Treasurer (Pos. #2); Larry Jonas (Pos. #3); Richard Heap, President (Pos. #4); Daniel Fraser (Pos. #5).
- **Port of Brookings Harbor Management and Staff:**
Travis Webster, Port Manager; April Walker, Office Manager; Danielle King, Safety/Administrative; and James Walker, Port Counsel.
- 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 0:01:14

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

3. PUBLIC COMMENT – Audio Time 0:01:31

There were no public comments.

4. EXECUTIVE SESSION per ORS 192.660 (2)(f) and ORS 192.660 (2)(i) – Audio time 0:01:42

This executive session of the Port of Brookings Harbor Board of Directors is called pursuant to ORS 192.660 (2)(f) To consider information or records that are exempt by law from public inspection. ORS 192.660 (2)(i) To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. 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 special session at 10:56 am.

5. ACTION ITEMS

A. Bornstein Lease Amendment No. 2 – Audio Time 0:00:13

Webster reviewed item with the Board. Bornstein would like to share their dock and hoist with Fisherman's Catch. This agreement would be from December to March.

A motion was made by Speir and second by Hartung to approve Bornstein Seafood consent to sublease with Fishermen's Catch. Motion passed 5 – 0.

6. INFORMATION ITEMS

A. None – Audio Time 0:05:05

Heap let the Board know that he was invited to participate in a work group to help develop a road map on how Oregon is going to work with Federal Government on the development of offshore wind energy. He was not aware that he was asked to be the representative for the Port of Brookings Harbor, but asked the Board if they had any issues. Heap will be asking them to come down and do an assessment.

7. COMMISSIONER COMMENTS - Audio Time 0:18:21

Heap mentioned he went to a pacific fisherman’s science round table, to get the fisherman and scientist to talk to each other. Working toward a portal for reporting.

8. NEXT REGULAR MEETING DATE – Wednesday, December 20, 2023, at 2:00 PM

9. ADJOURNMENT – Audio time 0:19:41

Having no further business, the meeting adjourned at 11:15 am.

Richard Heap, President

Date Signed

Sharon Hartung, Secretary/Treasurer

Date Signed

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

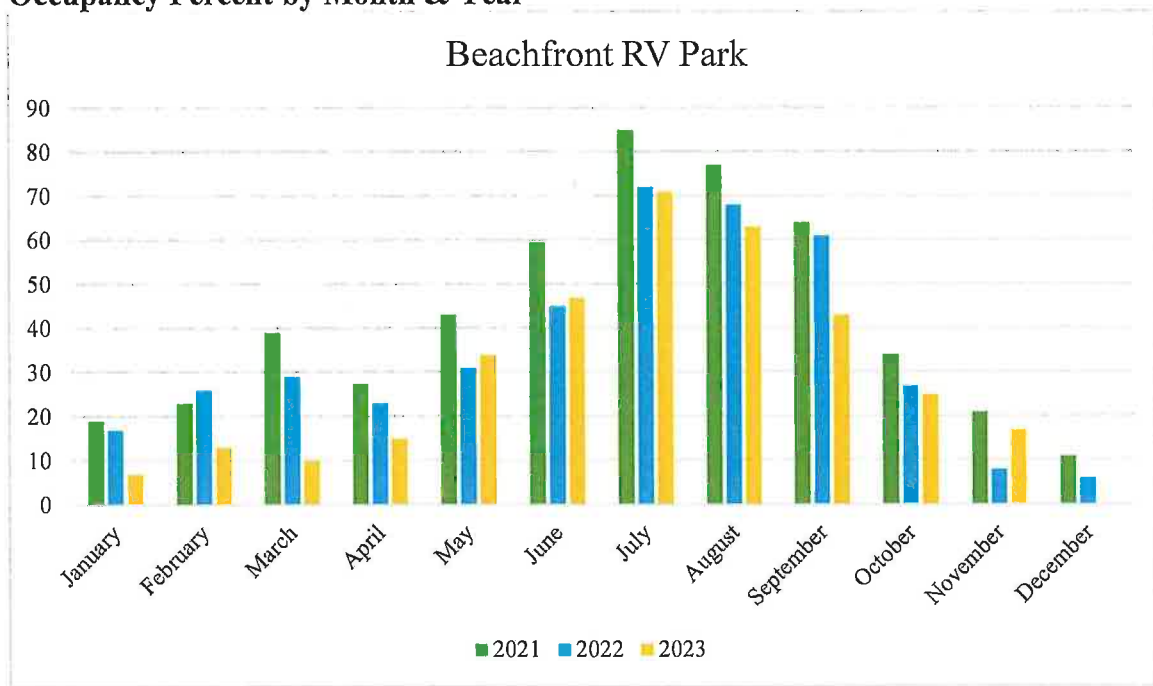
MANAGEMENT REPORT

DATE: December 20th, 2023
RE: November 2023
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

RV Park

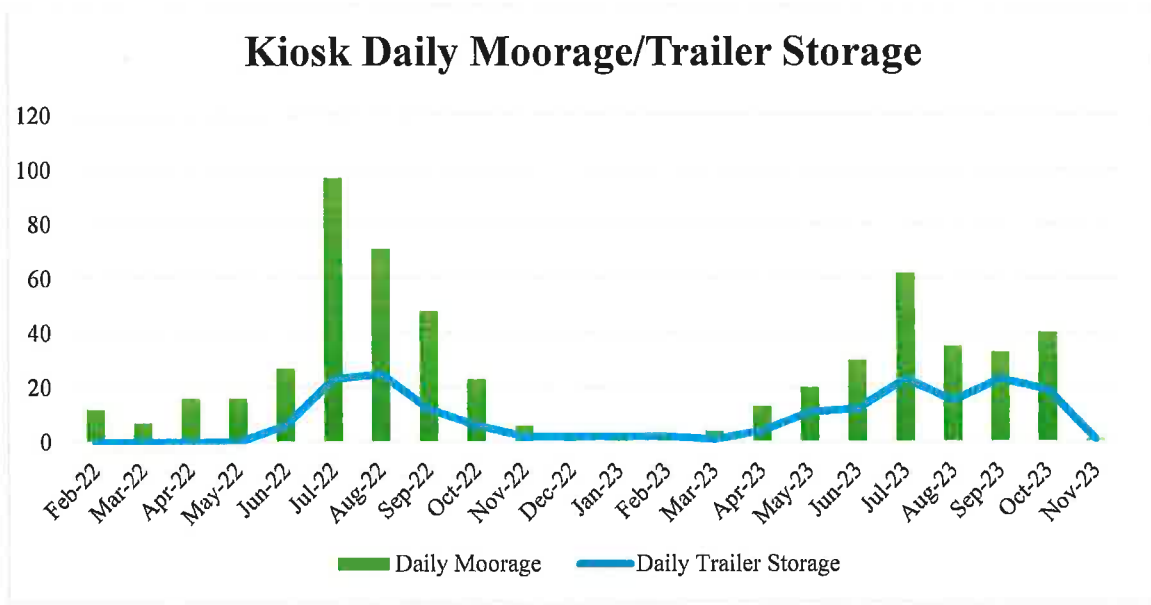
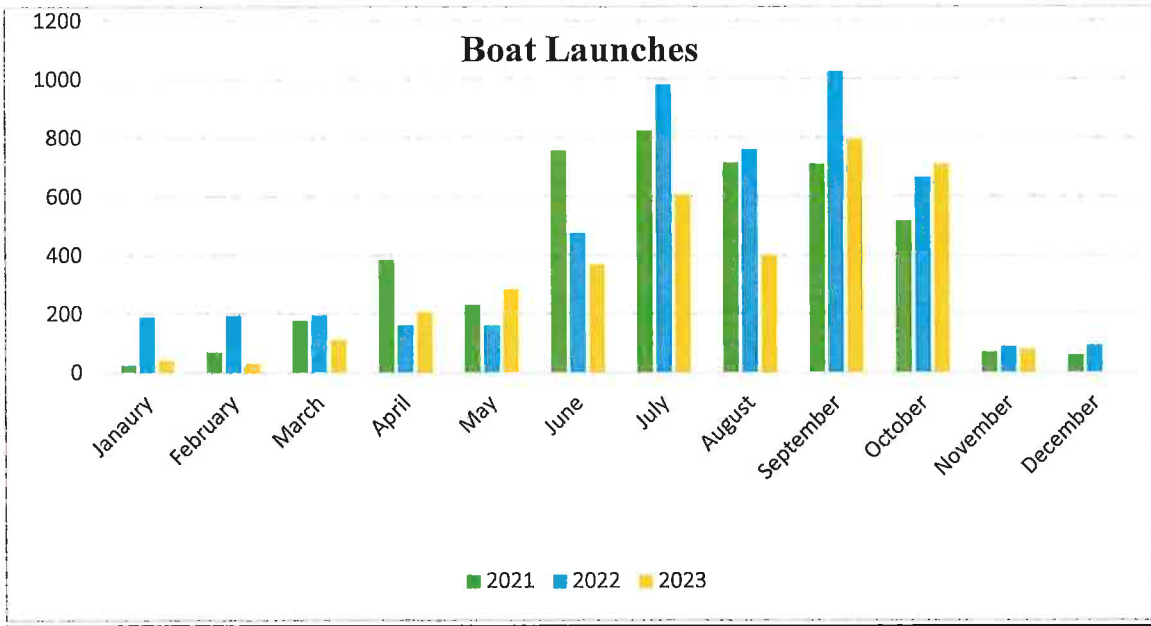
- Staff replaced the walkway up to the RV park office. The new walkway will improve access for customers and provide a better location for the self-check in area.
- Beach walkway blocks will be installed periodically throughout the winter. When the port receives weather notices impacting beaches, we will post the notice on our website. The blocks will be removed after the advisory has been lifted.

Occupancy Percent by Month & Year



Marina

- Staff conducted our third water testing for our 1200z stormwater permit. Results showed only 1 fail in the boatyard for copper. We hope that we will be able to further reduce that number when we add our oil water separator in the spring and paving hopefully sometime in late 2024.
- Travel lift maintenance was completed. All items called out in annual inspection have been replaced and documented.
- Staff made numerous trips in the workboat to remove log debris in both basins.



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	7
July	1	5	0	1	2
August	3	4	1	0	0
September	3	3	1	2	7
October	10	6	5	7	1
November	3	9	13	9	9
December	15	5	3	2	
Totals	62	57	47	53	56

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	7
July	15	14	7	8	9
August	8	4	7	5	8
September	7	6	8	4	4
October	9	8	4	11	4
November	8	5	12	6	6
December	5	1	0	7	
Totals	96	78	68	76	56

Commercial Receiving Dock

- **Public Hoist** – Operational
- **Hallmark Seafood** – Operational
- **Bornstein Seafood** – Operational
- **Pacific Seafood** – Operational
- **New Pacific Seafood Dock** – Operational- Staff continues to add steel plates to the pilings to keep them attached to the dock. We hope to have all pilings done by the start of crab season. Weather has been an issue getting to them.

Commercial Retail Building

- Gutters and drainage were checked and cleaned out around retail and shop buildings.
- Staff began work on the North end of the boardwalk. Decking and bolts were removed, and staff were able to pull it back into place. EMC will be out early December to look at what we did and give an updated opinion on moving forward.

Maintenance Crew

- Staff completed 112 work orders for the month of November 2023. See attached work orders for November.

Office Staff

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

FEMA

- Port received notice of reimbursement for pay request #2 and 3. All expenditures were approved except the erosion control work that was done by McLennan. FEMA stated that the work was not identified in the approved scope of work. When the port moved the sediment basin closer to the fuel dock, the extra work for the discharge area was not updated. We provided an explanation of why the change happened and the extra work it entailed, along with an explanation from EMC for the need. FEMA has rejected the extra work.

WWTP

- Phase 2 funding is still under review. We received a couple questions back regarding stormwater infrastructure and operating procedures we currently have. Those questions were answered and returned. We are still waiting to have further conversation with Pac Seafood regarding matching funds. I anticipate we will talk more with them after the first of the year.



Travis Webster <travis@portofbrookingsharbor.com>

Port of Brookings Harbor - DR-4432-OR PW-189 Payment Request No. 3

gary@portofbrookingsharbor.com <gary@portofbrookingsharbor.com>
To: Travis Webster <travis@portofbrookingsharbor.com>

Thu, Dec 7, 2023 at 8:58 AM

From: MACCONNELL Annette * OEM <annette.macconnell@oem.oregon.gov>
Sent: Thursday, December 7, 2023 8:56 AM
To: gary@portofbrookingsharbor.com
Subject: RE: Port of Brookings Harbor - DR-4432-OR PW-189 Payment Request No. 3

Good morning Gary,

I am the new PA Program Representative who has been assigned tasks related to DR-4432-OR and have been briefed in on the situation you are experiencing at your location. Yesterday I spoke at length with FEMA regarding covering this expense and they are adamant that it will not be covered. Their position is that this action (sediment basin construction) is permanent work and permanent work was denied due to past maintenance. FEMA states they are only going to cover the actual sediment removal under the debris management category.

While this is not the response we would like for you, the other potential option is to see if there is any type of funding through hazard mitigation and I will be reaching out to our Deputy State Hazard Mitigation Officer to see what her thoughts are on this. I will get back to you once I have a response.

If you have any questions or additional information you can provide, please let me know.

	<p>Annette MacConnell, PA Program Representative Recovery Division, Public Assistance Oregon Department of Emergency Management Office 503-934-3298 Cell 503-551-6797 annette.macconnell@oem.oregon.gov</p>
	

How was the service you received from OEM?



From: GWIN Dan * OEM <Dan.GWIN@oem.oregon.gov>
Sent: Wednesday, December 6, 2023 7:10 AM
To: MACCONNELL Annette * OEM <annette.macconnell@oem.oregon.gov>
Subject: FW: Port of Brookings Harbor - DR-4432-OR PW-189 Payment Request No. 3

WORK ORDERS LOG
Port of Brookings Harbor
November 2023

Date	Location	Description of Work	Corrective Action	Date Completed	Completed By	
11/1/23	Fuel Dock	Changed Filters	Completed	11/1/23	Brent and PP&T	1
11/1/23	Oil Dump	Picked up spent fluids	Completed	11/1/23	Brent & ThermoFluids	2
11/1/23	Fish Station	Cleaned Twice	Completed	11/1/23	Brent	3
11/2/23	Basin 1, F Dock	Installed new riser	Completed	11/2/23	Sean	4
11/2/23	Shop	Removed bracket from bed of trailer	Completed	11/2/23	Shawn	5
11/2/23	Basin 1 and 2	Completed dock walks	Completed	11/2/23	Shawn & Sean	6
11/2/23	Sani Sailor	Attended Annual Meeting	Completed	11/2/23	Brent	7
11/2/23	Fish Station	Cleaned Station	Completed	11/2/23	Brent	8
11/2/23	Fuel Dock	Completed monthly inspection	Completed	11/2/23	Brent	9
11/2/23	Main Office	Restarted server and updated Windows	Completed	11/2/23	Brent & April	10
11/3/23	Secure Storage	Found and installed lock with larger numbers	Completed	11/3/23	Brent	11
11/3/23	Fish Station	Cleaned station and hauled fish carcasses	Completed	11/3/23	Brent	12
11/4/23	Retail Center	Cleaned septic system	Completed	11/4/23	Brent	13
11/6/23	Shop	Hosed off tractor	Completed	11/6/23	Shawn	14
11/6/23	Gear Storage	Prepped drain for cover and concrete	Completed	11/6/23	Shawn & Sean	15
11/6/23	Retail Center	Cleaned gutters, removed moss plugs	Completed	11/6/23	Sean	16
11/6/23	RV Park Shed	Fixed light	Completed	11/6/23	Shawn & Sean	17
11/6/23	RV Park Office	Took out and stored A/C unit	Completed	11/6/23	Shawn & Sean	18
11/6/23	Basin 1 and 2	Completed dock walks	Completed	11/6/23	Shawn & Sean	19
11/6/23	Gear Storage	Cleaned off drain	Completed	11/6/23	Shawn & Sean	20
11/6/23	Settling Pond	Filled void with concrete	Completed	11/6/23	Shawn & Sean	21
11/7/23	Shop	Hosed off telehandler	Completed	11/7/23	Shawn	22
11/7/23	Shop	Greased tractor and telehandler	Completed	11/7/23	Shawn & Sean	23
11/7/23	Shop	Cleaned welder	Completed	11/7/23	Shawn & Sean	24
11/7/23	RV Mens Restroom	Fixed shower keypad	Completed	11/7/23	Brent	25
11/7/23	Retail Septic	Skimmed and cleaned system	Completed	11/7/23	Brent	26
11/7/23	RV Park	Finished fences (Dry camp - office)	Completed	11/7/23	Shawn & Sean	27
11/7/23	Gear Storage	Cut concrete lid for drain	Completed	11/7/23	Shawn & Sean	28
11/8/23	Gear Storage	Built form for storm drain	Completed	11/8/23	Shawn & Sean	29
11/8/23	RV Park Office	Prepped for ramp	Completed	11/8/23	Shawn & Sean	30
11/8/23	EQ 4605	Installed all parts called for in annual inspection	Completed	11/8/23	Brent & Rory	31
11/9/23	Sani Sailor	Completed monthly inspection	Completed	11/9/23	Brent	32
11/9/23	Sewer Systems	Completed monthly inspection	Completed	11/9/23	Brent	33
11/9/23	Fish Station	Cleaned station	Completed	11/9/23	Brent	34
11/9/23	Basin 2 Mens' Shower	Cleaned coin acceptor and fixed shower	Completed	11/9/23	Brent	35
11/9/23	Basin 1 and 2	Removed debris from basin	Completed	11/9/23	Shawn & Sean	36
11/9/23	Retail Center	Installed new clasp on Marine Corps lanyard	Completed	11/9/23	Sean	37
11/9/23	RV Office	Removed concrete and installed gravel base	Completed	11/9/23	Shawn - Sean - Travis	38
11/9/23	Gear Storage	Put in gravel base for storm drain	Completed	11/9/23	Shawn - Sean - Travis	39
11/9/23	Basin 1, A-2	Fixed water leak	Completed	11/9/23	Shawn - Sean - Brent	40
11/9/23	Retail Septic	Located pipes entering system and down spouts	Completed	11/9/23	Brent & Roto Rooter	41
11/12/23	Retail septic	Pulled #2 pump and cleared 12x12 washcloth	Completed	11/12/23	Brent & Marian	42
11/13/23	Launch Ramp	Cleared blocked sewer and coordinated with Harbor San to clear their lateral line	Completed	11/13/23	Brent & Marian	43
11/13/23	Boat Yard	Greased Travel Lift rope - wrapped fittings	Completed	11/13/23	Shawn & Sean	44
11/13/23	Basin 1 & 2	Removed debris from basins	Completed	11/13/23	Shawn & Sean	45
11/14/23	Basin 2	Completed dock walks	Completed	11/14/23	Shawn & Sean	46
11/14/23	Basin 2, Boat Yard	Hauled out and set down Linda Jean	Completed	11/14/23	Shawn - Sean - Travis - Brent	47
11/14/23	Basin 1 - C CA	Installed new riser/broken spigot	Completed	11/14/23	Sean	48
11/14/23	Shop	Made delineator blocks	Completed	11/14/23	Shawn - Sean	49
11/14/23	Commercial Parking	Reinstalled signs	Completed	11/14/23	Shawn - Sean	50
11/15/23	Launch Ramp	Repaired main water line Sani Sailor	Completed	11/15/23	Brent	51
11/15/23	Basin 2	Hauled out tree from basin	Completed	11/15/23	Shawn - Sean	52
11/15/23	Work dock	Cleaned up debris	Completed	11/15/23	Shawn - Sean	53
11/15/23	Retail Septic System	In alarm - pulled and cleared #2 twice and #1 once	Completed	11/15/23	Brent, Shawn & Sean	54
11/15/23	Hungry Clam	Replaced light bulb outside, front corner	Completed	11/15/23	Brent	55
11/16/23	Port Maintenance Shop	Replaced power strip at break area	Completed	11/16/23	Shawn	56
11/16/23	Gear Storage, N-O-P-Q Ramp, RV Office	Prepped for concrete	Completed	11/16/23	Shawn - Sean - Travis - Brent - Gary	57
11/16/23	Gear Storage, N-O-P-Q Ramp, RV Office	Poured concrete	Completed	11/16/23	Shawn - Sean - Brent - Travis	58
11/16/23	Port Maintenance Shop	Replaced power strip in tool storage	Completed	11/16/23	Shawn	59
11/17/23	Shack	Installed electric shutoff sign	Completed	11/17/23	Marian	60
11/17/23	Basin 2 Electrical Shacks (Commercial Side)	Installed (2) electric shutoff signs	Completed	11/17/23	Marian	61
11/17/23	RV Office	Prepped and finished entryway	Completed	11/17/23	Shawn & Sean	62

11/17/23	Port	Stripped forms from (5) concrete doors	Completed	11/17/23	Shawn & Sean	63
11/17/23	Boat Yard	Moved debris to dump	Completed	11/17/23	Brent	64
11/17/23	Credit Card Machines	Helped complete PCI Compliance Audit	Completed	11/17/23	Brent	65
11/17/23	Fish Station	Cleaned station, dumped fish carcasses	Completed	11/17/23	Brent	66
11/17/23	Hungry Clam	Replaced exterior light	Completed	11/17/23	Brent	67
11/20/23	Basin 1 & 2	Cleaned up debris	Completed	11/20/23	Shawn & Sean	68
11/20/23	Basin 1 & 2	Completed dock walks	Completed	11/20/23	Shawn & Sean	69
11/20/23	RV Office	Did caulk prep for paint - window tint	Completed	11/20/23	Shawn & Sean	70
11/20/23	"Saint"	Pumped out vessel	Completed	11/20/23	Shawn - Sean - Brent - Travis - Gary	71
11/20/23	RV Mens' Restroom	Changed batteries sink, soap dispenser, urinal	Completed	11/20/23	Brent & Marian	72
11/20/23	RV Park Bathrooms	Deep cleaned both bathrooms: walls, stalls and sho	Completed	11/20/23	Raplh	73
11/21/23	RV Park	Added propane tank sign near dumpster	Completed	11/21/23	Marian	74
11/21/23	Retail	Replaced exterior light at Kathy's Corner	Completed	11/21/23	Brent	75
11/21/23	RV Main Road	Filled potholes	Completed	11/21/23	Brent & Marian	76
11/21/23	Boat Yard	Greased travel lift	Completed	11/21/23	Shawn & Sean	77
11/21/23	Gear Storage	Set blocks	Completed	11/21/23	Shawn & Sean	78
11/21/23	Boat Yard	Completed haul in	Completed	11/21/23	Shawn & Sean	79
11/21/23	Basin 1 & 2	Removed debris from basins	Completed	11/21/23	Shawn & Sean	80
11/22/23	Hungry Clam	Replaced street lights out front	Completed	11/22/23	Brent & CCEC	81
11/22/23	Fish Market	Epoxyed retainers on loose septic lid	Completed	11/22/23	Brent	82
11/22/23	Retail Septic	Cleared both pumps	Completed	11/22/23	Brent & Marian	83
11/22/23	RV Office	Finished painting office	Completed	11/22/23	Shawn & Sean	84
11/24/34	side	Replaced handle set with new locks	Completed	11/24/34	Brent	85
11/27/23	RV Park, Site 49	Replaced missing picket from back fence	Completed	11/27/23	Marian	86
11/27/23	Boat Yard	Completed haul out	Completed	11/27/23	Shawn & Sean	87
11/27/23	Transient Dock	Helped kids from tour get on and off boat	Completed	11/27/23	Shawn & Sean	88
11/27/23	RV Office	Re-caulked	Completed	11/27/23	Shawn	89
11/27/23	Catalyst	Filled pothole	Completed	11/27/23	Shawn & Sean	90
11/28/23	RV Park	Mowed and weedeated	Completed	11/28/23	Marian	91
11/28/23	Steel Wall	Completed crane job for Little Joe	Completed	11/28/23	Shawn & Travis	92
11/28/23	EQ 4605 (Travel Lift)	Re-secured sling to strap	Completed	11/28/23	Brent	93
11/28/23	RV #27	Replaced top half of electrical pedestal	Completed	11/28/23	Brent	94
11/28/23	Blue Fin Realty	Re-programmed remote for HVAC	Completed	11/28/23	Brent	95
11/28/23	Boat Yard	Completed haul in	Completed	11/28/23	Shawn & Sean	96
11/28/23	Boat Yard	Completed haul in	Completed	11/28/23	Shawn & Sean	97
11/28/23	Boardwalk	Fixed boardwalk	Completed	11/28/23	Shawn - Sean - Travis - Gary	98
11/29/23	RV WiFi Power	Reconfigured power supply per Fire Marshal requ	Completed	11/29/23	Brent	99
11/29/23	Fish station	Cleaned station	Completed	11/29/23	Brent	100
11/29/23	RV Showers	Covered low wattage wires for coin acceptors, per Fire Marshal	Completed	11/29/23	Brent	101
11/29/23	Steel Wall	Greased hoists	Completed	11/29/23	Shawn & Sean	102
11/29/23	RV Park	Moved pallet of firewood to shed	Completed	11/29/23	Brent	103
11/29/23	Steel Wall	Completed crane job	Completed	11/29/23	Shawn & Travis	104
11/29/23	Boardwalk	Fixed boardwalk	Completed	11/29/23	Shawn - Sean - Travis - Gary	105
11/29/23	Boat Yard	Completed haul out	Completed	11/29/23	Shawn & Sean	106
11/30/23	RV Park	Placed seawall blocks to close access gaps	Completed	11/30/23	Travis & Brent	107
11/30/23	Retail Mens' Bathroom	Sandbagged retail bathroom	Completed	11/30/23	Brent	108
11/30/23	Fish Station	Cleaned station	Completed	11/30/23	Brent	109
11/30/23	Fish Station	Dumped fish carcasses	Completed	11/30/23	Brent	110
11/30/23	Boardwalk	Dumped boardwalk demo debris	Completed	11/30/23	Brent	111
11/30/23	Basin 1 and 2	Completed dock walks	Completed	11/30/23	Shawn & Sean	112
11/30/23	Basin 2, O 20/22	Fixed finger			TOTAL	112



Brooking Harbor Ventek RCS

Monthly Transactions Summary Report

Date: November 01, 2023 to November 30, 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
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Date: 2023 / November

1	VS_All Pay		80	195.00	180.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00
	1	Boat Launch		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.00
	2	Daily Moorage	1	0.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00
	4	Trailer Storage	1	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	455.00
		Subtotal	82	195.00	235.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	455.00
		Total Sales	82	195.00	235.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	455.00

Grand Totals

			82	195.00	235.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	455.00
		Total Sales	82	195.00	235.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	455.00

**November Occupancy
Beachfront RV Park**

Date	Total Units	Occupied Units	Unoccupied Units	Occupancy
11/01/2023	127	12	115	9%
11/02/2023	127	18	109	14%
11/03/2023	127	23	104	18%
11/04/2023	127	20	107	16%
11/05/2023	127	20	107	16%
11/06/2023	127	17	110	13%
11/07/2023	127	17	110	13%
11/08/2023	127	16	111	13%
11/09/2023	127	18	109	14%
11/10/2023	127	26	101	20%
11/11/2023	127	20	107	16%
11/12/2023	127	14	113	11%
11/13/2023	127	9	118	7%
11/14/2023	127	11	116	9%
11/15/2023	127	11	116	9%
11/16/2023	127	22	105	17%
11/17/2023	127	18	109	14%
11/18/2023	127	23	104	18%
11/19/2023	127	23	104	18%
11/20/2023	127	17	110	13%
11/21/2023	127	23	104	18%
11/22/2023	127	40	87	31%
11/23/2023	127	43	84	34%
11/24/2023	127	54	73	43%
11/25/2023	127	53	74	42%
11/26/2023	127	27	100	21%
11/27/2023	127	18	109	14%
11/28/2023	127	19	108	15%
11/29/2023	127	14	113	11%
11/30/2023	127	11	116	9%
	3810	657		

November Occupancy	17%
Total	

Six Month Occupancy Forecast

December	4%
January	1%
February	2%
March	1%
April	1%
May	1%

April's Tasks Completed

November 2023

- November 1** - Sent Lease Amendment for Bornstein Seafood's additional term to County Assessor's Office.
- Updated SAM registration to "all awards" to receive payment for fire crew's land use at Port.
- Registered for Local Budget Law Training (Dept. of Revenue) that takes place in December.
- November 2** - Had Zoom interview with potential new Park Host for February 1st through July 31st, 2024
- Sent Demand for Payment notice to Christopher Walko, FV "American Maid"
- November 3** Completed Pre-Seizure Notice for Naphtali Daniels, FV "Linda Jean" for non-pay / abandonment.
- November 6** - Paid 2023 USDA Revenue Bond Payment in the amount of \$130,120.00
- Prepared Action Item for Board Review; Write Off Request, Christopher Walko "American Maid"
- November 7** Offered Volunteer Park Host position to applicant Christopher Fox, sent agreement for signature.
Term will run February 1, 2024 – July 31, 2024, alternating shifts with current Park Host (Steve).
- November 8** - Received notice of Grant Approval (MAG) funding in the amount of \$9,119.69 - funds enroute.
- Received payment approval from USDA for Smith River Fire Crew \$11,569.00 - funds enroute.
- November 9** - Worked with Financial Consultant (Gerry) this week on several questions he had in preparing our
Financial Statements for Connie Huntsman, CPA and the upcoming Audit.
- Reconciled Umpqua and LGIP bank accounts through October 2023.
- November 13** - Processed Payroll, including SEP / IRA Contributions and payroll taxes.
- Submitted payroll reports to SAIF (worker's comp insurance provider)
- November 14** - Completed Post-Seizure Notice for Naphtali Daniels, FV "Linda Jean" for non-pay / abandonment.
- Submitted "Update Packet" to SDAO for Property / Casualty Insurance, policy start date Jan 1, 24.
- November 15** - Attended Regular Commission Meeting.
- November 17** - Submitted PCI Compliance Updates (credit/debit card processing systems), update valid for 1 year.
- November 27** - Processed Payroll, including SEP / IRA Contributions and payroll taxes.
- November 30** Created 34 Commercial Lease Invoices for December

Danielle's Tasks Completed

Date: November

- November 2** - Monthly inspections were completed as required by our Stormwater Pollution Control Plan (SWPCP).
- Travis and I collected Stormwater testing for 1200Z Permit. Took to Grants Pass Water Lab
- November 3** Submitted Discharge Monitoring Report to DEQ for dates July 1, 2023 – September 30, 2023
- November 6** Safety meeting to maintenance staff regarding storm and dock safety.
- November 7** Put together Regular Commissioner meeting packet
- November 8** Attended office staff meeting
- Nov 13 - 15** Started to look into the Travel Lodging Tax funds through the County
- November 15** Attend Regular Commissioner Meeting
- November 18** Read up on DEQ 1200 Z stormwater requirements
- November 20** Create gift bags for Kids Tour
- November 25** - Assisted with the Kids Tour
- Put Special Commissioner Meeting Packet together
- November 27** Received water results, went through results
- November 30** Attended Special Commissioner Meeting

NOTES:

Office was closed November 11 to observe Labor Day.
Office was closed November 23 & 24 to observe Thanksgiving Day.
Covered RV Park Office every other Sunday

Denise's Tasks Completed

Date: November

Daily	Processed fuel tickets, updated fuel dock sales spreadsheet, monitored transient dock
Daily	Processed Purchase Orders, Bills, Vendor Invoices, RV Park Reconciliation and Deposit
November 1 - 31	Handled storage inquiries and filled vacant trailer/boat storage spaces
November 8	Entered all October Kiosk credit card payments into Quickbooks
November 16, 2023	Entered security patrol minutes into log
November 20, 2023	Invoiced for 16 boat/trailer storage units and 22 gear storage units
November 4, 7, 18, 21	Worked at RV Park
November 30	Assessed Finance Charges, ran and sent monthly statements and processed collections notices

NOTES:

Recurring:

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

Lisa's Tasks Completed

Date: November

November 1-31 Processed **Twenty-four (24)** Moorage Renewals and Invoices for November 2023.

November 1 Posted for mailing – January 2024 Moorage Renewals dated January 1 – 12, 2024.

November 13 Scheduled Vessel Inspection for SV: Distant Star – DO592345 – B2, O-17 – Herschel Weeks –
For: 10 am, Tuesday, November 21, 2023.

November 15 Posted for mailing – January 2024 Moorage Renewals dated January 16 – 31, 2024.

November 30 Scheduled Vessel Inspection for SV: Rhumba – OR001ABT – B2, I-15 – Michael Maas –
For: 1:30 pm, Wednesday, December 6, 2023

NOTES:

Recurring:

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

For November 2023:

Disposed:

- No boats were disposed of in November 2023.

Completed Vessel Inspection:

- Distant Star – DO592345 (Herschel Weeks) (B2, O17) – **Renewal: 11/22/23**
Inspection completed on 11/21/2023. Passed Vessel Inspection.

Ongoing Inspections:

- Rhumba (Michael Maas) (B2, I-15) – **Renewal: 9/01/23**
 - Michael canceled 2 scheduled vessel inspections in the Month of March.
 - On 9/21/23, Vessel Inspection was scheduled for 10/31/2023.
 - On 10/09/23, Michael called to cancel the Inspection for 10/31/2023.
 - On 11/30/23, scheduled vessel inspection for 1:30 pm on Wednesday, December 13, 2023.

Currently Scheduling Upcoming Inspections for:

- Shar-Mar (Myrna Underwood-Scott) (B1, M18) – **Renewal: 2/17/24**
 - Spoke with Myrna regarding scheduling vessel inspection in October 2023.
- OR954ABG (Dustin Shermer) (B2, E17) – **Renewal: 1/18/24**
 - Inspection to be scheduled in December 2023 (weekend).

Gary's Tasks Completed

November 2023

Planning, updating and tracking all costs involved with FEMA (PW-189 Dredging and PW-190 Administration), EPA (WWTP) and HMGP (Stormwater & Paving Improvements).

Reviewing and following progress on WWTP Phase 2 funding and Natural Hazard Mitigation Plan update and approval process with FEMA/OEM.

Assist with Port project planning, Port documents, inspections of facilities and any necessary repairs.

NOTES:

SAFETY, SECURITY, AND ENVIRONMENTAL REPORT

DATE: December 20, 2023
RE: November 2023
TO: Travis Webster, Port Manager
ISSUED BY: Danielle King, Safety, Security & Environmental Coordinator

SAFETY

- Port maintenance discussed storm and dock safety.

INCIDENTS

POBH recorded (5) incidents for the month of November bringing the year total to (49).

Incidents included:

- At the end of October, we were made aware there was some vandalism to another moorage holders' vessel from a neighboring moorage holder, who admitted they did it. Victim has contacted sheriffs regarding incident. Offender was talked to about incident.
- Moorage holder found a blanket on their vessel. After looking at security footage, transient gets onto vessel, sleeps, then gets off vessel and walks towards Hallmark.
- Two individuals were on the Shar-Mar again. Sheriff was called. Moorage holder requested for the two individuals to be trespassed and no one is allowed on vessel.
- Received call from patron regarding a vessel looking heavy. Port staff did a vessel check and found water in the vessel. Port staff were able to pump water out of vessel with no further issues.
- Individual drove forward and over dredging pipe. Individual called a friend who was able to pull them off the bank.

SECURITY

Four Aces Security Solutions and POBH recorded (18) security issues for the month of November bringing the year total to (392). Issues included:

- (6) Overnight parking tickets.
- (1) Parking violations throughout Port
- (5) No Camping
- (3) Unauthorized Visitors
- (3) Unhitched Trailers

ENVIRONMENTAL / DEQ 1200-Z INDUSTRIAL STORMWATER

- Monthly inspections were completed as required by our Stormwater Pollution Control Plan (SWPCP).
- Stormwater testing was completed during the recent storms. This was the third of four required tests this year.
- Submitted Discharging Report for dates July 1, 2023 – September 30, 2023

FINANCIAL SUMMARY

DATE: December 20, 2023
RE: Month End Report for November 2023
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: April Walker, Office Manager

November 2023 Financial Report – Overview

Balance Sheet

- Unrestricted Cash and Equivalents totaled \$377,915
- Restricted Cash and Equivalents totaled \$284,691
- Total Checking/Savings (cash) at \$662,606

November Profit & Loss

- Total revenue for all funds was \$453,421
- Total expense was \$459,780
- The net income for November was (\$6,359)

November Program Revenues		November Program Expenditures		Net
Beachfront RV Park	\$23,739	\$20,492		\$3,247
Commercial / Retail	\$54,819	(\$5,778)		\$60,597
Fuel Dock	\$16,925	\$55,173		(\$38,248)
Grants	\$9,119	\$0		\$9,119
Marina	\$49,515	\$51,006		(\$1,491)
Total General Fund	\$154,117	\$120,893		\$33,224

Budget Performance FY 2023-2024

- Total income for all funds is 19.7%, with general fund revenues at 38.1%
- Total expenditure for all funds is 20.3%, with general fund expenditure at 37.1%

Notes for November Financial Report

- Received \$9,119 from OSMB for Maintenance Assistance Grant.
- Received \$11,569 from USDA for Smith River Fire Complex use of RV Park.
- Paid annual USDA Revenue Bond in the amount of \$130,120.
- CPA, Connie Huntsman requested that the Port file an Audit Extension Request due to her not being able to prepare our FY 22-23 Audit by the deadline of December 31.
 - Extension was approved with expected Audit completion date of March 31, 2024.
- Expenditures include spending on Dredging (FEMA), Wastewater Treatment Plant (EPA) and Hazard Mitigation (HMGP).

Outstanding Reimbursements are as follows:

	Project Name	Total Amount Submitted	Federal Share Amount	Other Share Amount	Amount Received	Amount Outstanding
FEMA	Dredging	\$1,191,085.95	\$896,050.34	\$295,035.61	\$798,395.03	\$392,690.92
EPA	WWTP	\$190,211.20	\$152,168.96	\$38,042.24	\$135,959.76	\$54,251.44
HMGP		-	-	-	-	-
Business OR - FEMA	Dredging	\$39,744.00	-	-	\$39,744.00	-
Totals		\$1,421,041.15	\$1,048,219.30	\$333,077.85	\$974,098.79	\$446,942.36

Attachments

- Port Balance Sheet as of November 30, 2023, 2 pages
- Profit & Loss November 2023, 3 pages
- Profit & Loss General Fund November 2023, 2 pages
- Profit & Loss Budget Performance, FY July 1, 2023 through June 30, 2024, 4 pages
- November 2023 Check Register, 4 pages
- November 2023 ACH and Debit Card Payments, 3 pages
- Purchases by Vendor Summary November 2023, 2 pages

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

	Nov 30, 23
ASSETS	
Current Assets	
Checking/Savings	
100 · UNRESTRICTED CASH & EQUIVALENTS	
101 · GENERAL FUND CHECKING & LGIP	
10103 · General Funds Ckg Umpqua 3634	124,776.27
10106 · General Fund LGIP 6017	200,564.06
10107 · Dredging LGIP 6254	50,470.84
Total 101 · GENERAL FUND CHECKING & LGIP	375,811.17
10101 · Petty Cash	394.00
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	377,915.17
110 · RESTRICTED CASH & EQUIVALENTS	
104 · RESTRICTED MONEY MKT & CHECKING	
20104 · USDA BOND Umpqua MM 9529	2,521.68
30104 · Debt Service Umpqua MM 8627	2,507.43
40104 · Capital Projects Umpqua 8018	2,691.84
Total 104 · RESTRICTED MONEY MKT & CHECKING	7,720.95
105 · RESTRICTED LGIP	
20105 · USDA Bond Fund LGIP 6021	28,686.11
30105 · IFA Debt Service Fund LGIP 6020	81,669.83
50105 · Reserve Fund LGIP 6018	138,654.74
70105 · Capital Projects LGIP 6273	
70105.2 · Port Construction Fund	217,128.94
70105 · Capital Projects LGIP 6273 - Other	-189,169.17
Total 70105 · Capital Projects LGIP 6273	27,959.77
Total 105 · RESTRICTED LGIP	276,970.45
Total 110 · RESTRICTED CASH & EQUIVALENTS	284,691.40
Total Checking/Savings	662,606.57
Accounts Receivable	
120 · ACCOUNTS RECEIVABLE	-34,577.81
Total Accounts Receivable	-34,577.81
Other Current Assets	
130 · DUE FROM TRANSFERS	
40130 · Due From Capital Projects	298,016.74
Total 130 · DUE FROM TRANSFERS	298,016.74
150 · Undeposited Funds	1,327.36
Total Other Current Assets	299,344.10
Total Current Assets	927,372.86
TOTAL ASSETS	927,372.86
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
100222 · Payroll Liabilities	

Port of Brookings Harbor Balance Sheet

Cash Basis

	Nov 30, 23
10222 · HealthCare Premium - Dependent	-1,091.46
Total 100222 · Payroll Liabilities	-1,091.46
10226 · Lodging Tax Payable	9,245.91
230 · DUE TO TRANSFERS	
40230 · Due To General Fund from CP	298,016.74
Total 230 · DUE TO TRANSFERS	298,016.74
Total Other Current Liabilities	306,171.19
Total Current Liabilities	306,171.19
Total Liabilities	306,171.19
Equity	
300 · Fund Balance	
301 · Unappropriated Balance	
10301 · General Fund Unappropriated Bal	532,465.33
20301 · Revenue Bond Unappropriate Bal	102,351.92
30301 · Debt Service Unappropriated Bal	22,758.51
40301 · Capital Project Unappropriated	40,430.77
50301 · Reserve Fund Unappropriated Bal	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
3900 · RETAINED EARNINGS	982,045.53
Net Income	-360,843.86
Total Equity	621,201.67
TOTAL LIABILITIES & EQUITY	927,372.86

Port of Brookings Harbor
Profit & Loss
 November 2023

	Nov 23
Income	
400 · REVENUES	
401 · GENERAL FUND REVENUES	
10412 · Property Tax Current	250,483.22
10413 · Property Tax Prior	1,878.60
10414 · Interest General Fund	891.01
10418 · Miscellaneous	0.40
10420 · Grants & Other Funding - GF	9,119.69
	262,372.92
Total 401 · GENERAL FUND REVENUES	
402 · GENERAL FUND PROGRAM REVENUES	
10421 · MARINA	
10421.2 · MOORAGE	
10421.3 · Commercial Slip Rent	12,571.44
10421.4 · Recreational Slip Rent	16,224.37
10421.5 · Transient	1,741.50
10421.6 · Other Moorage	749.00
10421.2 · MOORAGE - Other	15.00
	31,301.31
Total 10421.2 · MOORAGE	
10422 · Boat Launch	915.00
10423 · STORAGE	
10423.1 · Gear Storage	2,811.50
10423.2 · Boat Storage	2,280.00
	5,091.50
Total 10423 · STORAGE	
10424 · ADMINISTRATIVE FEES	1,323.01
10425 · MARINE SERVICES	
10425.1 · Travelift	4,179.33
10425.2 · 12 K Telehandler	441.00
10425.3 · Other Sales & Fees	7,269.74
10425.4 · Public Hoist	37.00
	11,927.07
Total 10425 · MARINE SERVICES	
Total 10421 · MARINA	50,557.89
10427 · BEACHFRONT RV PARK	
10427.1 · Space Rental	21,540.85
10427.2 · Other Sales & Fees	2,198.00
	23,738.85
Total 10427 · BEACHFRONT RV PARK	
10428 · COMMERCIAL RETAIL	
10428.1 · Retail Property	37,267.39
10428.2 · Docks	14,029.66
10428.3 · CPI and Other Fees	3,182.74
	54,479.79
Total 10428 · COMMERCIAL RETAIL	
10429 · FUEL DOCK	16,220.34
	144,996.87
Total 402 · GENERAL FUND PROGRAM REVENUES	
420 · USDA REVENUE BOND FUND	
20414 · Interest Revenue Bond Fund	105.77
20419 · Transfer to USDA Bond Fund	10,843.00
	10,948.77
Total 420 · USDA REVENUE BOND FUND	
430 · DEBT SERVICE FUND REVENUE	
30414 · Interest Debt Service Fund	306.10
30419 · Transfer to Debt Service Fund	27,299.71
	27,605.81
Total 430 · DEBT SERVICE FUND REVENUE	

Port of Brookings Harbor
Profit & Loss
 November 2023

	Nov 23
450 · RESERVE FUND REVENUE	
50414 · Interest Reserve Fund	565.30
50419 · Transfer to Reserve Fund	2,000.00
Total 450 · RESERVE FUND REVENUE	2,565.30
460 · DEBT SERV. RV PARK IMPROV. FUND	
60419 · Transfer OR FFC 2020 Debt Serv.	4,809.87
Total 460 · DEBT SERV. RV PARK IMPROV. FUND	4,809.87
470 · PORT CONSTRUCTION FUND REVENUE	
70414 · Interest Port Construction Fund	121.79
Total 470 · PORT CONSTRUCTION FUND REVENUE	121.79
Total 400 · REVENUES	453,421.33
Total Income	453,421.33
Gross Profit	453,421.33
Expense	
600 · GENERAL FUND EXPENDITURES	
10900 · Operating Transfers Out General	44,952.58
500 · PERSONNEL SERVICES	
10502 · Office Staff	27,017.66
10504 · Operations Staff	11,944.57
10506 · Overtime	393.47
10508 · Payroll Taxes/Costs/Benefits	
10508.1 · Paid Holidays	4,947.00
10508.2 · Sick Leave Benefit	53.61
10508.3 · Vacation	1,170.27
10508.4 · Payroll Taxes	4,535.86
10508.5 · SEP Retirement	6,835.03
10508 · Payroll Taxes/Costs/Benefits - Other	0.01
Total 10508 · Payroll Taxes/Costs/Benefits	17,541.78
10510 · Health Care and Dental	9,636.96
10512 · Workers Compensation	953.96
Total 500 · PERSONNEL SERVICES	67,488.40
601 · GENERAL FUND Material & Service	
10601 · ADVERTISING & NOTIFICATIONS	492.57
10602 · REPAIRS & MAINTENANCE	
10602.1 · Equip. Repair/Maintenance	10,788.34
10602.2 · Supplies	6,512.05
10602.3 · Services	3,988.00
Total 10602 · REPAIRS & MAINTENANCE	21,288.39
10603 · FUEL purchased for resale	45,179.81
10605 · UTILITIES	
10605.1 · Electric	7,929.11
10605.3 · Sanitary	4,634.16
10605.5 · Telecommunications	1,334.99
10605.6 · Waste Removal	6,533.67
10605.7 · Water	2,614.97
Total 10605 · UTILITIES	23,046.90
10606 · OFFICE EXPENSE	2,337.52
10607 · BANK SERVICE & FINANCE FEES	3,376.64
10608 · TRAINING & TRAVEL	371.25
10609 · PERMITS, LICENSES, TAXES & MISC	-8,917.71
10610 · INSURANCE; PROP & CAS, BOND	11,681.75

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

	Nov 23
10611 · PROFESSIONAL FEES	
10611.2 · Attorney	3,894.00
10611.3 · Engineering	210.00
10611.4 · Other Support/Consultant	719.06
Total 10611 · PROFESSIONAL FEES	4,823.06
Total 601 · GENERAL FUND Material & Service	103,680.18
Total 600 · GENERAL FUND EXPENDITURES	216,121.16
620 · USDA REVENUE BOND EXPENDITURES	
20801P · USDA Revenue Bond Principal	83,889.88
20810I · USDA Revenue Bond Interest	46,230.12
Total 620 · USDA REVENUE BOND EXPENDITURES	130,120.00
630 · DEBT SERVICE FUND EXPENDITURES	
801 · Principal	
30804P · 2018 Genie Forklift Principal	1,348.71
Total 801 · Principal	1,348.71
810 · Interest Payments	
30814I · 2018 Genie Forklift Interest	116.00
Total 810 · Interest Payments	116.00
Total 630 · DEBT SERVICE FUND EXPENDITURES	1,464.71
640 · CAPT. PROJ. EXPENDITURES	
740 · CAPT. PROJ. CAPITAL OUTLAY	
40702 · Land Improvement - Capt Proj	
40702.4 · FEMA- Dredging PW 189	63,564.58
40702.6 · EPA- Wastewater Treatment Plant	20,261.50
40702.7 · Hazard Mitigation-Paving/Drains	1,687.50
40702.8 · Business Oregon- Dredging	21,750.71
Total 40702 · Land Improvement - Capt Proj	107,264.29
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	107,264.29
Total 640 · CAPT. PROJ. EXPENDITURES	107,264.29
660 · DEBT SERV. RV PARK EXPENDITURES	
60806P · RV Park Improv. Loan Principal	3,411.15
60815I · RV Park Improv. Loan Interest	1,398.72
Total 660 · DEBT SERV. RV PARK EXPENDITURES	4,809.87
Total Expense	459,780.03
Net Income	-6,358.70

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

5:03 PM
12/08/23
Cash Basis

	BEACHFRONT RV P... (GENERAL FUND)	COMMERCIAL RET... (GENERAL FUND)	FUEL DOCK (GENERAL FUND)	GRANTS (GENERAL FUND)	MARINA (GENERAL FUND)	Total GENERAL FU...	TOTAL
Income							
400 · REVENUES							
401 · GENERAL FUND REVENUES							
10418 · Miscellaneous	0.00	0.00	0.00	0.00	0.40	0.40	0.40
10420 · Grants & Other Funding - GF	0.00	0.00	0.00	9,119.69	0.00	9,119.69	9,119.69
Total 401 · GENERAL FUND REVENUES	0.00	0.00	0.00	9,119.69	0.40	9,120.09	9,120.09
402 · GENERAL FUND PROGRAM REVENUES							
10421 · MARINA							
10421.2 · MOORAGE							
10421.3 · Commercial Slip Rent	0.00	0.00	0.00	0.00	12,571.44	12,571.44	12,571.44
10421.4 · Recreational Slip Rent	0.00	0.00	0.00	0.00	16,224.37	16,224.37	16,224.37
10421.5 · Transient	0.00	0.00	704.25	0.00	1,037.25	1,741.50	1,741.50
10421.6 · Other Moorage	0.00	0.00	0.00	0.00	749.00	749.00	749.00
10421.2 · MOORAGE - Other	0.00	0.00	0.00	0.00	15.00	15.00	15.00
Total 10421.2 · MOORAGE	0.00	0.00	704.25	0.00	30,597.06	31,301.31	31,301.31
10422 · Boat Launch	0.00	0.00	0.00	0.00	915.00	915.00	915.00
10423 · STORAGE							
10423.1 · Gear Storage	0.00	0.00	0.00	0.00	2,811.50	2,811.50	2,811.50
10423.2 · Boat Storage	0.00	0.00	0.00	0.00	2,280.00	2,280.00	2,280.00
Total 10423 · STORAGE	0.00	0.00	0.00	0.00	5,091.50	5,091.50	5,091.50
10424 · ADMINISTRATIVE FEES	0.00	0.00	0.00	0.00	1,323.01	1,323.01	1,323.01
10425 · MARINE SERVICES							
10425.1 · Travelift	0.00	0.00	0.00	0.00	4,179.33	4,179.33	4,179.33
10425.2 · 12 K Telehandler	0.00	0.00	0.00	0.00	441.00	441.00	441.00
10425.3 · Other Sales & Fees	0.00	924.00	0.00	0.00	6,345.74	7,269.74	7,269.74
10425.4 · Public Hoist	0.00	0.00	0.00	0.00	37.00	37.00	37.00
Total 10425 · MARINE SERVICES	0.00	924.00	0.00	0.00	11,003.07	11,927.07	11,927.07
Total 10421 · MARINA	0.00	924.00	704.25	0.00	48,929.64	50,557.89	50,557.89
10427 · BEACHFRONT RV PARK							
10427.1 · Space Rental	21,540.85	0.00	0.00	0.00	0.00	21,540.85	21,540.85
10427.2 · Other Sales & Fees	2,198.00	0.00	0.00	0.00	0.00	2,198.00	2,198.00
Total 10427 · BEACHFRONT RV PARK	23,738.85	0.00	0.00	0.00	0.00	23,738.85	23,738.85
10428 · COMMERCIAL RETAIL							
10428.1 · Retail Property	0.00	36,682.39	0.00	0.00	585.00	37,267.39	37,267.39
10428.2 · Docks	0.00	14,029.66	0.00	0.00	0.00	14,029.66	14,029.66
10428.3 · CPI and Other Fees	0.00	3,182.74	0.00	0.00	0.00	3,182.74	3,182.74
Total 10428 · COMMERCIAL RETAIL	0.00	53,894.79	0.00	0.00	585.00	54,479.79	54,479.79
10429 · FUEL DOCK	0.00	0.00	16,220.34	0.00	0.00	16,220.34	16,220.34
Total 402 · GENERAL FUND PROGRAM REVENUES	23,738.85	54,818.79	16,924.59	0.00	49,514.64	144,996.87	144,996.87
Total 400 · REVENUES	23,738.85	54,818.79	16,924.59	9,119.69	49,515.04	154,116.96	154,116.96
Total Income	23,738.85	54,818.79	16,924.59	9,119.69	49,515.04	154,116.96	154,116.96
Gross Profit	23,738.85	54,818.79	16,924.59	9,119.69	49,515.04	154,116.96	154,116.96
Expense							
600 · GENERAL FUND EXPENDITURES							
500 · PERSONNEL SERVICES							
10508 · Payroll Taxes/Costs/Benefits	1,214.32	1,641.97	1,641.95	0.00	2,336.79	6,835.03	6,835.03
10508.5 · SEP Retirement							

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

5:03 PM
12/08/23
Cash Basis

	BEACHFRONT RV P... (GENERAL FUND)	COMMERCIAL RET... (GENERAL FUND)	FUEL DOCK (GENERAL FUND)	GRANTS (GENERAL FUND)	MARINA (GENERAL FUND)	Total GENERAL FU...	TOTAL
10508 · Payroll Taxes/Costs/Benefits - Other	0.00	0.00	0.00	0.00	0.01	0.01	0.01
Total 10508 · Payroll Taxes/Costs/Benefits	1,214.32	1,641.97	1,641.95	0.00	2,336.80	6,835.04	6,835.04
10510 · Health Care and Dental	2,409.24	2,409.24	2,409.24	0.00	2,409.24	9,636.96	9,636.96
10512 · Workers Compensation	238.49	238.49	238.49	0.00	238.49	953.96	953.96
Total 500 · PERSONNEL SERVICES	3,862.05	4,289.70	4,289.68	0.00	4,984.53	17,425.96	17,425.96
601 · GENERAL FUND Material & Service	429.15	21.13	21.14	0.00	21.15	492.57	492.57
10601 · ADVERTISING & NOTIFICATIONS	78.00	78.00	78.00	0.00	10,554.34	10,788.34	10,788.34
10602 · REPAIRS & MAINTENANCE	2,264.54	1,158.71	96.44	0.00	2,992.36	6,512.05	6,512.05
10602.1 · Equip. Repair/Maintenance	0.00	0.00	0.00	0.00	3,988.00	3,988.00	3,988.00
10602.2 · Supplies	2,342.54	1,236.71	174.44	0.00	17,534.70	21,288.39	21,288.39
10602.3 · Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 10602 · REPAIRS & MAINTENANCE	0.00	0.00	45,179.81	0.00	0.00	45,179.81	45,179.81
10603 · FUEL purchased for resale	2,063.14	329.08	49.74	0.00	5,487.15	7,929.11	7,929.11
10605 · UTILITIES	1,890.58	1,158.17	33.14	0.00	1,552.27	4,634.16	4,634.16
10605.1 · Electric	307.80	91.97	138.41	0.00	796.81	1,334.99	1,334.99
10605.3 · Sanitary	2,708.66	0.00	0.00	0.00	3,825.01	6,533.67	6,533.67
10605.5 · Telecommunications	714.55	355.11	26.00	0.00	1,519.31	2,614.97	2,614.97
10605.6 · Waste Removal	7,684.73	1,934.33	247.29	0.00	13,180.55	23,046.90	23,046.90
10605.7 · Water	477.28	358.12	438.58	0.00	1,063.54	2,337.52	2,337.52
Total 10605 · UTILITIES	977.65	0.00	1,105.07	0.00	1,290.32	3,373.04	3,373.04
10606 · OFFICE EXPENSE	92.81	92.81	92.81	0.00	92.82	371.25	371.25
10607 · BANK SERVICE & FINANCE FEES	2,863.99	-17,778.58	2,884.00	0.00	3,092.88	-8,917.71	-8,917.71
10608 · TRAINING & TRAVEL	979.60	2,222.67	176.00	0.00	8,303.48	11,681.75	11,681.75
10609 · PERMITS, LICENSES, TAXES & MISC	438.75	1,719.75	438.75	0.00	1,296.75	3,894.00	3,894.00
10610 · INSURANCE; PROP & CAS, BOND	324.02	125.03	124.98	0.00	145.03	719.06	719.06
10611 · PROFESSIONAL FEES	762.77	1,844.78	563.73	0.00	1,441.78	4,613.06	4,613.06
10611.2 · Attorney	16,630.52	-10,068.03	50,882.87	0.00	46,021.22	103,466.58	103,466.58
10611.4 · Other Support/Consultant	20,492.57	-5,778.33	55,172.55	0.00	51,005.75	120,892.54	120,892.54
Total 601 · GENERAL FUND Material & Service	20,492.57	-5,778.33	55,172.55	0.00	51,005.75	120,892.54	120,892.54
Total 600 · GENERAL FUND EXPENDITURES	3,246.28	60,597.12	-38,247.96	9,119.69	-1,490.71	33,224.42	33,224.42
Total Expense							
Net Income							

**Port of Brookings Harbor
Profit & Loss Budget Performance FY 2023-2024**

July 2023 through June 2024

	Jul '23 - Jun 24	Budget	% of Budget
Income			
400 · REVENUES			
401 · GENERAL FUND REVENUES			
10411 · Cash Carry Over	0.00	402,242.00	0.0%
10412 · Property Tax Current	257,652.91	270,000.00	95.4%
10413 · Property Tax Prior	12,589.75	10,000.00	125.9%
10414 · Interest General Fund	4,263.90	2,000.00	213.2%
10417 · Assets Sales	0.00	10,000.00	0.0%
10418 · Miscellaneous	0.40	50,000.00	0.0%
10419 · Transfer to General Fund	0.00	0.00	0.0%
10420 · Grants & Other Funding - GF	9,119.69	0.00	100.0%
Total 401 · GENERAL FUND REVENUES	283,626.65	744,242.00	38.1%
402 · GENERAL FUND PROGRAM REVENUES			
10421 · MARINA			
10421.2 · MOORAGE			
10421.3 · Commercial Slip Rent	77,990.33		
10421.4 · Recreational Slip Rent	143,395.19		
10421.5 · Transient	9,063.11		
10421.6 · Other Moorage	7,292.00		
10421.2 · MOORAGE - Other	15.00		
Total 10421.2 · MOORAGE	237,755.63		
10422 · Boat Launch	15,433.05		
10423 · STORAGE			
10423.1 · Gear Storage	19,305.37		
10423.2 · Boat Storage	17,200.00		
Total 10423 · STORAGE	36,505.37		
10424 · ADMINISTRATIVE FEES	4,519.81		
10425 · MARINE SERVICES			
10425.1 · Travelift	21,477.00		
10425.2 · 12 K Telehandler	3,645.00		
10425.3 · Other Sales & Fees	27,660.39		
10425.4 · Public Hoist	362.52		
Total 10425 · MARINE SERVICES	53,144.91		
10426 · EVENTS ON PORT PROPERTY	5,802.00		
10421 · MARINA - Other	0.00	750,000.00	0.0%
Total 10421 · MARINA	353,160.77	750,000.00	47.1%
10427 · BEACHFRONT RV PARK			
10427.1 · Space Rental	212,710.18		
10427.2 · Other Sales & Fees	22,013.50		
10427 · BEACHFRONT RV PARK - Other	0.00	750,000.00	0.0%
Total 10427 · BEACHFRONT RV PARK	234,723.68	750,000.00	31.3%
10428 · COMMERCIAL RETAIL			
10428.1 · Retail Property	173,364.45		
10428.2 · Docks	80,081.75		
10428.3 · CPI and Other Fees	18,430.81		
10428 · COMMERCIAL RETAIL - Other	0.00	590,000.00	0.0%
Total 10428 · COMMERCIAL RETAIL	271,877.01	590,000.00	46.1%
10429 · FUEL DOCK	353,048.57	1,000,000.00	35.3%
10430 · Landing Fees	194.28	50,000.00	0.4%
Total 402 · GENERAL FUND PROGRAM REVENUES	1,213,004.31	3,140,000.00	38.6%
420 · USDA REVENUE BOND FUND			
20411 · Cash Carry Over - USDA Revenue	0.00	103,660.00	0.0%
20414 · Interest Revenue Bond Fund	2,023.12	800.00	252.9%
20419 · Transfer to USDA Bond Fund	65,058.00	130,120.00	50.0%
Total 420 · USDA REVENUE BOND FUND	67,081.12	234,580.00	28.6%
430 · DEBT SERVICE FUND REVENUE			
30411 · Cash Carry Over - Debt Service	0.00	23,700.00	0.0%
30414 · Interest Debt Service Fund	1,158.94	616.00	188.1%
30419 · Transfer to Debt Service Fund	182,434.26	486,213.00	37.5%
Total 430 · DEBT SERVICE FUND REVENUE	183,593.20	510,529.00	36.0%
440 · CAPITAL PROJECTS FUND REVENUE			
40411 · Cash Carry Over - Capt Proj	0.00	2,500.00	0.0%

**Port of Brookings Harbor
Profit & Loss Budget Performance FY 2023-2024**

July 2023 through June 2024

	Jul '23 - Jun 24	Budget	% of Budget
40416 · Government Funding			
40416.2 · FEMA Funding PW 162 (Closed)	79,842.98	0.00	100.0%
40416.4 · FEMA- Dredging PW 189	555,277.22	1,835,304.00	30.3%
40416.5 · FEMA- Dredging PW 190 (Admin)	10,943.48	139,230.00	7.9%
40416.6 · EPA- Wastewater Treatment Plant	61,097.06	3,500,000.00	1.7%
40416.7 · Hazard Mitigation-Paving/Drains	0.00	1,200,000.00	0.0%
40416.8 · Business Oregon Match-Dredging	39,744.00	500,000.00	7.9%
40416.9 · Business Oregon Match-HMGP	0.00	500,000.00	0.0%
Total 40416 · Government Funding	746,904.74	7,674,534.00	9.7%
40419 · Transfer to Capital Project	0.00	0.00	0.0%
Total 440 · CAPITAL PROJECTS FUND REVENUE	746,904.74	7,677,034.00	9.7%
450 · RESERVE FUND REVENUE			
50411 · Cash Carry Over - Reserve Fund	0.00	400,236.00	0.0%
50414 · Interest Reserve Fund	3,327.29	2,000.00	166.4%
50419 · Transfer to Reserve Fund	12,000.00	24,000.00	50.0%
50430 · Landing Fees	0.00	50,000.00	0.0%
Total 450 · RESERVE FUND REVENUE	15,327.29	476,236.00	3.2%
460 · DEBT SERV. RV PARK IMPROV. FUND			
60419 · Transfer OR FFC 2020 Debt Serv.	28,859.22	57,718.00	50.0%
Total 460 · DEBT SERV. RV PARK IMPROV. FUND	28,859.22	57,718.00	50.0%
470 · PORT CONSTRUCTION FUND REVENUE			
70411 · Cash Carry Over - Port Const.	0.00	2,500.00	0.0%
70414 · Interest Port Construction Fund	918.28	0.00	100.0%
70419 · Transfers to Port Const. Fund	0.00	50,000.00	0.0%
Total 470 · PORT CONSTRUCTION FUND REVENUE	918.28	52,500.00	1.7%
Total 400 · REVENUES	2,539,314.81	12,892,839.00	19.7%
70429 · Returned Check Charges	50.00		
Total Income	2,539,364.81	12,892,839.00	19.7%
Gross Profit	2,539,364.81	12,892,839.00	19.7%
Expense			
600 · GENERAL FUND EXPENDITURES			
10900 · Operating Transfers Out General	288,351.48	658,051.00	43.8%
500 · PERSONNEL SERVICES			
10502 · Office Staff	152,199.66	292,398.00	52.1%
10504 · Operations Staff	76,693.99	271,653.00	28.2%
10506 · Overtime	5,001.64	11,475.00	43.6%
10508 · Payroll Taxes/Costs/Benefits			
10508.1 · Paid Holidays	8,987.32		
10508.2 · Sick Leave Benefit	2,700.51		
10508.3 · Vacation	16,894.96		
10508.4 · Payroll Taxes	26,995.18		
10508.5 · SEP Retirement	24,225.98	0.00	100.0%
10508 · Payroll Taxes/Costs/Benefits - Other	0.01	185,338.00	0.0%
Total 10508 · Payroll Taxes/Costs/Benefits	79,803.96	185,338.00	43.1%
10510 · Health Care and Dental	46,084.99	130,000.00	35.4%
10512 · Workers Compensation	846.16	15,000.00	5.6%
Total 500 · PERSONNEL SERVICES	360,630.40	905,864.00	39.8%
601 · GENERAL FUND Material & Service			
10601 · ADVERTISING & NOTIFICATIONS	3,282.62	5,476.00	59.9%
10602 · REPAIRS & MAINTENANCE			
10602.1 · Equip. Repair/Maintenance	31,306.79		
10602.2 · Supplies	70,745.70		
10602.3 · Services	31,755.39		
10602 · REPAIRS & MAINTENANCE - Other	0.00	368,078.00	0.0%
Total 10602 · REPAIRS & MAINTENANCE	133,807.88	368,078.00	36.4%
10603 · FUEL purchased for resale	334,988.49	800,000.00	41.9%
10605 · UTILITIES			
10605.1 · Electric	40,279.28		
10605.3 · Sanitary	27,161.48		
10605.5 · Telecommunications	7,750.81		
10605.6 · Waste Removal	42,617.24		
10605.7 · Water	16,054.26		

**Port of Brookings Harbor
Profit & Loss Budget Performance FY 2023-2024**

July 2023 through June 2024

	Jul '23 - Jun 24	Budget	% of Budget
10605 · UTILITIES - Other	0.00	310,001.00	0.0%
Total 10605 · UTILITIES	133,863.07	310,001.00	43.2%
10606 · OFFICE EXPENSE	10,399.09	41,000.00	25.4%
10607 · BANK SERVICE & FINANCE FEES	25,169.87	60,000.00	41.9%
10608 · TRAINING & TRAVEL	4,369.53	10,000.00	43.7%
10609 · PERMITS, LICENSES, TAXES & MISC			
10609 · PERMITS, LICENSES, TAXES & MISC - Ot...	23,442.82	80,392.00	29.2%
Total 10609 · PERMITS, LICENSES, TAXES & MISC	23,442.82	80,392.00	29.2%
10610 · INSURANCE; PROP & CAS, BOND	61,480.52	129,999.00	47.3%
10611 · PROFESSIONAL FEES			
10611.2 · Attorney	39,402.50		
10611.3 · Engineering	6,060.00		
10611.4 · Other Support/Consultant	6,985.64		
10611 · PROFESSIONAL FEES - Other	0.00	235,000.00	0.0%
Total 10611 · PROFESSIONAL FEES	52,448.14	235,000.00	22.3%
Total 601 · GENERAL FUND Material & Service	783,252.03	2,039,946.00	38.4%
710 · GENERAL FUND CAPITAL OUTLAY			
710 · GENERAL FUND CAPITAL OUTLAY - Other	0.00	0.00	0.0%
Total 710 · GENERAL FUND CAPITAL OUTLAY	0.00	0.00	0.0%
920 · OPERATING CONTINGENCY	0.00	255,382.00	0.0%
Total 600 · GENERAL FUND EXPENDITURES	1,432,233.91	3,859,243.00	37.1%
620 · USDA REVENUE BOND EXPENDITURES			
20801P · USDA Revenue Bond Principal	83,889.88	42,010.00	199.7%
20810I · USDA Revenue Bond Interest	46,230.12		
620 · USDA REVENUE BOND EXPENDITURES - Other	0.00	88,110.00	0.0%
Total 620 · USDA REVENUE BOND EXPENDITURES	130,120.00	130,120.00	100.0%
630 · DEBT SERVICE FUND EXPENDITURES			
30802P · IFA PRINCIPAL			
30802.1 · OBDD #520139/Boardwalk Prin	3,793.46		
30802.2 · OBDD #525172/RV Park Prin.	3,420.92		
30802.3 · OBDD #525176/Green Bldg Prn	6,024.09		
30802.4 · OBDD #525181/EurekaFish Prn	3,912.98		
30802.5 · SPWF #L02009/Cold Strg Prin	55,663.62		
30802.9 · SPWF X03004/Eureka Fishery Prin	4,684.93		
30802P · IFA PRINCIPAL - Other	0.00	310,000.00	0.0%
Total 30802P · IFA PRINCIPAL	77,500.00	310,000.00	25.0%
801 · Principal			
30803P · 50 BFMII Travelift Principal	18,424.36	18,424.00	100.0%
30804P · 2018 Genie Forklift Principal	6,683.07	16,333.00	40.9%
30806P · Land Sale Assests, Pay IFA Debt	0.00	140,000.00	0.0%
Total 801 · Principal	25,107.43	174,757.00	14.4%
810 · Interest Payments			
30813I · 50 BFMII Travelift Interest	211.64	212.00	99.8%
30814I · 2018 Genie Forklift Interest	640.48	1,243.00	51.5%
Total 810 · Interest Payments	852.12	1,455.00	58.6%
Total 630 · DEBT SERVICE FUND EXPENDITURES	103,459.55	486,212.00	21.3%
640 · CAPT. PROJ. EXPENDITURES			
740 · CAPT. PROJ. CAPITAL OUTLAY			
40702 · Land Improvement - Capt Proj			
40702.4 · FEMA- Dredging PW 189	617,085.14	1,835,304.00	33.6%
40702.5 · FEMA- Dredging PW 190 (Admin)	8,335.39	139,230.00	6.0%
40702.6 · EPA- Wastewater Treatment Plant	94,872.83	3,500,000.00	2.7%
40702.7 · Hazard Mitigation-Paving/Drains	5,505.00	1,200,000.00	0.5%
40702.8 · Business Oregon- Dredging	206,224.24	500,000.00	41.2%
40702.9 · Business Oregon- HMGP	1,272.50	500,000.00	0.3%
40702 · Land Improvement - Capt Proj - Other	0.00	0.00	0.0%
Total 40702 · Land Improvement - Capt Proj	933,295.10	7,674,534.00	12.2%
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	933,295.10	7,674,534.00	12.2%

Port of Brookings Harbor
Profit & Loss Budget Performance FY 2023-2024
 July 2023 through June 2024

	Jul '23 - Jun 24	Budget	% of Budget
Total 640 · CAPT. PROJ. EXPENDITURES	933,295.10	7,674,534.00	12.2%
650 · RESERVE FUND EXPENDITURES			
50100 · RESERVE FUND CAPITAL OUTLAY	0.00	0.00	0.0%
50200 · RESERVE for FUTURE EXPENDITURE	0.00	476,236.00	0.0%
Total 650 · RESERVE FUND EXPENDITURES	0.00	476,236.00	0.0%
660 · DEBT SERV. RV PARK EXPENDITURES			
60806P · RV Park Improv. Loan Principal	16,964.68	41,085.00	41.3%
60815I · RV Park Improv. Loan Interest	7,084.67	16,633.00	42.6%
Total 660 · DEBT SERV. RV PARK EXPENDITURES	24,049.35	57,718.00	41.7%
670 · PORT CONST FUND EXPENDITURES			
70100 · PORT CONST. CAPITAL OUTLAY			
70100 · PORT CONST. CAPITAL OUTLAY - Other	0.00	50,000.00	0.0%
Total 70100 · PORT CONST. CAPITAL OUTLAY	0.00	50,000.00	0.0%
Total 670 · PORT CONST FUND EXPENDITURES	0.00	50,000.00	0.0%
930 · Fund Balances			
10930 · Unappropriated Balance GF	0.00	25,000.00	0.0%
20930 · Unappropriated Balance-USDA	0.00	104,460.00	0.0%
30930 · Unappropriated Balance Debt	0.00	24,316.00	0.0%
40930 · Unappropriated Balance Capt Pro	0.00	2,500.00	0.0%
50930 · Unappropriated Balance Reserve	0.00	0.00	0.0%
70930 · Unappropriated Balance Port Con	0.00	2,500.00	0.0%
Total 930 · Fund Balances	0.00	158,776.00	0.0%
Total Expense	2,623,157.91	12,892,839.00	20.3%
Net Income	-83,793.10	0.00	100.0%

Port of Brookings Harbor
Check Registers
As of November 30, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
100 - UNRESTRICTED CASH & EQUIVALENTS						
101 - GENERAL FUND CHECKING & LGIP						
10103 - General Funds Ckg Umpqua 3634						
Bill Pmt -Check	AC DEBIT	11/13/2023	Pitney Bowes, Inc.	Power Postage Acct# 8000-9000-0324-9186 - Postage Refill		132.79
Bill Pmt -Check	ACH DEBIT	11/05/2023	US Bank Equipment Finance	Contract No. 500-0623925-000 RICOH IHC6000 Copier		223.20
Bill Pmt -Check	ACH DEBIT	11/22/2023	Spectrum Enterprise 177075701	Internet for Port Office 10/29/2023 - 11/28/2023		109.98
Bill Pmt -Check	ACH DEBIT	11/06/2023	Spectrum Business 8413 10 002 0062...	Internet & Voice for Port Meeting Room 10/19/23 - 11/18/23		124.98
Bill Pmt -Check	ACH DEBIT	11/04/2023	Spectrum Business 8413 10 002 0066...	Internet & Voice for Port Shop Offices 10/17/23 - 11/16/23		132.97
Bill Pmt -Check	ACH DEBIT	11/03/2023	ADP	Advice of Debit - 'Cafeteria Plan' Annual Fee for Renewal 2023		350.00
Bill Pmt -Check	ACH DEBIT	11/06/2023	Curry Transfer & Recycling	Account #2040-2434-001 Trash Dumpsters		6,793.67
Check	ACH DEBIT	11/10/2023	ADP	Advice of Debit 645796955 Payroll Date: 11/01/2023		158.11
Bill Pmt -Check	ACH DEBIT	11/08/2023	Firefly Reservations	Beachfront RV Park reservation system		231.00
Bill Pmt -Check	ACH DEBIT	11/18/2023	VERIZON WIRELESS	Account#742050310-00001 Mobile Phones for Staff		411.78
Bill Pmt -Check	ACH DEBIT	11/22/2023	Ziply Fiber 541-469-5867-121516-5	541-469-5867-121516-5 Beachfront RV Park		85.81
Bill Pmt -Check	ACH DEBIT	11/09/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		1,993.47
Bill Pmt -Check	ACH DEBIT	11/13/2023	Pitney Bowes, Inc.	Power Postage Acct# 8000-9000-0324-9186 - Postage Refill		300.00
Bill Pmt -Check	ACH DEBIT	11/14/2023	US Relay/HD Relay	HD Relay Advanced Streaming - 500GB Monthly		99.00
Bill Pmt -Check	ACH DEBIT	11/15/2023	Miller Nash LLP	Legal Services		3,894.00
Bill Pmt -Check	ACH DEBIT	11/15/2023	Quill Corporation	ACCT#1932158 Office Supplies		1,133.11
Bill Pmt -Check	ACH DEBIT	11/28/2023	Spectrum Business 8413 10 002 0001...	8752 19 060 0025169-Beachfront RV Internet		129.99
Check	ACH DEBIT	11/24/2023	ADP	Advice of Debit 647093770 ezLaborManager/ADP 300 Timeclock (3 Timeclocks)		158.11
Bill Pmt -Check	ACH DEBIT	11/24/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		183.85
Bill Pmt -Check	ACH DEBIT	11/20/2023	Zoom Video Communications Inc.	ACCT#113208511 Standard Pro Monthly Service		43,186.34
Bill Pmt -Check	ACH DEBIT	11/23/2023	Microsoft	Office 365 Home Annual Subscription for Front Desk Computer (info)		15.99
Bill Pmt -Check	ATM DEBIT	11/02/2023	Ziply Fiber 541-412-7930-102902-5	541-412-7930-102902-5 Fuel Dock Telephone		69.99
Bill Pmt -Check	ATM DEBIT	11/16/2023	Remprep Enterprise/Fidelis Screening	2-Background checks for new moorage customer		46.44
Bill Pmt -Check	ATM DEBIT	11/01/2023	Chetco Outdoor Store	Crab & shellfish measures for welcome bags for homeschool kids' port tour		39.90
Bill Pmt -Check	ATM DEBIT	11/06/2023	Harbor Freight	BAGS FOR HOMESCHOOL KIDS PORT TOUR		35.86
Bill Pmt -Check	ATM DEBIT	11/06/2023	Keen Footwear	HERCULES JACK HAMMER W/CHISELS AND 2 YR REPAIR PLAN		112.49
Bill Pmt -Check	ATM DEBIT	11/08/2023	SAIF (workers' compensation provider)	WORK BOOTS - BRENT		1,121.34
Bill Pmt -Check	ATM DEBIT	11/13/2023	CertifiedMailLabels.com	Workers' Compensation Policy (October 2023)		149.50
Bill Pmt -Check	ATM DEBIT	11/14/2023	Google.com	Certified Mail Envelope Labels		953.96
Bill Pmt -Check	ATM DEBIT	11/15/2023	Keen Footwear	Fully PLUS Single License (for one device) Fully Kiosk Browser & Lockdown)		200.00
Bill Pmt -Check	ATM DEBIT	11/15/2023	Oregon Employment Department	SAFETY BOOTS - SEAN		8.99
Bill Pmt -Check	ATM DEBIT	11/29/2023	TOTALMARINA.COM	Contributions balance; letter ID L0002182391, BIN 00294055-3		149.50
Bill Pmt -Check	ATM DEBIT	11/29/2023	SimpleSafe	PARTS TO REBUILD RV #27 ELEC PEDESTAL		0.01
Bill Pmt -Check	ATM DEBIT	11/27/2023	Adobe	Support for Port Office Alarm System SUPPORT NOVEMBER 2022		482.85
Bill Pmt -Check	ATM DEBIT	11/22/2023	Vonage	Adobe Acrobat Pro DC Annual Plan Paid Monthly 27-NOV-2023 to 26-DEC-2023 - Danielle		19.99
Bill Pmt -Check	ATM DEBIT	11/29/2023	Pacific Office Automation	PAINT FOR EQ 3701		19.99
Bill Pmt -Check	ATM DEBIT	11/27/2023	Dollar Tree	Account#175698		78.96
Bill Pmt -Check	ATM DEBIT	11/29/2023	Amazon Capital Services	Customer # 507410 Copier Lease & Maintenance		293.04
Bill Pmt -Check	ATM DEBIT	11/18/2023	Best Western Plus Ocean View Resort	DECORATIONS FOR OFFICE		337.95
Bill Pmt -Check	ATM DEBIT	11/29/2023	BI-MART	Business Account #A2VUC5YW542764 - Supplies/Materials		5.00
Bill Pmt -Check	ATM DEBIT	11/22/2023	BI-MART	Sharon Hartung's Room for SDAO Conference in Seaside February 8-11, 2024		79.90
Bill Pmt -Check	ATM DEBIT	11/22/2023	NAPA Auto Part	Account #931481 Water & Supplies		371.25
Bill Pmt -Check	credit memo	11/15/2023	Charles Schwab & Co., Inc	Account #931481 Water & Supplies		150.87
Check	DEBIT	11/01/2023	Edward Jones	Account #931481 Water & Supplies		29.97
Check	DEBIT	11/01/2023	Edward Jones	QuickBooks generated zero amount transaction for bill payment stub	0.00	220.04
Check	DEBIT	11/01/2023	Edward Jones	Employer Contribution 11/1/2023		161.92
Check	DEBIT	11/01/2023	Edward Jones	Employer Contribution 11/1/2023		154.44
Check	DEBIT	11/01/2023	Edward Jones	Employer Contribution 11/1/2023		240.00
Check	DEBIT	11/01/2023	Edward Jones	Employer Contribution 11/1/2023		239.20
Check	DEBIT	11/01/2023	Edward Jones	Employer Contribution 11/1/2023		204.88
Check	DEBIT	11/01/2023	Edward Jones	Employer Contribution 11/1/2023		52.81
Check	DEBIT	11/01/2023	Edward Jones	Employer Contribution 11/1/2023		166.43

Port of Brookings Harbor
Check Registers
As of November 30, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Check	DEBIT	11/01/2023	Edward Jones	Employer Contribution 11/1/2023		166.14
Check	DEBIT	11/01/2023	Edward Jones	Employer Contribution 11/1/2023		155.09
Check	DEBIT	11/01/2023	Edward Jones	Employer Contribution 11/1/2023		365.44
Check	DEBIT	11/01/2023	Edward Jones	Employer Contribution 11/1/2023		156.07
Check	DEBIT	11/02/2023	Elavon	OCT 2023 MERCHANT SERVICE FEE ACCT#316 Port Office		1,154.75
Check	DEBIT	11/02/2023	Elavon	OCT 2023 MERCHANT SERVICE FEE ACCT#873 Ventek Boat Launch		135.57
Check	DEBIT	11/02/2023	Elavon	OCT 2023 MERCHANT SERVICE FEE ACCT#951 Fuel Dock		1,105.07
Check	DEBIT	11/15/2023	Charles Schwab & Co., Inc	Employer Contribution 11/15/2023		216.39
Check	DEBIT	11/15/2023	Edward Jones	Employer Contribution 11/15/2023		154.34
Check	DEBIT	11/15/2023	Edward Jones	Employer Contribution 11/15/2023		159.39
Check	DEBIT	11/15/2023	Edward Jones	Employer Contribution 11/15/2023		240.00
Check	DEBIT	11/15/2023	Edward Jones	Employer Contribution 11/15/2023		153.11
Check	DEBIT	11/15/2023	Edward Jones	Employer Contribution 11/15/2023		153.26
Check	DEBIT	11/15/2023	Edward Jones	Employer Contribution 11/15/2023		64.19
Check	DEBIT	11/15/2023	Edward Jones	Employer Contribution 11/15/2023		205.95
Check	DEBIT	11/15/2023	Edward Jones	Employer Contribution 11/15/2023		161.92
Check	DEBIT	11/15/2023	Edward Jones	Employer Contribution 11/15/2023		162.09
Check	DEBIT	11/15/2023	Edward Jones	Employer Contribution 11/15/2023		228.73
Check	DEBIT	11/15/2023	Edward Jones	Employer Contribution 11/15/2023		365.44
Check	DEBIT	11/29/2023	Edward Jones	Employer Contribution 11/29/2023		204.15
Check	DEBIT	11/29/2023	Charles Schwab & Co., Inc	Employer Contribution 11/29/2023		175.38
Check	DEBIT	11/29/2023	Edward Jones	Employer Contribution 11/29/2023		365.44
Check	DEBIT	11/29/2023	Edward Jones	Employer Contribution 11/29/2023		153.01
Check	DEBIT	11/29/2023	Edward Jones	Employer Contribution 11/29/2023		162.88
Check	DEBIT	11/29/2023	Edward Jones	Employer Contribution 11/29/2023		164.70
Check	DEBIT	11/29/2023	Edward Jones	Employer Contribution 11/29/2023		64.47
Check	DEBIT	11/29/2023	Edward Jones	Employer Contribution 11/29/2023		216.73
Check	DEBIT	11/29/2023	Edward Jones	Employer Contribution 11/29/2023		226.87
Check	DEBIT	11/29/2023	Edward Jones	Employer Contribution 11/29/2023		240.00
Check	DEBIT	11/29/2023	Edward Jones	Employer Contribution 11/29/2023		152.21
Check	DEBIT	11/29/2023	Edward Jones	Employer Contribution 11/29/2023		161.92
Check	DEBIT	11/21/2023	Umpqua Bank (Service fees)	ACH CCD Credits Originated for 10/23 - Miscellaneous Debit		2.50
General Journal	DEBT 11/7	11/07/2023		Transfer to Debt Service Fund for Fork Lift Payment		1,464.71
General Journal	DEBT 11/7	11/07/2023		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment		4,809.87
General Journal	IFA 11/9	11/07/2023		Transfer to IFA Debt Service for 4th QTR 2023 Pmt		25,835.00
General Journal	RES 11/9	11/07/2023		Transfer to Reserve Fund		2,000.00
General Journal	USDA 11/9	11/07/2023		To transfer to USDA Revenue Bond Fund for November 2024 Payment		10,843.00
General Journal	USDA 11/10	11/13/2023		PMT from USDA for Land Use Agreement Invoice - Smith River Complex Camp		
General Journal	PAY 11/15	11/13/2023		Rec 11/15/2023 Payroll	11,569.00	
General Journal	TAX 11/15	11/13/2023		Rec 11/15/2023 Payroll		17,615.90
General Journal	CP 11/15/23	11/15/2023		Transfer from Umpqua GF to Umpqua CP for EMC Engineers (WWTP)		7,243.55
General Journal	CP 11/15/23	11/15/2023		Transfer from Umpqua GF to Umpqua CP for EMC Engineers (WWTP)		2,250.00
General Journal	CP 11/22/23	11/22/2023		Transfer from Umpqua GF to CP to pay EMC 91009-2367 (WWTP)		8,900.00
General Journal	CP 11/22/23	11/22/2023		Transfer from Umpqua GF to CP to pay Americas Generators (PW189)		11,361.50
General Journal	GF 11/17/23	11/22/2023		Transfer \$50,000 from Umpqua Bank to LGIP - General Funds		73,642.47
General Journal	PAY 11/29	11/27/2023		Rec 11/29/2023 Payroll		50,000.00
General Journal	TAX 11/29	11/27/2023		Rec 11/29/2023 Payroll		17,781.47
Bill Pmt -Check	11688	11/02/2023	John Keillum/John's Portable Welding			7,332.12
Bill Pmt -Check	11689	11/15/2023	5-R Excavation, LLC			760.00
Bill Pmt -Check	11690	11/15/2023	Art Signs, Inc.	CCB: 155657		2,929.00
Bill Pmt -Check	11691	11/15/2023	Brookings Glass, Inc.	INSTALLING TWO DECALS		299.00
Bill Pmt -Check	11692	11/15/2023	Coos-Curry Electric Cooperative, Inc.	EQ 1110 MAINTENANCE (REAR WINDSHIELD)		312.00
Bill Pmt -Check	11693	11/15/2023	Country Media, Inc.	ACCT # 67601 Electrical Service		7,929.11
Bill Pmt -Check	11694	11/15/2023	Del-Cur Supply Co-op	CUST# 38747 Curry Coastal Pilot Notices		84.57
Bill Pmt -Check	11695	11/15/2023	Englund Marine Supply Co.	Customer No. 38700 Hardware & Other Supplies		28.95
Bill Pmt -Check	11696	11/15/2023	Fastenal Industrial Supplies	Buoy holder, rope floats, rain boots		218.95
				Customer No. ORBRK0013 Toiletries & Supplies		2,324.37

**Port of Brookings Harbor
Check Registers
As of November 30, 2023**

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Bill Pmt -Check	11697	11/15/2023	Harbor Logging Supply, Inc.	SUPPLIES		1,295.30
Bill Pmt -Check	11698	11/15/2023	Harbor Sanitary District	OCTOBER 2023 Sanitary Bill		4,634.16
Bill Pmt -Check	11699	11/15/2023	Harbor Water District P.U.D.	9/21/2023 - 10/25/2023 SERVICE/WATER BILL		2,614.97
Bill Pmt -Check	11700	11/15/2023	SDAO Spec. Dist. Assoc. OR - Health...	Customer #: 03-0016414 - HEALTHCARE PREMIUM		9,681.66
Bill Pmt -Check	11701	11/15/2023	SDAO Spec. Dist. Assoc. OR - Prop &...	Policy#31P16414-203 Customer ID: 01-16414 - 2021 PROPERTY & CASUALTY POLICY		11,681.75
Bill Pmt -Check	11702	11/15/2023	Travel Information Council	State Hwy Signs on Hwy 101- Beachfront RV Park		408.00
Bill Pmt -Check	11703	11/15/2023	SDAO Spec. Dist. Assoc. OR - Annual...	Annual Dues SDAO & OPDA		11,150.00
Bill Pmt -Check	11704	11/15/2023	EMC-Engineers/Scientists, LLC	2.1 hrs Engineering & Planning (Port)		210.00
Bill Pmt -Check	11705	11/22/2023	Suburban Propane	Propane gas for RV park		366.38
Bill Pmt -Check	11706	11/22/2023	Kendrick Equipment USA LLC	VOID: Parts / Repair for EQ#4605 (Travelift) - Did not apply Credit, reprint #11707	0.00	
Bill Pmt -Check	11707	11/22/2023	Kendrick Equipment USA LLC	Parts / Repair for EQ#4605 (Travelift), with applied Credit		10,327.68
Total 10103 · General Funds Ckg Umpqua 3634						
Total 101 · GENERAL FUND CHECKING & LGIP						
10101 · Petty Cash						
Total 10101 · Petty Cash						
Total 100 · UNRESTRICTED CASH & EQUIVALENTS						
110 · RESTRICTED CASH & EQUIVALENTS						
104 · RESTRICTED MONEY MKT & CHECKING						
20104 · USDA BOND Umpqua MM 9529						
Check	DEBIT	11/06/2023	USDA Rural Development	USDA #97-02 Revenue Bond Payment 2023		130,120.00
Total 20104 · USDA BOND Umpqua MM 9529						
30104 · Debt Service Umpqua MM 8627						
60104 · OR FFC 2020 Debt Service						
Check	DEBIT	11/15/2023	Umpqua Bank/OR FFC Agreement 20...	OR FFC Agreement 2020 Payment #40		4,809.87
General Journal	DEBT 117	11/07/2023		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acc#97748040835 Payment	4,809.87	
Total 60104 · OR FFC 2020 Debt Service						
30104 · Debt Service Umpqua MM 8627 - Other						
Check	DEBIT	11/15/2023	Umpqua Bank/Loan#747041620	Genie Reach Forklift Loan#747041620 Payment #69	1,464.71	
General Journal	DEBT 117	11/07/2023		Transfer to Debt Service Fund for Fork Lift Payment	1,464.71	
Total 30104 · Debt Service Umpqua MM 8627 - Other						
Total 30104 · Debt Service Umpqua MM 8627						
40104 · Capital Projects Umpqua 8018						
General Journal	USDA 11/10	11/13/2023		PMT from USDA for Land Use Agreement Invoice - Smith River Complex Camp	1,060.00	
General Journal	CP 11/15/23	11/15/2023		Transfer from LGIP CP to Umpqua CP 5-R Excavation (PW189)	675.00	
General Journal	CP 11/15/23	11/15/2023		Transfer from LGIP CP to Umpqua CP 5-R Excavation (PW189)	120.00	
General Journal	CP 11/15/23	11/15/2023		Transfer from LGIP CP to Umpqua CP EMC Engineers (PW189)	2,250.00	
General Journal	CP 11/15/23	11/15/2023		Transfer from Umpqua GF to Umpqua CP for EMC Engineers (WWTP)	8,900.00	
General Journal	CP 11/15/23	11/15/2023		Transfer from Umpqua GF to CP to pay EMC 91009-2367 (WWTP)	11,361.50	
General Journal	CP 11/22/23	11/22/2023		Transfer from Umpqua GF to CP to pay Americas Generators (PW189)	73,642.47	
General Journal	CP 11/3/23	11/01/2023		Transfer from LGIP CP to Umpqua CP Freeman Rock (PW189)	275.23	
General Journal	CP 11/3/23	11/01/2023		Transfer from LGIP CP to Umpqua CP Gold Beach Lumber (PW189)	692.69	
General Journal	CP 11/3/23	11/01/2023		Transfer from LGIP CP to Umpqua CP Tidewater Contractors (PW189)	7,280.00	
General Journal	CP 11/3/23	11/02/2023		Transfer from LGIP CP to Umpqua CP Core & Main (PW189)	1,007.40	
General Journal	CP 11/30/23	11/30/2023		Transfer from LGIP CP to Umpqua CP Gold Beach Lumber (PW189)	191.84	
Bill Pmt -Check	504	11/02/2023	Freeman Rock, Inc.	3/4" road base - Dredging (PW189)		275.23
Bill Pmt -Check	505	11/02/2023	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Supplies & Materials		692.69

Port of Brookings Harbor
Check Registers
As of November 30, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Bill Pmt -Check	506	11/01/2023	Tidewater Contractors, Inc.	Customer Code: 000061 (PW189)		7,280.00
Bill Pmt -Check	507	11/02/2023	Core & Main	Flange Adpt. and Back up Ring - Dredging Discharge Pipe Material (PW189)		1,007.40
Bill Pmt -Check	508	11/15/2023	5-R Excavation, LLC	CCB: 155657 (PW189)		1,735.00
Bill Pmt -Check	509	11/15/2023	EMC-Engineers/Scientists, LLC	1.2 hrs Engineering & Planning (PW189)		120.00
Bill Pmt -Check	510	11/15/2023	EMC-Engineers/Scientists, LLC	22.5 Hrs Engineering & Planning (HMGP - NHM plan)		2,250.00
Bill Pmt -Check	511	11/15/2023	EMC-Engineers/Scientists, LLC	41.5 hrs engineering, CAD & Monosov invoices (WWTP)		8,900.00
Bill Pmt -Check	512	11/22/2023	EMC-Engineers/Scientists, LLC	27 hrs engineering & planning, and Geotechnical invoices (WWTP)		11,361.50
Bill Pmt -Check	513	11/22/2023	Americas Generators, Inc	Diesel Generator (PW 189) 75% prior to delivery		73,642.47
Total 40104 · Capital Projects Umpqua 8018					107,456.13	118,833.29
Total 104 · RESTRICTED MONEY MKT & CHECKING					113,730.71	255,227.87
Total 110 · RESTRICTED CASH & EQUIVALENTS					113,730.71	255,227.87
TOTAL					125,299.71	637,402.13

Port of Brookings Harbor ACH and Debit Card Payments

November 2023

Num	Date	Name	Account	Paid Amount
ACH DEBIT	11/03/2023	ADP	10103 · General Funds Ckg Umpqua 3634	-350.00
ACH DEBIT	11/04/2023	Spectrum Business 8413 10 002 0066603	10103 · General Funds Ckg Umpqua 3634	-132.97
ACH DEBIT	11/05/2023	US Bank Equipment Finance	10103 · General Funds Ckg Umpqua 3634	-223.20
ACH DEBIT	11/06/2023	Spectrum Business 8413 10 002 0062263	10103 · General Funds Ckg Umpqua 3634	-124.98
ACH DEBIT	11/06/2023	Curry Transfer & Recycling	10103 · General Funds Ckg Umpqua 3634	-6,793.67
ACH DEBIT	11/08/2023	Firefly Reservations	10103 · General Funds Ckg Umpqua 3634	-231.00
ACH DEBIT	11/09/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-1,993.47
ACH DEBIT	11/10/2023	ADP	10103 · General Funds Ckg Umpqua 3634	-158.11
ACH DEBIT	11/13/2023	Pitney Bowes, Inc.	10103 · General Funds Ckg Umpqua 3634	-300.00
ACH DEBIT	11/13/2023	Pitney Bowes, Inc.	10103 · General Funds Ckg Umpqua 3634	-132.79
ACH DEBIT	11/14/2023	US Relay/HD Relay	10103 · General Funds Ckg Umpqua 3634	-99.00
ACH DEBIT	11/15/2023	Miller Nash LLP	10103 · General Funds Ckg Umpqua 3634	-3,894.00
ACH DEBIT	11/15/2023	Quill Corporation	10103 · General Funds Ckg Umpqua 3634	-1,133.11
ACH DEBIT	11/18/2023	VERIZON WIRELESS	10103 · General Funds Ckg Umpqua 3634	-411.78
ACH DEBIT	11/20/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-43,186.34
ACH DEBIT	11/22/2023	Spectrum Enterprise 177075701	10103 · General Funds Ckg Umpqua 3634	-109.98
ACH DEBIT	11/22/2023	Ziply Fiber 541-469-5867-121516-5	10103 · General Funds Ckg Umpqua 3634	-85.81
ACH DEBIT	11/23/2023	Zoom Video Communications Inc.	10103 · General Funds Ckg Umpqua 3634	-15.99
ACH DEBIT	11/24/2023	ADP	10103 · General Funds Ckg Umpqua 3634	-158.11
ACH DEBIT	11/24/2023	ADP	10103 · General Funds Ckg Umpqua 3634	-183.85
ACH DEBIT	11/28/2023	Spectrum Business 8413 10 002 0001063	10103 · General Funds Ckg Umpqua 3634	-129.99
ATM DEBIT	11/01/2023	Rentprep Enterprise/Fidelis Screening	10103 · General Funds Ckg Umpqua 3634	-39.90
ATM DEBIT	11/02/2023	Microsoft	10103 · General Funds Ckg Umpqua 3634	-69.99
ATM DEBIT	11/06/2023	Chetco Outdoor Store	10103 · General Funds Ckg Umpqua 3634	-35.86
ATM DEBIT	11/06/2023	VISTA PRINT	10103 · General Funds Ckg Umpqua 3634	-112.49
ATM DEBIT	11/08/2023	Harbor Freight	10103 · General Funds Ckg Umpqua 3634	-1,121.34
ATM DEBIT	11/08/2023	Keen Footwear	10103 · General Funds Ckg Umpqua 3634	-149.50
ATM DEBIT	11/13/2023	SAIF (workers' compensation provider)	10103 · General Funds Ckg Umpqua 3634	-953.96
ATM DEBIT	11/14/2023	CertifiedMailLabels.com	10103 · General Funds Ckg Umpqua 3634	-200.00
ATM DEBIT	11/15/2023	Google.com	10103 · General Funds Ckg Umpqua 3634	-8.99
ATM DEBIT	11/15/2023	Keen Footwear	10103 · General Funds Ckg Umpqua 3634	-149.50
ATM DEBIT	11/16/2023	Ziply Fiber 541-412-7930-102902-5	10103 · General Funds Ckg Umpqua 3634	-46.44

Port of Brookings Harbor ACH and Debit Card Payments

November 2023

ATM DEBIT	11/18/2023	Amazon Capital Services	10103 · General Funds Ckg Umpqua 3634	-79.90
ATM DEBIT	11/22/2023	FORKLIFT SERVICES OF OREGON	10103 · General Funds Ckg Umpqua 3634	-78.96
ATM DEBIT	11/22/2023	BI-MART	10103 · General Funds Ckg Umpqua 3634	-29.97
ATM DEBIT	11/26/2023	SimpliSafe	10103 · General Funds Ckg Umpqua 3634	-19.99
ATM DEBIT	11/27/2023	Adobe	10103 · General Funds Ckg Umpqua 3634	-19.99
ATM DEBIT	11/27/2023	Pacific Office Automation	10103 · General Funds Ckg Umpqua 3634	-337.95
ATM DEBIT	11/29/2023	Oregon Employment Department	10103 · General Funds Ckg Umpqua 3634	-0.01
ATM DEBIT	11/29/2023	TOTALMARINA.COM	10103 · General Funds Ckg Umpqua 3634	-482.85
ATM DEBIT	11/29/2023	Vonage	10103 · General Funds Ckg Umpqua 3634	-293.04
ATM DEBIT	11/29/2023	Dollar Tree	10103 · General Funds Ckg Umpqua 3634	-5.00
ATM DEBIT	11/29/2023	BI-MART	10103 · General Funds Ckg Umpqua 3634	-150.87
ATM DEBIT	11/30/2023	Best Western Plus Ocean View Resort	10103 · General Funds Ckg Umpqua 3634	-371.25
DEBIT	11/01/2023	Charles Schwab & Co., Inc	10103 · General Funds Ckg Umpqua 3634	-220.04
DEBIT	11/01/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-161.92
DEBIT	11/01/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-154.44
DEBIT	11/01/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-240.00
DEBIT	11/01/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-239.20
DEBIT	11/01/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-204.88
DEBIT	11/01/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-52.81
DEBIT	11/01/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-166.43
DEBIT	11/01/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-166.14
DEBIT	11/01/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-155.09
DEBIT	11/01/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-365.44
DEBIT	11/01/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-156.07
DEBIT	11/01/2023		10106 · General Fund LGIP 6017	-1.10
DEBIT	11/02/2023	Elavon	10103 · General Funds Ckg Umpqua 3634	-1,154.75
DEBIT	11/02/2023	Elavon	10103 · General Funds Ckg Umpqua 3634	-135.57
DEBIT	11/02/2023	Elavon	10103 · General Funds Ckg Umpqua 3634	-1,105.07
DEBIT	11/06/2023	USDA Rural Development	20104 · USDA BOND Umpqua MM 9529	-130,120.00
DEBIT	11/15/2023	Charles Schwab & Co., Inc	10103 · General Funds Ckg Umpqua 3634	-216.39
DEBIT	11/15/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-154.34
DEBIT	11/15/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-159.39
DEBIT	11/15/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-240.00
DEBIT	11/15/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-153.11

Port of Brookings Harbor ACH and Debit Card Payments

November 2023

DEBIT	11/15/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-153.26
DEBIT	11/15/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-64.19
DEBIT	11/15/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-205.95
DEBIT	11/15/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-161.92
DEBIT	11/15/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-162.09
DEBIT	11/15/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-228.73
DEBIT	11/15/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-365.44
DEBIT	11/15/2023	Umpqua Bank/Loan#747041620	30104 · Debt Service Umpqua MM 8627	-1,464.71
DEBIT	11/15/2023	Umpqua Bank/OR FFC Agreement 2020	60104 · OR FFC 2020 Debt Service	-4,809.87
DEBIT	11/21/2023	Umpqua Bank (Service fees)	10103 · General Funds Ckg Umpqua 3634	-2.50
DEBIT	11/29/2023	Charles Schwab & Co., Inc	10103 · General Funds Ckg Umpqua 3634	-204.15
DEBIT	11/29/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-175.38
DEBIT	11/29/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-365.44
DEBIT	11/29/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-153.01
DEBIT	11/29/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-162.88
DEBIT	11/29/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-164.70
DEBIT	11/29/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-64.47
DEBIT	11/29/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-216.73
DEBIT	11/29/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-226.87
DEBIT	11/29/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-240.00
DEBIT	11/29/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-152.21
DEBIT	11/29/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-161.92

Total for November 2023 210,234.50

Port of Brookings Harbor Purchases by Vendor Summary

Cash Basis

November 2023

	Nov 23
5-R Excavation, LLC	4,664.00
Adobe	19.99
ADP	850.07
Amazon Capital Services	79.90
Americas Generators, Inc	73,642.47
Art Signs, Inc.	299.00
Best Western Plus Ocean View Resort	371.25
BI-MART	180.84
Brookings Glass, Inc.	312.00
CertifiedMailLabels.com	200.00
Chetco Outdoor Store	35.86
Coos-Curry Electric Cooperative, Inc.	7,929.11
Core & Main	1,007.40
Country Media, Inc.	84.57
Curry Transfer & Recycling	6,793.67
Del-Cur Supply Co-op	28.95
Dollar Tree	5.00
Elavon	2,395.39
EMC-Engineers/Scientists, LLC	22,841.50
Englund Marine Supply Co.	218.95
Fastenal Industrial Supplies	2,324.37
Firefly Reservations	231.00
FORKLIFT SERVICES OF OREGON	78.96
Freeman Rock, Inc.	275.23
Gold Beach Lumber Yard, Inc.	692.69
Google.com	8.99
Harbor Freight	1,121.34
Harbor Logging Supply, Inc.	1,295.30
Harbor Sanitary District	4,634.16
Harbor Water District P.U.D.	2,614.97
John Kellum/John's Portable Welding	760.00
Keen Footwear	299.00
Kendrick Equipment USA LLC	10,327.68
Microsoft	69.99
Miller Nash LLP	3,894.00
NAPA Auto Part	0.00
Pacific Office Automation	337.95
Pitney Bowes, Inc.	432.79
Quill Corporation	1,133.11
Rentprep Enterprise/Fidelis Screening	39.90
SAIF (workers' compensation provider)	953.96
SDAO Spec. Dist. Assoc. OR - Annual Dues	11,150.00
SDAO Spec. Dist. Assoc. OR - Healthcare	9,681.66
SDAO Spec. Dist. Assoc. OR - Prop & Cas	11,681.75
SimpliSafe	19.99
Spectrum Business 8413 10 002 0001063	129.99
Spectrum Business 8413 10 002 0062263	124.98
Spectrum Business 8413 10 002 0066603	132.97
Spectrum Enterprise 177075701	109.98
Suburban Propane	366.38
Tidewater Contractors, Inc.	7,280.00
TOTALMARINA.COM	482.85
Travel Information Council	408.00
Tyree Oil, Inc	45,179.81
US Bank Equipment Finance	223.20
US Relay/HD Relay	99.00
VERIZON WIRELESS	411.78
VISTA PRINT	112.49

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

Cash Basis

November 2023

	<u>Nov 23</u>
Vonage	293.04
Zipty Fiber 541-412-7930-102902-5	46.44
Zipty Fiber 541-469-5867-121516-5	85.81
Zoom Video Communications Inc.	<u>15.99</u>
TOTAL	<u><u>241,521.42</u></u>

ACTION ITEM – A

DATE: December 20, 2023
RE: Port Manager Contract
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Port Manager Employment Agreement began December 1, 2022 for 1 year.
- (4) Employment reviews were held quarterly throughout the year
- Port has continued to make positive progress throughout the year term.
- Agreement is for a 5-year term.

DOCUMENTS

- none

COMMISSIONERS ACTION

- Recommended Motion:
Motion to approve

ACTION ITEM – B

DATE: December 20, 2023
RE: IGA with Curry County
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Curry County owns and maintains an 84” culvert located in the boat yard.
- For numerous years sediment and rock continued to deposit into Basin II resulting in closed docks and operating the travelift only near high tide.
- The Port and County have discussed impacts and remediation that include standard operating procedures and responsibilities of each party for current and future deposits.

DOCUMENTS

- IGA with Curry County, 11 pages

COMMISSIONERS ACTION

- Recommended Motion:
Motion to approve IGA with Curry County.

**INTERGOVERNMENTAL AGREEMENT (“IGA”)
BY AND BETWEEN CURRY COUNTY AND PORT OF BROOKINGS-HARBOR**

This Intergovernmental Agreement (“Agreement”) is entered into on the 20th day of December, 2023 (“Effective Date”) by and between Curry County, a political subdivision of the State of Oregon, hereinafter referred to as the “County,” and the Port of Brookings Harbor, an Oregon municipal corporation, hereinafter referred to as the “Port.”

RECITALS

WHEREAS, the County implemented storm drain facilities in conjunction with the Oregon Department of Transportation that direct stormwater as well as the waters of Tuttle Creek (the “Tuttle Creek Storm Drain Facilities”) in a Northwesterly direction, through a water catch basin (the “Catch Basin”) adjacent to the Southeastern corner of the Port property line, that empties into the Port’s Boat Basin No. 2 (the “Boat Basin”); and

WHEREAS, the Tuttle Creek Storm Drain Facilities are shown on the diagrams attached hereto as “Exhibit A,” and include all of the drainage infrastructure up to the point of discharge into the Boat Basin; and

WHEREAS, the County is responsible for the maintenance and repair of its storm drain infrastructure; and

WHEREAS, stormwater, sediment, and other material is filtered through the Catch Basin prior to flowing into the Boat Basin; and

WHEREAS, due to the volume of stormwater passing through the Tuttle Creek Storm Drain Facilities, sediment and other material accumulated within the Catch Basin at times exceeds its holding capacity if the Catch Basin is not maintained regularly; and

WHEREAS, should maintenance of the Catch Basin not occur regularly, sediment and other material overrun the Catch Basin and deposit directly into the Boat Basin, over time rendering the Boat Basin incapable of accommodating its intended use due to insufficient water depth; and

WHEREAS, the Port has set forth a potential cause of action due to the failure by the County to inspect and maintain the Tuttle Creek Storm Drain Facilities, as well as the resulting financial liability for the loss of use of the Boat Basin; and

WHEREAS, both parties desire to formalize their agreement and to create a Standard Operating Procedure for the maintenance and inspection of the Tuttle Creek Storm Drain Facilities.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INCORPORATION AND PURPOSE.

The above recitals are incorporated herein by reference. The purpose of this Agreement is to set forth in writing the responsibilities of the parties hereto, and to create a Standard Operating Procedure for the inspection, maintenance, and cleaning of the Tuttle Creek Storm Drain Facilities.

2. RESPONSIBILITIES.

2.1 County Responsibilities. The Count agrees to:

- (a) Perform regular, routine inspections of the Catch Basin to ensure that maintenance is performed.
- (b) Remove or otherwise abate sediment or material deposits from the Catch Basin at its sole cost and expense.
- (c) Remove the sediment and other material previously deposited in the Boat Basin by way of the Tuttle Creek Storm Drain Facilities on or before February 15, 2024.
- (d) Pay labor, fuel, and incidental costs associated with the removal or abatement of sediment or material from the Boat Basin.
- (e) Pay the cost of equipment as provided in *Section 2.2(d)*.

2.2 Port Responsibilities. The Port agrees to:

- (a) Regularly inspect the Boat Basin in order to ensure that sediment and material deposits do not accumulate. The Port may, but is not required to, inspect the Catch Basin in conjunction with its inspections of the Boat Basin.
- (b) Provide the County with notice regarding any immediate or emergent action necessary to remove or abate sediment and material deposits from the Catch Basin, if the Port becomes aware of such circumstance.
- (c) Remove or otherwise abate sediment or material deposits from the Boat Basin, at the County's cost and expense as provided in *Section 2.1(d) and 2.2(d)*.
- (d) Pay the cost of the purchase, lease, or rental of any equipment needed to remove sediment or material from the Boat Basin; provided, however, that if it is found that the sediment or material was deposited into the Boat Basin due to the County's

failure to perform its obligations under this Agreement, the County will be responsible for all costs relating to removing such sediment or material, including equipment costs.

3. STANDARD OPERATING PROCEDURE

The Standard Operating Procedure (“SOP”) attached hereto as “Exhibit B” is hereby incorporated herein by reference. The parties agree to conduct their responsibilities under this Agreement in accordance with the SOP.

4. PAYMENT

4.1 Obligation for Payment.

Obligation for payment shall arise when the Port is required to purchase, lease, rent, or otherwise obtain equipment due to the County’s failure to perform its obligations under this Agreement. The County agrees to be responsible for the cost of any such equipment obtained, including any associated fuel, labor, and incidental costs.

4.2 Authority to Purchase.

It is the intention of the parties that the purchase of any equipment shall be arranged upon the coordination and mutual agreement of the parties regarding the necessary specifications of that equipment.

4.3 Requests for Payment.

Requests for payment shall be issued by the Port to the County as soon as reasonably possible. Payment shall become due and owing not later than thirty (30) days from the date of receipt of an invoice.

4.4 Dispute of Purchase.

Should the County dispute the obligation to pay for any equipment on the grounds that it has satisfied all of its obligations under this Agreement, the County may issue a written dispute to the Port Manager.

Upon receipt of a dispute by the County, the Port Manager shall:

- (a) Acknowledge receipt of the dispute within fourteen (14) days.
- (b) Investigate the validity of the dispute.
- (c) Issue a written determination of the dispute to the Port within thirty (30) days of the date of acknowledgement of dispute.

A dispute issued by the County shall in no case absolve the County of its

responsibility to pay any due and owing request for payment under *Section 4.3* above; provided, however, that upon resolution of a dispute in favor of the County, partial or full reimbursement to the County shall be issued by the Port within thirty (30) days of that written determination.

5. WAIVER OF LIABILITY

Subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act (ORS 30.260 to 30.300), and in consideration of each party performing their respective duties as set forth by this Agreement, the County and Port mutually indemnify and hold harmless each other as to any cause of action arising out of, or resulting from, the failure of the Tuttle Creek Storm Drain Facilities, including but not limited to the accumulation of material within the Boat Basin, flooding of storm drain facilities, and any financial liability attributed thereto, except to the extent caused by the indemnifying party's failure to perform its duties set forth by this Agreement.

6. TERM.

This Agreement shall commence on the Effective Date and shall continue in full force and effect until the Agreement is terminated by either party in accordance with *Section 7* of this Agreement.

7. BREACH AND TERMINATION.

Should a breach of the duties assigned to the County under this Agreement occur, the Port shall issue a written notice of breach to the County. The County shall have thirty (30) days, beginning at the date of receipt of notice, to cure the breach.

Upon ten (10) days' written notice, the Port may terminate this Agreement upon the failure of the County cure any breach within such 30-day period.

Otherwise, this Agreement may be terminated by the mutual written consent of both parties.

8. COMPLIANCE

Each party agrees to comply with all applicable local, State and Federal laws, rules, and regulations pertaining to the activities performed under this Agreement. Additionally, both the County and Port shall comply with reasonable requests for information or coordination received in connection to this Agreement.

9. DISPUTE RESOLUTION

The parties desire, if possible, to resolve disputes, controversies, and claims arising out of this Agreement (each a "Dispute") without litigation. To that end, at the written request of either party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The discussions shall be left to the discretion of the representatives.

9.1 If the negotiations do not resolve the Dispute within sixty (60) days of the initial written request, the Dispute shall be submitted to non-binding mediation with a mediator chosen by mutual agreement of the parties or, in the absence of such agreement, with a mediator appointed by the presiding judge of the Circuit Court for Curry County.

9.2 Each party shall bear its own cost of these dispute resolution procedures. The parties shall equally share the fees of the mediation and the mediator.

9.3 In the event the Dispute cannot be resolved under the above process, the Dispute shall be subject to binding arbitration. Arbitration shall be conducted pursuant to the rules of the American Arbitration Association in accordance with its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Notwithstanding the above, disputes regarding the County's obligation to pay for equipment costs shall be resolved pursuant to *Section 4.4*.

10. WAIVER

No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such right to performance or right to exercise such right or remedy.

11. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

12. NO THIRD-PARTY BENEFICIARIES.

This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

13. ENTIRE AGREEMENT AND MODIFICATION.

This Agreement sets forth the entire understanding of the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties relating to the subject matter of this Agreement other than those set forth herein. No alteration, amendment, change or addition to this Agreement shall be binding upon any party unless in writing and signed by the parties.

14. GENERAL PROVISIONS. Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction:

14.1 When not inconsistent with the context, words used in the present tense include

the future, words in the plural number include the singular number, and words in the singular number include the plural number.

14.2 Time is of the essence of this Agreement.

14.3 Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such.

14.4 Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

14.5 Where the performance or doing of any act, duty, matter, payment, or thing is required hereunder and the period or duration for the performance is prescribed and fixed herein, the time shall be computed to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

14.6 The paragraph captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

15. NOTICE.

Any notice by either party to the other shall be in writing and effective at the earlier of actual receipt or rejection of such notice or three (3) days after deposit in the mails as registered or certified mail, postage prepaid, addressed to the County or the Port at the addresses set forth below, or at such other addresses as either party may designate by notice to the other party.

County
94235 Moore Street, Suite 123
Gold Beach, OR 97444
Attn: County Legal Counsel

Port
16330 Lower Harbor Road
P.O. Box 848
Brookings, OR 97415
Attn: Port Manager

(Signatures follow)

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement as of the Effective Date.

CURRY COUNTY

Michael E. "Ted" Fitzgerald
Director of County Operations
County Legal Counsel
94235 Moore Street, Suite 123
Gold Beach, OR 97444
BOC_Office@co.curry.or.us

PORT OF BROOKINGS-HARBOR

Travis Webster
Port Manager
16330 Lower Harbor Rd
P.O. Box 848
Brookings, OR 97415
Travis@PortofBrookingsHarbor.com

EXHIBIT A
Tuttle Creek Storm Drain Facilities

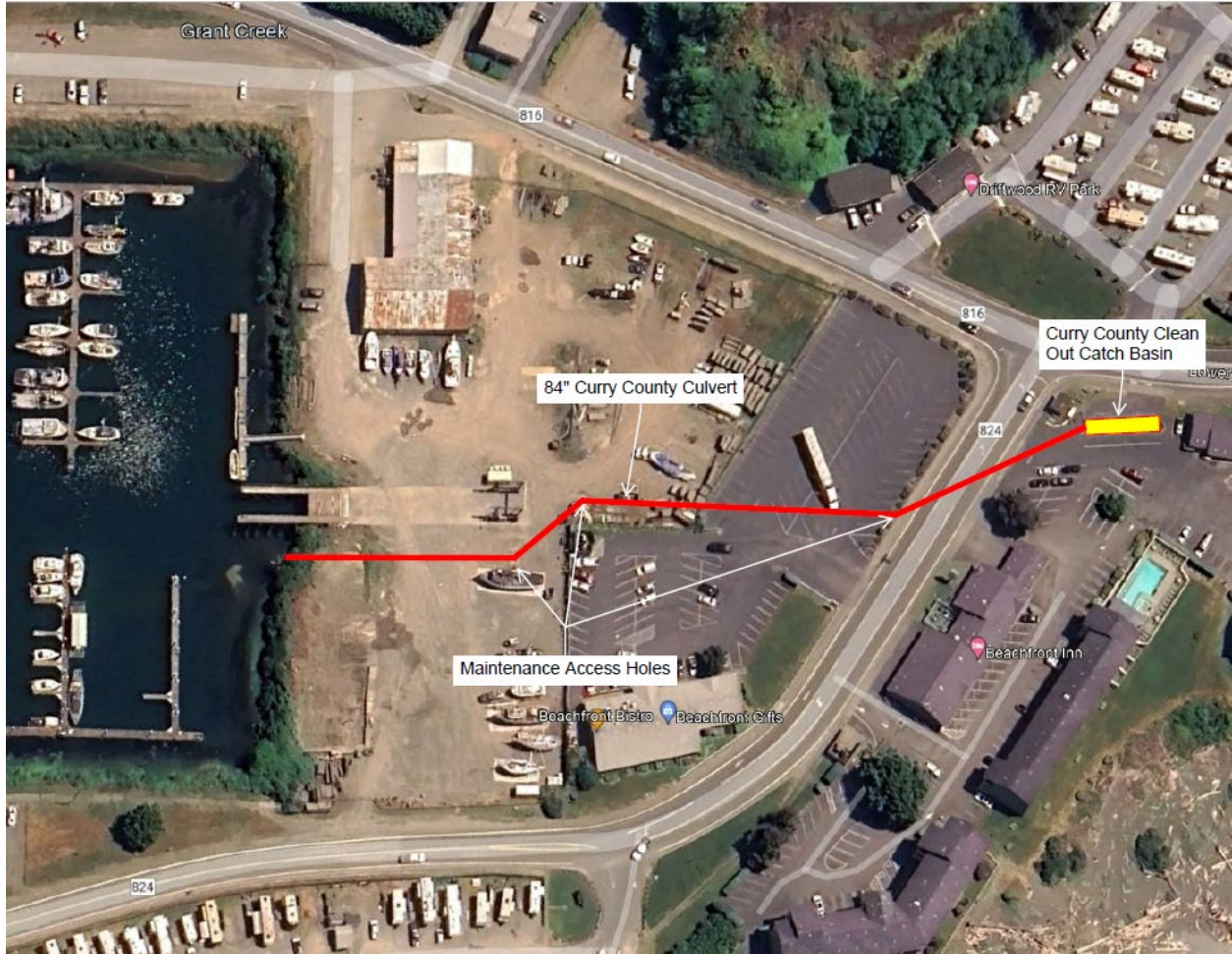


EXHIBIT B
STANDARD OPERATING PROCEDURE

INSPECTION

Types of Inspection

The County shall perform routine inspections of the Catch Basin as set forth below.

Inspections of the Boat Basin shall be the responsibility of the Port and the frequency shall be at the discretion of the Port, provided, however, that regular inspections of the Boat Basin are expected in order to ensure that any potential maintenance or abatement issues are observed in a timely manner.

Inspection Frequency

The County shall visually inspect the catch basin as follows:

1. During the months of **November, December, January, February** and **March**, inspections shall occur once weekly.
2. During the months of **April, May, June** and **October**, inspections shall occur twice monthly.
3. During the months of **July, August**, and **September**, inspections shall occur once monthly.
4. Upon request by the Port, the County shall perform an inspection of the catch basin within twenty-four (24) hours.

Inspection Records

Records of inspections of the Catch Basin by the County or the Port shall be made on the Inspection Record form attached hereto. Inspection Records created by the County shall be provided to the Port on the first working day of each calendar month.

NOTIFICATION

Notification by County

If an inspection should reveal unsatisfactory conditions in the Catch Basin, the County shall arrange for abatement procedures within twenty-four (24) hours of the discovery of the unsatisfactory conditions. The County shall provide as much notice as is reasonably possible to the Port if abatement is expected to have any impact on Port operations.

Notification by Port

Should the Port discover unsatisfactory conditions within the Catch Basin or the Boat Basin, the Port will immediately notify the County. If regarding the Catch Basin, the County will then arrange for an inspection to be conducted. If regarding the Boat Basin, the County will coordinate with the Port pursuant to the “Abatement” section below.

ABATEMENT

Equipment and Staff

Whenever possible, the County shall use the County's equipment to abate the unsatisfactory conditions present within the Catch Basin. Should specialized equipment be needed to abate conditions within the Catch Basin or Boat Basin, County and Port will coordinate to procure such equipment in the best interests of the Port. Payment for specialized equipment will be arranged pursuant to Section 4 of the Intergovernmental Agreement between the parties.

Responsibility and Coordination

Work conducted to abate sediment or material deposit within the Boat Basin shall be the responsibility of the Port, and the County will be responsible for any cost incurred by the Port in completion of that abatement. Generally, the parties are expected to coordinate to the extent possible to ensure the economic feasibility of the abatement for both parties.

Recommendations of Port

Whenever possible, the County shall accept the reasonable recommendations of the Port regarding the specific type of equipment and methods used to abate unsatisfactory conditions within the Catch Basin or Boat Basin.

Removal of Boat Basin Material

Should the abatement of sediment or material deposits within the Boat Basin become necessary specifically due to the failure of County to regularly inspect and maintain the Catch Basin, the County shall be responsible for any costs, fees, and incidental charges incurred by the Port in the course of the removal of sediment or material from the Boat Basin as provided in the Intergovernmental Agreement between the parties.

ACTION ITEM – C

DATE: December 20, 2023
RE: Boat Yard Shop Building Layout and Size
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Current boat yard shop needs to be replaced.
- Board discussed and approved Port Manager to seek design and cost estimates.
- Included shop building in Fiscal Year 2024-25.

DOCUMENTS

- Boat Yard Design Concepts, 1 pages

COMMISSIONERS ACTION

- Recommended Motion:
Motion to approve design concept of a pole barn style buildings.

ACTION ITEM – D

DATE: December 20, 2023
RE: FEMA Equipment Building
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- New dredge will need to be housed out of weather when not used.
- Staff will need space to do service and maintenance work (pump, rebuilds, and painting).
- Other equipment will also need to be stored, such as generator, spare parts, and serving equipment.
- Procurements for pole barn kit are attached.
- Port staff will construct the building and use contractors for specialty work.
- All costs will be submitted to FEMA. However, some costs may not be covered.

DOCUMENTS

- Design Concepts, 1 page
- Procurement and Estimated Construction Budget, 1 page
- Cost Estimates, 21 pages

COMMISSIONERS ACTION

- Recommended Motion:
Motion to approve purchase of 25' by 40' shop building for FEMA equipment.

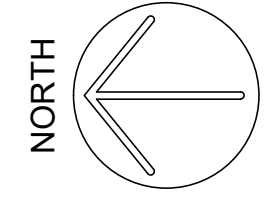
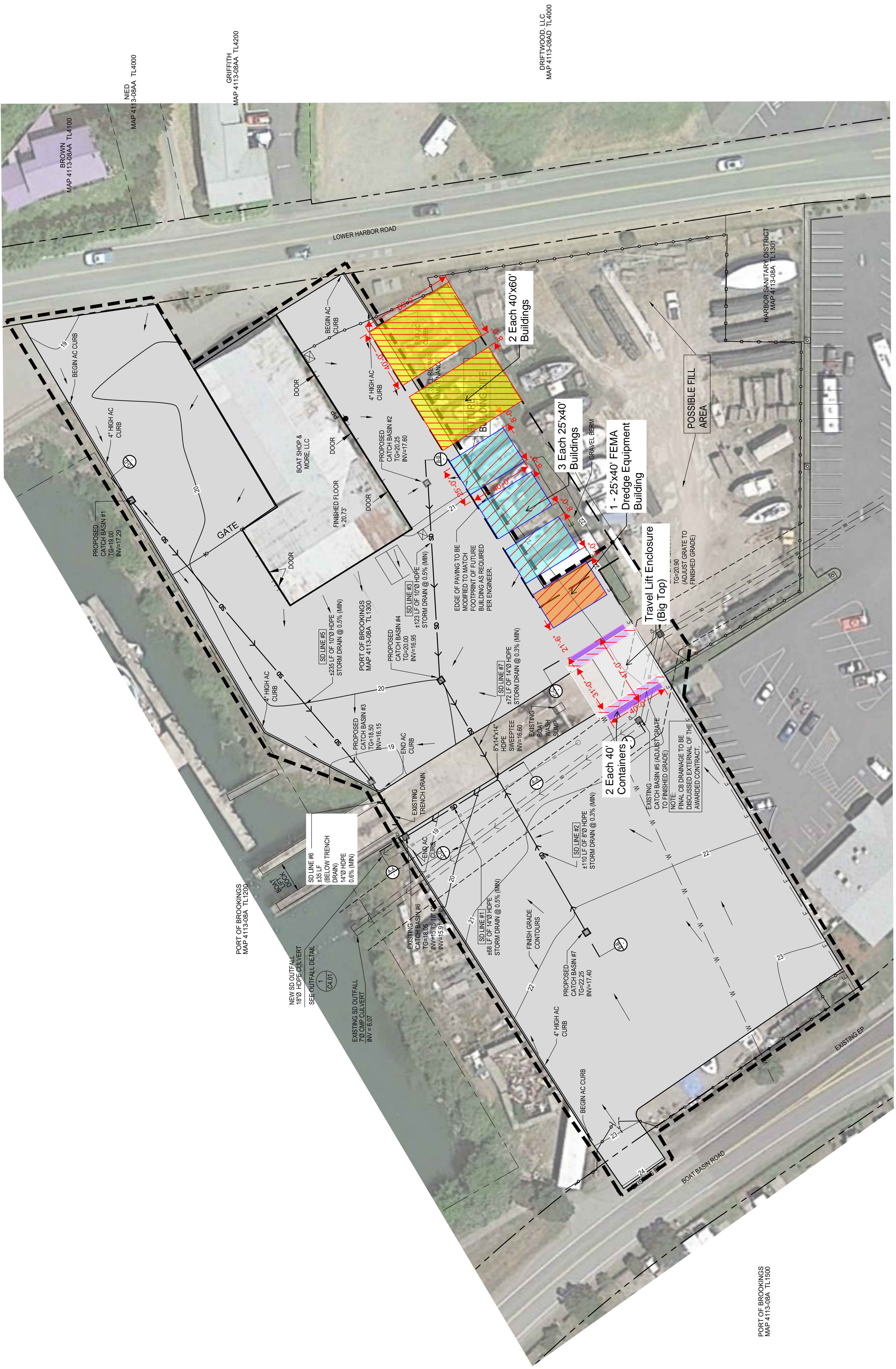
REVISIONS	BY:

EMC
- Engineers/Scientists, LLC
emc@emcengineerscientists.com | http://www.emcengineerscientists.com
PH: 541-774-9434 * Cell: 541-261-9929 * 6262 * Fax: 541-777-5488
Jillie Office: 450 Conestoga Dr., Jacksonville, OR, 97530
JP Office: 1867 Williams Hwy., Suite 216, Grants Pass, OR, 97527
Grants Pass * Jacksonville * Medford, OR

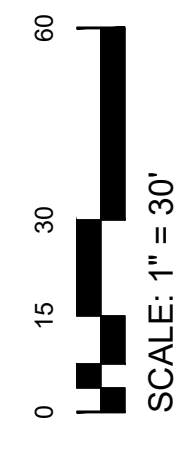
RENEWAL DATE: 12/31/23
DON (JACK) A. KVIN
OREGON
42,650 PE
REGISTERED PROFESSIONAL ENGINEER

**PORT OF BROOKINGS HARBOR
BOAT YARD PAVING**
16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415

DRAWN BY: CD/JW
DATE: 15 JULY 2022
JOB No: 22-202201
SHEET No:
C4.0
STORMWATER
CONVEYANCE



1 STORMWATER CONVEYANCE
SCALE: 1" = 30' (24x36)



LEGEND
— APPROX. DIRECTION OF DRAINAGE FLOW

PORT OF BROOKINGS
MAP 4113-08A TL 1500

BROWN
MAP 4113-08AA TL 4100

NIED
MAP 4113-08AA TL 4000

GRIFFITH
MAP 4113-08AA TL 4200

DRIETWOOD, LLC
MAP 4113-08AD TL 4000

Pole Barns				
Company	Parker Buildings	Hansen Buildings	Pacific Pole Buildings	Locke Buildings
Building Size	24x36x17	25x40x16	25x40x16	25x40x16
Overhang	24"	24"	24"	24"
Roof Type	Gable	Gable	Gable	Gable
Roof Slope	4 / 12	4 / 12	4 / 12	4 / 12
Roofing Gage	29	29	29	29
Siding Gage	29	29	29	29
Snow Load	30#	25#	50#	25#
Door	1	1	1	1
Overhead Door	1 - 12'x14'	1 - 12'x14'	1 - 12'x14'	Not Included
Wind Load	135	120	40 Year	40 Year
Warranty	40 Year	25 Year	40 Year	40 Year
Designed without Concrete Floor		X		
Pressure Treated Lumber for Ground	X	X	X	X
Delivery	Included	Included	Included	Included
Price Valid Duration	7 days	1 day	30 days	7 days
Fabrication Time			1 - 2 months	1 month
Total Cost	\$ 26,462.00	\$ 23,468.00	\$ 19,969.00	\$ 20,941.00
Add Overhead Door Cost				\$ 2,200.00
				\$ 23,141.00

Budget Numbers	
Permits (Planning/Building)	\$ 3,000.00
Civil Engineering	\$ 1,500.00
Base Grading	\$ 2,000.00
Water Spigot (outside building)	\$ -
Electrical - Coos Curry Electric	\$ 5,000.00
Electrical (200amp / 1-welding plug)	\$ 11,000.00
Plumbing (stubouts)	\$ -
Concrete Column Posts (8ea - 1.8cy)	\$ 1,500.00
Concrete Slab (12cy)	\$ 2,000.00
Roof Gutters (\$8/ft)	\$ 1,040.00
Asphalt (1,200sf)	\$ 5,000.00
Equipment (Port)	\$ 5,000.00
Labor (Port) 4-labors for 3-weeks	\$ 15,000.00
Equipment (Rent)	\$ 2,000.00
Labor (Contractor)	\$ 2,500.00
Sub-total	\$ 56,540.00
Total Budget for 1 Building	\$ 76,509.00



"Everything Else is Just a Barn"

Name	Gary Dehlinger			
Address	Brookings, OR. 97415			
Phone	541 373 0280			
Email	gary@portbrookingsharbor.com			
Width	Length	Height	Overhang	Pitch
25	40	16	24	4

Base	Upgrades	Options	Total	Labor and Taxes
16,822	638	2,510	19969	Not Include

Simple 3 pay system

Engineering	Lumber	Metal
Down Pay	2 nd Pay	Final Pay
5,134	7,624	7,211

One of the most complete packages available

A Standard Package Material Includes

- > Poles #2 Fir/Hem 1.60 cca Pressure treated for Truss Support
- > Engineered Trusses up to 50# snow load Clear Span Steel Plate
- > #2 Premium Fir Flat Wall Girts and Roof Purlins 24" on Center
- > R-11 Foil Insulation Barrier Add Inc Upgrade 15/32" CDX
- > 29 Gauge Metal Walls 40 Yr Paint Warranty matching color screws
- > 29 Gauge Metal Roof 40 Yr Paint Warranty matching color screws
- > Full wrap Trim includes rodent, corners, eaves, gables
- > Includes All hardware, nuts, bolts, hangers, color matched screws

Engineering Included Delivery Included

X We are including our exclusive R-11 Insulation Barrier a superior product that outperform anything on the market by reducing radiate heat 97%

B Custom Upgrades Available

#		Roof		
1	X	R-11 Foil Insulation Vapor Barrier or R-4 Roof Shield over CDX or OSB Reduces Radiant Heat	\$638	638
2	0	Plywood on Roof 15/32" 4 Ply Acts as Vapor barrier strengthens building	\$1,050	0
3	0	OSB on Roof 7/16 economical sub roof helps strengthens building	\$840	0
4	0	Synthetic Underlayment Superior water proof underlayment over CDX or OSB	\$250	0
5	0	R-11 Interior Ceiling Insulation Foil The finest stand alone or insulated underlayment	\$638	0
6	0	Lok Seam 26 Gauge Roof No exposed screws Long Lasting	\$0	0
7		Composition Roof A way to match the roof of a home	\$2,921	0
#		Walls		
8	0	Wall Foil Wrap (R-8 Insulation) Cool in the summer warm in winter	\$1,063	0
9	0	Commercial Girts Best for residential allow easy insulation	\$545	0
10	0	CDX on Walls Residential Barns - along with R 11 wall wrap	\$0	0
11	0	OSB on Walls Affordable option to strengthen wall	\$0	0
12	0	Hardy Plank Wall or other Wood, stone and other options	\$638	0
13	0	Take off Wall Girts Roof Only Building	\$0	0
14	0	Take off Wall Metal Option for other material on walls	\$0	0
15		Adjustments	0	0
				638

C Options Windows, Doors and Overheads

#				
1	0	Windows with Trim 4X4 Slider White Vinyl Double Pane with Screen	\$200	0
2	1	Man Doors with Trim 3'X6'8" Steel Insulated (R-12) steel Casing	\$280	280
3	1	Overhead Doors Various Insulated White Panel 29 Guage Interior Lock	\$2,200	2,200
4	0	Slider Door Kit (Complete) White vertical 16 gauge, hangers & rails with hardware	\$675	0
5		Additional Trim Needed for windows, overhead doors and man doors	\$30	30
6	0	Ft Enclosed Lean-to-Wall Side Roofing material to match main barn	\$0	0
7	0	Ft Enclosed Lean-to-Wall Side Roofing material to match main barn	\$0	0
8	0	Ft Open Lean-to-Wall Back Roofing material to match main barn	\$0	0
				2,510

Estimate valid for 30 days. Actual costs are determined at the time material is purchased to comply with engineering requirements to meet local building codes, snow and wind loads specific to your building site. Refund and Payment policy. It is the responsibility of the property owner to validate the building being purchased can be built on the stated property. Payments are based on a percentage of material costs. If engineering has been ordered and within 30 days of deposit a refund of 70% of the deposit will be reimbursed. Once Final engineering has been ordered or within 60 days of deposit a refund of 40% of the deposit will be reimbursed. After 90 days the deposit is fully earned regardless of materials being ordered. After engineering is stamped any changes to plans will require a written (no verbal) change order request and will have a minimum charge of \$500. Materials purchased by property owner separate from this estimate must be identified within the estimate as a credit. There will be no adjustments to the deposit as a credit against material supplied by the customer.



EAVE	10'	13'	15'	17'
24 x 36	\$13,951	\$16,834	\$18,633	\$20,762
30 x 36	\$15,711	\$18,474	\$20,498	\$22,804
30 x 48	\$17,954	\$20,902	\$23,265	\$25,809
36 x 36	\$17,218	\$20,130	\$22,246	\$24,669
36 x 48	\$19,729	\$22,809	\$25,229	\$27,157
40 x 48	\$21,203	\$24,262	\$26,580	\$29,649
40 x 60	\$23,825	\$27,145	\$29,776	\$32,440

Locke Buildings

PO Box 2519
Estacada, Or 97023

CCB 173037CCB 173037
Wash Reg CC LOCKEB*788J7

Office 503.630.3183 M-F 8-4:30pm

Contract

Date: 11/17/2023 Estimator: Arturo
 Client Name: gary Dehlinger Client Phone Number: (541) 373-0280
 Job Site Address: 16330 lower Harbor Rd Emergency Contact: Gary@portofbrookingsharbor.com
 Brookings, OR Customer Email: Gary@portofbrookingsharbor.com
 County: Curry

Supervisor Approval	Initials		Date	
---------------------	----------	--	------	--

Project Description	Main Building				
To provide materials for one 25' x 40' pole building with 24" overhangs	Width	Length	Eave height	Clearance-plus/minus	Overhang
	25'	40'	16' 6"	15'	24"

Kit materials to include the following

- > Engineering: To supply structural engineered plans (permit fees not included)
- > Posts: Bid based on pressure treated posts 6x6 corners, 6x8 gables and eaves
- > Skirt board: 2x8 pressure treat skirt board
- > Wall Girts: 2x6 - 24in on center standard wall girts (Nailed on outside of post)
- > Roof Purlins: 2x6 - 24in on center roof purlins
- > Trusses: 25' Clear span pre-engineered trusses, 25# Roof snow load, 4:12 pitch
- > Wall Siding: 29ga. ribbed wall siding (40 year paint warranty, Some colors are extra cost)
- > Roofing: 29ga. ribbed roofing (40 year paint warranty, Some colors are extra cost)
- > Overhangs: 24" on all sides. The soffit will be open on bottom side.
- > Man Door: One 3' - plyco 95 series all steel man door-single bore inswing (color white)(**Door provided**)
- > Overhead Doors: **One 12' x 14' framed and trimmed opening. (overhead doors not included)**
- > Vapor barrier: 1/2" CDX Plywood/ with vapor barrier (**under roof metal**)
- > Trim: TRIM OPTIMISED- Corners, overdoor jamb and c-casing "Full Length". Trim also included- ridge, rodent, gable, eave. Fascia boards wrapped with metal.
- > Hardware: (Hangers, screws for corbel blocks) **Nails not included**
- > Shipping: Shipping charge included in this bid
- NOT INCLUDED: Nails, overhead door, concrete post footings, backfill for post holes (rock or concrete)**

Bid good for 7 days Kit price due at signing **20,941**

Options: Initial beside desired option you want to add
 > Roof upgrade Upgrade roof to 26ga standing seam (no screws exposed) requires plywood **1,854**

All materials are subject to manufacturer's warranty. **This bid does not include the cost of shearwall or increased post size due to engineering requirements. If engineering determines these are required, then a change order will be made to account for the difference in cost.**

 Locke Buildings Date Owner Date

 Printed Name Printed Name

We are working on your custom estimate. You will receive another email from one of our team members once it is ready.

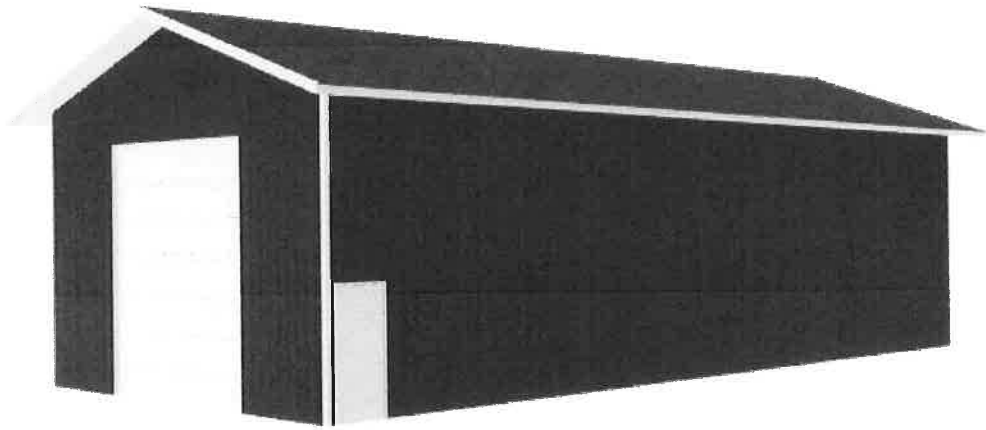


Locke Buildings
 1105 NW Noble Dr.
 Estacada, OR 97023
 (503) 630-3183
 info@lockebuildings.com

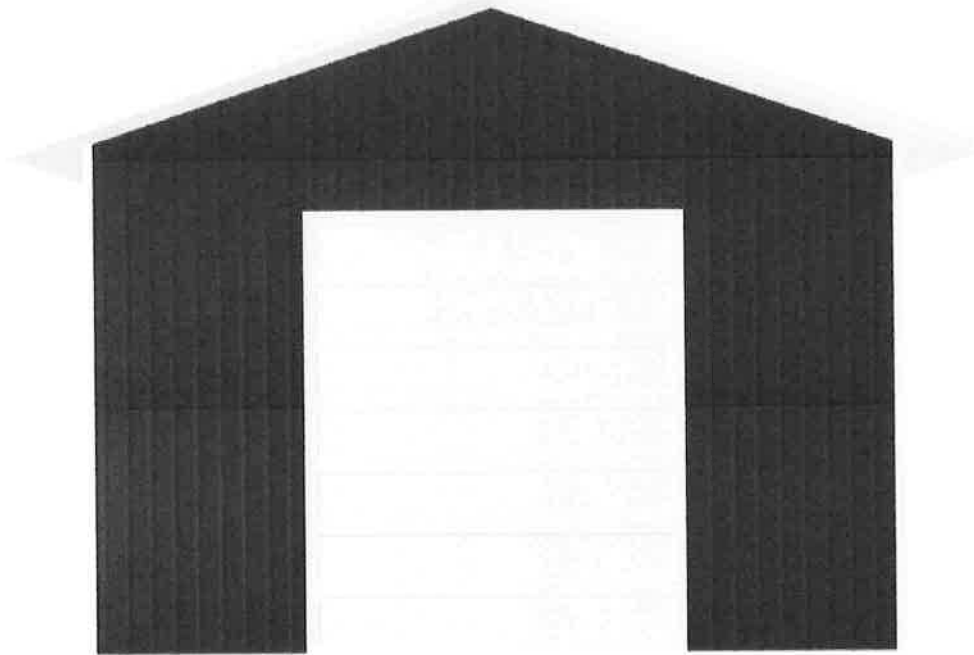
Customer Order - Nov 17, 2023

Ship To		
Name	Gary Dehlinger	Order # 1699904613938158
Install Address	16330 Lower harbor Rd	
City	Brookings	State OR Zip Code 97415
Email	gary@portofbrookingsharbor.com	Phone # 541-373-0280 Mobile #
Building Info	Size	Color
Style:	Gable	Roof Gray <input checked="" type="checkbox"/>
Roof Overhang:	24" Overhang	Trim: White <input type="checkbox"/>
Roof Style:	Magna Rib	Siding: Slate Blue <input checked="" type="checkbox"/>
Leg Style:	Standard	
$\frac{26'}{\text{Width}} \times \frac{60'}{\text{Length}} \times \frac{16'}{\text{Eave Height}}$		
Design Link & Notes		
Additional Comments Working With Arturo.		

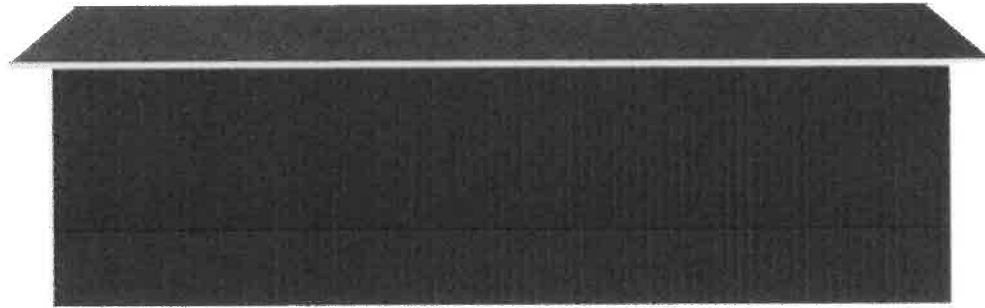
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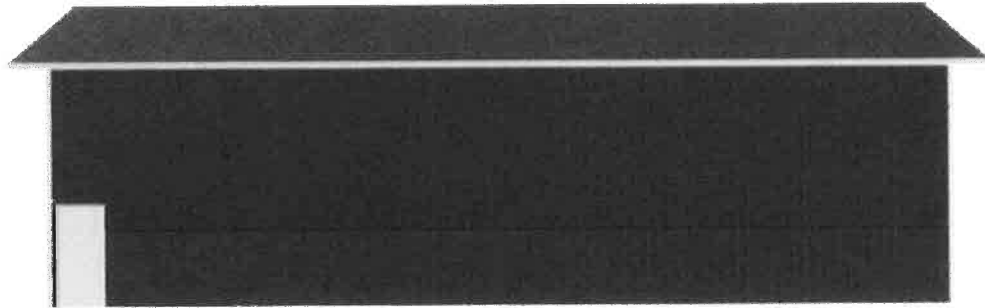
Perspective View



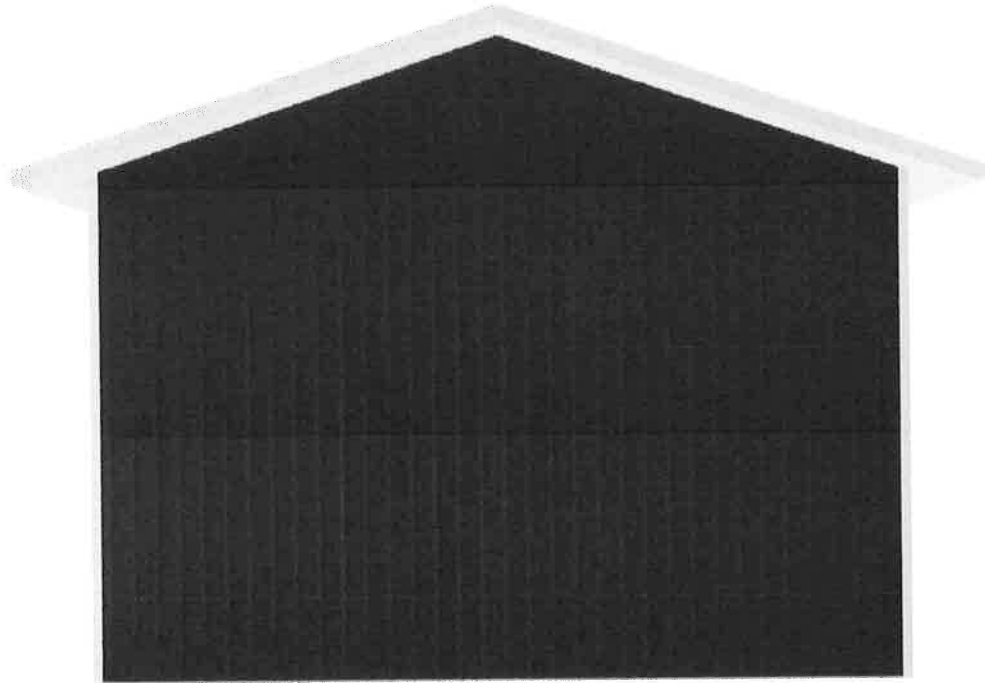
Front



Left Side

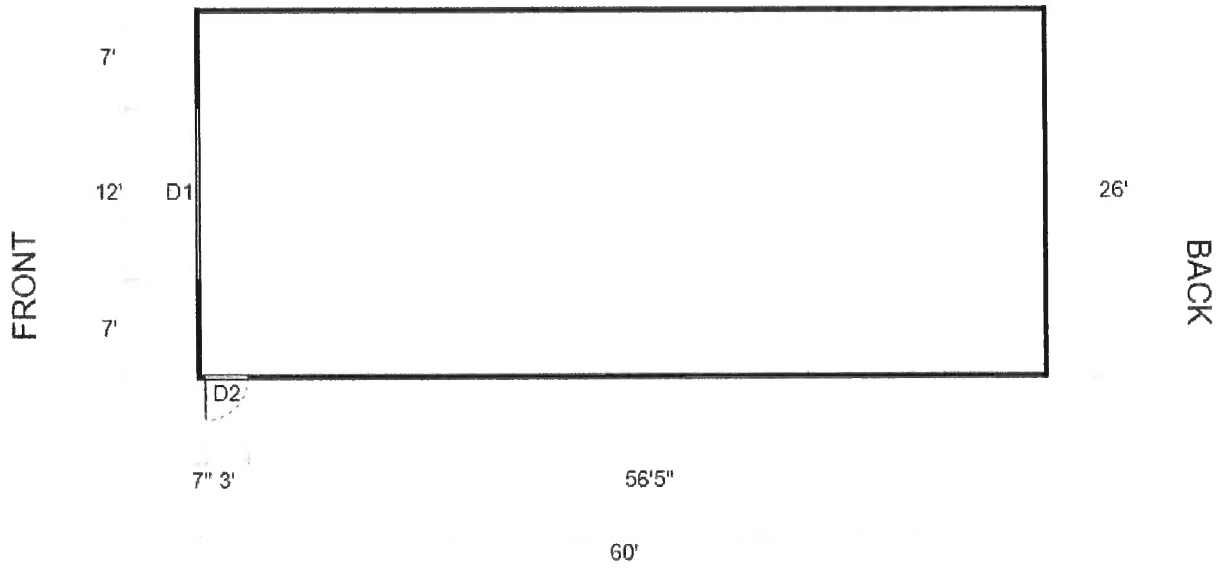


Right Side






Back

LEFT SIDE



RIGHT SIDE

SYMBOL LEGEND	
 D1	12' x 14' Garage Door
 D2	3' All Steel Man Door
	Closed Wall

Section	Description	Quantity
Structure Details		
	Style: Gable	1
	Base Size: 26'x60'	1
	Metal Roof: Gray	1
	Trim: White	1
	Siding: Slate Blue	1
	Garage Door: White	1
	Frame Spacing: 12 Ft Bay Spacing	1
	Roof Style: Magna Rib	1
	Roof Pitch: 4 / 12	1
	Roof Overhang: 24" Overhang	1
	Trusses: Standard Truss	1
	Leg Height: 16'	1
	Left Side: Fully Enclosed	1
	Left Side Siding: Magna Rib	1
	Right Side: Fully Enclosed	1
	Right Side Siding: Magna Rib	1
	Front End: Fully Enclosed	1
	Front End Siding: Magna Rib	1
	Back End: Fully Enclosed	1
	Back End Siding: Magna Rib	1
Doors & Ramps		
	3' All Steel Man Door	1
Garage Doors & Ramps		
	12' x 14' Garage Door	1
Additional Options		
	Standard Girts	

Signatures

Customer Signature:	
Date:	
Delivery Date (may vary depending on weather):	
Delivery Notes:	

Dealer or Manufacturer Signature:	
Date:	

Pricing Table (For Internal Use): - Default Region

This estimate is provided by Locke Buildings. Use of this estimate with any other company violates the terms and conditions of Locke Buildings and will be subject to legal action.



Locke Buildings
 1105 NW Noble Dr.
 Estacada, OR, 97023
 (503) 630-3183
 info@lockebuildings.com



Hansen Buildings
 12167 Lake Rd
 Browns Valley, MN 56219
 Ph. 866-200-9657 | Fax 866-200-9658
 Building designer: Doug Peterson
 available directly at 605-646-3523
 Quote #1, issued 11/18/2023

Personal Details

CLIENT INFORMATION

Gary Dehlinger
 gary@portofbrookingsharbor.com
 (541) 373-0280
 Brookings, OR
 Curry County

JOBSITE ADDRESS

Gary Dehlinger
 Brookings, OR
 Curry County

Main Building Details

Building type: Gable
Width: 25' (peaked end—"endwall")
Length: 40' (gutter side—"sidewall")
Eave height: 16' 7" (not interior clear height)
Roof slope: 4 / 12
Walls: Building designed to be fully enclosed

Included Items

Overhangs

Main Building: Open 24" overhangs on all sides

(1x) 12' wide x 14' tall short panel sectional steel overhead door

White colored
 Not insulated
 Normal track track
 Placed 6' from the left corner of the Front Endwall of the Main Building

(1x) 4' wide x 6' 8" tall Commercial-grade insulated steel entry door

White colored
 Includes all-steel frame, factory finished and painted
 Placed 6' from the left corner of the Right Sidewall of the Main Building

Premium steel trim package

Client agrees to take materials as soon as possible after order unless noted otherwise

Engineer sealed plans

2 sets of engineer sealed plans from a professional engineer registered in your state
 Includes Hansen Buildings limited lifetime warranty

Total price: \$24703

ACH discount: \$(1235)

Total price after ACH discount*: \$23468

* ACH discount applicable only to sales that are paid in full at time of purchase.

Optional Items

Below are the prices of items that are commonly requested by other clients.

*These items and prices are **not** currently included in your building kit.*

3' wide x 3' tall dual-glazed sliding vinyl window Includes screen	\$400
4' wide x 3' tall dual-glazed sliding vinyl window Includes screen	\$434
Roof steel with dripstop	\$778
Ridge vent	\$219
Eave lights	\$311
Wainscot	\$608
Steel offloading	\$199

Building Material Kit

Unless noted differently, this building material kit includes the following:

- Roofing: Colored 25 Year Warranty 29g Steel
- Siding: Colored 25 Year Warranty 29g Steel
- Colored 29g steel trims for walls and roof
- Structural building columns pressure preservative treated for in-ground use
- All embedded structural building columns to include one uplift plate per column
- **Building designed without concrete floor installed**
- Pressure preservative treated splash plank - minimum #2 grade lumber
- Dry dimensional (no Green) framing lumber - minimum Standard or #2 Graded (no utility or #3)
- Engineered pre-fabricated wood roof trusses (double trusses for interior clearspans) or rafters
- All specialty nails, bolts and hangers
- Powder coated color matched screws to attach steel roofing and siding
- Complete detailed and itemized material list
- The industry's best Construction Manual - FULLY ILLUSTRATED!
- Two sets of large 2'x3' building plans (unless otherwise noted)
- Roof trusses NOT designed for a ceiling load, BCDL (Bottom Chord Dead Load) of 5 psf
- Wall frame NOT drywall ready
- Does not include any framing nails which would normally be driven by a nail gun or concrete














If an item is not listed above, it is **NOT** included in your kit.

This is a materials kit, **NOT** a pre-cut assembly kit. Manual cutting of materials will be required for assembly.

Do **NOT** schedule contractors or rent equipment for construction until you have confirmed materials have arrived on the ground in proper condition and quantities. Any charges incurred by scheduling third-party contractors or renting equipment while waiting for correct materials to arrive is done at your own risk and expense.

Design Criteria

Below are the structural design criteria that have been applied to this structure:

 <p>Building Code 2022 OSSC based on 2018 IBC</p>	 <p>Ground snow load (P_g) 5 psf Flat roof snow load (P_f) 25 psf Load duration factor (C_D) 1.15</p>
 <p>Building peak height 20' 9"</p>	 <p>Thermal factor (C_t) 1.2 Building interior is not heated.</p>
 <p>IBC Use Classification U Buildings intended for miscellaneous purposes that do not conform to any other occupancy use classification, generally including but not limited to agricultural buildings, sheds, and private garages.</p>	 <p>Wind speed (V) 130 mph Wind speed (V_{asd}) 100.70 mph Load duration factor (C_D) 1.6</p>
 <p>Occupancy risk category II Buildings and other structures that do not belong to risk categories I, III, or IV.</p>	 <p>Wind exposure category C Building is exposed to relatively unobstructed wind from smooth, open terrain.</p>
 <p>IECC climate zone 4</p>	 <p>Foundation pressure 2,000 psf</p>
 <p>Frost depth 40"</p>	 <p>Soils SW, SP, SM, SC, GM, GC Sand, silty sand, clayey sand, silty gravel, and clayey gravel.</p>
 <p>Seismic zone A</p>	

Load duration factors are taken from NDS Table 2.3.2.

Doors and windows, if included, are **NOT** wind rated unless otherwise indicated.


Provisions of the International Wildlife-Urban Interface Code have **NOT** been incorporated into this structure unless otherwise indicated.

You must confirm all code/design criteria with your Building Department prior to placing your order. We recommend taking this page to your building department for them to verify all design criteria listed above.

The quoted price is only valid for the current day.

Materials Kit Delivered FREE to you from our over 4,000 Local Distribution Centers

Where applicable actual ferry charges/costs will be in addition to the price quoted.

 Join us on Facebook and join our social Pole Building community:
<https://www.facebook.com/hansenbuildings>

For a comprehensive planning guide visit [FREE Building Planning Guide](#)

[Paint Your Building](#)

This quote contains proprietary information and may not be disclosed to third parties without the express written consent of Hansen Buildings.

QID: 2692425

gary@portofbrookingsharbor.com

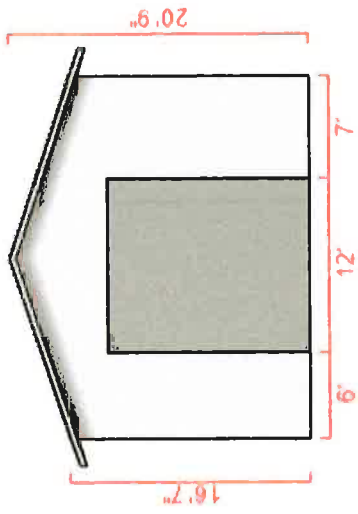
From: Doug Peterson <doug@hansenpolebuildings.com>
Sent: Friday, November 17, 2023 4:51 PM
To: gary@portofbrookingsharbor.com
Subject: Your Updated Hansen Building Quote
Attachments: Building Department Questionnaire 9_17_19_Rev.pdf; Dehlinger 25x40x16.58333333333333 Quote.pdf

Dear Gary,

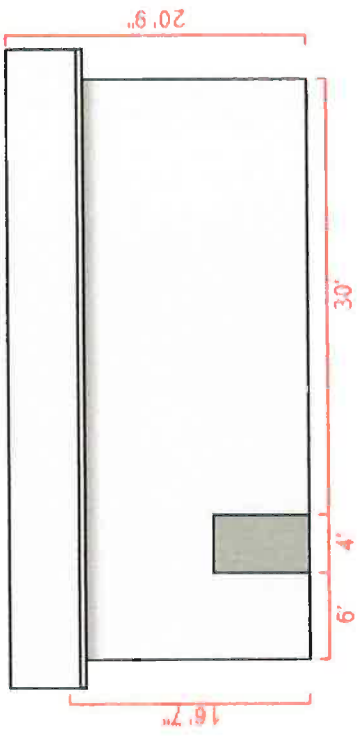
Thank you for your continued interest in Hansen Buildings. The updated building quote you requested is attached in pdf. **Our fully engineered custom designed kits help make your building affordable and are designed for Do-It-Yourselfers, or Contractors. Please keep in mind every Hansen Pole Building quote includes delivery, engineer-sealed structural plans and verifying calculations, our award-winning 500+ page construction guide, unlimited free Technical Support and a lifetime structural warranty.**

Please scroll down for elevation views of your new building.

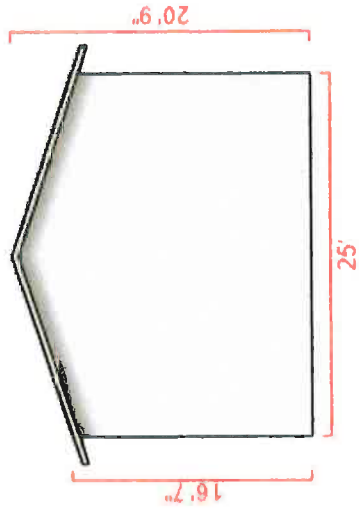
Front



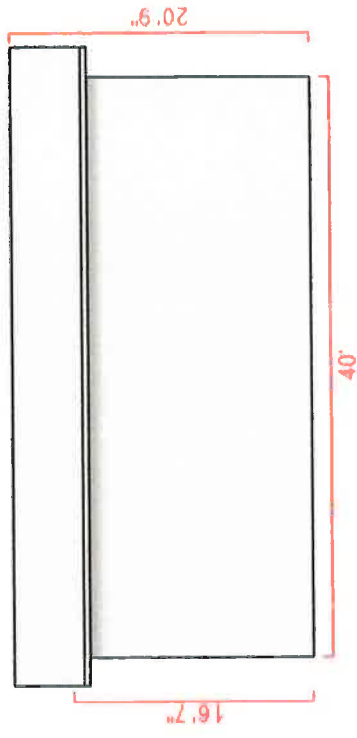
Right

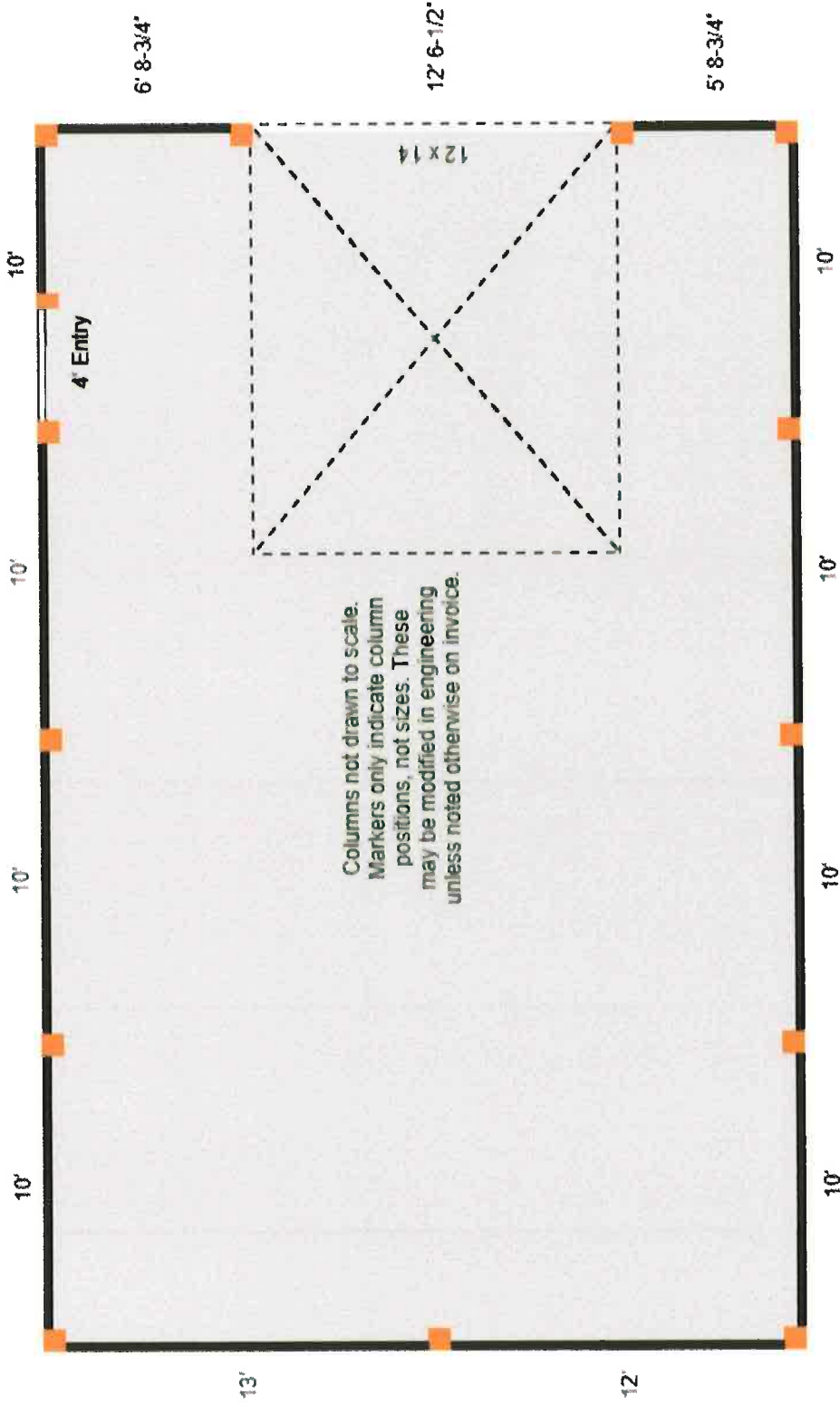


Back



Left





NOTE: Please contact your local building department to complete and return the attached questionnaire. A completed questionnaire is required to ensure pricing accuracy and guarantee your building plans will receive a permit.

Please call or email with any questions or changes. I look forward to speaking with you soon and working with you on your building project.

Thank you.

Best Regards,

Doug Peterson

Sr. Building Designer

Hansen Buildings

doug@hansenpolebuildings.com

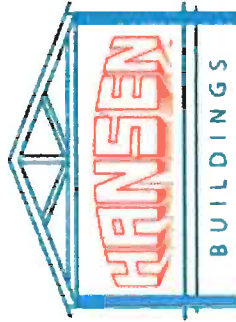
Direct: 605-646-3523

Please join my Facebook groups:

[**Pacific Northwest Barndominiums & Pole Barn Houses**](#)

[**Rocky Mountain Barndominiums & Pole Barn Houses**](#)

"We give you back your sanity, by helping you protect your valuable possessions in your own professionally designed custom building, with a 100% satisfaction guarantee and the industry's only limited lifetime structural warranty."



To be removed from future emails **Reply** with **REMOVE** in the subject line.

Building Department Questionnaire

Adopted Building Code: _____ IBC

Use and Occupancy Category: _____

Risk Category (Circle One Below):

- **Risk Cat. I** – Building represents a low hazard to human life in the event of failure. (Ex. Ag Buildings, Minor Storage Facilities)
- **Risk Cat. II** – All buildings and other structures except those listed in occupancy categories I, III, and IV. (Ex. Residences)
- **Risk Cat. III** – Building and other structures that represent a substantial hazard to human life in the event of a failure. (Ex. Educational buildings, Public assembly buildings or buildings with occupancy greater than 250.)
- **Risk Cat. IV** Building and other structures designated as essential facilities. (Ex. Hospital, Fire houses, Police Stations, Power Plants.)

Ground Snow Load (**P_g**): _____

Flat-Roof Snow Loads (**P_f**): _____

Snow Exposure Factor (**C_e**) (Circle One):

Terrain Category	Fully Exposed	Exposure of Roof Partially Exposed	Sheltered
B (see Section 6.5.6)	0.9	1.0	1.2
C (see Section 6.5.6)	0.9	1.0	1.1
D (see Section 6.5.6)	0.8	0.9	1.0

Wind Speed (Circle One): **V / V_{sd}** _____/mph

Wind Exposure (Circle One):

Wind Exposure B:	A site protected from the wind in all four directions, within ¼ mile, by trees, hills or other buildings. This would include building sites in residential neighborhoods and wooded areas.
Wind Exposure C:	A site open to the wind in one or more directions, for ¼ mile, with only scattered obstructions generally less than 30 feet tall in the "open" direction. This would include building sites in flat open country, grasslands and ocean exposed shorelines in hurricane-prone regions.
Wind Exposure D:	Areas with terrain which is flat and unobstructed facing large bodies of water over a mile or more in width. An example is the non-hurricane prone ocean shoreline or the Great Lakes.

Thermal Factor (**C_t**) (Circle One):

- **1.0** All structures except as indicted below.
- **1.1** Structures kept just above freezing and others with cold, ventilated roofs or attic spaces
- **1.2** Unheated structures

Allowable Vertical Foundation Pressure (Circle One): **2000 / 1500 / 1000**

Seismic Site Class (Circle One): **A / B / C / D / E / F**

Maximum Frost Depth: _____

How many sets of plans do you require? _____

Do you have a height restriction? **Yes / No** If **Yes**, What Is Height Limitation? _____

Building / Permitting Official

Title

Customer's Mailing Address	Site Address / Job Name	Contact Numbers
Gary Dehlinger	Port of Brookings Harbor 16330 Lower Harbor Rd. Brookings, Or. 97415	Home Phone: Work/Cell Phone:541-373-0280 Fax Phone: E-Mail:gary@portofbrookingsharbor.com

Building Size: 25' x 40' x 17'

This bid is for an engineered or permitted building as requested: For Curry County Building Department, with (IBC) 135 mph Wind Factor (3 second gust) **Category II, D** Exposure, Seismic zone **D2**, Soil Bearing **1500** pounds per square foot (psf) and **30 lb** psf Ground Snow Load. This bid is based on this information.

Features Included in this proposal

- **Clear span** with Trusses that are Pre-engineered (IBC) steel plate design with **30 lb** psf Ground Snow Load, **31b** Dead Load, **11b** Ceiling Load (not rated for a ceiling), **Roof Pitch is 4:12**
 - **Gable End:** Each Gable End will have a Truss. The Gable Trusses will have girts built in.
- **Interior Clearance:** With the Door Grade at **4"** from the Bottom of Skirt Board and Measuring from the Door Grade to the Bottom of Interior Truss, there will be **15' 6" ±** Inside Clearance.
- **Posts** are #2 / .60cca Pressure Treated type, as per Engineering Specifications. Door Posts are #2 / .60cca Pressure Treated type, 4" x 6".
 - Truss Bearing Posts will be sent 12" longer than required.
- **Skirt Board** are 2" x 8" ground contact Pressure Treated.
- **Wall Girts** are 2" x 6" GDF #2 or better at **24"** on center, Commercial type with Blocks.
- **Roof Purlins** are 2" x 6" GDF #2 or better at **24"** on center Stacked type.
- **Steel Panels** Roof & Walls – 40 year Painted Finish (see color Chart for Warranty).
 - Steel is **29-gauge** with a minimum tensile strength of 80,000 PSI.
 - Steel panels will be fastened with matching colored screws.
 - Magnetic 410 Stainless Steel screws (matching colored) are provided for attaching the metal siding to the ACQ pressure treated skirt board.
 - The wall metal will be left up so there is a **4" exposure** on the bottom of the skirt-board.
 - Steel roof panels will be **one piece** (from the eave to the peak).
- **Trim Package** Corners will be trimmed with Outside Corner Cap. Gables will be trimmed with Step Gable Trim. Overhead Doors will be trimmed with Jamb Trim and C-Casing. Entry Doors will be trimmed with C-Casing. Fascia Boards will be trimmed with Standard Fascia Trim.
- **Base Metal Trim** A 90 degree flashing will be installed at the bottom of the wall metal. One leg of the flashing will go behind wall metal and the other leg will close up the gap that is caused by the corrugated rib.
- **Formed Closure** Foam Closure that matches the Roof Metal Profile installed under the Ridge-cap.
- **Roof Condensation Control** 2" CCB - Condensation Blanket Insulation with reinforced facing.
- **Overhangs:** 24" wide on all sides. **The Soffit will be exposed to the weather.**
- **Entry Door** (1) 3'x6'-8" #95 utility type with **Primer White** Coating, 28-gauge smooth steel clad, foam core insulated (R-12), 16-gauge Steel Jamb, Aluminum Threshold, keyed lockset, 4-way universal swing.
- **Overhead Door** (1) 12' w x 14' h, Non-insulated, Wayne-Dalton #2400 series with INSIDE Slide Latch & Two-coat, Baked-on Polyester Finish (**White**). The Track is a standard 2" track with a 14" Radius. **Every panel will have a strut.** The Door is located on the Gable End Wall (*NOTE for Automatic Opener: Mechanical Operation is recommended. There may not be enough head room clearance for the Opener. The Opener Installer is responsible for the correct reinforcement attachment when connecting the Door Opener Attachment Bracket Arm to the Overhead Door Panel).
- **Engineered Plans:** Structural Engineered plans **WILL SHOW** a Concrete Slab.
- **Construction Plans:** The Construction Plans and Material List will be provided.
- **Nails:** All nails needed to construct this building are included. The Framing Nails WILL be 16d 21 Degree Strip Gun Nails, all other required nails will be sent loose.
- **Hardware:** All Hardware needed to construct this building are included.

MATERIAL PRICE **\$26,462.00**

Price based on level building site. (For Permitted Buildings the post embedment is required to be in native soil).

FREIGHT **Included**

Site Accessibility: This agreement is based on adequate access for truck delivery. Access means the truck must be able to enter the site, turn around and exit the site. Multiple unloading locations will cause additional cost to the customer. Additional access will be necessary when special unloading is required. Special unloading may incur additional cost to the Customer.

Notice: The delivery driver will have the Release Form which will need to be signed before the truck can enter the property.

2% TRANSACTION FEE WILL BE ADDED TO ANY PAYMENT MADE WITH A CREDIT OR DEBIT CARD

Payment Schedule:	Down payment at signing:	\$13,231.00
	#1 Material payment at delivery:	\$13,231.00
	Total Contract Amount:	\$26,462.00

Items NOT included in this price.

- **Permits:** Customer will obtain and pay for all Permits.
- **Ventilation** With all construction projects, ventilation should be considered. Good ventilation will help control the moisture buildup of your building. With the known intended use of the building the ventilation can be figured by the venting manufacturer.
- **6" Concrete Post Footings:** Customer will provide and install the post footings.
- **Post Hole Backfill** 3/4" crushed rock or concrete (according to the engineer's specifications).
- **Gutters & Downspouts:** By others.

Parker Buildings has been providing quality Pole Buildings since 1982. We look forward to working with you on your project and we thank you for your consideration. Please feel free to contact us if you need anything else.

Sincerely,
Ryan Begley
Project Estimator

ACTION ITEM – E

DATE: December 20, 2023
RE: Atlas Coffee Stand Lease Agreement
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- September 20, 2023 Board approved Atlas Coffee Stand lease.

DOCUMENTS

- Letter from Theodore Hazen, Owner of Atlas Coffee, 1 page
- Commercial Lease Agreement, 10 pages

COMMISSIONERS ACTION

- Recommended Motion:
 1. Motion to approve a reduced rate of \$ _____.
 2. Motion to approve suspending lease until March 1, 2024.
 3. Motion to approve suspending lease until March 1, 2024 and add suspended time to end of lease.
 4. Motion to approve no action.
 5. Other options presented by the Board.

Dear Members of the Board,

I hope this letter finds you well. My name is Theodore Hazen, and I am the proprietor of Atlas Coffee. I am writing to formally request the suspension of my lease agreement for a temporary period due to unsustainably low business in this winter season.

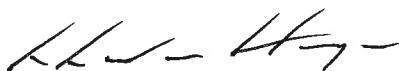
I have thoroughly enjoyed my time in operation at the Beachfront RV Park, and I greatly appreciate the efforts of the board in maintaining high standards of business and tourism within the ports community. Unfortunately, I find myself plummeting deeper into the financial "red". This is primarily due to winter weather and having little to no place for customers to try and stay dry or warm while they wait for coffee. Each week of rain accounts for debt that the business doesn't recover from during the few good days of sun.

I fully understand the terms and conditions outlined in my lease agreement, and I am committed to resolving this matter in whichever way all of you agree to. I kindly request that the board consider my situation and, if possible, grant a suspension of my lease for a period of 3 months starting the month of December and concluding at the end of February for a March 1st opening. If a full suspension is not possible a partial suspension with reduced location rent would also be helpful and make the winter more manageable. In the time of suspension the coffee shop would be closed and business would also cease for the duration of the lease suspension.

If necessary, I am open to discussing this matter further in person or over the phone at a time convenient for the board. I am confident that with your understanding and cooperation, we can reach a mutually acceptable solution.

Thank you for your time and consideration of my request. I look forward to hearing from you soon.

Sincerely,



Theodore Hazen
Atlas Coffee
16035 Boat Basin Rd #22
Harbor, OR 97415

RECEIVED

DEC 5 2023

COMMERCIAL LEASE AGREEMENT
Atlas Coffee Stand

This Commercial Lease Agreement is made and entered into at Brookings, Oregon, effective the 21st day of September, 2023, by and between the **Port of Brookings Harbor**, an Oregon special district (referred to herein as the "Landlord") and Theodore & Courtney Hazen **dba Atlas Coffee Stand** (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 84 square-feet of Bare Ground, (the "Leased Premises," as described in in Exhibit "1"), located at Beachfront RV Park, Site #65, 16024 Boat Basin Road, Brookings, Oregon.

2. Lease Term and Base Rental Rate.

a. **Initial Term.** The initial term of this lease is one (1) year commencing September 21st, 2023 and continuing through September 20, 2024.

b. **Base Rental Rate.** The base rental rate for the Leased Premises is Five Hundred Dollars (\$500.00) per month, as calculated below, payable on the first day of each month commencing September 1, 2023. The base rental rate is the combined rate of:

1. The bare ground consists of 84 square feet of property at a flat rate of Five Hundred Dollars (\$500.00) per month.

c. **Option to Renew.** Upon termination of the Initial Term of this agreement, Landlord grants to Tenant the option to renew this Agreement in whole or in part of the Leased Premises, for one (1) additional one (1) year term at terms and conditions to be negotiated, provided that: (a) Tenant is not in default of this Agreement at the time the option is exercised; (b) Landlord does not need the ground for its own use; and (c) Landlord is otherwise satisfied with Tenant's use of the Leased Premises during the Initial Term. The parties agree to negotiate in good faith with respect to the renewal terms and conditions on terms at least as favorable as those offered to any other tenant of Landlord at the time.

d. **Notice of Intent.** Tenant shall notify the Landlord in writing ninety (90) days prior to expiration of the Agreement of Tenant's intent to exercise all or any portion of Tenant's option to extend the lease. Failure to provide such notice is a default and a material breach of the Agreement and Landlord may terminate the Agreement on the expiration date and retake possession of the Leased Premises with or without process of law.

3. Base Rent Payment.

a. **Annual Adjustment.** Tenant must pay the base rent for the Leased Premises and any additional rent provided herein without deduction or offset. If Tenant exercises the option to renew contemplated in Section 2(c) of this Agreement, the base rent will increase annually, on each anniversary of the Lease Commencement Date for the second and each subsequent year, according to the Consumer Price Index for All Urban Consumers (CPI-U). The base rent increase will be for the total amount of the base rent due. Base rent includes all prior percentage increases. In the event that the CPI-U is negative, the base rent will remain the same and will not increase or decrease.

b. **Proration.** Rent for any partial month during the lease term will be prorated to reflect the number of days during the month that Tenant actually occupied the Leased Premises.

c. **Additional Rent.** Additional rent means any other sums payable by Tenant to Landlord under this 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 coffee trailer parking and for no other purpose without Landlord's written consent. In connection with its use of the Leased Premises, Tenant must, at its sole expense, promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including those of the Port of Brookings Harbor, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Port of Brookings Harbor, wherever located. Tenant must not create or maintain any nuisance or any objectionable fumes, noise, or vibrations while using the Leased Premises.
6. **Equipment.** Tenant may install in the Leased Premises only such equipment as is customary for the intended *use* and must not overload the 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 furnish to Tenant access to water, trash, sewer, and electrical utility hook-ups on or adjacent to the Leased Premises. 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 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, mechanics, 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 unrestricted Port public parking areas.
- 37. **Trash.** The Landlord will identify one dumpster located on Port property that Tenant may use for the disposal of garbage. Tenant will not dump garbage on Port property outside of the designated location identified by Landlord. All garbage generated from Tenant's operations must be bagged and tied, and any boxes must be broken down.
- 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.

PORT OF BROOKINGS HARBOR, Landlord	Atlas Coffee Stand, Tenant
Dated: <u>9-20-2023</u>	Dated: <u>9-21-2023</u>
By: <u>[Signature]</u> ATTEST: <u>[Signature]</u>	By: <u>[Signature]</u> By: <u>[Signature]</u> Name: Theodore and Courtney Hazen Its: Member / Owner
Mailing Address: P.O. Box 848 Brookings, OR 97415 Phone: 541-469-2218 Fax:	Mailing Address: <u>15861 US 101s Brookings OR 97415</u> Phone: <u>9788704903</u> Phone: <u>5412541027</u>

Exhibit 1

Atlas Coffee Stand Location

Beachfront RV Park Site #22



INFORMATION ITEM – A

DATE: December 20, 2023
RE: Community Listening Session in Bandon
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Senate President Rob Wagner, Senator David Brock Smith, and Representative Court Boice were in Bandon for a Community Listening Session.
- Gave an update on our FEMA and Wastewater Treatment Plant projects and an update on our infrastructure needs.

DOCUMENTS

- Letter on Boat Yard, Travelift Ramp, and asking for assistance, 1 page



Port of Brookings Harbor

This Institution is an Equal Opportunity Provider

Port of Brookings Harbor, Boat Yard Travel Lift Ramp Replacement
Project Concept 2022-2023

TO: The Honorable Senator David Brock Smith

This is a brief, factual statement to introduce you to the current issue and problem the Port is entrusting to our legislative leadership to help us resolve. The boat yard facility that has been established for 44 years services commercial, recreational and Coast Guard vessels as a do-it-yourself repair yard. The Port owns and operates the equipment for haul-outs and to assist in vessel repairs. This small shipyard is a critical part of Port operations and economic security, fostering the region, and contributing millions in gross domestic product.

We are now seeking financial assistance to improve a critical infrastructure piece (travel lift ramp) of the boat yard repair facility. The travel lift ramp was built in 1980 and has served the Port, Coast Guard Station, and commercial and recreational vessels ever since.



With the closure of boat yard facility in Crescent City, California, the Port of Brookings Harbor is the only boat repair yard within 100 miles of the Oregon / California boarder. This increases the critical infrastructure needed to provide a boat repair facility in this region.



With your support to secure and grant this project of \$1 million we can continue to ensure a safe and operational boat yard facility for this region.

Thank you for your continued support.

Regards,

Travis Webster
Port Manager

INFORMATION ITEM – B

DATE: December 20, 2023
RE: DEQ 1200-Z Stormwater Test Results
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Port completed its third out of four yearly stormwater tests on November 2, 2023. Samples were taken early in the morning; we have 12 hours to take samples once discharge begins.
- Test results show the only place that failed was copper in the boat yard. Because the boat yard outfall 103 is already under Tier II status for copper, a corrective action report has already been completed by an engineer to correct the benchmark exceedance by installing an oil water separator.
- October 18, 2023 Board approved for State and Local Fiscal Recovery Funds to be spent purchasing oil water separators for the Boat Yard and Gear Storage areas.

DOCUMENTS

- Statewide Benchmark, 1 page
- Stormwater Test Results, 7 pages

1200-Z NPDES Monitoring Requirements

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

Georegion	Pollutant	Statewide Benchmark	Unit	Frequency
Marine Waters	Total Copper	0.025	mg/L	Four times per year
Marine Waters	Total Lead	1.10	mg/L	Four times per year
Marine Waters	Total Zinc	0.46	mg/L	Four times per year
Marine Waters	pH	6.0 - 9.0	s.u.	Four times per year
Marine Waters	TSS	100	mg/L	Four times per year
SIC code of Industrial Activity	Pollutant	Sector-specific Benchmark	Units	Frequency
4493	Total Aluminum	1.10	mg/L	Four times per year
2092	N/A	N/A	N/A	N/A
Receiving Water LEID: 1242700420450 AUID: 100278 River Mile: 0.15	Pollutant	Impairment Concentration	Units	Frequency
Chetco River	N/A	N/A	N/A	N/A
Technology-based Effluent Limit	Pollutant	Numeric Effluent Limit	Units	Frequency
N/A	N/A	N/A	N/A	N/A



Grants Pass Water Lab

"Fast & Reliable Water Testing Since 1978"

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

Mail To:

Port of Brookings Harbor

Attn:

16330 Lower Harbor Road
Brookings, OR 97415

Date:

November 21, 2023

Address of Source:

16330 Lower Harbor Rd

Sample ID #:

22303823

Project Name:

Port of Brookings Harbor

Analysis Report

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

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

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

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

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

Sincerely,

Doree Schaafsma
Laboratory Director

Sample Information

Sample ID: 22303823	Collectors Name: Danielle King
Address of Source: 16330 Lower Harbor Rd	Sample Point: Pacific Seafood - 305
Project Name: Port of Brookings Harbor	Source: StormWater
Received Date: 11/02/2023	Treatment System: None

Results of Chemical Analysis

Sample Notes:	Pacific Seafood			Collection Date:	11/02/23 8:20 AM				
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst	ID	Data Flags
Copper	EPA 200.7	0.006	0.0150	mg/L	0.025	11/03/23 1:25 pm	PVS	AA	Tier 2
Lead	SM 3113 B	0.01	ND	mg/L	1.10	11/03/23 9:16 am	PVS	AC	
Total Suspended Solids	EPA 160.2	1.0	42.00	mg/L	100	11/03/23 4:13 pm	PVS	AD	Tier 2
Zinc	EPA 200.7	0.06	ND	mg/L	0.46	11/03/23 1:25 pm	PVS	AE	
Aluminum	EPA 200.7	0.04	0.8957	mg/L	1.10	11/03/23 1:25 pm	PVS	AF	

DEFINITIONS AND DATA FLAGS

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

White - No EPA Limit

Low Risk
within EPA Limit

Medium Risk

High Risk
Exceeds EPA Limit

Call the Lab to Discuss

Sample Information

Sample ID:	22303824	Collectors Name:	Danielle King
Address of Source:	16330 Lower Harbor Rd	Sample Point:	Bornstein - 304
Project Name:	Port of Brookings Harbor	Source:	Stormwater
Received Date:	11/02/2023	Treatment System:	None

Results of Chemical Analysis

Sample Notes:	Bornstein		Collection Date:	11/02/23 8:14 AM				
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst ID	Data Flags
Copper	EPA 200.7	0.006	ND	mg/L	0.025	11/03/23 1:28 pm	PVS	AA
Lead	SM 3113 B	0.01	ND	mg/L	1.10	11/03/23 9:16 am	PVS	AC
Total Suspended Solids	EPA 160.2	1.0	4.00	mg/L	100	11/03/23 4:13 pm	PVS	AD
Zinc	EPA 200.7	0.06	ND	mg/L	0.46	11/03/23 1:28 pm	PVS	AE
Aluminum	EPA 200.7	0.04	0.3743	mg/L	1.10	11/03/23 1:28 pm	PVS	AF

DEFINITIONS AND DATA FLAGS

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

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

Sample Information

Sample ID:	22303825	Collectors Name:	Danielle King
Address of Source:	16330 Lower Harbor Rd	Sample Point:	Gear Storage - 302
Project Name:	Port of Brookings Harbor	Source:	Stormwater
Received Date:	11/02/2023	Treatment System:	None

Results of Chemical Analysis

Sample Notes:	Gear Storage			Collection Date:	11/02/23 8:17 AM				
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst	ID	Data Flags
Copper	EPA 200.7	0.006	0.0117	mg/L	0.025	11/03/23 1:31 pm	PVS	AA	Tier 2
Lead	SM 3113 B	0.01	ND	mg/L	1.10	11/03/23 9:16 am	PVS	AC	
Total Suspended Solids	EPA 160.2	1.0	32.00	mg/L	100	11/03/23 4:13 pm	PVS	AD	Tier 2
Zinc	EPA 200.7	0.06	ND	mg/L	0.46	11/03/23 1:31 pm	PVS	AE	
Aluminum	EPA 200.7	0.04	0.8391	mg/L	1.10	11/03/23 1:31 pm	PVS	AF	

DEFINITIONS AND DATA FLAGS

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

White - No EPA Limit

Low Risk
within EPA Limit

Medium Risk

High Risk
Exceeds EPA Limit

Call the Lab to Discuss

Sample Information

Sample ID:	22303826	Collectors Name:	Danielle King
Address of Source:	16330 Lower Harbor Rd	Sample Point:	Hallmark - 202
Project Name:	Port of Brookings Harbor	Source:	Stormwater
Received Date:	11/02/2023	Treatment System:	None

Results of Chemical Analysis

Sample Notes:	Hallmark			Collection Date:	11/02/23 8:23 AM				
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst	ID	Defa Flags
Copper	EPA 200.7	0.006	0.0135	mg/L	0.025	11/03/23 1:33 pm	PVS	AA	
Lead	SM 3113 B	0.01	ND	mg/L	1.10	11/03/23 9:16 am	PVS	AC	
Total Suspended Solids	EPA 160.2	1.0	22.00	mg/L	100	11/03/23 4:13 pm	PVS	AD	Tier 2
Zinc	EPA 200.7	0.06	ND	mg/L	0.46	11/03/23 1:33 pm	PVS	AE	
Aluminum	EPA 200.7	0.04	0.8856	mg/L	1.10	11/03/23 1:33 pm	PVS	AF	

DEFINITIONS AND DATA FLAGS

<p>A Analysis is covered under ORELAP scope of Accreditation</p> <p>AA Analysis is covered under ISO scope of Accreditation</p> <p>C Sample did not meet acceptance criteria</p> <p>H Analysis performed outside method hold time</p> <p>ID Subsample identifier for each Sample number</p> <p>M Matrix Spike recovery is out of control limits due to matrix interference The LCS was in acceptance limits showing the analysis is in control and the data is acceptable</p>	<p>E Estimated Value</p> <p>LOQ Reporting Limit</p> <p>N/A Not Applicable</p> <p>ND None Detected</p> <p>S Sample Outsourced</p>
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Results Color Key
White - No EPA Limit
Low Risk within EPA Limit
Medium Risk
High Risk Exceeds EPA Limit
Call the Lab to Discuss

Sample Information

Sample ID: 22303827	Collectors Name: Danielle King
Address of Source: 16330 Lower Harbor Rd	Sample Point: Fuel Dock - 203
Project Name: Port of Brookings Harbor	Source: Stormwater
Received Date: 11/02/2023	Treatment System: None

Results of Chemical Analysis

Sample Notes:	Fuel Dock			Collection Date:	11/02/23 8:29 AM				
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst	ID	Data Flags
Copper	EPA 200.7	0.006	ND	mg/L	0.025	11/03/23 1:36 pm	PVS	AA	
Lead	SM 3113 B	0.01	ND	mg/L	1.10	11/03/23 9:16 am	PVS	AC	
Total Suspended Solids	EPA 160.2	1.0	ND	mg/L	100	11/14/23 9:36 pm	PVS	AD	
Zinc	EPA 200.7	0.06	ND	mg/L	0.46	11/03/23 1:36 pm	PVS	AE	
Aluminum	EPA 200.7	0.04	ND	mg/L	1.10	11/03/23 1:36 pm	PVS	AF	

DEFINITIONS AND DATA FLAGS

<p>A Analysis is covered under ORELAP scope of Accreditation</p> <p>AA Analysis is covered under ISO scope of Accreditation</p> <p>C Sample did not meet acceptance criteria</p> <p>H Analysis performed outside method hold time</p> <p>ID Subsample identifier for each Sample number</p> <p>M Matrix Spike recovery is out of control limits due to matrix interference The LCS was in acceptance limits showing the analysis is in control and the data is acceptable</p>	<p>E Estimated Value</p> <p>LOQ Reporting Limit</p> <p>N/A Not Applicable</p> <p>ND None Detected</p> <p>S Sample Outsourced</p>
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Results Color Key	
	White - No EPA Limit
	Low Risk within EPA Limit
	Medium Risk
	High Risk Exceeds EPA Limit
	Call the Lab to Discuss

Sample Information

Sample ID: 22303828	Collectors Name: Danielle King
Address of Source: 16330 Lower Harbor Rd	Sample Point: Boat Yard - 103
Project Name: Port of Brookings Harbor	Source: Stormwater
Received Date: 11/02/2023	Treatment System: None

Results of Chemical Analysis

Sample Notes:	Boat Yard			Collection Date:	11/02/23 8:34 AM				
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst	ID	Data Flags
Copper	EPA 200.7	0.006	0.3764	mg/L	0.025	11/03/23 1:39 pm	PVS	AA	Tier 2
Lead	SM 3113 B	0.01	ND	mg/L	1.10	11/03/23 9:16 am	PVS	AC	
Total Suspended Solids	EPA 160.2	1.0	4.00	mg/L	100	11/14/23 9:36 pm	PVS	AD	
Zinc	EPA 200.7	0.06	0.1429	mg/L	0.46	11/03/23 1:39 pm	PVS	AE	
Aluminum	EPA 200.7	0.04	0.4258	mg/L	1.10	11/03/23 1:39 pm	PVS	AF	

DEFINITIONS AND DATA FLAGS

<p>A Analysis is covered under ORELAP scope of Accreditation</p> <p>AA Analysis is covered under ISO scope of Accreditation</p> <p>C Sample did not meet acceptance criteria</p> <p>H Analysis performed outside method hold time</p> <p>ID Subsample identifier for each Sample number</p> <p>M Matrix Spike recovery is out of control limits due to matrix interference The LCS was in acceptance limits showing the analysis is in control and the data is acceptable</p>	<p>E Estimated Value</p> <p>LOQ Reporting Limit</p> <p>N/A Not Applicable</p> <p>ND None Detected</p> <p>S Sample Outsourced</p>
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Results Color Key
White - No EPA Limit
Low Risk within EPA Limit
Medium Risk
High Risk Exceeds EPA Limit
Call the Lab to Discuss

Grants Pass Water Laboratory, INC
Analytical QC Summary Report

22303823-22303826

Total Suspended Solids									
Run Number: 10403									
Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Method Blank									
TSS	Method Blank	EPA 160.2	ND	1.0	mg/L		≤1.0		
Laboratory Control Sample (LCS)									
TSS	LCS-934C898E2C2D	EPA 160.2	81.0	1.0	mg/L	90.00%	90-110%		
Duplicate									
TSS	DUP22303826AD	EPA 160.2	24	1.0	mg/L			8.70%	≤20%
Copper									
Run Number: 110323									
Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Laboratory Control Sample (LCS)									
Copper	LCS	EPA 200.7	0.56782	0.006	mg/L	96.90%	90-110%		
Continued Calibration Verification (CCV)									
Copper	CCV	EPA 200.7	0.01	0.006	mg/L	8.90%			≤10%
Matrix Spike									
Copper	MS22303828	EPA 200.7	1.25024	0.006	mg/L	87.40%	75-125%		
Zinc									
Run Number: 110323									
Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Laboratory Control Sample (LCS)									
Zinc	LCS	EPA 200.7	1.42688	0.060	mg/L	99.09%	90-110%		
Continued Calibration Verification (CCV)									
Zinc	CCV	EPA 200.7	0.10	0.060	mg/L	1.70%			≤10%
Matrix Spike									
Zinc	MS22303828	EPA 200.7	1.91157	0.060	mg/L	88.40%	75-125%		

Grants Pass Water Laboratory, INC
Analytical QC Summary Report
 22303823-22303826

Lead									
Run Number: 110323									
Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Laboratory Control Sample (LCS)									
Lead	LCS	SM 3113 B	77.32	0.006	mg/L	102.50%	90-110%		
Continued Calibration Verification (CCV)									
Lead	CCV	SM 3113 B	30.96	0.006	mg/L	3.10%	≤10%		
Matrix Spike									
Lead	MS22303827	SM 3113 B	16.16	0.006	mg/L	101.10%	75-125%		
Aluminum									
Run Number: 110323									
Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Laboratory Control Sample (LCS)									
Aluminum	LCS	EPA 200.7	0.75389	0.006	mg/L	87.80%	90-110%		
Continued Calibration Verification (CCV)									
Aluminum	CCV	EPA 200.7	0.05	0.006	mg/L	4.30%	≤10%		
Matrix Spike									
Aluminum	MS22303828	EPA 200.7	1.30342	0.006	mg/L	101.33%	75-125%		

Grants Pass Water Laboratory, INC
Analytical QC Summary Report

22303827

Total Suspended Solids									
Run Number: 10540									
Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Method Blank									
TSS	Method Blank	EPA 160.2	ND	1.0	mg/L		≤1.0		
Laboratory Control Sample (LCS)									
TSS	LCS-934C898E2C2D	EPA 160.2	85.0	1.0	mg/L	94.40%	90-110%		
Duplicate									
TSS	Dup22303940AD	EPA 160.2	14	1.0	mg/L			13.30%	≤20%
Copper									
Run Number: 110323									
Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Laboratory Control Sample (LCS)									
Copper	LCS	EPA 200.7	0.56782	0.006	mg/L	96.90%	90-110%		
Continued Calibration Verification (CCV)									
Copper	CCV	EPA 200.7	0.01	0.006	mg/L	6.87%			≤10%
Matrix Spike									
Copper	MS22303835	EPA 200.7	0.93376	0.006	mg/L	93.32%	75-125%		
Zinc									
Run Number: 110323									
Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Laboratory Control Sample (LCS)									
Zinc	LCS	EPA 200.7	99.09	0.060	mg/L	102.32%	90-110%		
Continued Calibration Verification (CCV)									
Zinc	CCV	EPA 200.7	2.42	0.060	mg/L	1.94%			≤10%
Matrix Spike									
Zinc	MS2303835	EPA 200.7	95.43	0.060	mg/L	104.62%	75-125%		

Grants Pass Water Laboratory, INC
Analytical QC Summary Report
 22303827

Run Number: 110323		Method		Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Lead										
Analyte	Sample ID	Method		Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Laboratory Control Sample (LCS)	LCS	SM 3113 B		77.32	0.006	mg/L	102.50%	90-110%		
Continued Calibration Verification (CCV)										
Lead	CCV	SM 3113 B		31.00	0.006	mg/L	3.30%	≤10%		
Matrix Spike										
Lead	MS22303827	SM 3113 B		15.55	0.006	mg/L	97.00%	75-125%		
Aluminum										
Run Number: 110323										
Analyte	Sample ID	Method		Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Laboratory Control Sample (LCS)	LCS	EPA 200.7		0.75389	0.006	mg/L	87.80%	90-110%		
Continued Calibration Verification (CCV)										
Aluminum	CCV	EPA 200.7		0.05	0.006	mg/L	4.30%	≤10%		
Matrix Spike										
Aluminum	MS22303828	EPA 200.7		1.30342	0.006	mg/L	101.33%	75-125%		

Grants Pass Water Laboratory, INC
Analytical QC Summary Report

22303828

Total Suspended Solids									
Run Number: 10540									
Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Method Blank									
TSS	Method Blank	EPA 160.2	ND	1.0	mg/L		≤1.0		
Laboratory Control Sample (LCS)									
TSS	LCS-934C898E2C2D	EPA 160.2	85.0	1.0	mg/L	94.40%	90-110%		
Duplicate									
TSS	Dup22303940AD	EPA 160.2	14	1.0	mg/L			13.30%	≤20%
Copper									
Run Number: 110323									
Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Laboratory Control Sample (LCS)									
Copper	LCS	EPA 200.7	0.56782	0.006	mg/L	96.90%	90-110%		
Continued Calibration Verification (CCV)									
Copper	CCV	EPA 200.7	0.01	0.006	mg/L	6.87%			≤10%
Matrix Spike									
Copper	MS22303835	EPA 200.7	0.93376	0.006	mg/L	93.32%	75-125%		
Zinc									
Run Number: 110323									
Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Laboratory Control Sample (LCS)									
Zinc	LCS	EPA 200.7	99.09	0.060	mg/L	102.32%	90-110%		
Continued Calibration Verification (CCV)									
Zinc	CCV	EPA 200.7	2.42	0.060	mg/L	1.94%			≤10%
Matrix Spike									
Zinc	MS2303835	EPA 200.7	95.43	0.060	mg/L	104.62%	75-125%		

Grants Pass Water Laboratory, INC
Analytical QC Summary Report
 22303828

Run Number: 110323									
Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Laboratory Control Sample (LCS)									
Lead	LCS	SM 3113 B	77.32	0.006	mg/L	102.50%	90-110%		
Continued Calibration Verification (CCV)									
Lead	CCV	SM 3113 B	31.00	0.006	mg/L	3.30%	≤10%		
Matrix Spike									
Lead	MS22303827	SM 3113 B	15.55	0.006	mg/L	97.00%	75-125%		
Aluminum									
Run Number: 110323									
Analyte	Sample ID	Method	Result	MRL	Units	% Recovery	Acceptable Limits	RPD	RPD Acceptable Limit
Laboratory Control Sample (LCS)									
Aluminum	LCS	EPA 200.7	0.75389	0.006	mg/L	87.80%	90-110%		
Continued Calibration Verification (CCV)									
Aluminum	CCV	EPA 200.7	0.05	0.006	mg/L	4.30%	≤10%		
Matrix Spike									
Aluminum	MS22303828	EPA 200.7	1.30342	0.006	mg/L	101.33%	75-125%		

22303827
 Cu, Field pH, Pb, TSS, Zn, Al 11/2/2023
Fuel Dock
 ewa

22303826
 Cu, Field pH, Pb, TSS, Zn, Al 11/2/2023
Hallmark

22303825
 Cu, Field pH, Pb, TSS, Zn, Al 11/2/2023
Gear Storage

22303824
 Cu, Field pH, Pb, TSS, Zn, Al 11/2/2023
Bornstein

22303823
 Cu, Field pH, Pb, TSS, Zn, Al 11/2/2023
Pacific Seafood

CLIENT INFORMATION

Company: Port of Brookings Harbor
 Attn: Travis Webster
 Address: 11630 Lower Harbor Rd
 Brookings OR 97415
 Email: Travis@portofbrookingsharbor.com
 Phone: (541) 469-2218

BILLING INFORMATION (if different):
 Company: Port of Brookings Harbor
 Attn:
 Address: P.O. Box 848
 Brookings OR 97415
 Email:
 Phone:

REGULATORY AGENCY
 NPDES
 Ground Water
 RCRA
 Drinking Water
 Other

Site Location: Port of Brookings Harbor
 State: OREGON

#	Item	PWS Number:	Collection		Matrix *	pH Analysis		Analysis Requested
			Sampling Date	Sampling Time		Analysis Date & Time	pH Result	
Address of Sample location: 11630 Lower Harbor Rd Brookings OR 97415								
Project Name / Profile #								
Bottle ID #								
1	H21104	Pacific Seafood	11/2/23	824	SW	11/2	823	6.64
2	H21101	Pacific Seafood	11/2	820	SW	11/2	823	6.64
3	H21175	Bornstein	11/2	814	SW	11/2	815	7.2
4	H21102	Bornstein	11/2	814	SW	11/2	815	7.2
5	H21104	Gear Storage	11/2	817	SW	11/2	819	5.79
6	H21110	Gear Storage	11/2	817	SW	11/2	819	5.79
7	H21106	Hallmark	11/2	823	SW	11/2	826	6.64
8	H21147	Hallmark	11/2	823	SW	11/2	826	6.64
9	H2109	Fuel Dock	11/2	829	SW	11/2	831	7.40
10	H2275	Fuel Dock	11/2	829	SW	11/2	831	7.40
NAME OF SAMPLE COLLECTOR (Please print): Danielle King			Relinquished by (Initials): DK		Date: 11/2/23		Time: 11:10 am	
			Received by (Initials): YD		Date: 11-2-23		Time: 1:10	
*Matrix: DW- Drinking Water, WW- Wastewater, SW- Storm Water, A- Aqueous, S- Soil			Temp °C: 17.5		On Ice: <input checked="" type="checkbox"/>			



www.gpwaterlab.com www.thewaterlab.com

CHAIN-OF-CUSTODY / Analytical Request Document

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



22303828

Cu, Field pH, Pb, TSS, Zn, AI
11/2/2023

BOAT YARD

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

CLIENT INFORMATION		BILLING INFORMATION (if different):		REGULATORY AGENCY	
Company: Port of Brookings Harbor	Company: Port of Brookings Harbor	NPDES <input checked="" type="checkbox"/>	Ground Water <input type="checkbox"/>	Drinking Water <input type="checkbox"/>	Site Location: Port of Brookings Harbor
Attn: Travis Webster	Attn:	UST <input type="checkbox"/>	RCRA <input type="checkbox"/>	Other <input type="checkbox"/>	
Address: 16330 Lower Harbor Rd	Address: P.O. Box 848	State: OREGON			
Brookings OR 97415	Brookings OR 97415				
Email: Travis@portofbrookingsharbor.com	Email:				
Phone: (541) 469-2218	Phone:				

#	Item	PWS Number:	Collection		Matrix *	pH Analysis		Analysis Requested
			Sampling Date	Sampling Time		Analysis Date & Time	pH Result	
		Address of Sample location: 16330 Lower Harbor Rd						
		Project Name / Profile #						
		Bottle ID #						
1	H2165	Boat yard	11/2/23	834	SW	11/2	836	6.82
2	H2167	Boat yard	11/2	834	SW	11/2	836	6.82
3								
4								
5								
6								
7								
8								
9								
10								

NAME OF SAMPLE COLLECTOR (Please print):		Relinquished by (Initials): DK	Date: 11/2/23	Time: 11:10
Danielle King		Received by (Initials):	Date: 11/2/23	Time: 11:10
*Matrix: DW- Drinking Water, WW- Wastewater, SW- Storm Water, A- Aqueous, S- Soil		Temp °C: 17.2	On Ice: <input type="checkbox"/>	

INFORMATION ITEM – C

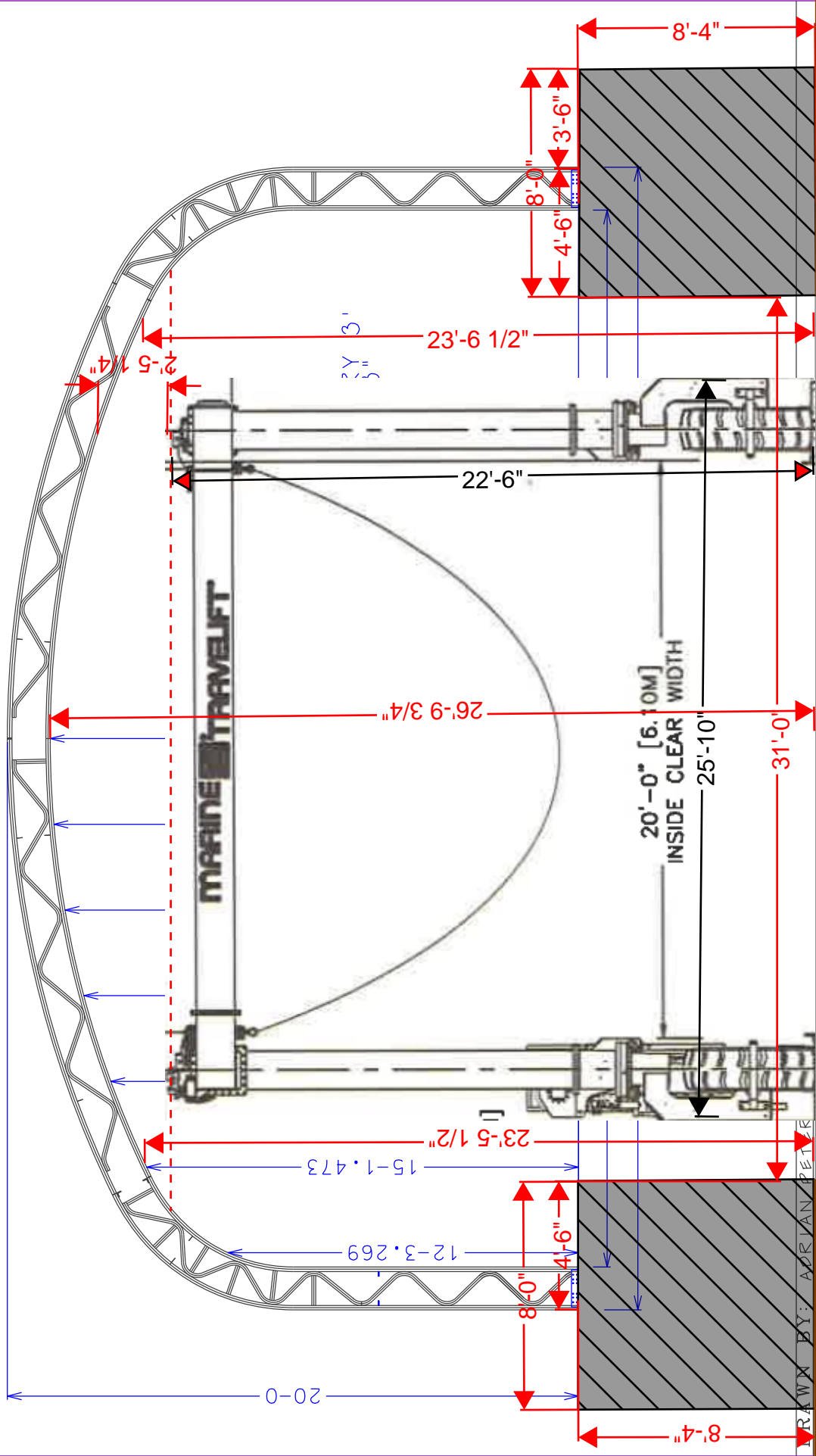
DATE: December 20, 2023
RE: Travelift Shelter
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Port has spent \$20,000.00 on annual maintenance due to weather related environment.
- Providing a shelter will help reduce future maintenance costs, and further deterioration of the machine.
- Port will include shelter in Fiscal Year 2023-24 supplemental budget.

DOCUMENTS

- Big Top design and dimensions, 1 page
- Boat Yard design concept, 1 page



DRAWN BY: APRILAN PETEK

REQUESTED BY:

ENGINEER:

Concrete Ramp

40 X 20

*ALL INFORMATION IS PROPERTY OF BIG TOP MANUFACTURING

PERY, FLORIDA 32347
 PHONE 1-800-277-8677
 FAX (850)584-7713
 E-MAIL: sales@bigtopshelters.com

BIGTOP
 MANUFACTURING

REVISIONS	BY:

EMC
- Engineers/Scientists, LLC
3116 NE Oregon Street, Suite 216, Grants Pass, OR 97530
Phone: 541-774-9434 • Cell: 541-261-9929 • Fax: 541-777-5488
http://www.emcengineers.com

EMC
Grants Pass • Jacksonville • Medford, OR
C/O Office: 1867 Williams Hwy., Suite 216, Grants Pass, OR, 97530
Phone: 541-774-9434 • Cell: 541-261-9929 • Fax: 541-777-5488
http://www.emcengineers.com

RENEWAL DATE: 12/31/23

REG. NO. 42,650 PE
REG. NO. 42,650 P.E.
REG. NO. 42,650 P.E.
REG. NO. 42,650 P.E.

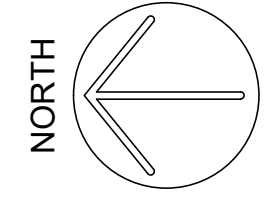
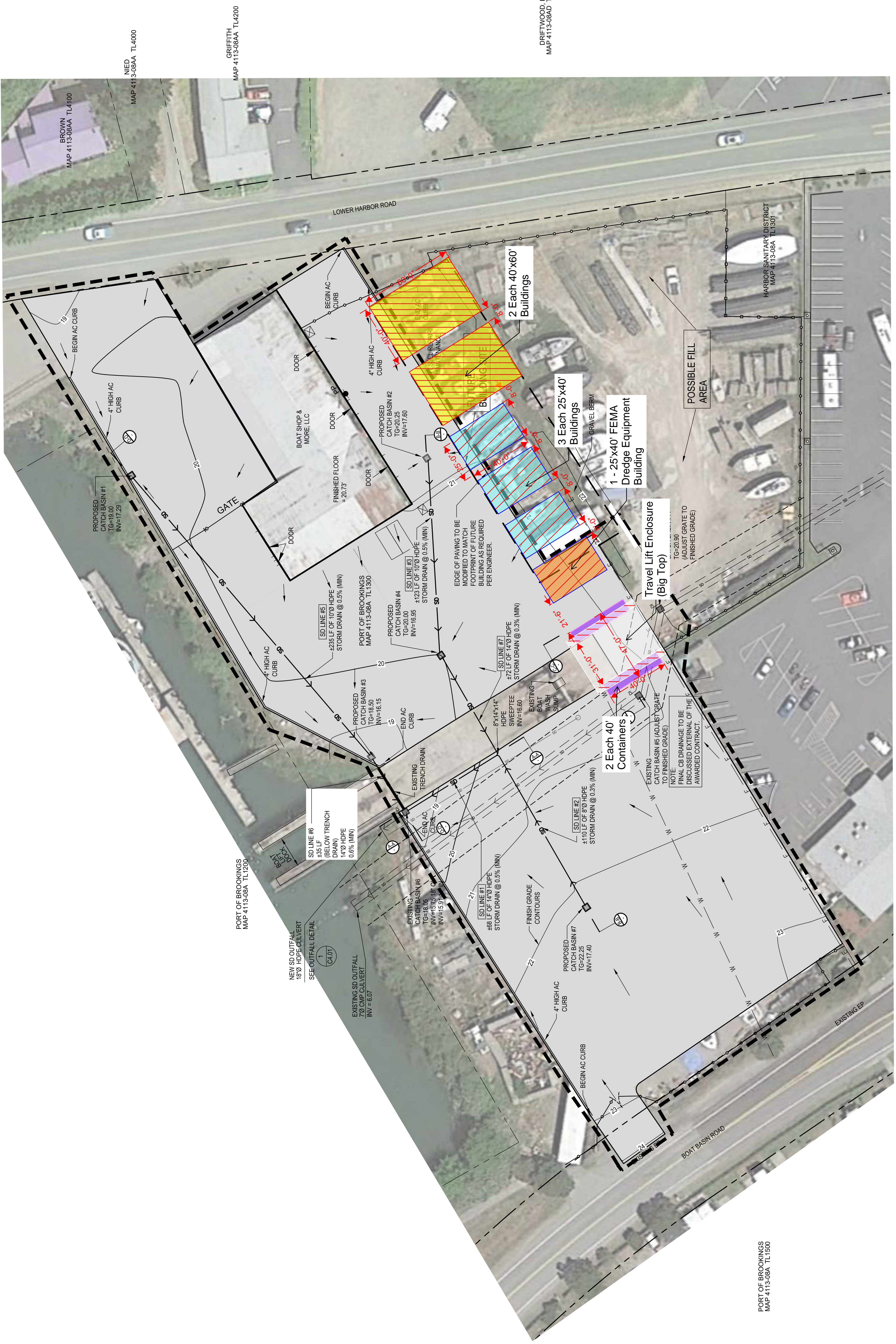
DRIFTWOOD, LLC
MAP 4113-08AD TL-4000

**PORT OF BROOKINGS HARBOR
BOAT YARD PAVING**

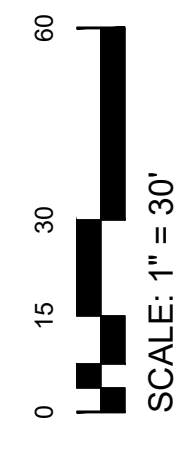
16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415

DRAWN BY: CD/JW
DATE: 15 JULY 2022
JOB No: 22-202201
SHEET No:

C4.0
STORMWATER
CONVEYANCE



1
STORMWATER CONVEYANCE



LEGEND
— APPROX. DIRECTION OF DRAINAGE FLOW

PORT OF BROOKINGS
MAP 4113-08A TL-1500

INFORMATION ITEM – D

DATE: December 20, 2023
RE: Boardwalk Repairs
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Last meeting, we discussed the continued failure of the boardwalk and possible repair by shifting the deck back to the retaining wall therefore reducing the gap. The gap was measured at 13” at its widest point.
- The deck was detached from the piles and slid back against the retaining wall. Brackets were installed on the struts and anchored into the retaining wall. The deck is now resting on the Northerly 3 piles, unattached to allow movement of the pile,e preventing the deck failure to continue.
- The underlying cause of the damage (shoring failure) will continue to develop over time.
- This repair is only a temporary fix to stop the destruction that was ongoing.
- New deck planks (45 each) and handrailing will be installed and the plan is to reopen this section of the boardwalk to the public.
- Attached are some pictures of the repair work.

DOCUMENTS

- Boardwalk pictures before repairs, 2 pages
- Boardwalk repair work photos, 3 pages





F
Daily Moorage
L & G

STAN







INFORMATION ITEM – E

DATE: December 20, 2023
RE: Curry County Transient Lodging Tax Public Comment
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Transient Lodging Tax (TLT) was approved in May 2019, see attached ballot.
- Currently the Port of Brookings Harbor has contributed \$172,000.00.

DOCUMENTS

- Public Comment, 2 pages



Port of Brookings Harbor

This Institution is an Equal Opportunity Provider

Commissioners,

Thank you for the opportunity to make a public comment. My name is Travis Webster, and I am the Manager for the Port of Brookings Harbor. My public comment is on the current distribution and framework with the TLT funds. The current distribution, as I understand it, the county has allocated 30% to the Sheriff's department. In addition, 35% is allocated to the Event Center located at the Curry County Fairgrounds. The remaining 35% is then distributed to the Curry County Economic Development. At this point, there is not a committee to represent the stakeholders that make all this happen. I ask that the committee be reinstated with proper representation from each area of the county and that they make recommendations to the County board members to determine how the monies are distributed. When the Curry County Measure 8-97 was approved by the voters in 2019 we were led to believe that we would see tourism promotion and funding opportunities for tourism related facilities. I as well as some other south county contributors feel we have not seen enough done for our area. What the voters approved in 2019 has been amended 3 times. The county has allocated not only their 30 % for county services to the Sheriff's Department, but also has given the Fair Board 35% of the total funds. This leaves the stakeholders just 35% of the funds raised, for promotion and upgrades to tourism-related facilities throughout the county. I feel that if the Fairgrounds or Event Center would like to be considered for any upgrades, they also submit their ideas to the TLT committee for review. The allocation of 35% to the fairgrounds is a major overstep considering what voters approved. Thank you for your time on this matter.

Travis Webster – Port of Brookings Harbor

**Official Ballot
Special District Election
Curry County, Oregon
May 21, 2019**

**Precinct 01
Card 1**

Marking Instructions:
Use a black or blue ink pen to mark your ballot by filling in the oval to the left of your choice.
Attention! If you make a mistake or if you want to change your vote, contact your Election Office.

**Southwestern Oregon Community College,
Position 1, 4 yr term
Vote for One**

Harry Abel Jr
 Write-In

**Southwestern Oregon Community College,
Position 3, 4 yr term
Vote for One**

Ken Messerle
 Write-In

**Southwestern Oregon Community College,
Position 6, 4 yr term
Vote for One**

Steve Scheer
 Susan L Anderson
 Write-In

**South Coast Education Service District,
Position 6, At-Large, 4 yr term
Vote for One**

Fred M Brick
 Write-In

**South Coast Education Service District,
Position 7, At-Large, 2 yr bal
Vote for One**

Steve Scheer
 Write-In

**South Coast Education Service District, Zone 1A,
Position 4, 4 yr term
Vote for One**

Bruce Levy
 Write-In

**Central Curry School District 1,
Position 2, 2 yr bal
Vote for One**

Nancy Sorensen
 Write-In

**Central Curry School District 1,
Position 3, 4 yr term
Vote for One**

Luke Martinez
 Write-In

**Central Curry School District 1,
Position 4, 4 yr term
Vote for One**

Kalley Clarno
 Write-In

**Central Curry School District 1,
Position 5, 4 yr term
Vote for One**

Andrew Wright
 Write-In

**Curry Health District,
Position 1, 4 yr term
Vote for One**

Karen Kennedy
 Write-In

**Curry Health District,
Position 5, 4 yr term
Vote for One**

Bryan Grummon
 Write-In

**Agness Community Library District,
Position 1, 4 yr term
Vote for One**

Clare Bowen
 Write-In

**Agness Community Library District,
Position 5, 4 yr term
Vote for One**

Willis Crouse
 Write-In

Curry County Measure 8-97

Transient Lodging Tax in the Unincorporated Areas of Curry County

Question: Shall Curry County be authorized to collect a transient lodging tax throughout Curry County except in the cities?

Summary: This is a tax on guests who stay in local hotels and other lodgings. By state law, seventy percent (70%) of the net county lodging tax collections are dedicated for tourism promotion and tourism related facilities; thirty percent (30%) may be used to fund other county services. This measure may raise an estimated \$602,000 for tourism promotion and tourism-related facilities; and approximately \$258,000 for other county services. The tax would be imposed only in the unincorporated areas of the county, and not in the cities. By state law, lodging operators may retain 5% of tax collections for their administrative costs. The Curry County Commissioners approved Curry County Ordinance No. 19-01 imposing a 7% tax on lodging guests at hotels, motels, inns, bed and breakfasts, condos, RV Parks, campgrounds, vacation rentals and other similar transient lodging facilities for stays less than 30 days. But this tax cannot be effective unless the voters approve. This is not a tax on homeless people. This is not a tax to raise money to lodge homeless people.

Yes
 No

Warning:
Any person who, by use of force or other means unduly influences an elector to vote in any particular manner or to refrain from voting is subject to a fine. (ORS 254.470)

Vote Both Sides