

**PORT OF BROOKINGS HARBOR**  
**Regular Commission Meeting**  
**Wednesday, July 19, 2023 at 2:00pm**  
**Teleconference / Meeting Room**  
16350 Lower Harbor Road Suite 202, Harbor OR, 97415

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

	<b>PAGE</b>
<b>1. CALL MEETING TO ORDER</b>	
<ul style="list-style-type: none"> <li>• Pledge of Allegiance</li> <li>• Roll Call</li> <li>• Modifications, Additions, and Changes to the Agenda</li> <li>• Declaration of Potential Conflicts of Interest</li> </ul>	
<b>2. APPROVAL OF AGENDA</b>	
<b>3. APPROVAL OF MEETING MINUTES</b>	
A. Approve Minutes of Supplemental Budget Hearing Meeting Wednesday, June 21, 2023.....	2
B. Approve Minutes of Budget Hearing & Regular Commissioner Meeting Wednesday June 21, 2023.....	4
<b>4. PUBLIC COMMENTS</b> – Limited to a maximum of three minutes per person. Comments by teleconference, please email your comments to <a href="mailto:danielle@portofbrookingsharbor.com">danielle@portofbrookingsharbor.com</a> prior to the meeting.	
<b>5. MANAGEMENT &amp; FINANCIAL REPORTS / APPROVAL.....</b>	<b>8</b>
<b>6. ACTION ITEMS</b>	
A. Brookings Real Estate Lease Agreement.....	47
B. WWTP DEQ Permit Fee.....	88
C. FEMA Project PW 189, Purchase of Dredge.....	91
D. Resolution No. 2023-07, Reserve Fund Loan to Capital Projects.....	121
<b>7. INFORMATION ITEMS</b>	
A. FEMA Project PW 189, Purchase of Tractor.....	125
B. FEMA Project PW 189, Purchase of Concrete Blocks.....	173
<b>8. COMMISSIONER COMMENTS</b>	
<b>9. NEXT REGULAR MEETING DATE</b> – Wednesday August 16, 2023, at 2:00pm	
<b>10. ADJOURNMENT</b>	

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

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

**Wednesday, June 21, 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 a supplemental budget hearing on the above date at 1:00pm. 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 supplemental budget hearing meeting of the Port of Brookings Harbor of Commissioners to order at 1:00pm.

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

**2. APPROVAL OF AGENDA – Audio time 0:01:59**

**A motion was made by Jonas and seconded by Hartung to approve the agenda as written. The motion passed 3 – 0.**

**3. PUBLIC COMMENTS – Audio time 0:02:17**

There were no public comments.

**4. PRESENTATION OF SUPPLEMENTAL BUDGET FY 2022-23 – Audio Time 0:02:23**

Webster presented budget, started off stated there are some minor changes with exception to the FEMA project, didn't spend as much as anticipated. Webster asked if the Board had questions. Webster explained that with FEMA and the deposit of the property sale, that was our major changes everything else is just cleaning up. Besides the FEMA and property sale the Ports budget was less by \$308,000. RV Park project and crab season hurt profits, fuel sales were good, retail went down due to losing the Mountain View Motorcycle Shop. Utilities were down \$104,000, which coincided with the RV Park project and low crab season. Heap noted why the Board was having a supplemental budget. Heap commented on how happy he was with the budget and format, the rest of the Board agreed.

**5. APPROVAL OF BUDGET – Audio Time 0:07:28**

**A motion was made by Hartung and seconded by Jonas to approve the proposed Resolution No. 2023-04, Adopting the First Supplemental Budget for the Port of Brookings Harbor 2022-2023 fiscal year. The motion passed 3 - 0.**

**6. ADJOURNMENT – Audio time 0:08:15**

Having no further business, the meeting adjourned at 1:07 pm.

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

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Date Signed

*An audio recording was made of these proceedings. The recording and the full commission packet are available on the Ports website: [www.portofbrookingsharbor.com](http://www.portofbrookingsharbor.com).*

DRAFT

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

**Wednesday, June 21, 2023**

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

The Port of Brookings Harbor District met in budget hearing and 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.

**BUDGET HEARING – FISCAL YEAR 2023-24 (ORS 294.430)**

**1. CALL MEETING TO ORDER**

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

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

**2. PUBLIC COMMENT (3-minute limit per person) – Audio Time 0:01:21**  
There were no public comments.

**3. ACTION ITEM**

- A. Resolution 2023-05, Adopting the 2023-2024 Fiscal Year Budget, Making Appropriations, and Levying and Categorizing the Tax – Audio Time 0:01:27**  
Webster explained that the budget has not changed since the last meeting. Heap noted that the budget this year is \$12,753,609.

**A motion was made by Hartung and seconded by Jonas to approve Resolution 2023-05, Adopting the 2023-2024 Fiscal Year Budget, Making Appropriations, and Levying and Categorizing the Tax.**

Heap asked what the tax was, Webster informed the Board the tax is \$.1316 per \$1000.

**The motion passed 4 – 0.**

**4. ADJOURNMENT FROM BUDGET HEARING – Audio Time 0:04:30**  
Having no further business, the meeting adjourned at 2:03 pm.

**REGULAR COMMISSION MEETING**

**1. CALL MEETING TO ORDER – Audio Time 0:04:38**

Commission President Richard Heap called the Regular Meeting of the Port of Brookings Harbor of Commissioners to order at 2:03pm.

- Webster informed the Board that there has been an update to the Chetco Dustless Blasting Lease, Port Counsel just changed some verbiage, the updated draft lease is in front of the Board. There were no other modification, additions, or changes to the agenda.
- There were no declarations of potential conflicts of interest.

**2. APPROVAL OF AGENDA – Audio time 0:05:55**

**A motion was made by Jonas and seconded by Speir to approve the agenda as presented with the one modification. The motion passed 4 – 0.**

**3. APPROVAL OF MEETING MINUTES – Audio time 0:06:26**

**A. Approve Minutes of Budget Committee Meeting Wednesday, May 10, 2023**

**B. Approve Minutes of Regular Commissioner Meeting Wednesday, May 17, 2023.**

**A motion was made by Speir and seconded by Jonas to approve the meeting minutes of Budget Committee Meeting Wednesday, May 10, 2023 and Regular Commissioner Meeting Wednesday, May 17, 2023 as discussed. The motion passed 4 – 0.**

**4. PUBLIC COMMENTS – Audio time 0:07:09**

There was one public comment from Dan Fraser regarding the public hoist.

**5. MANAGEMENT & FINANCIAL REPORTS / APPROVAL – Audio time 0:07:54**

Webster reviewed his Port Manager Report. Speir asked about the pedestrian walkway that was added in the RV Park. Walker reviewed the Financial Report. King reviewed the Safety, Security and Environmental Report. Jonas asked about tagged vehicles and panhandlers. Heap asked about the RV Show and asked how to be safe during tourists.

**A motion was made by Speir and seconded by Jonas to approve the Management and Financial Reports as discussed. The motion passed 4 – 0.**

**6. ACTION ITEMS**

**A. Chetco Dustless Blasting Lease Agreement – Audio time 0:19:04**

Webster explained the lease to the Board. Chetco Dustless Blasting would like a space in the boat yard to provide a service to our customers in the boat yard. Board allowed public comment.

**A motion was made by Jonas and seconded by Speir to approve Chetco Dustless Blasting Lease Agreement. The motion passed 4 - 0.**

**B. El Cazadores Purchase Sale Agreement – Audio time 0:22:48**

Webster reviewed item with the Board and explained what the next steps will be to complete the purchase sale agreement.

**A motion was made by Speir and seconded by Jonas to approve the Purchase Sale Agreement with Cendi and Javier Olmedo. The motion passed 4 – 0.**

**C. Brookings Real Estate (Augustino Estate & Vineyard) Letter of Intent – Audio time 0:24:44**

Webster reviewed item with the Board. Webster pointed out section 10, regarding improvements, and explained to the Board how our leases are normally set up with improvements and this lease states anything under \$25,000 doesn't need to come to the Board for approval. The Board asked about what kind of improvements Mr. Boltz is planning on making. Heap asked about the name, Mr. Boltz explained what improvements are anticipated and the name of the business.

**A motion was made by Jonas and seconded by Speir to approve Brookings Real Estate LLC Letter of Intent and for the Port Manager to bring back a lease agreement for Board approval. The motion passed 4 – 0.**

- D. Resolution 2023-06 – Amending Public Contracting Rules – Audio time 0:31:35**  
Webster reviewed item with the Board.

**A motion was made by Speir and seconded by Hartung to approve Resolution No. 2023-06, Amending Public Contracting Rules and Prescribing Rules and Procedures for Public Contracting. The motion passed 4 – 0.**

- E. Billeter Marine Contract for Boat Yard Dredging (Part of FEMA) – Audio time 0:33:17**  
Webster reviewed item with the Board. Webster informed the Board that this did go out for procurement and received quotes from Billeter, Legacy, and West Coast Contractors.

**A motion was made by Jonas and seconded by Speir to approve contract for Billeter Marine to perform clam shell dredging and remove approximately 3,000 cubic yards. The motion passed 4 – 0.**

- F. Workers Compensation Insurance SAIF – Audio time 0:35:57**  
Webster reviewed item with the Board. Board allowed public comment.

**A motion was made by Jonas and seconded by Speir to approve Workers Compensation Insurance Policy with SAIF. The motion passed 4 – 0.**

- G. Lloyd Whaley Memorial Bench – Audio time 0:39:05**  
Webster reviewed item with the Board. The Board would like to discuss creating a resolution on what constitutes a memorial bench.

**A motion was made by Speir and seconded by Jonas to approve the Port Manager to purchase and place a bench and plaque along the concrete boardwalk in honor of Lloyd Whaley and his contributions to the Port of Brookings Harbor. The motion passed 4 – 0.**

- H. FEMA Schedule and Equipment to Procurement – Audio time 0:45:30**  
Webster explained the cash flow with FEMA is 90 days out with getting reimbursed. The Ports cash flow is going to greatly depend on when we can purchase these items and when we can get reimbursed. Webster is asking the Board to approve the Port Manager to complete intermediate procurements, purchase items, excluding the dredge and generator, and in commissioner meetings review what was purchased. The Heap would prefer to just approve the Port Manager to purchase these items and not bring them back to the Board. There was discussion among Board and staff about the specifics of the equipment. Board allowed public comment. Webster stated that anything over \$150,000 will be brought back to the Board for approval.

**A motion was made by Hartung and seconded by Speir to approve the Port Manager to procure the items listed and begin purchasing items that exceed Port Manager limit of \$10,000. The motion passed 4 – 0.**

- I. Delinquent Account Write Off Request – Audio time 1:18:32**  
Walker reviewed item with the Board.

**A motion was made by Speir and seconded by Jonas to approve delinquent account write offs of \$4,560.02 from accounts receivable and submit the amount to Port collection agency. The motion passed 4 – 0.**

**7. INFORMATION ITEMS**

**A. RV Park Project – Audio Time 1:20:50**

Webster informed the Board that the RV Park Project is complete.

**8. EXECUTIVE SESSION per ORS 192.660 (2)(a) – Audio Time 1:22:08**

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

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

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

**Adjourn out of executive session and reconvene into regular session at 3:35pm.**

**9. COMMISSIONER COMMENTS – Audio time 0:00:14**

Heap commented on the development of the budget, the fiscal year items, and what a very productive day the Board had. This place just keeps growing and it's a good thing. I'm pretty proud of what I see here. Hartung and Jonas commented on how well the Port Staff is doing.

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

**11. ADJOURNMENT – Audio time 0:02:20**

Having no further business, the meeting adjourned at 3:38 pm.

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

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Date Signed

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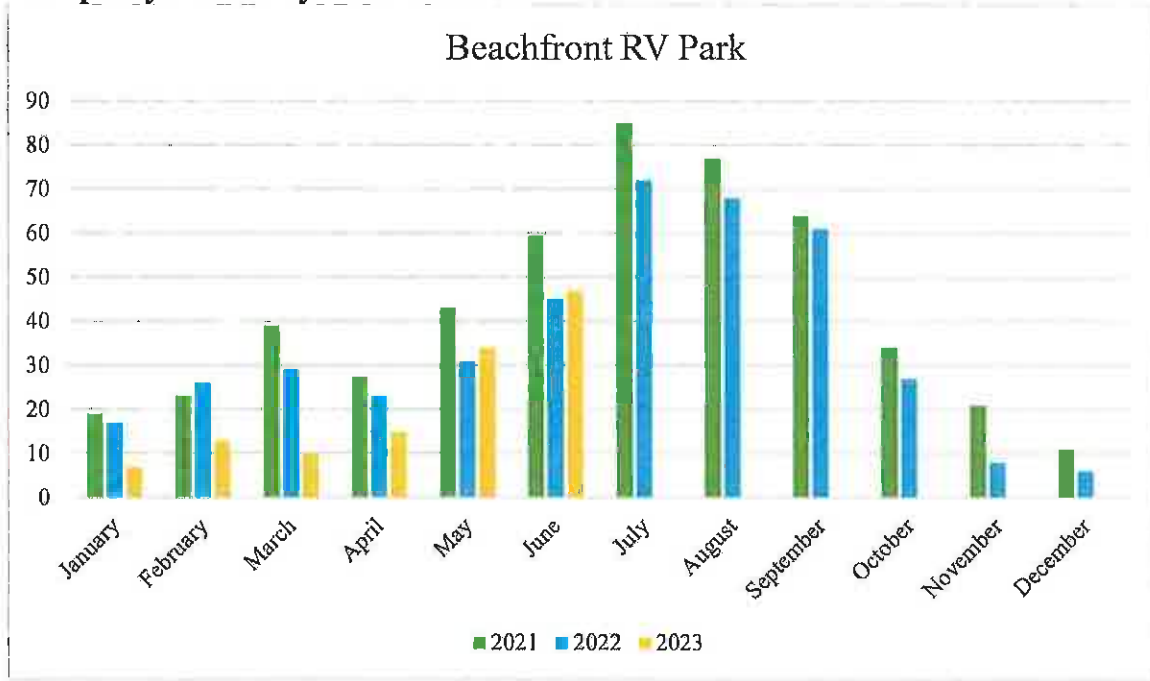
# MANAGEMENT REPORT

**DATE:** July 19, 2023  
**RE:** June 2023  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

## RV Park

- Staff completed a full scale clean up at the RV Park. Work included mowing, weed eating, swept beach front walkway, and swept parking isles for re striping.
- All Port employees had a meeting in late June to discuss staffing for the 4th of July and setup that will be needed prior to the event.

## Occupancy Percent by Month & Year

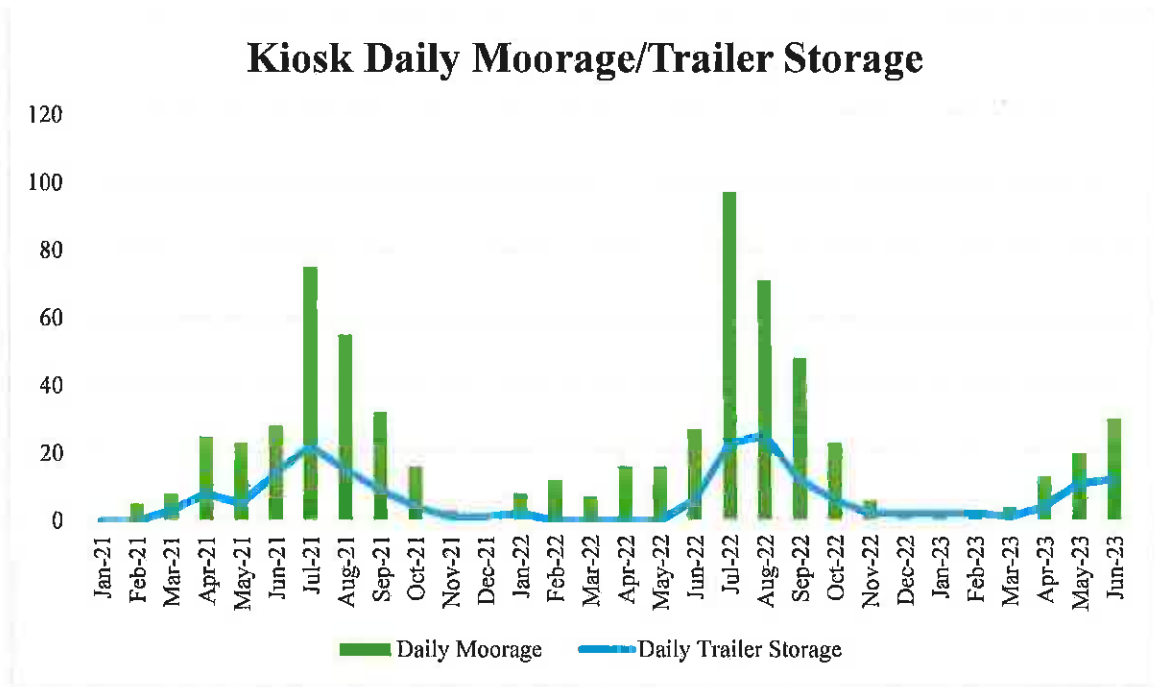
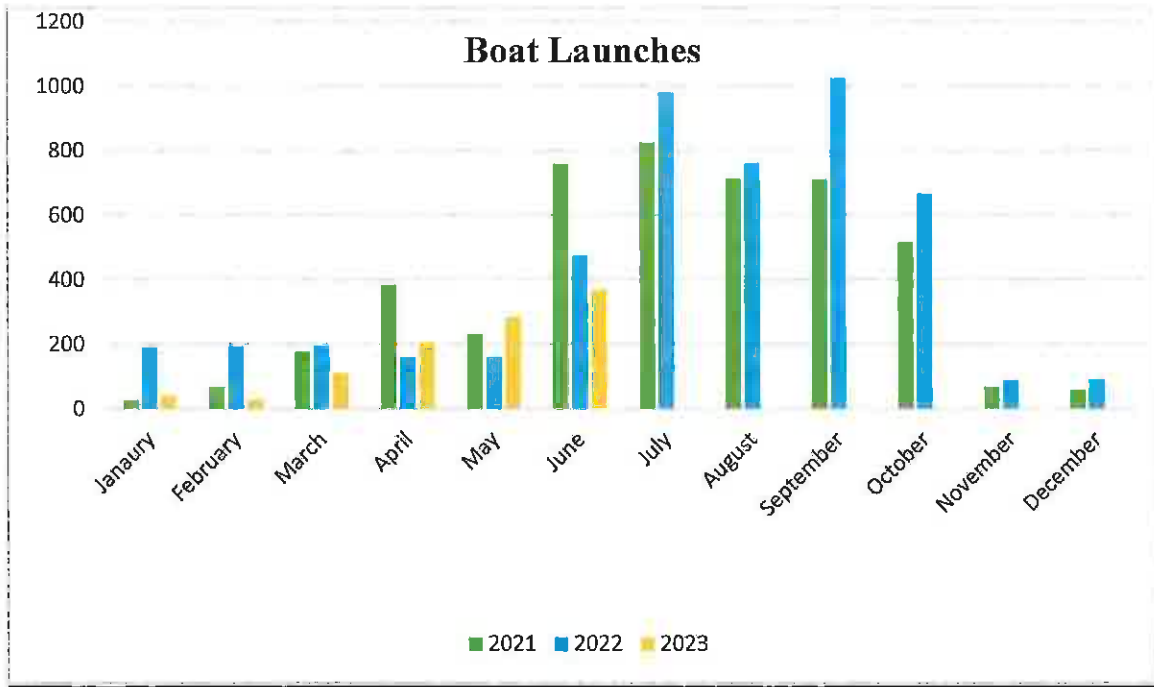


## Marina

- Dock walks and boat inventory were completed weekly throughout the month.
- During a dock walk staff came upon a vessel that had sank overnight. Employees were able to use port equipment to lift the vessel from the water. Oil booms were deployed for environmental safety but throughout the lift there were no releases of any fluids. The owner and insurance company were notified, and an incident report was created.
- Port received new modems for the Sani-sailors came in and are being installed and will be up and running mid-July.



- The bumper for the Yaquina was put out at the steel wall and we should expect to see the dredge sometime late June and early July.



**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	
August	3	4	1	0	
September	3	3	1	2	
October	10	6	5	7	
November	3	9	13	9	
December	15	5	3	2	
<b>Totals</b>	<b>62</b>	<b>57</b>	<b>47</b>	<b>53</b>	<b>37</b>

**Travel Lift Haul-Outs**

	2019	2020	2021	2022	2023
January	2	1	0	2	1
February	2	5	1	6	1
March	4	5	6	6	1
April	7	5	6	7	7
May	13	9	5	8	8
June	16	15	12	6	7
July	15	14	7	8	
August	8	4	7	5	
September	7	6	8	4	
October	9	8	4	11	
November	8	5	12	6	
December	5	1	0	7	
<b>Totals</b>	<b>96</b>	<b>78</b>	<b>68</b>	<b>76</b>	<b>25</b>

**Commercial Receiving Dock**

- **Public Hoist** – Operational
- **Hallmark Seafood** - Operational
- **Bornstein Seafood** - Operational (Hoist has been removed for channel dredging)
- **Pacific Seafood** - North Pacific Seafood Dock – Operational – Report of concrete deteriorating at a joint in the lower dock. Port staff used a steel plate to bridge the damaged area.
- **New Pacific Seafood Dock** – Operational- cleats on top of pilings.

**Commercial Retail Building**

- One new lease was created for Chetco Dustless Blasting.
- Finalized LOI and began work on ground lease for Brookings Real Estate LLC.
- RV Show went well and no problems to report. They did have a good turn out and we hope to have them back again.
- All outlets were checked on the boardwalk for summer events.

**Maintenance Crew**

- Staff completed 97 work orders for the month of June 2023. Most work for staff concentrated on groundwork. Weeds under the boardwalk, parking stall painting, new catch basin tops and concrete poured for new crab pot storage area.

**Office Staff**

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

### FEMA

- Received updated quotes for clam shell dredging and approved Billeter Marine to complete the work.
- Procured and ordered tractor for dredging project.
- Revised quote on DRP120 dredge and option list, along with other comparable dredges.

### WWTP

- Ongoing permit discussion with DEQ and EPA on discharge limits, specifically to heavy metals.
- Port received reimbursement payment for payment request #1 for engineering and planning.
- Matching fund waiver is still under review by EPA.
- JPA was signed by Curry County and is now going to USACE and ODSL for review and approval.

For June 2023:

June 2023 Vessel Inspections:

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

Disposed:

- Boat Destroyed by Fire on 04/25/2023 – Mona Lisa – 533056 – Disposal completed 6/8/2023.

Ongoing Inspections:

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

Currently Scheduling Upcoming Inspections for:

- Rhumba (Michael Maas) (B2, I-15)
  - Michael canceled 2 scheduled vessel inspections in the Month of March.
  - Left voice message acknowledging cancellation and stated that if vessel inspection is delayed until August 2023, his moorage will not be renewed.
  - Travis spoke with Michael Maas on 07/07/23 for an update on scheduling vessel inspection. Vessel is not seaworthy at this time. We will follow up mid-August.
- Cajun Lady (Philip Locks) (B2, G18)
  - Scheduled vessel inspection for 1:30 pm on Tuesday, 7/25/23.
- Shar-Mar (Myrna Underwood-Scott) (B1, M18)
  - Spoke with Myrna regarding scheduling vessel inspection in July.



# Brooking Harbor VenTek RCS

## Monthly Transactions Summary Report

7 Jul 2023 10:12:36AM

Date: June 01, 2023 to June 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
Date: 2023 / June													
1	VS_All Pay												
	1	Boat Launch	370	910.00	760.00	140.00	0.00	0.00	0.00	0.00	0.00	0.00	1,810.00
	2	Daily Moorage	30	45.00	930.00	165.00	0.00	0.00	0.00	0.00	0.00	0.00	1,140.00
	4	Trailer Storage	12	0.00	420.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	420.00
		Subtotal	412	955.00	2,110.00	305.00	0.00	0.00	0.00	0.00	0.00	0.00	3,370.00
<b>Total Sales</b>			412	955.00	2,110.00	305.00	0.00	0.00	0.00	0.00	0.00	0.00	3,370.00
<b>Grand Totals</b>													
<b>Total Sales</b>			412	955.00	2,110.00	305.00	0.00	0.00	0.00	0.00	0.00	0.00	3,370.00

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

Date	Location	Description of Work	Action	Date Completed	Completed By	
6/1/23	Fish Station	Dumped carcasses	Completed	6/1/23	Brent	1
6/1/23	Boat Yard	Cleaned up and organized	Completed	6/1/23	Shawn & Sean	2
6/2/23	Boat Yard	Wes removed old trailers for recycling	Completed	6/2/23	Brent	3
6/2/23	Zola's	Fixed leaky spigot in kitchen	Completed	6/2/23	Brent & Travis	4
6/2/23	RV Bathrooms	Changed access codes to showers	Completed	6/2/23	Brent	5
6/2/23	Fuel Dock	Completed Monthly Inspections	Completed	6/2/23	Brent	6
6/2/23	Port Office	Replaced pump in failed septic system	Completed	6/2/23	Brent & Marian	7
6/2/23	RV Park Showers	Fixed one coin acceptor that was not working and replaced another coin acceptor that was not working	Completed	6/2/23	Brent	8
6/2/23	Basin 2, F11	Installed cleat in front of boat	Completed	6/2/23	Marian	9
6/2/23	Boat Yard	Cleaned up oil spill	Completed	6/2/23	Shawn & Sean	10
6/2/23	Boat Yard	Took out and set boat	Completed	6/2/23	Shawn - Sean - Travis	11
6/2/23	Boat Yard	Took apart floating dock	Completed	6/2/23	Shawn & Sean	12
6/2/23	Boat Yard	Put sailboat back in	Completed	6/2/23	Shawn - Sean - Travis	13
6/5/23	Gear Storage	Cleaned up area	Completed	6/5/23	Shawn & Sean	14
6/5/23	Boat Yard / CTR	Escorted boat to CTR	Completed	6/5/23	Shawn & Sean	15
6/6/23	Loading Dock	Greased public hoist	Completed	6/6/23	Shawn & Sean	16
6/6/23	RV Park Site #68	Dug up water to find leak	Completed	6/6/23	Shawn & Sean	17
6/6/23	Boat Yard	Cut up floating dock and put in dumpster	Completed	6/6/23	Shawn & Sean	18
6/6/23	Steel Wall	Greased hoist and moved pumps to wall	Completed	6/6/23	Shawn & Sean	19
6/7/23	New Gear Storage	Dug out and cut drain pipe	Completed	6/7/23	Shawn - Sean - Brent	20
6/7/23	Boat Yard	Put camel in the water and removed hoist from Bornstein	Completed	6/7/23	Shawn - Sean - Brent	21
6/8/23	Retail Women's Bathroom	Replaced flushometer in middle stall	Completed	6/8/23	Brent	22
6/8/23	Retail Women's Bathroom	Changed out wax ring	Completed	6/8/23	Shawn & Sean	23
6/8/23	Boat Yard	Finished loading 20 yard dumpster	Completed	6/8/23	Shawn & Sean	24
6/8/23	Steel Wall	Set up camel	Completed	6/8/23	Shawn - Sean - Travis - Brent	25
6/8/23	Gear Storage	Re-hung gate	Completed	6/8/23	Shawn	26
6/8/23	RV Park - Partial's	Cleaned out firepits	Completed	6/8/23	Trent	27
6/8/23	RV Park Site 68	Backfilled site #68 where there was a leak	Completed	6/8/23	Trent	28
6/9/23	RV Park Trailer Storage	Pulled weeds and sprayed storage area	Completed	6/9/23	Trent	29
6/9/23	Medford	Picked up drain covers from White City	Completed	6/9/23	Shawn	30
6/9/23	Transient Dock	Posted notice on American Maid	Completed	6/9/23	Brent & Sean	31
6/9/23	Boardwalk	Fixed rusted outlets	Completed	6/9/23	Brent	32
6/9/23	Port	Compacted all dumpsters	Completed	6/9/23	Brent	33
6/9/23	Firewood Delivery	Cleared area and stacked pallets	Completed	6/9/23	Brent	34
6/9/23	B1, Slip A-10	Replaced missing pedestal hooks	Completed	6/9/23	Sean	35
6/12/23	Fish Station	Dumped carcasses	Completed	6/12/23	Brent	36
6/12/23	Boat Yard	Loaded trailer with wood debris	Completed	6/12/23	Shawn - Sean - Brent	37
6/12/23	Boardwalk	Cleared under boardwalk	Completed	6/12/23	Shawn & Sean	38
6/12/23	RV Trailer Storage	Painted to define stalls	Completed	6/12/23	Brent	39
6/12/23	RV Spot #23	Replaced broken outlet cover	Completed	6/12/23	Brent	40
6/12/23	RV Trailer Storage	Re-striped trailer storage	Completed	6/12/23	Brent	41
6/13/23	Pier off the jetty	Posted "No Unattended Crab Pots Allowed" signs	Completed	6/13/23	Brent	42
6/13/23	Basin 1 & 2	Completed dock walks	Completed	6/13/23	Shawn	43
6/13/23	Boardwalk	Cleaned under boardwalk	Completed	6/13/23	Shawn & Sean	44
6/14/23	RV Park - Kite Field	Cleaned and repainted lines	Completed	6/14/23	Shawn - Sean - Brent	45
6/14/23	Port	Put broken pallets in RV dumpster	Completed	6/14/23	Shawn	46
6/15/23	Boat Yard	Fork lift job for "Innisfree"	Completed	6/15/23	Shawn & Travis	47
6/15/23	Port	Mowed	Completed	6/15/23	Shawn	48
6/16/23	Boat Yard	Set boat on trailer	Completed	6/16/23	Shawn - Sean - Travis	49
6/16/23	New Gear Storage	Moved dirt	Completed	6/16/23	Shawn - Sean	50
6/16/23	Boat Yard	Pumped boat	Completed	6/16/23	Shawn - Sean - Travis	51
6/20/23	New Gear Storage	Removed dirt and put at fuel dock	Completed	6/16/23	Shawn	52
6/20/23	New Gear Storage	Built forms for drains	Completed	6/20/23	Shawn - Sean - Brent - Marian	53

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6/20/23	New Gear Storage	Back-filled trench	Completed	6/20/23	Shawn - Sean	54
6/21/23	Boat Yard	Completed haul out	Completed	6/21/23	Shawn - Sean - Brent - Travis	55
6/21/23	New Gear Storage	Finished forms for drains	Completed	6/21/23	Shawn - Sean	56
6/22/23	Kite Field Restroom	Unclogged pipes	Completed	6/22/23	Shawn & Brent	57
6/22/23	Basin 2, O Dock	Brought up 4 barrels of bilge	Completed	6/22/23	Shawn - Sean - Brent	58
6/22/23	RV Park Restroom Arca	Weed-eated	Completed	6/22/23	Trent	59
6/22/23	New Gear Storage	Poured concrete	Completed	6/22/23	Shawn - Sean - Travis - Brent	60
6/23/23	Shop/RV Park	Smashed trash	Completed	6/23/23	Shawn	61
6/23/23	Shop/Oil Dump	Transferred bilge barrels	Completed	6/23/23	Shawn - Sean	62
6/23/23	RV Park Sidewalk	Fixed walkway cracks	Completed	6/23/23	Shawn	63
6/23/23	RV Park Office Area	Weed-eated	Completed	6/23/23	Trent	64
6/23/23	RV Park Restroom	Installed door stops	Completed	6/23/23	Shawn	65
6/23/23	Port/Boat Yard	Removed and filled new sandbags	Completed	6/23/23	Shawn - Sean	66
6/23/23	Fish Station	Dumped fish carcasses	Completed	6/23/23	Brent	67
6/26/23	Gear Storage	Completed crane job	Completed	6/26/23	Shawn - Travis	68
6/26/23	Basin 2, F-6	Raised boat to take to boat launch	Completed	6/26/23	Shawn - Sean - Travis - Brent	69
6/26/23	RV Park, Site 60	Fixed gaps in electrical panel	Completed	6/26/23	Trent and Brent	70
6/27/23	Life Vest	Re-armed life vest	Completed	6/27/23	Brent	71
6/27/23	Steel Wall	Completed crane job	Completed	6/27/23	Shawn - Travis	72
6/28/23	Dredge Project	Acquired quotes for 1-ton truck	Completed	6/28/23	Brent	73
6/28/23	Launch Ramp	Finished sewer connection for Sani-Sailor	Completed	6/28/23	Brent	74
6/28/23	Spent Oil Barrels & Tank	Scheduled removal and removed for recycle	Completed	6/28/23	Brent	75
6/28/23	Fish Station	Cleaned	Completed	6/28/23	Brent	76
6/28/23	Fish Station	Dumped Carcasses	Completed	6/28/23	Brent	77
6/29/23	RV Park, Pull Through sites	Weed-eated and sprayed	Completed	6/29/23	Trent	78
6/29/23	RV Park	Weed-eated between sites 12 & 13	Completed	6/29/23	Trent	79
6/27/23	Retail / Boat Launch	Pulled and burned weeds	Completed	6/27/23	Shawn - Sean - Marian	80
6/28/23	Boat Launch	Pulled and burned weeds	Completed	6/28/23	Shawn - Sean	81
6/28/23	Retail	Pulled and burned weeds	Completed	6/28/23	Shawn	82
6/29/23	Boat Yard	Put USCG back in water	Completed	6/29/23	Shawn - Sean	83
6/29/23	Boat Yard	Completed haul out	Completed	6/29/23	Shawn - Sean - Travis	84
6/29/23	Retail	Mowed and weed-eated	Completed	6/29/23	Shawn - Sean	85
6/29/23	Launch Ramp	Installed new MarineSync Communication Device	Completed	6/29/23	Brent & Gowman	86
6/29/23	Retail Septic System	Skimmed and Inspected	Completed	6/29/23	Brent	87
6/29/23	Boat Wash	Fixed pressure washer	Completed	6/29/23	Brent	88
6/30/23	RV Site #140	Replaced concrete block	Completed	6/30/23	Brent	89
6/30/23	RV Dumpsters	Compacted trash	Completed	6/30/23	Brent	90
6/30/23	Boat Yard	Compacted dumpster	Completed	6/30/23	Brent	91
6/30/23	Port Office	Restored system after server backup failed	Completed	6/30/23	Brent	92
6/30/23	Port Office	Installed MarineSync antenna	Completed	6/30/23	Brent	93
6/30/23	Boardwalk	Checked peds and fish screens	Completed	6/30/23	Shawn - Sean	94
6/30/23	Basin 1 - F Dock	Cleaned off brush from dock	Completed	6/30/23	Shawn - Sean	95
6/30/23	Fish Station	Dumped carcasses	Completed	6/30/23	Brent	96
6/30/23	Retail	Set up for Slam'n Salmon	Completed	6/30/23	Everyone	97
<b>TOTAL</b>						<b>97</b>

Date	Total Units	Occupied Units	Unoccupied Units	Occupancy
06/01/2023	127	37	90	29%
06/02/2023	127	52	75	41%
06/03/2023	127	53	74	42%
06/04/2023	127	47	80	37%
06/05/2023	127	52	75	41%
06/06/2023	127	41	86	32%
06/07/2023	127	43	84	34%
06/08/2023	127	50	77	39%
06/09/2023	127	76	51	60%
06/10/2023	127	87	40	69%
06/11/2023	127	68	59	54%
06/12/2023	127	35	92	28%
06/13/2023	127	40	87	31%
06/14/2023	127	46	81	36%
06/15/2023	127	62	65	49%
06/16/2023	127	81	46	64%
06/17/2023	127	84	43	66%
06/18/2023	127	71	56	56%
06/19/2023	127	53	74	42%
06/20/2023	127	56	71	44%
06/21/2023	127	53	74	42%
06/22/2023	127	63	64	50%
06/23/2023	127	86	41	68%
06/24/2023	127	84	43	66%
06/25/2023	127	52	75	41%
06/26/2023	127	48	79	38%
06/27/2023	127	53	74	42%
06/28/2023	127	57	70	45%
06/29/2023	127	63	64	50%
06/30/2023	127	82	45	65%
	3810	1775		

June Occupancy	47%
Total	



## Six Month Occupancy Forecast

July	59%
August	38%
September	18%
October	3%
November	1%
December	0%

# April's Tasks Completed

June 2023

- June 1** Prepared a copy of the Supplemental Budget for the June 14<sup>th</sup> budget meeting.
- June 1** Set up Connect online access for LGIP accounts for myself (was previously using Travis's login)
- June 1** Generated and sent out 34 Commercial Retail Lease Invoices for the month of June
- June 2** Sent a copy of the Notice of Termination given to Christopher Walko, and a current running estimate of daily charges on Transient Dock, to his court-appointed attorney (FV American Maid)
- June 6** Submitted 2<sup>nd</sup> Quarter 2023 payments for IFA loan accounts, totaling \$77,500
- June 8** Prepared Write Off Request for Board review at next meeting: Al Mills, amount owed \$4,560.02
- June 12** Renewed Curry County Business License for Beachfront RV Park 2023-24
- June 12** Processed Payroll, including SEP / IRA Contributions and payroll taxes
- June 14** Presented FY 2022-23 Supplemental Budget at Special Meeting
- June 16** Reconciled Umpqua and LGIP bank accounts for month ending May 2023
- June 20** Met with Gerald W. Burns, CPA, Accounting Advisor regarding end of FY 2022-23 and start of FY 2023-24, accounting practices in QuickBooks, balance sheets, next steps for Audit preparation.
- June 21** Attended Commissioner Meeting and Budget Hearings (Supplemental 2022-23, and FY 2023-24)
- June 26** Processed Payroll, including SEP / IRA Contributions and payroll taxes
- June 28** Entered 2023-24 rate changes into QuickBooks for all service/supply items, effective date: 7/1/2023. Set up new Resource item "Landing Fees" under Marina: Public Hoist services.
- June 30** Began Pre-Seizure process for "American Maid" owned by Christopher Walko. Sent copy of Pre-Seizure Notices to him, current registered owner of boat, and the Marine Board

# Denise's Tasks Completed

Date: June

- |                    |   |
|--------------------|---|
| <b>Daily</b>       | Processed fuel tickets, updated fuel dock sales spreadsheet, monitored transient dock       |
| <b>Daily</b>       | Processed Purchase Orders, Bills and Vendor Invoices  |
| <b>Daily</b>       | Made bank deposit, got mail, sorted and processed mail and entered payments into Quickbooks |
| <b>Daily</b>       | Processed RV Park Reconciliation and Deposit  |
| <b>Daily</b>       | Entered Deposit from office settlement and Backed Up Quickbooks                             |
| <b>June 1 - 30</b> | Handled storage inquiries and filled 2 vacant trailer/boat storage spaces                   |
| <b>June 9</b>      | Reorganized Abandoned and Derelict Vessels Cabinet, Archived and Indexed Old Files          |
| <b>June 12</b>     | Entered all May Kiosk credit card payments into Quickbooks                                  |
| <b>June 20</b>     | Invoiced for 24 gear storage spaces and 17 vessel/trailer storage spaces                    |
| <b>June 30</b>     | Assessed Finance Charges, ran and sent monthly statements and processed collections notices |

## NOTES:

### Recurring:

- Maintained work orders log and prepared month end report
- Maintained trailer/boat spreadsheets and waiting list, and gear storage spreadsheets
- Assisted with previous months' bank/Quickbooks reconciliations
- Ran cards on file for approved storage/lease/bar cam sponsor customers on first of month, and throughout month for approved fuel customers
- Assisted with processing vendor payments/checks and dropped off designated payments
- Filed periodic Equipment Maintenance sheets and other periodic inspection sheets

# Lisa's Tasks Completed

Date: June

- |                |  |
|----------------|--|
| <b>June 1</b>  | Posted for mailing August 2023 Moorage Renewals dated August 1 – 13, 2023.             |
| <b>June 12</b> | Prepared Updated Boat Slip Inventory List for Danielle King, Administrative Assistant. |
| <b>June 15</b> | Posted for mailing August 2023 Moorage Renewals dated August 16 – 29, 2023.            |
| <b>June 15</b> | Prepared Updated Marina Contact List for Brent Ferguson, Leadman.                      |
| <b>June 21</b> | Scheduled Vessel Inspection for SV: Cajun Lady – OR 422 ADG – B2, G18 – Philip Locks   |
| <b>June 27</b> | Prepared Updated Boat Slip Inventory List for Danielle King, Administrative Assistant. |

## NOTES:

Recurring:

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

# Danielle's Tasks Completed

Date: June 2023

- June 1 - 8** Put together regular commissioner meeting packet
  
- June 2** Met with Greg Jackson, with SDAO and Gary to help assist Greg with taking drone pictures of the Port
  
- June 8** Sent into OSMB (3) Abandoned and Seized Vessel forms for the Ports demolish of Nick Ryder, Bruce Clausen, and Brain Daly's vessels.
  
- June 9** Put together safety meeting for Monday June 12 staff meeting
  
- June 12** Rescheduled staff meeting and supplemental budget hearing
  
- June 16** Had an all-staff safety meeting. We discussed IT safety and July events. Set up a staff schedule for 4<sup>th</sup> of July. Had an office meeting.
  
- June 20** Made sure Commissioner Meeting room was ready for meeting the next day.
  
- June 21** Reviewed Chetco Dustless Blasting Lease Agreement from attorney
  
- June 23** Monitored F/V: Noah's Ark receive fuel over the steel wall
  
- June 28** Assisted with vessel that sank on Basin 2 F Dock
  
- June 30** Completed meeting packet for July 6, placed packet on website and distributed to commissioners
  
- June 30** Helped put up cones and signs for Slam'N Salmon Event

# Gary's Tasks Completed

June 2023

**June 1 thru  
June 30**

Review & updated clam dredging quotes from West Coast Contractors, Legacy Contracting and Billeter Marine. Board approved lowest quoted price from Billeter Marine and Port Counsel started contract review to meet FEMA requirements. Contract review extended into July.

**June 1 thru  
June 30**

Joint Permit Application (JPA) submitted to Curry County Planning Department for land use approval for the WWTP in-water work (repair of old dock). County approved land use and now waiting on USACE and ODSL approvals.

**June 1 thru  
June 30**

Worked on FEMA procurements – Dredge, tractor-loader and concrete blocks. Looked at other types of dredge machines and types before making final decision. Received three quotes from Case, John Deere and Cat manufacturers. Received two quotes from out-of-town suppliers and their delivery costs exceed purchase price from Tidewater.

**June 1 thru  
June 30**

Updating and tracking all costs involved with FEMA, EPA and HMGP. FEMA PW-162 payment of \$103,547) is still under FEMA review (day 70 as of July 10). Received EPA payment of \$74,862 this month, took 34 days.

**June 2**

SDAO drone videos and pictures of Port completed and on Port server.

**June 2 thru  
June 16**

Preparing and updating Strategic Business Plan Tables 14, 15 and 17, and Project Opportunities Map for the next annual update. Update needed to plan for future project funding.

**June 7**

Completed review of Hazard Mitigation Plan for Jack Akin/EMC to submit for FEMA approval.

**June 12 thru  
June 30**

Took all old construction drawings from the storage containers to separate copies and keep the best quality sets. Then got them all copied to digital. Trashed all unreadable copies and kept all readable drawings. All old drawings stored in Shop Office. Digital copies still being organized to be archived on Port server.

**June 14 thru  
June 21**

Created as-built drawing of all utilities throughout Port properties.

**June 26 thru  
June 30**

Created budget estimate for FEMA dredging which includes all purchases, labor (port employees), outside contractor contracts and equipment rental (port equipment) to watch overspending.

**June 28**

Harbor Water water testing results came in and were emailed to Jack Akin/EMC for WWTP permit testing analysis.

**June 29**

McLennan Excavation, 5-R Excavation and Tidewater were given EMC drawings of the sediment storage area to provide quotes on slope repair work.

**June 30**

1pm Traffic counter meter was installed at the RV Park front gate. Tracking vehicles for grant purposes.

**NOTES:**

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# SAFETY, SECURITY, AND ENVIRONMENTAL REPORT

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**DATE:** July 19, 2023  
**RE:** June 2023  
**TO:** Travis Webster, Port Manager  
**ISSUED BY:** Danielle King, Safety, Security, & Environmental Coordinator

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## SAFETY

- Port staff discussed IT safety and upcoming events for June and July.

## INCIDENTS

POBH recorded (4) incidents for the month of June bringing the year total to (26). Incidents included:

- Port staff was notified of an individual displaying inappropriate acts in the restroom, Curry County Sheriffs were called, and the individual was arrested.
- An RV Park Guest was having a large get together (Boulton Bash) and was using rv sites for parking stalls and a “party site”. Port staff asked the group to use public parking stalls and public picnic area for future events. Guest was upset but cleaned up sites.
- An RV Park guest was fearful when another RV Park guest was belligerent and disorderly. Sheriffs were not called during the time of the incident.
- Port staff came across a vessel that had taken on water. Staff pumped water out of vessel and brought vessel to the launch ramp for the owner to remove from the harbor. No spills or discharge of oils/fuels happened during this vessel recovery.

## SECURITY

Four Aces Security Solutions and POBH recorded (59) security issues for the month of June bringing the year total to (202). Issues included:

- (21) Overnight parking tickets.
- (13) Unauthorized visitors on Port Property after hours
- (2) Parking Violations throughout the Port
- (13) Ticket Violations in Boat Launch Parking Lot
- (2) Unhitched Trailers
- (6) Parking Violations in the Boat Launch Parking Lot
- (2) No Camping

## ENVIRONMENTAL / DEQ 1200-Z INDUSTRIAL STORMWATER

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



**UPCOMING EVENTS**

<b>Date</b>	<b>Event</b>	<b>Location</b>	<b>Organizer</b>
July 22 - July 23	Bigfoot Blues Fest	Boardwalk	Bruce Ellis
August 5 - August 6	Art on the Coast	Boardwalk	Laura Brown
August 10 - August 13	Pirates of the Pacific Festival	Boardwalk	Bruce Ellis

# FINANCIAL SUMMARY

**DATE:** July 19, 2023  
**RE:** Month End Report for June 2023  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** April Walker, Office Manager

## June 2023 Financial Report – Overview

### Balance Sheet

- Unrestricted Cash and Equivalents totaled \$458,275
- Restricted Cash and Equivalents totaled \$572,460
- Total Checking/Savings (cash) at \$1,077,426

### June Profit & Loss

- Total revenue for all funds was \$422,008
- Total expense was \$408,415
- The net income for June was \$13,594

June Program Revenues		June Program Expenditures		Net
Beachfront RV Park	\$66,429	\$27,751		\$38,677
Commercial / Retail	\$52,225	\$23,770		\$28,456
Fuel Dock	\$82,468	\$70,144		\$12,324
Marina	\$87,223	\$73,278		\$13,946
<b>Total General Fund</b>	<b>\$288,345</b>	<b>\$194,943</b>		<b>\$93,403</b>

### Budget Performance FY 2022-2023

- Total income for all funds is 62.9%, with general fund revenues at 92.8%
  - Total expenditure for all funds is 52.4%, with general fund expenditure at 86.1%
- \* These percentages do not yet reflect the approved Supplemental Budget; that data should be available at the next Regular Meeting.*

### ATTACHMENTS

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

	Jun 30, 23
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
100 · UNRESTRICTED CASH & EQUIVALENTS	
101 · GENERAL FUND CHECKING & LGIP	
10103 · General Funds Ckg Umpqua 3634	132,282.21
10106 · General Fund LGIP 6017	280,106.05
10107 · Dredging LGIP 6254	43,778.04
Total 101 · GENERAL FUND CHECKING & LGIP	456,166.30
10101 · Petty Cash	399.00
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	458,275.30
110 · RESTRICTED CASH & EQUIVALENTS	
104 · RESTRICTED MONEY MKT & CHECKING	
20104 · USDA BOND Umpqua MM 9529	2,521.32
30104 · Debt Service Umpqua MM 8627	2,507.17
40104 · Capital Projects Umpqua 8018	7,729.69
Total 104 · RESTRICTED MONEY MKT & CHECKING	12,758.18
105 · RESTRICTED LGIP	
20105 · USDA Bond Fund LGIP 6021	102,568.35
30105 · IFA Debt Service Fund LGIP 6020	28,836.15
50105 · Reserve Fund LGIP 6018	425,327.45
70105 · Capital Projects LGIP 6273	
70105.2 · Port Construction Fund	217,128.94
70105 · Capital Projects LGIP 6273 - Other	-214,159.52
Total 70105 · Capital Projects LGIP 6273	2,969.42
Total 105 · RESTRICTED LGIP	559,701.37
Total 110 · RESTRICTED CASH & EQUIVALENTS	572,459.55
Total Checking/Savings	1,030,734.85
<b>Accounts Receivable</b>	
120 · ACCOUNTS RECEIVABLE	-23,259.50
Total Accounts Receivable	-23,259.50
<b>Other Current Assets</b>	
130 · DUE FROM TRANSFERS	
40130 · Due From Capital Projects	66,758.00
Total 130 · DUE FROM TRANSFERS	66,758.00
150 · Undeposited Funds	3,193.10
Total Other Current Assets	69,951.10
Total Current Assets	1,077,426.45
<b>TOTAL ASSETS</b>	<b>1,077,426.45</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
100222 · Payroll Liabilities	

## Port of Brookings Harbor Balance Sheet

Cash Basis

	Jun 30, 23
10222 · HealthCare Premium - Dependent	-1,359.66
Total 100222 · Payroll Liabilities	-1,359.66
10226 · Lodging Tax Payable	33,290.68
230 · DUE TO TRANSFERS	
40230 · Due To General Fund from CP	66,758.00
Total 230 · DUE TO TRANSFERS	66,758.00
Total Other Current Liabilities	98,689.02
Total Current Liabilities	98,689.02
Total Liabilities	98,689.02
<b>Equity</b>	
300 · Fund Balance	
301 · Unappropriated Balance	
10301 · General Fund Unappropriated Bal	532,465.33
20301 · Revenue Bond Unappropriate Bal	102,351.92
30301 · Debt Service Unappropriated Bal	22,758.51
40301 · Capital Project Unappropriated	40,430.77
50301 · Reserve Fund Unappropriated Bal	402,738.52
70301 · Port Const. Fund Unappropriated	569,448.67
Total 301 · Unappropriated Balance	1,670,193.72
302 · Appropriated Carryover	
10302 · General Fund Appropriated Carry	-532,465.33
20302 · Revenue Bond Appropriated Carry	-102,351.92
30302 · Debt Service Appropriated Carry	-22,758.51
40302 · Capital Proj Appropriated Carry	-40,430.77
50302 · Reserve Fund Appropriated Carry	-402,738.52
70302 · Port Const. Fund Appropriated	-569,448.67
Total 302 · Appropriated Carryover	-1,670,193.72
Total 300 · Fund Balance	0.00
3900 · RETAINED EARNINGS	1,943.12
Net Income	976,794.31
Total Equity	978,737.43
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,077,426.45</b>

**Port of Brookings Harbor  
Profit & Loss**

Cash Basis

June 2023

	Jun 23
<b>Income</b>	
<b>400 · REVENUES</b>	
<b>401 · GENERAL FUND REVENUES</b>	
10412 · Property Tax Current	6,178.35
10413 · Property Tax Prior	309.02
10414 · Interest General Fund	812.31
10418 · Miscellaneous	6.15
<b>Total 401 · GENERAL FUND REVENUES</b>	7,305.83
<b>402 · GENERAL FUND PROGRAM REVENUES</b>	
<b>10421 · MARINA</b>	
<b>10421.2 · MOORAGE</b>	
10421.3 · Commercial Slip Rent	16,233.98
10421.4 · Recreational Slip Rent	47,904.24
10421.5 · Transient	2,258.79
10421.6 · Other Moorage	112.50
<b>Total 10421.2 · MOORAGE</b>	66,509.51
10422 · Boat Launch	1,330.00
<b>10423 · STORAGE</b>	
10423.1 · Gear Storage	2,681.10
10423.2 · Boat Storage	2,490.00
<b>Total 10423 · STORAGE</b>	5,171.10
10424 · ADMINISTRATIVE FEES	424.47
<b>10425 · MARINE SERVICES</b>	
10425.1 · Travelift	3,400.00
10425.2 · 12 K Telehandler	1,104.00
10425.3 · Other Sales & Fees	7,101.18
10425.4 · Public Hoist	35.00
<b>Total 10425 · MARINE SERVICES</b>	11,640.18
10426 · EVENTS ON PORT PROPERTY	2,462.00
<b>Total 10421 · MARINA</b>	87,537.26
<b>10427 · BEACHFRONT RV PARK</b>	
10427.1 · Space Rental	60,117.84
10427.2 · Other Sales & Fees	6,310.75
<b>Total 10427 · BEACHFRONT RV PARK</b>	66,428.59
<b>10428 · COMMERCIAL RETAIL</b>	
10428.1 · Retail Property	34,210.75
10428.2 · Docks	19,306.44
10428.3 · CPI and Other Fees	3,268.08
10428 · COMMERCIAL RETAIL - Other	-3,905.39
<b>Total 10428 · COMMERCIAL RETAIL</b>	52,879.88
10429 · FUEL DOCK	81,499.76
<b>Total 402 · GENERAL FUND PROGRAM REVEN...</b>	288,345.49
<b>420 · USDA REVENUE BOND FUND</b>	
20414 · Interest Revenue Bond Fund	331.92
20419 · Transfer to USDA Bond Fund	10,847.00
<b>Total 420 · USDA REVENUE BOND FUND</b>	11,178.92

**Port of Brookings Harbor  
Profit & Loss**

June 2023

Cash Basis

	Jun 23
<b>430 · DEBT SERVICE FUND REVENUE</b>	
30414 · Interest Debt Service Fund	127.15
30419 · Transfer to Debt Service Fund	31,958.71
<b>Total 430 · DEBT SERVICE FUND REVENUE</b>	32,085.86
<b>440 · CAPITAL PROJECTS FUND REVENUE</b>	
40416 · Government Funding	
40416.1 · Grant Funding	74,862.70
<b>Total 40416 · Government Funding</b>	74,862.70
<b>Total 440 · CAPITAL PROJECTS FUND REVENUE</b>	74,862.70
<b>450 · RESERVE FUND REVENUE</b>	
50414 · Interest Reserve Fund	1,409.57
50419 · Transfer to Reserve Fund	2,000.00
<b>Total 450 · RESERVE FUND REVENUE</b>	3,409.57
<b>460 · DEBT SERV. RV PARK IMPROV. FUND</b>	
60419 · Transfer OR FFC 2020 Debt Serv.	4,809.87
<b>Total 460 · DEBT SERV. RV PARK IMPROV. FUND</b>	4,809.87
<b>470 · PORT CONSTRUCTION FUND REVENUE</b>	
70414 · Interest Port Construction Fund	9.85
<b>Total 470 · PORT CONSTRUCTION FUND REVE...</b>	9.85
<b>Total 400 · REVENUES</b>	422,008.09
<b>Total Income</b>	422,008.09
<b>Gross Profit</b>	422,008.09
<b>Expense</b>	
<b>600 · GENERAL FUND EXPENDITURES</b>	
10900 · Operating Transfers Out General	49,615.58
<b>500 · PERSONNEL SERVICES</b>	
10502 · Office Staff	26,521.01
10504 · Operations Staff	14,660.93
10506 · Overtime	235.21
<b>10508 · Payroll Taxes/Costs/Benefits</b>	
10508.1 · Paid Holidays	3,342.48
10508.2 · Sick Leave Benefit	212.35
10508.3 · Vacation	5,313.45
10508.4 · Payroll Taxes	5,347.29
10508.5 · SEP Retirement	22,242.13
<b>Total 10508 · Payroll Taxes/Costs/Benefits</b>	36,457.70
10510 · Health Care and Dental	10,440.04
<b>Total 500 · PERSONNEL SERVICES</b>	88,314.89
<b>601 · GENERAL FUND Material &amp; Service</b>	
10601 · ADVERTISING & NOTIFICATIONS	964.81
<b>10602 · REPAIRS &amp; MAINTENANCE</b>	
10602.1 · Equip. Repair/Maintenance	23.98
10602.2 · Supplies	35,234.48
10602.3 · Services	16,572.16

**Port of Brookings Harbor  
Profit & Loss**

Cash Basis

June 2023

	Jun 23
Total 10602 · REPAIRS & MAINTENANCE	51,830.62
10603 · FUEL purchased for resale	55,376.13
10605 · UTILITIES	
10605.1 · Electric	17,330.92
10605.3 · Sanitary	3,949.28
10605.5 · Telecommunications	1,332.09
10605.6 · Waste Removal	2,555.84
10605.7 · Water	2,889.37
	28,057.50
Total 10605 · UTILITIES	28,057.50
10606 · OFFICE EXPENSE	1,499.78
10607 · BANK SERVICE & FINANCE FEES	4,978.59
10609 · PERMITS, LICENSES, TAXES & MISC	1,007.23
10610 · INSURANCE; PROP & CAS, BOND	11,681.75
10611 · PROFESSIONAL FEES	
10611.2 · Attorney	4,680.00
10611.3 · Engineering	12,390.00
10611.4 · Other Support/Consultant	717.06
	17,787.06
Total 10611 · PROFESSIONAL FEES	17,787.06
Total 601 · GENERAL FUND Material & Service	173,183.47
Total 600 · GENERAL FUND EXPENDITURES	311,113.94
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
	77,500.00
Total 30802P · IFA PRINCIPAL	77,500.00
801 · Principal	
30803P · 50 BFMII Travelift Principal	4,431.68
30804P · 2018 Genie Forklift Principal	1,280.32
	5,712.00
Total 801 · Principal	5,712.00
810 · Interest Payments	
30813I · 50 BFMII Travelift Interest	227.32
30814I · 2018 Genie Forklift Interest	184.39
	411.71
Total 810 · Interest Payments	411.71
Total 630 · DEBT SERVICE FUND EXPENDITURES	83,623.71
640 · CAPT. PROJ. EXPENDITURES	
740 · CAPT. PROJ. CAPITAL OUTLAY	
40702 · Land Improvement - Capt Proj	
40702.1 · Engineering/Consultants	6,420.00
40702.3 · Services	2,447.07
	8,867.07
Total 40702 · Land Improvement - Capt Proj	8,867.07
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	8,867.07

**Port of Brookings Harbor  
Profit & Loss**

Cash Basis

June 2023

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	<u>Jun 23</u>
Total 640 · CAPT. PROJ. EXPENDITURES	8,867.07
660 · DEBT SERV. RV PARK EXPENDITURES	
60806P · RV Park Improv. Loan Principal	3,320.92
60815I · RV Park Improv. Loan Interest	1,488.95
	<hr/>
Total 660 · DEBT SERV. RV PARK EXPENDITURES	4,809.87
Total Expense	<hr/> 408,414.59 <hr/>
Net Income	<hr/> <b>13,593.50</b> <hr/>



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Cash Basis

## Port of Brookings Harbor Profit & Loss General Fund June 2023

	BEACHFRONT RV P...	COMMERCIAL RETA...	FUEL DOCK	MARINA	Total GENERAL FUND	TOTAL
	(GENERAL FUND)	(GENERAL FUND)	(GENERAL FUND)	(GENERAL FUND)		
<b>Income</b>						
400 · REVENUES						
402 · GENERAL FUND PROGRAM REVENUES						
10421 · MARINA						
10421.2 · MOORAGE						
10421.3 · Commercial Slip Rent	0.00	0.00	0.00	16,233.98	16,233.98	16,233.98
10421.4 · Recreational Slip Rent	0.00	0.00	0.00	47,904.24	47,904.24	47,904.24
10421.5 · Transient	0.00	0.00	968.49	1,290.30	2,258.79	2,258.79
10421.6 · Other Moorage	0.00	0.00	0.00	112.50	112.50	112.50
<b>Total 10421.2 · MOORAGE</b>	<b>0.00</b>	<b>0.00</b>	<b>968.49</b>	<b>65,541.02</b>	<b>66,509.51</b>	<b>66,509.51</b>
10422 · Boat Launch	0.00	0.00	0.00	1,330.00	1,330.00	1,330.00
10423 · STORAGE						
10423.1 · Gear Storage	0.00	0.00	0.00	2,681.10	2,681.10	2,681.10
10423.2 · Boat Storage	0.00	0.00	0.00	2,490.00	2,490.00	2,490.00
<b>Total 10423 · STORAGE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,171.10</b>	<b>5,171.10</b>	<b>5,171.10</b>
10424 · ADMINISTRATIVE FEES	0.00	-654.63	0.00	1,079.10	424.47	424.47
10425 · MARINE SERVICES						
10425.1 · Travellift	0.00	0.00	0.00	3,400.00	3,400.00	3,400.00
10425.2 · 12 K Telehandler	0.00	0.00	0.00	1,104.00	1,104.00	1,104.00
10425.3 · Other Sales & Fees	0.00	0.00	0.00	7,101.18	7,101.18	7,101.18
10425.4 · Public Hoist	0.00	0.00	0.00	35.00	35.00	35.00
<b>Total 10425 · MARINE SERVICES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,640.18</b>	<b>11,640.18</b>	<b>11,640.18</b>
10426 · EVENTS ON PORT PROPERTY	0.00	0.00	0.00	2,462.00	2,462.00	2,462.00
<b>Total 10421 · MARINA</b>	<b>0.00</b>	<b>-654.63</b>	<b>968.49</b>	<b>87,223.40</b>	<b>87,537.26</b>	<b>87,537.26</b>
10427 · BEACHFRONT RV PARK						
10427.1 · Space Rental	60,117.84	0.00	0.00	0.00	60,117.84	60,117.84
10427.2 · Other Sales & Fees	6,310.75	0.00	0.00	0.00	6,310.75	6,310.75
<b>Total 10427 · BEACHFRONT RV PARK</b>	<b>66,428.59</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>66,428.59</b>	<b>66,428.59</b>
10428 · COMMERCIAL RETAIL						
10428.1 · Retail Property	0.00	34,210.75	0.00	0.00	34,210.75	34,210.75
10428.2 · Docks	0.00	19,306.44	0.00	0.00	19,306.44	19,306.44
10428.3 · CPI and Other Fees	0.00	3,268.08	0.00	0.00	3,268.08	3,268.08
10428 · COMMERCIAL RETAIL - Other	0.00	-3,905.39	0.00	0.00	-3,905.39	-3,905.39
<b>Total 10428 · COMMERCIAL RETAIL</b>	<b>0.00</b>	<b>52,879.88</b>	<b>0.00</b>	<b>0.00</b>	<b>52,879.88</b>	<b>52,879.88</b>
10429 · FUEL DOCK	0.00	0.00	81,499.76	0.00	81,499.76	81,499.76
<b>Total 402 · GENERAL FUND PROGRAM REVENUES</b>	<b>66,428.59</b>	<b>52,225.25</b>	<b>82,468.25</b>	<b>87,223.40</b>	<b>288,345.49</b>	<b>288,345.49</b>
<b>Total 400 · REVENUES</b>	<b>66,428.59</b>	<b>52,225.25</b>	<b>82,468.25</b>	<b>87,223.40</b>	<b>288,345.49</b>	<b>288,345.49</b>
<b>Total Income</b>	<b>66,428.59</b>	<b>52,225.25</b>	<b>82,468.25</b>	<b>87,223.40</b>	<b>288,345.49</b>	<b>288,345.49</b>
<b>Gross Profit</b>	<b>66,428.59</b>	<b>52,225.25</b>	<b>82,468.25</b>	<b>87,223.40</b>	<b>288,345.49</b>	<b>288,345.49</b>
<b>Expense</b>						

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

	BEACHFRONT RV P...	COMMERCIAL RETA...	FUEL DOCK	MARINA	Total GENERAL FUND	TOTAL
	(GENERAL FUND)	(GENERAL FUND)	(GENERAL FUND)	(GENERAL FUND)		
<b>600 · GENERAL FUND EXPENDITURES</b>						
<b>500 · PERSONNEL SERVICES</b>						
10502 · Office Staff	0.00	0.00	0.00	0.00	0.00	0.00
10504 · Operations Staff	0.00	0.00	0.00	0.00	0.00	0.00
10506 · Overtime	0.00	0.00	0.00	0.00	0.00	0.00
10508 · Payroll Taxes/Costs/Benefits						
10508.1 · Paid Holidays	0.00	0.00	0.00	0.00	0.00	0.00
10508.2 · Sick Leave Benefit	0.00	0.00	0.00	0.00	0.00	0.00
10508.3 · Vacation	1,849.00	0.00	0.00	0.00	1,849.00	1,849.00
10508.4 · Payroll Taxes	198.77	0.00	0.00	0.00	198.77	198.77
10508.5 · SEP Retirement	4,102.73	5,054.13	5,054.21	8,031.06	22,242.13	22,242.13
<b>Total 10508 · Payroll Taxes/Costs/Benefits</b>	<b>6,150.50</b>	<b>5,054.13</b>	<b>5,054.21</b>	<b>8,031.06</b>	<b>24,289.90</b>	<b>24,289.90</b>
10510 · Health Care and Dental	2,610.06	2,610.05	2,610.05	2,609.88	10,440.04	10,440.04
<b>Total 500 · PERSONNEL SERVICES</b>	<b>8,760.56</b>	<b>7,664.18</b>	<b>7,664.26</b>	<b>10,640.94</b>	<b>34,729.94</b>	<b>34,729.94</b>
<b>601 · GENERAL FUND Material &amp; Service</b>						
10601 · ADVERTISING & NOTIFICATIONS	517.21	149.17	149.21	149.22	964.81	964.81
10602 · REPAIRS & MAINTENANCE						
10602.1 · Equip. Repair/Maintenance	0.00	0.00	0.00	23.98	23.98	23.98
10602.2 · Supplies	5,611.12	6,770.28	4,472.29	17,812.83	34,666.50	34,666.50
10602.3 · Services	1,160.21	1,057.46	99.56	14,254.93	16,572.16	16,572.16
<b>Total 10602 · REPAIRS &amp; MAINTENANCE</b>	<b>6,771.33</b>	<b>7,827.72</b>	<b>4,571.85</b>	<b>32,091.74</b>	<b>51,262.64</b>	<b>51,262.64</b>
10603 · FUEL purchased for resale	0.00	0.00	55,376.13	0.00	55,376.13	55,376.13
10605 · UTILITIES						
10605.1 · Electric	3,653.49	704.38	127.07	12,845.98	17,330.92	17,330.92
10605.3 · Sanitary	747.54	1,633.23	42.07	1,526.44	3,949.28	3,949.28
10605.5 · Telecommunications	306.31	91.98	137.92	795.90	1,332.09	1,332.09
10605.6 · Waste Removal	1,052.06	0.00	0.00	1,503.78	2,555.84	2,555.84
10605.7 · Water	286.06	473.59	26.00	2,103.72	2,889.37	2,889.37
<b>Total 10605 · UTILITIES</b>	<b>6,045.46</b>	<b>2,903.16</b>	<b>333.06</b>	<b>18,775.82</b>	<b>28,057.50</b>	<b>28,057.50</b>
10606 · OFFICE EXPENSE	408.56	363.75	363.74	363.73	1,499.78	1,499.78
10607 · BANK SERVICE & FINANCE FEES	3,005.10	0.00	547.54	1,423.15	4,975.79	4,975.79
10609 · PERMITS, LICENSES, TAXES & MISC	276.49	174.00	174.00	372.74	997.23	997.23
10610 · INSURANCE; PROP & CAS, BOND	979.60	2,222.67	176.00	8,303.48	11,681.75	11,681.75
10611 · PROFESSIONAL FEES						
10611.2 · Attorney	663.00	2,340.00	663.00	1,014.00	4,680.00	4,680.00
10611.4 · Other Support/Consultant	324.04	125.03	124.98	143.01	717.06	717.06
<b>Total 10611 · PROFESSIONAL FEES</b>	<b>987.04</b>	<b>2,465.03</b>	<b>787.98</b>	<b>1,157.01</b>	<b>5,397.06</b>	<b>5,397.06</b>
<b>Total 601 · GENERAL FUND Material &amp; Service</b>	<b>18,990.79</b>	<b>16,105.50</b>	<b>62,479.51</b>	<b>62,836.89</b>	<b>160,212.69</b>	<b>160,212.69</b>
<b>Total 600 · GENERAL FUND EXPENDITURES</b>	<b>27,751.35</b>	<b>23,769.68</b>	<b>70,143.77</b>	<b>73,277.83</b>	<b>194,942.63</b>	<b>194,942.63</b>
<b>Total Expense</b>	<b>27,751.35</b>	<b>23,769.68</b>	<b>70,143.77</b>	<b>73,277.83</b>	<b>194,942.63</b>	<b>194,942.63</b>
<b>Net Income</b>	<b>38,677.24</b>	<b>28,455.57</b>	<b>12,324.48</b>	<b>13,945.57</b>	<b>93,402.86</b>	<b>93,402.86</b>

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

	Jul '22 - Jun 23	Budget	% of Budget
<b>Income</b>			
<b>400 · REVENUES</b>			
<b>401 · GENERAL FUND REVENUES</b>			
10411 · Cash Carry Over	337,247.33	490,000.00	68.8%
10412 · Property Tax Current	268,422.33	250,000.00	107.4%
10413 · Property Tax Prior	8,710.24	10,000.00	87.1%
10414 · Interest General Fund	5,858.87	2,000.00	292.9%
10417 · Assets Sales	174,236.00	10,000.00	1,742.4%
10418 · Miscellaneous	60,759.57	66,000.00	92.1%
10420 · Grants & Other Funding - GF	50,000.00	20,000.00	250.0%
<b>Total 401 · GENERAL FUND REVENUES</b>	<b>905,234.34</b>	<b>848,000.00</b>	<b>106.7%</b>
<b>402 · GENERAL FUND PROGRAM REVENUES</b>			
<b>10421 · MARINA</b>			
<b>10421.2 · MOORAGE</b>			
10421.3 · Commercial Slip Rent	167,777.70		
10421.4 · Recreational Slip Rent	381,366.08		
10421.5 · Transient	11,685.71	0.00	100.0%
10421.6 · Other Moorage	12,150.00		
<b>Total 10421.2 · MOORAGE</b>	<b>572,979.49</b>	<b>0.00</b>	<b>100.0%</b>
10422 · Boat Launch	26,684.00		
<b>10423 · STORAGE</b>			
10423.1 · Gear Storage	68,535.44		
10423.2 · Boat Storage	32,688.00		
<b>Total 10423 · STORAGE</b>	<b>101,223.44</b>		
10424 · ADMINISTRATIVE FEES	6,893.45	0.00	100.0%
<b>10425 · MARINE SERVICES</b>			
10425.1 · Travelift	42,650.00	0.00	100.0%
10425.2 · 12 K Telehandler	9,330.00	0.00	100.0%
10425.3 · Other Sales & Fees	38,375.56		
10425.4 · Public Hoist	4,782.70		
10425 · MARINE SERVICES - Other	0.00	0.00	0.0%
<b>Total 10425 · MARINE SERVICES</b>	<b>95,138.26</b>	<b>0.00</b>	<b>100.0%</b>
10426 · EVENTS ON PORT PROPERTY	11,107.00		
10421 · MARINA - Other	0.00	842,000.00	0.0%
<b>Total 10421 · MARINA</b>	<b>814,025.64</b>	<b>842,000.00</b>	<b>96.7%</b>
<b>10427 · BEACHFRONT RV PARK</b>			
10427.1 · Space Rental	642,260.69	0.00	100.0%
10427.2 · Other Sales & Fees	53,393.68	0.00	100.0%
10427 · BEACHFRONT RV PARK - Other	0.00	800,000.00	0.0%
<b>Total 10427 · BEACHFRONT RV PARK</b>	<b>695,654.37</b>	<b>800,000.00</b>	<b>87.0%</b>
<b>10428 · COMMERCIAL RETAIL</b>			
10428.1 · Retail Property	345,653.26	0.00	100.0%
10428.2 · Docks	196,780.51	0.00	100.0%
10428.3 · CPI and Other Fees	49,808.46	0.00	100.0%
10428 · COMMERCIAL RETAIL - Other	-3,905.39	635,000.00	-0.6%
<b>Total 10428 · COMMERCIAL RETAIL</b>	<b>588,336.84</b>	<b>635,000.00</b>	<b>92.7%</b>
10429 · FUEL DOCK	989,991.07	1,050,000.00	94.3%
<b>Total 402 · GENERAL FUND PROGRAM REVENU...</b>	<b>3,088,007.92</b>	<b>3,327,000.00</b>	<b>92.8%</b>
<b>420 · USDA REVENUE BOND FUND</b>			
20411 · Cash Carry Over - USDA Revenue	102,841.78	102,820.00	100.0%
20414 · Interest Revenue Bond Fund	2,247.89	840.00	267.6%
20419 · Transfer to USDA Bond Fund	130,120.00	130,120.00	100.0%
<b>Total 420 · USDA REVENUE BOND FUND</b>	<b>235,209.67</b>	<b>233,780.00</b>	<b>100.6%</b>

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

	Jul '22 - Jun 23	Budget	% of Budget
<b>430 · DEBT SERVICE FUND REVENUE</b>			
30411 · Cash Carry Over - Debt Service	23,094.07	23,100.00	100.0%
30414 · Interest Debt Service Fund	1,371.07	616.00	222.6%
30419 · Transfer to Debt Service Fund	383,504.52	391,484.00	98.0%
<b>Total 430 · DEBT SERVICE FUND REVENUE</b>	<b>407,969.66</b>	<b>415,200.00</b>	<b>98.3%</b>
<b>440 · CAPITAL PROJECTS FUND REVENUE</b>			
40411 · Cash Carry Over - Capt Proj	0.00	2,500.00	0.0%
40416 · Government Funding			
40416.1 · Grant Funding	74,862.70		
40416.2 · FEMA Funding	66,460.92	3,580,000.00	1.9%
40416.3 · State Lottery Funding	0.00	0.00	0.0%
<b>Total 40416 · Government Funding</b>	<b>141,323.62</b>	<b>3,580,000.00</b>	<b>3.9%</b>
40419 · Transfer to Capital Project	0.00	0.00	0.0%
<b>Total 440 · CAPITAL PROJECTS FUND REVENUE</b>	<b>141,323.62</b>	<b>3,582,500.00</b>	<b>3.9%</b>
<b>450 · RESERVE FUND REVENUE</b>			
50411 · Cash Carry Over - Reserve Fund	215,799.89	215,700.00	100.0%
50414 · Interest Reserve Fund	11,291.56	1,500.00	752.8%
50419 · Transfer to Reserve Fund	198,236.00	26,000.00	762.4%
<b>Total 450 · RESERVE FUND REVENUE</b>	<b>425,327.45</b>	<b>243,200.00</b>	<b>174.9%</b>
<b>460 · DEBT SERV. RV PARK IMPROV. FUND</b>			
60419 · Transfer OR FFC 2020 Debt Serv.	57,718.44	57,720.00	100.0%
<b>Total 460 · DEBT SERV. RV PARK IMPROV. FUND</b>	<b>57,718.44</b>	<b>57,720.00</b>	<b>100.0%</b>
<b>470 · PORT CONSTRUCTION FUND REVENUE</b>			
70411 · Cash Carry Over - Port Const.	574,018.64	572,000.00	100.4%
70414 · Interest Port Construction Fund	5,852.26	1,170.00	500.2%
<b>Total 470 · PORT CONSTRUCTION FUND REVE...</b>	<b>579,870.90</b>	<b>573,170.00</b>	<b>101.2%</b>
<b>Total 400 · REVENUES</b>	<b>5,840,662.00</b>	<b>9,280,570.00</b>	<b>62.9%</b>
<b>Total Income</b>	<b>5,840,662.00</b>	<b>9,280,570.00</b>	<b>62.9%</b>
<b>Gross Profit</b>	<b>5,840,662.00</b>	<b>9,280,570.00</b>	<b>62.9%</b>
<b>Expense</b>			
<b>600 · GENERAL FUND EXPENDITURES</b>			
10900 · Operating Transfers Out General	769,578.96	605,324.00	127.1%
<b>500 · PERSONNEL SERVICES</b>			
10502 · Office Staff	258,269.26	289,000.00	89.4%
10504 · Operations Staff	218,086.32	267,800.00	81.4%
10506 · Overtime	9,633.63	8,000.00	120.4%
10508 · Payroll Taxes/Costs/Benefits			
10508.1 · Paid Holidays	16,320.04	0.00	100.0%
10508.2 · Sick Leave Benefit	5,042.34	0.00	100.0%
10508.3 · Vacation	35,113.67	0.00	100.0%
10508.4 · Payroll Taxes	55,097.86	0.00	100.0%
10508.5 · SEP Retirement	47,989.20		
10508 · Payroll Taxes/Costs/Benefits - Other	0.00	193,300.00	0.0%
<b>Total 10508 · Payroll Taxes/Costs/Benefits</b>	<b>159,563.11</b>	<b>193,300.00</b>	<b>82.5%</b>
10510 · Health Care and Dental	98,078.67	106,600.00	92.0%
10512 · Workers Compensation	20,639.83	22,000.00	93.8%
<b>Total 500 · PERSONNEL SERVICES</b>	<b>764,270.82</b>	<b>886,700.00</b>	<b>86.2%</b>
<b>601 · GENERAL FUND Material &amp; Service</b>			
10601 · ADVERTISING & NOTIFICATIONS	5,698.87	5,624.00	101.3%
10602 · REPAIRS & MAINTENANCE			
10602.1 · Equip. Repair/Maintenance	33,274.78	0.00	100.0%
10602.2 · Supplies	171,445.14	0.00	100.0%

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

	Jul '22 - Jun 23	Budget	% of Budget
10602.3 · Services	182,885.57	0.00	100.0%
10602 · REPAIRS & MAINTENANCE - Other	0.00	635,490.00	0.0%
<b>Total 10602 · REPAIRS &amp; MAINTENANCE</b>	<b>387,605.49</b>	<b>635,490.00</b>	<b>61.0%</b>
10603 · FUEL purchased for resale	836,391.05	924,000.00	90.5%
10605 · UTILITIES			
10605.1 · Electric	106,998.85	0.00	100.0%
10605.2 · RV Park Cable TV	6,450.80	0.00	100.0%
10605.3 · Sanitary	44,552.35	0.00	100.0%
10605.5 · Telecommunications	14,786.49	0.00	100.0%
10605.6 · Waste Removal	76,295.42	0.00	100.0%
10605.7 · Water	21,031.83	0.00	100.0%
10605 · UTILITIES - Other	0.00	379,164.00	0.0%
<b>Total 10605 · UTILITIES</b>	<b>270,115.74</b>	<b>379,164.00</b>	<b>71.2%</b>
10606 · OFFICE EXPENSE	21,134.88	51,032.00	41.4%
10607 · BANK SERVICE & FINANCE FEES	53,290.07	64,134.00	83.1%
10608 · TRAINING & TRAVEL	3,249.50	8,453.00	38.4%
10609 · PERMITS, LICENSES, TAXES & MISC	53,226.48	46,089.00	115.5%
10610 · INSURANCE; PROP & CAS, BOND	132,503.98	126,314.00	104.9%
10611 · PROFESSIONAL FEES			
10611.1 · Accounting/Auditing	23,825.00	0.00	100.0%
10611.2 · Attorney	98,042.57	0.00	100.0%
10611.3 · Engineering	97,740.87	0.00	100.0%
10611.4 · Other Support/Consultant	21,406.96	0.00	100.0%
10611 · PROFESSIONAL FEES - Other	0.00	175,000.00	0.0%
<b>Total 10611 · PROFESSIONAL FEES</b>	<b>241,015.40</b>	<b>175,000.00</b>	<b>137.7%</b>
<b>Total 601 · GENERAL FUND Material &amp; Service</b>	<b>2,004,231.46</b>	<b>2,415,300.00</b>	<b>83.0%</b>
710 · GENERAL FUND CAPITAL OUTLAY			
10702 · Land Improvements	28,953.75		
10704 · Equipment	7,105.73	0.00	100.0%
710 · GENERAL FUND CAPITAL OUTLAY - Other	0.00	25,000.00	0.0%
<b>Total 710 · GENERAL FUND CAPITAL OUTLAY</b>	<b>36,059.48</b>	<b>25,000.00</b>	<b>144.2%</b>
920 · OPERATING CONTINGENCY	0.00	217,676.00	0.0%
<b>Total 600 · GENERAL FUND EXPENDITURES</b>	<b>3,574,140.72</b>	<b>4,150,000.00</b>	<b>86.1%</b>
620 · USDA REVENUE BOND EXPENDITURES			
20801P · USDA Revenue Bond Principal	83,913.19	83,913.00	100.0%
20810I · USDA Revenue Bond Interest	46,206.81	46,207.00	100.0%
<b>Total 620 · USDA REVENUE BOND EXPENDITURES</b>	<b>130,120.00</b>	<b>130,120.00</b>	<b>100.0%</b>
630 · DEBT SERVICE FUND EXPENDITURES			
30802P · IFA PRINCIPAL			
30802.1 · OBDD #520139/Boardwalk Prin	15,173.84	0.00	100.0%
30802.2 · OBDD #525172/RV Park Prin.	13,683.68	0.00	100.0%
30802.3 · OBDD #525176/Green Bldg Prn	24,096.36	0.00	100.0%
30802.4 · OBDD #525181/EurekaFish Prn	15,651.92	0.00	100.0%
30802.5 · SPWF #L02009/Cold Strg Prin	222,654.48	0.00	100.0%
30802.8 · SPWF L02001/MarineFuel Dock Prn	0.00	0.00	0.0%
30802.9 · SPWF X03004/Eureka Fishery Prin	18,739.72	0.00	100.0%
30802P · IFA PRINCIPAL - Other	0.00	318,000.00	0.0%
<b>Total 30802P · IFA PRINCIPAL</b>	<b>310,000.00</b>	<b>318,000.00</b>	<b>97.5%</b>
801 · Principal			
30803P · 50 BFMII Travelift Principal	52,852.65	53,293.00	99.2%
30804P · 2018 Genie Forklift Principal	15,248.70	15,374.00	99.2%
<b>Total 801 · Principal</b>	<b>68,101.35</b>	<b>68,667.00</b>	<b>99.2%</b>
810 · Interest Payments			

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

	Jul '22 - Jun 23	Budget	% of Budget
30813I · 50 BFMII Travelift Interest	3,055.35	2,623.00	116.5%
30814I · 2018 Genie Forklift Interest	2,327.82	2,210.00	105.3%
<b>Total 810 · Interest Payments</b>	<b>5,383.17</b>	<b>4,833.00</b>	<b>111.4%</b>
<b>Total 630 · DEBT SERVICE FUND EXPENDITURES</b>	<b>383,484.52</b>	<b>391,500.00</b>	<b>98.0%</b>
<b>640 · CAPT. PROJ. EXPENDITURES</b>			
40602 · Materials & Services Capt Proj	0.00	0.00	0.0%
<b>740 · CAPT. PROJ. CAPITAL OUTLAY</b>			
40702 · Land Improvement - Capt Proj			
40702.1 · Engineering/Consultants	72,772.00	0.00	100.0%
40702.2 · Supplies	0.00	0.00	0.0%
40702.3 · Services	2,447.07		
40702 · Land Improvement - Capt Proj - Other	0.00	3,580,000.00	0.0%
<b>Total 40702 · Land Improvement - Capt Proj</b>	<b>75,219.07</b>	<b>3,580,000.00</b>	<b>2.1%</b>
<b>Total 740 · CAPT. PROJ. CAPITAL OUTLAY</b>	<b>75,219.07</b>	<b>3,580,000.00</b>	<b>2.1%</b>
<b>Total 640 · CAPT. PROJ. EXPENDITURES</b>	<b>75,219.07</b>	<b>3,580,000.00</b>	<b>2.1%</b>
<b>650 · RESERVE FUND EXPENDITURES</b>			
50200 · RESERVE for FUTURE EXPENDITURE	0.00	243,200.00	0.0%
<b>Total 650 · RESERVE FUND EXPENDITURES</b>	<b>0.00</b>	<b>243,200.00</b>	<b>0.0%</b>
<b>660 · DEBT SERV. RV PARK EXPENDITURES</b>			
60806P · RV Park Improv. Loan Principal	39,729.61	39,900.00	99.6%
60815I · RV Park Improv. Loan Interest	17,988.83	17,820.00	100.9%
<b>Total 660 · DEBT SERV. RV PARK EXPENDITURES</b>	<b>57,718.44</b>	<b>57,720.00</b>	<b>100.0%</b>
<b>670 · PORT CONST FUND EXPENDITURES</b>			
<b>70100 · PORT CONST. CAPITAL OUTLAY</b>			
70700 · Land Improvement - Port Const.			
70701.3 · Services	643,184.94		
70700 · Land Improvement - Port Const. - Ot...	0.00	0.00	0.0%
<b>Total 70700 · Land Improvement - Port Const.</b>	<b>643,184.94</b>	<b>0.00</b>	<b>100.0%</b>
<b>70100 · PORT CONST. CAPITAL OUTLAY - Other</b>	<b>0.00</b>	<b>573,170.00</b>	<b>0.0%</b>
<b>Total 70100 · PORT CONST. CAPITAL OUTLAY</b>	<b>643,184.94</b>	<b>573,170.00</b>	<b>112.2%</b>
<b>Total 670 · PORT CONST FUND EXPENDITURES</b>	<b>643,184.94</b>	<b>573,170.00</b>	<b>112.2%</b>
<b>930 · Fund Balances</b>			
10930 · Unappropriated Balance GF	0.00	25,000.00	0.0%
20930 · Unappropriated Balance-USDA	0.00	103,660.00	0.0%
30930 · Unappropriated Balance Debt	0.00	23,700.00	0.0%
40930 · Unappropriated Balance Capt Pro	0.00	2,500.00	0.0%
<b>Total 930 · Fund Balances</b>	<b>0.00</b>	<b>154,860.00</b>	<b>0.0%</b>
<b>Total Expense</b>	<b>4,863,867.69</b>	<b>9,280,570.00</b>	<b>52.4%</b>
<b>Net Income</b>	<b>976,794.31</b>	<b>0.00</b>	<b>100.0%</b>



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

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
<b>100 - UNRESTRICTED CASH &amp; EQUIVALENTS</b>						
<b>101 - GENERAL FUND CHECKING &amp; LGIP</b>						
<b>10103 - General Funds Ckg Umpqua 3634</b>						
Bill Pmt -Check	ACH DEBIT	06/04/2023	Spectrum Business 8752 19 060 0251369	Internet & Voice for Port Shop Offices 05/17/23 - 06/16/23		132.97
Bill Pmt -Check	ACH DEBIT	06/06/2023	Spectrum Business 8752 19 060 0247029	Internet & Voice for Port Meeting Room 05/19/23 - 06/18/23		124.98
Bill Pmt -Check	ACH DEBIT	06/01/2023	Pitney Bowes Global Lease	LEASE ACCT#0013096249		423.09
Bill Pmt -Check	ACH DEBIT	06/16/2023	Zipty Fiber 541-412-7930-102902-5	541-412-7930-102902-5 Fuel Dock Telephone		45.95
Bill Pmt -Check	ACH DEBIT	06/05/2023	Curry Transfer & Recycling	Account #2040-2434-001 Trash Dumpsters		4,507.84
Bill Pmt -Check	ACH DEBIT	06/21/2023	Zipty Fiber 541-469-5867-121516-5	541-469-5867-121516-5 Beachfront RV Park		84.32
Bill Pmt -Check	ACH DEBIT	06/05/2023	US Relay/HD Relay	HD Relay Advanced Streaming - 500GB Monthly		99.00
Check	ACH DEBIT	06/09/2023	ADP	Advice of Debit 634684982 Payroll Date: 5/31/2023		158.11
Bill Pmt -Check	ACH DEBIT	06/06/2023	Miller Nash LLP	Legal Services		4,680.00
Bill Pmt -Check	ACH DEBIT	06/06/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		7,145.05
Bill Pmt -Check	ACH DEBIT	06/18/2023	VERIZON WIRELESS	Account#742050310-00001 Mobile Phones for Staff		411.38
Bill Pmt -Check	ACH DEBIT	06/22/2023	Spectrum Business 8752 19 060 0226494	Internet for Port Office 06/05/2022 - 07/04/2023		109.98
Bill Pmt -Check	ACH DEBIT	06/08/2023	Firefly Reservations	Beachfront RV Park reservation system		243.80
Bill Pmt -Check	ACH DEBIT	06/28/2023	Spectrum Business 8752 19 060 0025169	8752 19 060 0025169-Beachfront RV Internet		129.99
Bill Pmt -Check	ACH DEBIT	06/13/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		11,768.78
Check	ACH DEBIT	06/23/2023	ADP	Advice of Debit 635638182 Payroll Date: 6/14/2023		158.11
Bill Pmt -Check	ACH DEBIT	06/20/2023	Pacific Office Automation	Customer # 507410 Copier Lease & Maintenance		289.32
Bill Pmt -Check	ACH DEBIT	06/23/2023	Zoom Video Communications Inc.	Account#113208511 Standard Pro Monthly Service		15.99
Bill Pmt -Check	ACH DEBIT	06/23/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		3,736.76
Bill Pmt -Check	ACH DEBIT	06/21/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		6,776.80
Check	ACH DEBIT	06/30/2023	ADP	Advice of Debit 636375320 ezLaborManager/ADP 300 Timeclock (3 Timeclocks)		183.85
Bill Pmt -Check	ACH DEBIT	06/28/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		14,059.07
Bill Pmt -Check	ACH DEBIT	06/30/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		11,889.67
Bill Pmt -Check	ATM DEBIT	06/01/2023	Interstate Advanced Materials	PADS TO REPAIR LAUNCH RAMPS		328.00
Bill Pmt -Check	ATM DEBIT	06/01/2023	Rentprep Enterprise/Fidels Screening	5 BACKGROUND CHECKS FOR MOORAGE APPLICATIONS		99.75
Bill Pmt -Check	ATM DEBIT	06/01/2023	Staples	DESK		394.34
Bill Pmt -Check	ATM DEBIT	06/02/2023	Filter Products Company	REPLACE DESSICANT FILTERS AT DIESEL FUEL TANKS		2,613.71
Bill Pmt -Check	ATM DEBIT	06/15/2023	US Postal Service	BOX 848 RENEWAL 7/1/2023-6/30/2024		210.00
Bill Pmt -Check	ATM DEBIT	06/07/2023	Rogue Valley Precast	CATCH BASINS AND GRATES		1,924.50
Bill Pmt -Check	ATM DEBIT	06/08/2023	Eaton Corporation	RECEPTACLES FOR PEDESTALS ON DOCKS OUTLET		490.40
Bill Pmt -Check	ATM DEBIT	06/09/2023	Thriftnsneakers "Sneak This"	POBH APPAREL AND HEADWEAR		912.92
Bill Pmt -Check	ATM DEBIT	06/09/2023	Thriftnsneakers "Sneak This"	POBH APPAREL AND HEADWEAR		912.92
Bill Pmt -Check	ATM DEBIT	06/12/2023	Curry County Business License	Curry County Business License 7/1/2023-6/30/2024 for Beachfront RV Park		102.50
Bill Pmt -Check	ATM DEBIT	06/14/2023	WATERFRONT BRANDS / HYPOWER	RV PEDESTAL OUTLET COVER DOORS		265.00
Bill Pmt -Check	ATM DEBIT	06/14/2023	U Printing	PURCHASE ORDER BOOKS		313.71
Bill Pmt -Check	ATM DEBIT	06/20/2023	Pitney Bowes, Inc.	Power Postage Acct# 8000-9000-0324-9186 - Postage Refill		300.00
Bill Pmt -Check	ATM DEBIT	06/26/2023	SimpliSafe	Support for Port Office Alarm System SUPPORT JUNE 2022		17.99
Bill Pmt -Check	ATM DEBIT	06/27/2023	Adobe	Adobe Acrobat Pro DC Annual Plan Paid Monthly 27-JUN-2023 to 26-JUL-2023 - Danielle		19.99
Bill Pmt -Check	ATM DEBIT	06/29/2023	Vonage	Account#175698		292.52
Bill Pmt -Check	ATM DEBIT	06/13/2023	Newegg	Account# 81041287		219.37
Bill Pmt -Check	ATM DEBIT	06/26/2023	Curry County Community Development	WWTP - JPA Permit Review		102.50
Check	DEBIT	06/14/2023	TD Ameritrade	Employer Contribution 6/14/2023 Confirmation 5BXCZQA4		208.56
Check	DEBIT	06/14/2023	Edward Jones	Employer Contribution 6/14/2023 Confirmation 1BXCZQA4		240.00
Check	DEBIT	06/14/2023	Edward Jones	Employer Contribution 6/14/2023 Confirmation 6BXCZQA4		215.12
Check	DEBIT	06/14/2023	Edward Jones	Employer Contribution 6/14/2023 Confirmation JBXCZQA4		192.08
Check	DEBIT	06/14/2023	Edward Jones	Employer Contribution 6/14/2023 Confirmation FBXCZQA4		65.00
Check	DEBIT	06/14/2023	Edward Jones	Employer Contribution 6/14/2023 Confirmation 8BXCZQA4		156.04
Check	DEBIT	06/14/2023	Edward Jones	Employer Contribution 6/14/2023 Confirmation GBXCZQA4		149.30
Check	DEBIT	06/14/2023	Edward Jones	Employer Contribution 6/14/2023 Confirmation HBXCZQA4		147.84
Check	DEBIT	06/14/2023	Edward Jones	Employer Contribution 6/14/2023 Confirmation 7BXCZQA4		365.44
Check	DEBIT	06/14/2023	Edward Jones	Employer Contribution 6/14/2023 Confirmation ZBXCZQA4		142.87
Check	DEBIT	06/14/2023	Elavon	Employer Contribution 6/14/2023 Confirmation ZBXCZQA4		111.75
Check	DEBIT	06/02/2023	Elavon	MAY 2023 MERCHANT SERVICE FEE ACCT#873 Ventek Boat Launch		547.54
Check	DEBIT	06/02/2023	Elavon	MAY 2023 MERCHANT SERVICE FEE ACCT#951 Fuel Dock		

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Port of Brookings Harbor

Check Registers

As of June 30, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Check	DEBIT	06/02/2023	Elavon	MAY 2023 MERCHANT SERVICE FEE ACCT#316 Port Office		1,311.40
Check	DEBIT	06/28/2023	TD Ameritrade	Employer Contribution 6/28/2023 Confirmation 3BXCNQ68		204.04
Check	DEBIT	06/26/2023	Edward Jones	Employer Contribution 6/28/2023 Confirmation CBXCNQ68		240.00
Check	DEBIT	06/26/2023	Edward Jones	Employer Contribution 6/28/2023 Confirmation DBXCNQ68		215.17
Check	DEBIT	06/26/2023	Edward Jones	Employer Contribution 6/28/2023 Confirmation RBXCNQ68		192.68
Check	DEBIT	06/26/2023	Edward Jones	Employer Contribution 6/28/2023 Confirmation EBXCNQ68		60.37
Check	DEBIT	06/26/2023	Edward Jones	Employer Contribution 6/28/2023 Confirmation 2BXCNQ68		156.37
Check	DEBIT	06/26/2023	Edward Jones	Employer Contribution 6/28/2023 Confirmation GBXCNQ68		336.98
Check	DEBIT	06/26/2023	Edward Jones	Employer Contribution 6/28/2023 Confirmation FBXCNQ68		152.97
Check	DEBIT	06/26/2023	Edward Jones	Employer Contribution 6/28/2023 Confirmation 4BXCNQ68		365.44
Check	DEBIT	06/26/2023	Edward Jones	Employer Contribution 6/28/2023 Confirmation 5BXCNQ68		140.91
Check	DEBIT	06/30/2023	TD Ameritrade	Employer Contribution 6/30/2023 Confirmation 3BJCDQ7K Off-Cycle Payroll		241.20
Check	DEBIT	06/21/2023	Umpqua Bank (Service fees)	ACH CCD Credits Originated for 05/23 - Miscellaneous Debit		2.50
Bill Pmt -Check	PAYPAL	06/01/2023	Brookings Harbor Chamber of Commerce	Annual Membership (Class 3 Gold (10-14 employees) 06/01/2023 - 05/31/2024		450.00
General Journal	PAY 6/28 #2	06/26/2023		Rec 6/28/2023 Payroll # 2		1,438.52
General Journal	TAX 6/28 #2	06/26/2023		Rec 6/28/2023 payroll #2		609.25
General Journal	DEBT 06/06	06/06/2023		Transfer to Debt Service Fund for Travelift Payment		4,659.00
General Journal	DEBT 06/06	06/06/2023		Transfer to Debt Service Fund for Fork Lift Payment		1,464.71
General Journal	DEBT 06/06	06/06/2023		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment		4,889.87
General Journal	GF 06/06	06/06/2023		Transfer \$50,000 from Umpqua Bank to LGIP - General Funds		50,000.00
General Journal	IFA 06/06	06/06/2023		Transfer to IFA Debt Service for 2nd QTR 2023 Pmt		25,835.00
General Journal	RES 06/06	06/06/2023		Transfer to Reserve Fund		2,000.00
General Journal	USDA 06/06	06/06/2023		To transfer to USDA Revenue Bond Fund for November 2022 Payment		10,847.00
General Journal	CP 6/15/23	06/15/2023		Transfer to Capital Projects to pay Prevailing Wage Rate - Dredging FEMA-PA		2,447.07
General Journal	CP 6/16/23	06/16/2023		Transfer to Capital Projects to pay EMC 91009-2299 HMGP		1,640.00
General Journal	CP 6/16/23	06/16/2023		Transfer to Capital Projects to pay EMC 91009-2302 HMGP		770.00
General Journal	CP 6/16/23	06/16/2023		Transfer to Capital Projects to pay EMC 91009-2300 HMGP		710.00
General Journal	CP 6/16/23	06/16/2023		Transfer to Capital Projects to pay EMC 91009-2301 Dredging FEMA PA		3,300.00
General Journal	CP 6/6/23	06/06/2023		Transfer to Capital Projects for payment to EMC Engineers inv#91009-22B2 FEMA-PA		780.00
General Journal	PAY 6/14/23	06/14/2023		Rec 6/14/2023 Payroll		17,706.90
General Journal	PAY 6/28/23	06/26/2023		Rec 6/28/2023 Payroll		17,582.47
General Journal	PAY 6/30/23	06/30/2023		6/30/2023 payroll - PTO payout Ferguson, Brent		1,886.28
General Journal	TAX 6/14/23	06/14/2023		Rec 6/14/2023 Payroll		7,489.93
General Journal	TAX 6/28/23	06/26/2023		Rec 6/28/2023 Payroll		7,408.95
General Journal	TAX 6/30/23	06/30/2023		6/30/2023 payroll - PTO payout Ferguson, Brent		785.00
Check	MC9913	06/28/2023	Williams, Richard			1,772.05
Bill Pmt -Check	11519	06/02/2023	Amazon Capital Services	Business Account #A2VUC5YWS42764 - Supplies/Materials		550.08
Bill Pmt -Check	11520	06/02/2023	BI-MART	Account #931481 Water & Supplies		62.91
Bill Pmt -Check	11521	06/02/2023	Country Media, Inc.	CUST# 38747 Curry Coastal Pilot Notices		466.35
Bill Pmt -Check	11522	06/02/2023	Del-Cur Supply Co-op	Customer No. 38700 Hardware & Other Supplies		227.00
Bill Pmt -Check	11523	06/05/2023	Coos-Curry Electric Cooperative, Inc.	ACCT # 67601 Electrical Service		9,373.91
Bill Pmt -Check	11524	06/05/2023	Frank's Heating & Refrigeration	DIAGNOSTICS FOR BELL & WHISTLE HVAC		336.00
Bill Pmt -Check	11525	06/05/2023	Freeman Rock, Inc.	DISPOSED OF WOOD FROM BOAT BASINS		56.00
Bill Pmt -Check	11526	06/05/2023	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Supplies & Materials		3,720.60
Bill Pmt -Check	11527	06/05/2023	Pacific Rim Copy Center	Copies		159.50
Bill Pmt -Check	11528	06/05/2023	Gowman Electric, Inc.	CCB: 198999 Electrical Repair		102.75
Bill Pmt -Check	11529	06/05/2023	Harbor Truss and Supply LLC	5/25/23 CRANE TRUCK SERVICES - PULLED MAST OFF BURNED SAILBOAT		200.00
Bill Pmt -Check	11530	06/05/2023	Pump Pipe & Tank Services, LLC	REPLACE FUEL FILTERS		1,103.40
Bill Pmt -Check	11531	06/05/2023	Quill Corporation	ACCT#1932158 Office Supplies		465.48
Bill Pmt -Check	11532	06/05/2023	SDAO Spec. Dist. Assoc. OR - Healthcare	Customer #: 03-0016414 - HEALTHCARE PREMIUM		11,905.31
Bill Pmt -Check	11533	06/05/2023	SDAO Spec. Dist. Assoc. OR - Prop & C...	Policy#31P16414-203 Customer ID: 01-16414 - 2021 PROPERTY & CASUALTY POLICY		11,681.75
Bill Pmt -Check	11534	06/05/2023	Tidewater Contractors, Inc.	Customer Code: 000061		13,000.00
Bill Pmt -Check	11535	06/05/2023	EMC-Engineers/Scientists, LLC	40.8 hours engineering for Wastewater Treatment Plant		4,060.00
Bill Pmt -Check	11536	06/16/2023	Country Media, Inc.	CUST# 38747 Curry Coastal Pilot Notices		45.88
Bill Pmt -Check	11537	06/16/2023	Del-Cur Supply Co-op	Customer No. 38700 Hardware & Other Supplies		1,313.06
Bill Pmt -Check	11538	06/16/2023	Ferguson Enterprises, Inc.	Customer #639327 & Acct#1120898 Plumbing Supplies		131.87

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Port of Brookings Harbor

Check Registers

As of June 30, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Bill Pmt -Check	11539	06/15/2023	Four Aces Security Solutions LLC	MAY 2023 - 62 Hours Security Patrol - 33.33%Marina, 33.33%Beachfront RV Park, 33.33%Commercial...		2,873.70
Bill Pmt -Check	11540	06/16/2023	Gowman Electric, Inc.	CCB: 198999 Electrical Repair		398.24
Bill Pmt -Check	11541	06/16/2023	Harbor Sanitary District	MAY 2023 Sanitary Bill		3,949.28
Bill Pmt -Check	11542	06/16/2023	Harbor Water District P.U.D.	04/24/2023 - 05/23/2023 SERVICE/WATER BILL		2,889.37
Bill Pmt -Check	11543	06/16/2023	In-Motion Graphics and Design, LLC	"NO UNATTENDED CRAB POT" SIGNS		54.00
Bill Pmt -Check	11544	06/16/2023	NAPA Auto Part	ACCT#60285 Vehicle/Equip Maint. & Supplies		23.98
Bill Pmt -Check	11545	06/16/2023	Slice Recovery	660 Bundles FIREWOOD for Resale RV Park		2,112.00
Bill Pmt -Check	11546	06/16/2023	ULine	Customer No. 15340135 OIL SORBENT BOOMS		1,083.51
Bill Pmt -Check	11547	06/16/2023	EMC-Engineers/Scientists, LLC	50.9 Hrs & CAD invoices, Port Engineering RE Wastewater Treatment Plant		7,530.00
Bill Pmt -Check	11548	06/29/2023	BI-MART	Account #931481 Water & Supplies		93.00
Bill Pmt -Check	11549	06/29/2023	Coos-Curry Electric Cooperative, Inc.	ACCT # 67601 Electrical Service		7,957.01
Bill Pmt -Check	11550	06/29/2023	Country Media, Inc.	CUST# 38747 Curry Coastal Pilot Notices		84.58
Bill Pmt -Check	11551	06/29/2023	Curry County Clerk	Apportioned Costs for 05/16/2023 Election		2,225.33
Bill Pmt -Check	11552	06/29/2023	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		66.00
Bill Pmt -Check	11553	06/29/2023	Da-Tone Rock Products	Gravel / Fill, Invoice #1942		66.00
Bill Pmt -Check	11554	06/29/2023	Frank's Heating & Refrigeration	MINISUBISHI HM 24 SERIES DUCTLESS HEAT PUMP SYSTEM		5,719.00
Bill Pmt -Check	11555	06/29/2023	Freeman Rock, Inc.			799.25
Bill Pmt -Check	11556	06/29/2023	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Supplies & Materials		4,715.44
Bill Pmt -Check	11557	06/29/2023	Les Schwab Tire Center	ACCT#24804672		85.98
Bill Pmt -Check	11558	06/29/2023	NAPA Auto Part	ACCT#60285 Vehicle/Equip Maint. & Supplies		21.57
Bill Pmt -Check	11559	06/29/2023	Pacific Rim Copy Center	Copies		88.00
Bill Pmt -Check	11560	06/29/2023	Thermo Fluids, Inc.	Account # PO24273 Removal of Used Oil and Oily Water		338.47
Bill Pmt -Check	11561	06/29/2023	Travel Information Council	State Hwy Signs on Hwy 101- Beachfront RV Park		368.00
Bill Pmt -Check	11562	06/29/2023	Wes' Towing	TOWING SERVICES		81.00
Bill Pmt -Check	11563	06/29/2023	Del-Cur Supply Co-op	Customer No. 38700 Hardware & Other Supplies		2,588.54
Total 10103 · General Funds Ckg Umpqua 3634					0.00	354,441.60
Total 101 · GENERAL FUND CHECKING & LGIP					0.00	354,441.60
<b>10101 · Petty Cash</b>						
Check	CASH	06/30/2023	Hartung, Sharon/Commissioner	Notary for Swearing in Commissioner into Office - Sharon Hartung		10.00
Total 10101 · Petty Cash					0.00	10.00
Total 100 · UNRESTRICTED CASH & EQUIVALENTS					0.00	354,451.60
<b>110 - RESTRICTED CASH &amp; EQUIVALENTS</b>						
<b>104 · RESTRICTED MONEY MKT &amp; CHECKING</b>						
20104 · USDA BOND Umpqua MM 9529						
Total 20104 · USDA BOND Umpqua MM 9529						
<b>30104 · Debt Service Umpqua MM 8627</b>						
<b>60104 · OR FFC 2020 Debt Service</b>						
Check	DEBIT	06/15/2023	Umpqua Bank/OR FFC Agreement 2020	OR FFC Agreement 2020 Payment #35		4,809.87
General Journal	DEBT 06/06	06/06/2023		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment	4,809.87	
Total 60104 · OR FFC 2020 Debt Service					4,809.87	4,809.87
<b>30104 · Debt Service Umpqua MM 8627 - Other</b>						
Check	DEBIT	06/15/2023	Umpqua Bank/Loan#747041620	Genie Reach Forklift Loan#747041620 Payment #64		1,464.71
Check	DEBIT	06/22/2023	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #80 - 50 BFMII Travelift		4,659.00
General Journal	DEBT 06/06	06/06/2023		Transfer to Debt Service Fund for Travelift Payment	4,659.00	
General Journal	DEBT 06/06	06/06/2023		Transfer to Debt Service Fund for Fork Lift Payment	1,464.71	
Total 30104 · Debt Service Umpqua MM 8627 - Other					6,123.71	6,123.71
Total 30104 · Debt Service Umpqua MM 8627					10,933.58	10,933.58

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Port of Brookings Harbor

Check Registers

As of June 30, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
<b>40104 · Capital Projects Umpqua 8018</b>						
<b>40104.1 · Government Funds</b>						
General Journal	EPA Pay#1	06/30/2023		Progress PMT # 1, EPA Reimbursement WWTP	74,862.70	
General Journal	EPA Pay#1	06/30/2023		Progress PMT # 1, EPA Reimbursement WWTP		74,862.70
General Journal	CP 6/15/23	06/15/2023		Transfer to Capital Projects to pay Prevailing Wage Rate - Dredging FEMA-PA	2,447.07	
General Journal	CP 6/16/23	08/16/2023		Transfer to Capital Projects to pay EMC 91009-2299 HMGP	1,640.00	
General Journal	CP 6/16/23	08/16/2023		Transfer to Capital Projects to pay EMC 91009-2302 HMGP	770.00	
General Journal	CP 6/16/23	08/16/2023		Transfer to Capital Projects to pay EMC 91009-2300 HMGP	710.00	
General Journal	CP 6/16/23	06/16/2023		Transfer to Capital Projects to pay EMC 91009-2301 Dredging FEMA PA	3,300.00	
General Journal	CP 6/6/23	06/06/2023		Transfer to Capital Projects for payment to EMC Engineers inv#91009-2282 FEMA-PA	780.00	
Bill Pmt -Check	453	06/05/2023	EMC-Engineers/Scientists, LLC	7.8 Hrs Funding pursuit - HMGP-Hazard Mitigation Plan:FEMA 4432DR PW 162-1		780.00
Bill Pmt -Check	454	06/15/2023	BOLI PWR	Public Works Fee Prevailing Wage Rate for Dredging Basins 1 & 2		2,447.07
Bill Pmt -Check	455	06/16/2023	EMC-Engineers/Scientists, LLC	16.4 Hrs. Funding pursuit - HMGP-Hazard Mitigation Plan:FEMA 4432DR PW 162-1 HMGP-Boatyard7....		1,640.00
Bill Pmt -Check	456	06/16/2023	EMC-Engineers/Scientists, LLC	4.3 Hrs. & CAD, Funding pursuit - HMGP-Hazard Mitigation Plan:FEMA 4432DR PW 162-1 HMGP-Com...		710.00
Bill Pmt -Check	457	06/16/2023	EMC-Engineers/Scientists, LLC	16.4 Engineering Hrs & CAD- PW162-1 FEMA 4432 & 4452		3,300.00
Bill Pmt -Check	458	06/16/2023	EMC-Engineers/Scientists, LLC	7.7 Hrs. Funding pursuit - HMGP-Hazard Mitigation Plan:FEMA 4432DR PW 162-1 HMGP-NHM Plan		770.00
Total 40104.1 · Government Funds					84,509.77	84,509.77
<b>40104 · Capital Projects Umpqua 8018 - Other</b>						
Total 40104 · Capital Projects Umpqua 8018 - Other						
Total 40104 · Capital Projects Umpqua 8018					84,509.77	84,509.77
Total 104 · RESTRICTED MONEY MKT & CHECKING					95,443.35	95,443.35
Total 110 · RESTRICTED CASH & EQUIVALENTS					95,443.35	95,443.35
<b>TOTAL</b>					<b>95,443.35</b>	<b>449,894.95</b>

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## Port of Brookings Harbor ACH and Debit Card Payments

June 2023

Num	Date	Name	Account	Amount
ACH DEBIT	06/01/2023	Pitney Bowes Global Lease	10103 · General Funds Ckg Umpqua 3634	-423.09
ATM DEBIT	06/01/2023	Interstate Advanced Materials	10103 · General Funds Ckg Umpqua 3634	-328.00
ATM DEBIT	06/01/2023	Rentprep Enterprise/Fidelis Screening	10103 · General Funds Ckg Umpqua 3634	-99.75
ATM DEBIT	06/01/2023	Staples	10103 · General Funds Ckg Umpqua 3634	-394.34
DEBIT	06/01/2023	LGIP Redeem/Purchase Fees for Transfers	10106 · General Fund LGIP 6017	-0.30
PAYPAL	06/01/2023	Brookings Harbor Chamber of Commerce	10103 · General Funds Ckg Umpqua 3634	-450.00
ATM DEBIT	06/02/2023	Filter Products Company	10103 · General Funds Ckg Umpqua 3634	-2,613.71
DEBIT	06/02/2023	Elavon	10103 · General Funds Ckg Umpqua 3634	-111.75
DEBIT	06/02/2023	Elavon	10103 · General Funds Ckg Umpqua 3634	-547.54
DEBIT	06/02/2023	Elavon	10103 · General Funds Ckg Umpqua 3634	-1,311.40
ACH DEBIT	06/04/2023	Spectrum Business 8752 19 060 0251369	10103 · General Funds Ckg Umpqua 3634	-132.97
ACH DEBIT	06/05/2023	Curry Transfer & Recycling	10103 · General Funds Ckg Umpqua 3634	-4,507.84
ACH DEBIT	06/05/2023	US Relay/HD Relay	10103 · General Funds Ckg Umpqua 3634	-99.00
ACH DEBIT	06/06/2023	Spectrum Business 8752 19 060 0247029	10103 · General Funds Ckg Umpqua 3634	-124.98
ACH DEBIT	06/06/2023	Miller Nash LLP	10103 · General Funds Ckg Umpqua 3634	-4,680.00
ACH DEBIT	06/06/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-7,145.05
ATM DEBIT	06/07/2023	Rogue Valley Precast	10103 · General Funds Ckg Umpqua 3634	-1,924.50
DEBIT	06/07/2023	Infrastructure Finance Authority	30105 · IFA Debt Service Fund LGIP 6020	-17,151.45
DEBIT	06/07/2023	Infrastructure Finance Authority	30105 · IFA Debt Service Fund LGIP 6020	-4,684.93
DEBIT	06/07/2023	Infrastructure Finance Authority	30105 · IFA Debt Service Fund LGIP 6020	-55,663.62
ACH DEBIT	06/08/2023	Firefly Reservations	10103 · General Funds Ckg Umpqua 3634	-243.80
ATM DEBIT	06/08/2023	Eaton Corporation	10103 · General Funds Ckg Umpqua 3634	-490.40
ACH DEBIT	06/09/2023	ADP	10103 · General Funds Ckg Umpqua 3634	-158.11
ATM DEBIT	06/09/2023	Thriftysneakers "Sneak This"	10103 · General Funds Ckg Umpqua 3634	-912.92
ATM DEBIT	06/09/2023	Thriftysneakers "Sneak This"	10103 · General Funds Ckg Umpqua 3634	-912.92
ATM DEBIT	06/12/2023	Curry County Business License	10103 · General Funds Ckg Umpqua 3634	-102.50
ACH DEBIT	06/13/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-11,768.78
ATM DEBIT	06/13/2023	Newegg	10103 · General Funds Ckg Umpqua 3634	-219.37
ATM DEBIT	06/14/2023	WATERFRONT BRANDS / HYPOWER	10103 · General Funds Ckg Umpqua 3634	-265.00
ATM DEBIT	06/14/2023	U Printing	10103 · General Funds Ckg Umpqua 3634	-313.71
DEBIT	06/14/2023	TD Ameritrade	10103 · General Funds Ckg Umpqua 3634	-208.56
DEBIT	06/14/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-240.00
DEBIT	06/14/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-215.12
DEBIT	06/14/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-192.08
DEBIT	06/14/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-65.00
DEBIT	06/14/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-156.04
DEBIT	06/14/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-149.30
DEBIT	06/14/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-147.84
DEBIT	06/14/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-365.44
DEBIT	06/14/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-142.87
ATM DEBIT	06/15/2023	US Postal Service	10103 · General Funds Ckg Umpqua 3634	-210.00
DEBIT	06/15/2023	Umpqua Bank/Loan#747041620	30104 · Debt Service Umpqua MM 8627	-1,464.71
DEBIT	06/15/2023	Umpqua Bank/OR FFC Agreement 2020	60104 · OR FFC 2020 Debt Service	-4,809.87
ACH DEBIT	06/16/2023	Ziply Fiber 541-412-7930-102902-5	10103 · General Funds Ckg Umpqua 3634	-45.95

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## Port of Brookings Harbor ACH and Debit Card Payments

**June 2023**

ACH DEBIT	06/18/2023	VERIZON WIRELESS	10103 · General Funds Ckg Umpqua 3634	-411.38
ACH DEBIT	06/20/2023	Pacific Office Automation	10103 · General Funds Ckg Umpqua 3634	-289.32
ATM DEBIT	06/20/2023	Pitney Bowes, Inc.	10103 · General Funds Ckg Umpqua 3634	-300.00
ACH DEBIT	06/21/2023	Ziplay Fiber 541-469-5867-121516-5	10103 · General Funds Ckg Umpqua 3634	-84.32
ACH DEBIT	06/21/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-6,776.80
DEBIT	06/21/2023	Umpqua Bank (Service fees)	10103 · General Funds Ckg Umpqua 3634	-2.50
ACH DEBIT	06/22/2023	Spectrum Business 8752 19 060 0226494	10103 · General Funds Ckg Umpqua 3634	-109.98
DEBIT	06/22/2023	m2 Lease LLC	30104 · Debt Service Umpqua MM 8627	-4,659.00
ACH DEBIT	06/23/2023	ADP	10103 · General Funds Ckg Umpqua 3634	-158.11
ACH DEBIT	06/23/2023	Zoom Video Communications Inc.	10103 · General Funds Ckg Umpqua 3634	-15.99
ACH DEBIT	06/23/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-3,736.76
ATM DEBIT	06/26/2023	SimpliSafe	10103 · General Funds Ckg Umpqua 3634	-17.99
ATM DEBIT	06/26/2023	Curry County Community Development	10103 · General Funds Ckg Umpqua 3634	-102.50
DEBIT	06/26/2023	TD Ameritrade	10103 · General Funds Ckg Umpqua 3634	-204.04
DEBIT	06/26/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-240.00
DEBIT	06/26/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-215.17
DEBIT	06/26/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-192.68
DEBIT	06/26/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-60.37
DEBIT	06/26/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-156.37
DEBIT	06/26/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-336.98
DEBIT	06/26/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-152.97
DEBIT	06/26/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-365.44
DEBIT	06/26/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-140.91
ATM DEBIT	06/27/2023	Adobe	10103 · General Funds Ckg Umpqua 3634	-19.99
ACH DEBIT	06/28/2023	Spectrum Business 8752 19 060 0025169	10103 · General Funds Ckg Umpqua 3634	-129.99
ACH DEBIT	06/28/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-14,059.07
ATM DEBIT	06/29/2023	Vonage	10103 · General Funds Ckg Umpqua 3634	-292.52
ACH DEBIT	06/30/2023	ADP	10103 · General Funds Ckg Umpqua 3634	-183.85
ACH DEBIT	06/30/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-11,889.67
DEBIT	06/30/2023	TD Ameritrade	10103 · General Funds Ckg Umpqua 3634	-241.20
<b>Total for June 2023</b>				<b>-171,740.38</b>

Note: Total ACH payments include \$77,500.00 for IFA 2nd Quarter loan payment

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

Cash Basis

June 2023

	Jun 23
Adobe	19.99
ADP	500.07
Amazon Capital Services	550.08
BI-MART	155.91
BOLI PWR	2,447.07
Brookings Harbor Chamber of Commerce	450.00
Coos-Curry Electric Cooperative, Inc.	17,330.92
Country Media, Inc.	596.81
Curry County Business License	102.50
Curry County Clerk	2,225.33
Curry County Community Development	102.50
Curry Equipment	66.00
Curry Transfer & Recycling	4,507.84
Da-Tone Rock Products	66.00
Del-Cur Supply Co-op	4,128.60
Eaton Corporation	490.40
Elavon	1,970.69
EMC-Engineers/Scientists, LLC	18,810.00
Ferguson Enterprises, Inc.	131.87
Filter Products Company	2,613.71
Firefly Reservations	243.80
Four Aces Security Solutions LLC	2,873.70
Frank's Heating & Refrigeration	6,055.00
Freeman Rock, Inc.	855.25
Gold Beach Lumber Yard, Inc.	8,436.04
Gowman Electric, Inc.	500.99
Harbor Sanitary District	3,949.28
Harbor Truss and Supply LLC	200.00
Harbor Water District P.U.D.	2,889.37
In-Motion Graphics and Design, LLC	54.00
Interstate Advanced Materials	328.00
Les Schwab Tire Center	85.98
Miller Nash LLP	4,680.00
NAPA Auto Part	45.55
Newegg	219.37
Pacific Office Automation	289.32
Pacific Rim Copy Center	247.50
Pitney Bowes Global Lease	423.09
Pitney Bowes, Inc.	300.00
Pump Pipe & Tank Services, LLC	1,103.40
Quill Corporation	465.48
Rentprep Enterprise/Fidelis Screening	99.75
Rogue Valley Precast	1,924.50
SDAO Spec. Dist. Assoc. OR - Healthcare	11,905.31
SDAO Spec. Dist. Assoc. OR - Prop & Cas	11,681.75
SimpliSafe	17.99
Slice Recovery	2,112.00
Spectrum Business 8752 19 060 0025169	129.99
Spectrum Business 8752 19 060 0226494	109.98
Spectrum Business 8752 19 060 0247029	124.98
Spectrum Business 8752 19 060 0251369	132.97
Staples	394.34
Thermo Fluids, Inc.	338.47
Thriftnsneakers "Sneak This"	1,825.84
Tidewater Contractors, Inc.	13,000.00
Travel Information Council	368.00
Tyree Oil, Inc	55,376.13
U Printing	313.71

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

June 2023

Cash Basis

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	<u>Jun 23</u>
Uline	1,083.51
US Bank Equipment Finance	223.20
US Postal Service	210.00
US Relay/HD Relay	99.00
VERIZON WIRELESS	411.38
Vonage	292.52
WATERFRONT BRANDS / HYPOWER	265.00
Wes' Towing	81.00
Ziply Fiber 541-412-7930-102902-5	45.95
Ziply Fiber 541-469-5867-121516-5	84.32
Zoom Video Communications Inc.	15.99
<b>TOTAL</b>	<b><u>194,178.99</u></b>

# ACTION ITEM – A

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**DATE:** July 19, 2023  
**RE:** Brookings Real Estate Lease Agreement  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

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## OVERVIEW

- Building located at 16118 Lower Harbor Road became vacant February 1, 2023.
- An advertisement was published in the Curry Pilot along with the Port's website advertising proposals for the building.
- The Board approved the Port Manager to negotiate the lease terms and create a draft lease with Brookings Real Estate (Augustino Estate & Vineyard) for Board approval on April 10, 2023.
- Port Counsel has created a letter of intent that the Board approved on June 21, 2023 Regular Commissioner Meeting.
- Port Counsel has created a lease agreement based on the approved letter of intent.
- Tenant provided the Port with the legal description of the premises, Exhibit A, and preliminary plans, Exhibit B.

## DOCUMENTS

- Lease Agreement, 41 pages

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve the Ground Lease Agreement between Port of Brookings Harbor and Brookings Real Estate, LLC dated August 1, 2023, pending the Port Manager's receipt of a Legal Description of the premises and satisfactory proof of insurance from Brookings Real Estate, LLC.

## GROUND LEASE

This GROUND LEASE (this "Lease") is made and entered into effective as of August 1, 2023 (the "Commencement Date"), by and between the Port of Brookings Harbor, an Oregon special district ("Landlord"), and Brookings Real Estate, LLC, an Oregon limited liability company ("Tenant").

### RECITALS

A. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the real property depicted on attached Exhibit A, comprising about 4,280 square feet of a larger parcel owned by the Port known as 16118 Lower Harbor Road, Brookings, Oregon, together with any and all rights, privileges, easements, and appurtenances (collectively, the "Premises").

B. Tenant intends to renovate the existing improvements on the Premises (the "Building") and related site improvements including but not limited to repairing exterior siding, building foundation skirting, painting the exterior, and any other improvements necessary to comply with Legal Requirements, as generally depicted on the preliminary plans attached hereto as Exhibit B (collectively, the "Initial Renovations"). The Building, the Initial Renovations, and any future alterations, additions, replacements, or modifications to the Building following the Initial Renovations during the Term (defined in Section 2.2) of this Lease are collectively referred to in this Lease as the "Improvements."

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Lease agree as follows:

#### ARTICLE 1

##### PREMISES

Landlord does hereby demise, lease, and let unto Tenant, and Tenant does hereby take and lease from Landlord, the Premises for the term and on the rents, conditions, and provisions herein. Within thirty (30) days after the Commencement Date, Tenant will provide a recordable legal description of the Premises at Tenant's sole expense, subject to Landlord's reasonable approval confirming that the provided legal description is substantially similar to the area depicted on attached Exhibit A. Upon approval, such legal description shall automatically replace Exhibit A, and shall be used as the exhibit to the Memorandum of Lease.

#### ARTICLE 2

##### LEASE TERM

2.1 Initial Term. Starting on the Commencement Date, the Premises will be leased for a term expiring on the last day of the calendar month that is twenty-five (25) years after the



Commencement Date (the "Initial Term"), unless earlier terminated pursuant to the terms of this Lease.

2.2 Extended Term. If Tenant is not in default under the Lease, Tenant has the option to extend the Initial Term for an additional period of twenty-five (25) years (the "Extended Term") by providing written notice thereof ("Tenant's Extension Notice") to Landlord no less than one hundred eighty (180) days before the expiration of the Initial Term, but no sooner than one (1) year before the expiration of the Initial Term (the Initial Term, if and as extended by the Extended Term, is referred to in this Lease as the "Term"). Upon exercise of this option to extend, the term of this Lease will be extended through the expiration date of the Extended Term, on the same terms and conditions as contained in this Lease, except for Rent (which will be determined in accordance with Section 3.2 below) and except that Tenant will no longer have an extension option. Upon the expiration of the Extended Term, Landlord will consider re-leasing the Premises to Tenant, if requested by Tenant, at the Port's sole discretion.

### ARTICLE 3

#### RENT

3.1 Rent for Initial Term. Tenant shall pay to Landlord monthly rent in the amount of \$428.00 (\$0.10 per square foot of the Premises) ("Rent") beginning on the Commencement Date. On the last day of the calendar month in which the fifth annual anniversary of the Commencement Date occurs, and every five years thereafter (each, an "Adjustment Date"), Rent will increase to one-hundred twelve percent (112%) of the Rent immediately before the Adjustment Date.

3.2 Rent For Extended Term. Rent for the first five years of the Extended Term will adjust to the then-current Fair Market Rent (as defined below) as long as that rate does not result in adjusting Rent downward. On each Adjustment Date after the Adjustment Date that coincides with the beginning of the Extended Term, Rent will increase to one-hundred twelve percent (112%) of the Rent immediately before the Adjustment Date.

3.2.1 Following Landlord's receipt of Tenant's Extension Notice, Landlord will provide written notice to Tenant setting forth the Fair Market Rent for the Premises for the first year of the Extended Term, as reasonably determined by Landlord (the "Landlord Market Rent"). If Tenant does not object in a writing delivered to Landlord within thirty (30) days after Tenant's receipt of Landlord's notice setting forth the Landlord Market Rent, the Landlord Market Rent shall be deemed to be the Fair Market Rent for the first year of the Extended Term.

3.2.2 If Tenant objects to the Landlord Market Rent by written notice given to Landlord ("Tenant's Objection Notice") within such thirty (30)-day period, Landlord and Tenant shall have thirty (30) days after Tenant's Objection Notice is given in which to agree on the Fair Market Rent. If Landlord and Tenant are unable to agree on the Fair Market Rent within such thirty (30)-day period, then each party shall, within fifteen (15) days after the expiration of such thirty (30)-day period, appoint its own real estate appraiser with an MAI designation and no fewer than ten (10) years of commercial appraisal experience in the southern Oregon area and give notice to the other party of such appointment. If a party fails to appoint an appraiser and

notify the other party of such appointment within such fifteen (15)-day period, the appraiser appointed by the other party shall be the sole appraiser and shall set the Fair Market Rent. If the two appraisers are appointed by the parties as stated in this paragraph, they shall promptly attempt to agree on the Fair Market Rent. Each party shall be responsible for the costs and fees of its own appointed appraiser. If the parties and their appraisers are unable to agree on the Fair Market Rent within thirty (30) days after the expiration of the fifteen (15)-day period for appointment of the appraisers, the parties shall, within twenty (20) days after the expiration of such thirty (30)-day period, select a third appraiser (the "Third Appraiser") meeting the qualifications stated in this paragraph. The Third Appraiser shall be a person who has not previously acted in any substantial capacity for either party. If Landlord and Tenant are unable to agree on the Third Appraiser within such twenty (20)-day period, either Landlord or Tenant may file a claim with the Arbitration Service of Portland, Inc. (the "ASP") (or if the ASP is not then in existence, with the American Arbitration Association ("AAA")), for the appointment of a single arbitrator (the "Arbitrator") to determine the Fair Market Rent by binding arbitration in Brookings, Oregon (the "Arbitration"), in accordance with the then-effective rules of the ASP (or the then-effective rules of AAA, if the ASP is not then in existence) and the provisions of this Section 3.2. Subject to 3.2.3, Landlord and Tenant shall each pay one-half (1/2) of any upfront fee requested by the Third Appraiser or the Arbitrator.

3.2.3 If the Third Appraiser is appointed, then within twenty (20) days after the Third Appraiser's appointment, the appraiser appointed by Landlord and the appraiser appointed by Tenant shall each submit to the Third Appraiser their respective written determinations of Fair Market Rent (such determinations shall hereinafter be collectively referred to as "Determinations" and each, as a "Determination"); if either appraiser fails to do so, the Determination submitted by the other appraiser shall establish the Fair Market Rent. The two appraisers appointed by the parties shall, upon the request of the Third Appraiser, meet with the Third Appraiser to discuss their respective Determinations. Within forty-five (45) days following his or her appointment, the Third Appraiser shall select the Determination that in the Third Appraiser's opinion most closely reflects the Fair Market Rent, and the Determination selected by the Third Appraiser shall establish the Fair Market Rent for the first five years of the Extended Term and shall be final and binding upon the parties. The parties shall pay the fee of the Third Appraiser equally. If, pursuant to Section 3.2.2 of this Lease, an Arbitrator is appointed to determine the Fair Market Rent, each party shall submit to the Arbitrator the written Determination of such party's appraiser, the Arbitrator shall be instructed by Landlord and Tenant to select the Determination that in the Arbitrator's opinion most closely reflects the Fair Market Rent, and the Determination selected by the Arbitrator shall establish the Fair Market Rent for the first five years of the Extended Term and shall be final and binding upon the parties. The parties shall pay the fee of the Arbitrator equally, and each party shall bear its own attorney fees in preparing for such arbitration. For the avoidance of doubt, in determining the Fair Market Rent, the Third Appraiser or Arbitrator shall be limited to selecting one of the two Determinations submitted by the parties; the Third Appraiser or Arbitrator shall not have the right to provide any alternative value.

3.2.4 In the event the Fair Market Rent for the first five years of the Extended Term has not been determined pursuant to the procedure set forth in Section 3.2.1 to Section 3.2.3 above as of the commencement of the Extended Term, and the parties have not otherwise agreed on the amount of Rent payable for the first five year of the Extended Term, Tenant shall

continue to pay monthly installments of Rent in the amounts of the Rent in effect for the last month of the initial Term until the Fair Market Rent has been determined. If the amount of the monthly Rent payable for the first five years of the Extended Term, as determined by the above-described procedure, is greater than the amount of Rent payable for the last month of the initial Term, Tenant shall, within twenty (20) days after the Fair Market Rent has been determined, pay to Landlord the difference between (i) the total amount that should have been paid by Tenant as Rent with respect to the period from the commencement of the Extended Term to the date of Tenant's payment (based on the above-described procedure) and (ii) the total amount actually paid by Tenant with respect to such period.

3.3 Payment of Rent. Rent is payable in advance, commencing on the Commencement Date and thereafter on the first day of each month throughout the Term, without notice or demand and without abatement, deduction or setoff except as otherwise provided in this Lease. If the Commencement Date is a day other than the first day of a month, Rent payable on the Commencement Date will be prorated based on the number of days that will elapse during that month after the Commencement Date. Rent and all other amounts payable to Landlord under the terms of this Lease must be delivered to Landlord at its office, located at 16330 Lower Harbor Road, PO Box 848, Brookings, OR 97415, or at another place that Landlord may designate by notice to Tenant, in lawful money of the United States.

3.4 Late Charge and Interest. If Rent or any other amount payable by Tenant to Landlord is not paid within ten (10) days of its due date, Tenant will pay to Landlord a late charge of five percent (5%) of the amount due. The parties agree that the late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment. Collection of the late charge will not be considered a waiver of default nor of any other right or remedy. In addition, all delinquent amounts must bear interest at the rate of nine percent (9%) per annum or the highest rate permitted by law, whichever is lower (the "Default Rate"), from the date first due until the date paid in full.

3.5 Net Lease. This Lease is a totally net lease, and it is intended that the rent provided for in this Lease will be an absolutely net return to Landlord throughout the Term. Tenant will be responsible for paying all costs and expenses relating to the Premises and the Improvements, including real and personal property taxes, utilities, maintenance, repairs, interior and exterior structural repairs, interior and exterior nonstructural repairs, insurance, and all other costs and expenses relating to the Premises and the Improvements. Without notice or demand and without abatement, deduction, or setoff except as may be otherwise provided in this Lease, Tenant is required to pay, as additional rent, all sums, impositions, costs, and other payments that Tenant assumes or agrees to pay in any provision of this Lease. If Tenant fails to make a payment, Landlord will have (in addition to all other rights and remedies) all the rights and remedies provided for in this Lease or by law for nonpayment of the Rent.

## ARTICLE 4

### INTENTIONALLY OMITTED

## ARTICLE 5

### USE AND COMPLIANCE WITH LEGAL REQUIREMENTS

5.1 Permitted Use. Tenant will use and occupy the Premises during the Term for the development, construction and operation of a wine tasting room, and for no other purpose (the "Permitted Use") except with the prior written consent of Landlord, not be unreasonably withheld, and in any case, in compliance with all applicable Legal Requirements (as defined in Section 5.2 below) (including but not limited to those relating to the consumption, serving, and sale of alcohol).

5.2 Compliance with Legal Requirements. Tenant will observe and comply with all Legal Requirements that may apply to the Premises, or to the use or manner of uses of the Premises, or to the Improvements or the owners or users of the Improvements, whether or not the Legal Requirements affect the interior or exterior of the Improvements, necessitate structural changes or improvements, or interfere with the use and enjoyment of the Premises or the Improvements, and whether or not compliance with the Legal Requirements is required by reason of any condition, event, or circumstance existing before or after the Term commences. Tenant will pay all costs of compliance with Legal Requirements.

"Legal Requirements" means all applicable present and future laws, ordinances, orders, rules, regulations, codes, and requirements of all federal, state, and municipal governments, departments, commissions, boards, and officers, that now or hereafter apply to the Premises, the Improvements, or any component hereof or any activity conducted thereon, including but not limited to those pertaining to Environmental Laws and the use and storage of Hazardous Substances (as these terms are defined below).

"Environmental Laws" means all present or future federal, state, and local laws or regulations related to the protection of health or the environment, including the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC § 6901 et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USC § 9601 et seq.), the Toxic Substances Control Act (15 USC § 2601 et seq.), the Federal Water Pollution Control Act (the Clean Water Act) (33 USC § 1251 et seq.), the Clean Air Act (42 USC § 7401 et seq.), amendments to the foregoing, and any rules and regulations promulgated thereunder.

"Hazardous Substances" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local, state, or federal governmental authority, including without limitation, any hazardous material, hazardous substance, ultra-hazardous material, toxic waste, toxic substance, pollutant, radioactive material, petroleum product, and PCB, as those and similar terms are commonly used or defined by Environmental Laws.

5.3 Right to Contest. Tenant will have the right, after prior written notice to Landlord, to contest by appropriate legal proceedings, diligently conducted in good faith, in the

name of Tenant or Landlord or both, without cost or expense to Landlord, the validity or application of any Legal Requirement subject to the following: (a) if, by the terms of any Legal Requirement, compliance may legally be delayed pending the prosecution of any such proceeding without the incurrence of any lien, charge, or liability of any kind against all or any part of the Premises or the Improvements and without subjecting Tenant or Landlord to any liability, civil or criminal, for failure to comply, Tenant may delay compliance until the final determination of the proceeding; or (b) if any lien, charge, or civil liability would be incurred by reason of any such delay, Tenant nevertheless may contest the matter and delay compliance as long as the delay would not subject Landlord to criminal liability or fine, and Tenant furnishes to Landlord security, reasonably satisfactory to Landlord, against any loss or injury by reason of the contest or delay, and prosecutes the contest with due diligence. Landlord will execute and deliver any appropriate papers that may be necessary or proper to permit Tenant to contest the validity or application of any Legal Requirement as long as Tenant has satisfied all the requirements of this section and Landlord will incur no cost.

5.4 Prohibited Uses. Tenant will not use or occupy the Premises or the Improvements, or permit or suffer all or any part of the Premises or the Improvements to be used or occupied: (a) for any unlawful or illegal business, use, or purpose; (b) in any manner so as to constitute a nuisance of any kind; (c) for the growth, production, sale, or use of cannabis or hemp; (d) for any purpose or in any way in violation of the certificate of occupancy, or of any Legal Requirements, including Legal Requirements respecting Hazardous Substances; or (e) for any business, use, or purpose deemed disreputable, in Landlord's sole discretion. Any dispute between Landlord and Tenant arising under the provisions of subsection (d) above will be submitted to final and binding arbitration conducted in accordance with the rules of the Arbitration Service of Portland, Inc., if that service is available at the time or, if not available, any similar service (which may include the American Arbitration Association) selected by the party that initiates the arbitration. The award in such arbitration may be enforced on the application of either party by the order of judgment of a court of competent jurisdiction. The arbitrators will determine and award the prevailing party in the arbitration the reasonable fees and costs of its lawyers, appraisers, and any other consultants or experts incurred in connection with the arbitration.

5.5 No Waste. Tenant will not cause or permit any waste, damage, disfigurement, or injury to the Premises or the Improvements, but Tenant will have the right to demolish and remove any and all the Improvements on the Premises pursuant to and in accordance with the terms of Article 6 below.

## ARTICLE 6

### IMPROVEMENTS

#### 6.1 Construction, Modification, and Demolition of Improvements.

As used in this Section 6.1, the "Materiality Threshold" means an amount equal to \$25,000 for the first year of the Term, such amount to be increased on each anniversary of the Commencement Date to an amount equal to 103% of the previously effective Materiality Threshold. Provided the cost of such project does not exceed the Materiality Threshold, Tenant

has the right, at any time and from time to time during the Term, at its cost and expense, and without having to obtain Landlord's prior consent, or if the project exceeds the Materiality Threshold, with Landlord's prior consent, not to be unreasonably withheld, conditioned or delayed, to construct, reconstruct, remove, replace, or remodel, on any part or all of the Improvements on the Premises, except as follows:

(a) Regardless of whether the cost of the project exceeds the Materiality Threshold, Tenant may not demolish or remove any portion of the Improvements without the prior written consent of Landlord, in Landlord's sole discretion;

(b) Regardless of whether the cost of the project exceeds the Materiality Threshold, Tenant may not (i) construct, reconstruct, replace, remodel, or rebuild the exterior or structural components of the Building or any future Improvement, (ii) materially expand or alter the then-existing footprint of the Building or any future Improvement on the Premises, or construct any new improvements upon the Premises visible from outside the Premises (including but not limited to buildings, sidewalks, or paving), or (iii) materially alter the exterior appearance of the Premises, including but not limited to changes in the paint, siding, architectural treatment, of, or number or type of windows on, the Premises, in each case under subsections (i)-(iii) without the prior written consent of Landlord, in Landlord's sole discretion;

(c) If Tenant desires to undergo any project requiring Landlord's consent, Tenant will furnish Landlord with proposed plans and specifications for such work and Landlord will have sixty (60) days after receipt of such plans and specifications to either approve the plans and specifications or provide Tenant with comments on the plans and specifications (which Tenant must address and then submit revised plans and specifications to Landlord for approval). If the project requires Landlord's consent under 6.1(a) or 6.1(b), Landlord's failure to respond within such 60-day period shall be Landlord's disapproval of the project. If the project requires Landlord's consent solely because its cost would exceed the Materiality Threshold, Landlord's failure to respond within such 60-day period shall be Landlord's approval of the project.

(d) Upon completion of or modification to any building requiring Landlord's consent, Tenant will provide Landlord with as-built plans for the completed work.

6.2 Title to Improvements. Tenant shall own all Improvements existing upon the Premises as of the Commencement Date and all Improvements constructed by Tenant thereafter during the Term of the Lease and such Improvements may be demolished, changed, altered, or removed by Tenant at any time, except as otherwise provided in Section 6.1 above. During the Term, Tenant is entitled, for all taxation purposes, to claim cost-recovery deductions and the like on all Improvements constructed by Tenant. At the expiration or earlier termination of the Lease, title to any Improvements remaining on the Premises will automatically pass to, vest in, and belong to Landlord without further action on the part of either party and without cost or charge to Landlord.

6.3 Notice of Construction. Regardless of whether Landlord's consent is required under this Article 6 Tenant shall notify Landlord in writing of Tenant's intention to commence construction of an Improvement at least thirty (30) days before commencement of any such work



or delivery of any materials. The notice must specify the approximate location and nature of the intended Improvements, and the anticipated date that work will be commenced. Landlord will have the right at any time and from time to time to post and maintain on the Premises notices of nonresponsibility and such other notices as Landlord deems necessary to protect Landlord's interest in the Premises and the Improvements from the liens of mechanics, laborers, materialmen, suppliers, or vendors; and Landlord will have the right to inspect the Premises and the Improvements in relation to the construction at all reasonable times. Upon Landlord's request, Tenant shall record a notice of completion as defined and provided for in ORS 87.045.

6.4 Landlord Cooperation. Without limiting Landlord's ability to withhold consent as provided by this Article 6, Landlord shall reasonably cooperate with Tenant in all respects in connection with Tenant's construction of any Improvements, including but not limited to, executing the applications and other instruments reasonably necessary for construction of the Improvements, provided that Landlord will not be required to pay any application fees or incur any other costs or liabilities in connection with the Improvements beyond Landlord's fees for any professional advice Landlord desires. Landlord will appear as a witness in any legal or administrative proceedings to the extent reasonably necessary to construct the Improvements. Any approvals by Landlord with respect to any Improvements shall not make Landlord responsible for the Improvements or the construction thereof with respect to which approval is given.

6.5 Easements and Dedications. Tenant and Landlord each recognize that in order to provide for the development of the Premises, it may be necessary, desirable, or required that street, water, sewer, drainage, gas, power line, and other easements and dedications and similar rights be granted or dedicated over or within portions of the Premises and adjacent real property owned by Landlord. Landlord will, upon request of Tenant, join with Tenant in executing and delivering such documents, from time to time, and throughout the Term of this Lease as may be appropriate, necessary, or required by any governmental agency or public utility company for the purpose of granting such easements and dedications, in such locations as are reasonably approved by Landlord, provided that Landlord will not be required to pay any application fees or incur any other costs or liabilities in connection with the Improvements beyond Landlord's fees for any professional advice Landlord desires.

Landlord has the right to grant to others (or itself) in the future non-exclusive utility easements over, under, through, across, or on the Premises in locations that will not interfere with Tenant's use of the Premises. Any interference arising as a result of construction of improvements related to such utility systems and facilities granted by Landlord that are not requested by Tenant or on Tenant's behalf shall be temporary, and all work on the Premises and/or such easement areas shall proceed expeditiously, and, in no event shall Tenant's access to the Premises be prevented. Tenant shall be given reasonable notice before commencement of any work on the Premises and/or such easement areas. In the event the installation or maintenance of such future utility lines in such easements causes any damage to the Premises and/or such easement areas, or any portion thereof, including but not limited to, pavement, curbs, and sidewalks, Landlord shall promptly repair the same, or cause the same to be promptly repaired, at no cost or expense to Tenant.

6.6 Initial Renovation of the Premises. Tenant shall promptly apply for and obtain all necessary permits and approvals to construct the Initial Renovations in accordance with the final plans and specifications approved by Landlord and applicable Legal Requirements, which approval shall not be unreasonably withheld or delayed. The Initial Renovations depicted on Exhibit B are preliminary only, and the size, location, configuration, and approval of any particular feature of the Initial Renovation remains subject to Landlord's approval (including but not limited to approval of any new deck, sign, or utility easement), and to any provisions of this Lease applicable to the approval of such improvements (such as Section 6.5 with respect to any utility easement and Article 12 with respect to signage). In the event of any dispute regarding the design of the Initial Renovations, the matter shall be arbitrated in accordance with the provisions of Section 5.4 of this Lease. Construction shall begin promptly after obtaining all necessary permits and approvals for the Initial Renovations. The work shall be performed in accordance with all Legal Requirements and in a good and professional manner by licensed contractors. Landlord shall have the right to inspect the work at reasonable intervals subject to the supervision of Tenant and in a manner that will minimize any interference with the work. Tenant shall deliver to Landlord prior to commencement of construction certificates of insurance evidencing coverage as specified in Article 8. Tenant shall maintain, keep in force, and pay all premiums required to maintain and keep in force all required insurance at all times during which construction work is in progress.

6.7 Indemnification. Tenant shall indemnify, protect, defend (with legal counsel reasonably acceptable to Landlord), and hold Landlord harmless from and against all liability and all claims of liability (including, without limitation, reasonable attorneys' fees and costs) arising during the Term for damage or injury to persons or property or for death of persons arising from, out of, or in connection with such Improvements (including the Initial Renovation) or construction. All contracts and subcontracts involving work on the Improvements (including the Initial Renovation) shall specifically provide that the contractor(s) agree to indemnify, defend, and hold Landlord harmless from all claims, costs, liability or loss arising from personal injury, death, or property damage resulting from the negligent or willful acts, errors, or omissions of the contractor(s). Landlord shall indemnify, protect, defend (with legal counsel reasonably acceptable to Tenant), and hold Tenant harmless from and against all liability and all claims of liability (including, without limitation, reasonable attorneys' fees and costs) arising during the Term for damage or injury to persons or property or for death of persons arising from, out of, or in connection with any work by or on behalf of Landlord pursuant to the second paragraph of Section 6.5.

6.8 Construction Site. Tenant shall confine construction operations to the Premises and will not store or suffer to be stored any material or equipment on property of the Landlord outside the boundaries of the Premises, except as approved in writing and subject to such conditions as may be specified and approved by Landlord, including but not limited to the following:

6.8.1 Tenant shall protect all work and shall at all times keep and cause its contractors to keep the construction site reasonably clean and free from waste materials and rubbish.



6.8.2 Tenant shall, if required by Landlord, also fence all areas of the construction site appropriately to protect the site and to prevent unauthorized entry by anyone not specifically identified by the Landlord to be or remain on the site for Landlord's specific purposes.

6.8.3 Tenant will coordinate with Landlord regarding:

- (a) Minimizing noise and dust;
- (b) Placement of construction trailers and locations of substantial quantities of materials;
- (c) Parking areas for contractor and subcontractor vehicles;
- (d) All trash and recyclable materials removal; and
- (e) Overall safety plans for the work site and adjacent property.

6.9 Prevailing Wage. Tenant shall be independently responsible for reviewing and understanding the applicable law and regulations with respect to the payment of prevailing wages and complying therewith. Tenant shall indemnify, defend, and hold the Landlord and its agents and employees, harmless from and against any claims, injury, liability, loss, damage, fine, penalty, fee, cost, or expenses (including reasonable attorneys' fees, expert witness fees, and court costs), whether asserted, levied, or claimed by any governmental authority or by a private person or entity, arising from, or which are in any way related to, the failure of Tenant, its officers, employees, agents, volunteers, contractors, or subcontractors, to pay prevailing wages in accordance with applicable laws, with respect to any alterations, improvements, additions, or other work on or about the Premises.

## ARTICLE 7

### TAXES AND UTILITIES

7.1 Taxes Defined. As used in this Lease, the terms "Tax" and "Taxes" mean any and all taxes, service payments in lieu of taxes, general or special assessments, excise taxes, transit charges, utility assessments, and any and all charges, levies, fees, or costs, general or special, ordinary or extraordinary, of any kind that are levied or at the direction of laws, rules, or regulations of any federal, state, or local authority on the Premises or the Improvements, or based on or otherwise in connection with the use, occupancy, or operations of the Premises or the Improvements, or with respect to services or utilities in connection with the use, occupancy, or operations of the Premises or the Improvements, or on Landlord with respect to the Premises or the Improvements, or on any act of leasing space in the Improvements, or in connection with the business of leasing space in the Improvements, including any tax on rents, whether direct or as a part of any "gross receipts" tax, and whether or not in lieu of, in whole or in part, ad valorem property taxes. Taxes will include, but not be limited to, state and local real-property taxes, levies, and assessments, and any tax, fee, or other excise, however described, that may be levied or assessed in lieu of, or as a substitute, in whole or in part, for, or as an addition to any other taxes, and all other governmental impositions and governmental charges of every kind and nature

relating to the Premises or the Improvements, including, but not limited to, any road-user or transportation-system-maintenance fee and any charges or fees measured by trip generation or length, parking spaces, impervious surfaces, buildings, vehicle usage, or similar bases for measurement.

7.2 Payment of Taxes. Throughout the Term, Tenant will pay all Taxes as they become due. If by law any Tax is payable, or may at the option of the taxpayer be paid, in installments, Tenant may pay the same in installments as each installment becomes due and payable, but in any event must do so before any fine, penalty, interest, or cost may be added for nonpayment of any installment or interest. Taxes for the year in which this Lease commences and expires will be prorated between the parties as of the Commencement Date or expiration date as the case may be and, on the Commencement Date, Tenant will pay its pro rata share of the current year's taxes.

7.3 Contesting Taxes. If Tenant in good faith desires to contest the validity or the amount of any Tax, Tenant will be permitted to do so by giving to Landlord written notice thereof before commencement of such contest. Landlord will, at Tenant's expense (including reimbursement of attorney fees reasonably incurred by Landlord), cooperate with Tenant in any such contest to the extent that Tenant may reasonably request, but Landlord will not be subject to any liability for the payment of any costs or expenses in connection with any proceeding brought by Tenant, and Tenant will indemnify and save Landlord harmless from any such costs or expenses. Any rebates on account of the Taxes required to be paid and paid by Tenant under the provisions of this Lease will belong to Tenant, except that to the extent any rebates or refunds are related to a period of time in which this Lease is not in effect (either before commencement or after expiration or termination), the portion of the rebate attributable to such time will be returned to Landlord to the extent previously paid by Landlord. Any contest as to the validity or amount of any Tax, or assessed valuation on which the Tax was computed or based, whether before or after payment, may be made by Tenant in the name of Landlord or of Tenant, or both, as Tenant will determine.

7.4 Evidence of Payment. Promptly after payment, Tenant will provide Landlord with evidence reasonably satisfactory to Landlord that all Taxes required to be paid by Tenant have been paid.

7.5 Personal Property Taxes. Tenant must pay before delinquency all taxes assessed against and levied on improvements, fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Premises, and when possible Tenant must cause said improvements, fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of Landlord.

7.6 Utilities and Services. Tenant will pay, directly to the appropriate supplier, for all water, sanitary sewer, storm sewer, gas, electric, telephone, internet, cable, garbage pickup, and all other utilities and services used by Tenant on the Premises as they become due, together with any taxes thereon, from and after the Commencement Date. Landlord will not be in default hereunder nor be liable in damages or otherwise for any failure or interruption of any utility or other service being furnished to the Premises by a third party, and no such failure or interruption will entitle Tenant to terminate this Lease or to abate payment of any portion of Rent due

hereunder. Subject to 6.5, Tenant shall be solely responsible for obtaining all utilities and services to serve the Premises.

## ARTICLE 8

### INSURANCE

8.1 Property Insurance. Tenant, at its cost and expense, will keep all Improvements insured against loss or damage by property insurance written on the standard Insurance Services Office (ISO) "special-form" policy, or its nearest equivalent in use at the time. Tenant will obtain endorsements to its special-form policy to maintain the following types of coverage to the extent required by Landlord (a) flood, (b) earthquake, (c) indirect loss, (d) debris removal in an amount sufficient to size and cost of the Building, and (e) ordinance and law. The property insurance must cover the full replacement value of the Improvements (excluding foundation and excavation cost), less a deductible not to exceed \$5,000, and require that all losses are payable to Landlord and Tenant as their interests may appear. Any loss adjustment must require written consent of both parties, which will not be unreasonably withheld, conditioned, or delayed. The amount of the insurance policy will be increased from time to time, not more than once every five (5) years, as the full replacement value of the Improvements increases, provided that Landlord may require Tenant to increase amount of the insurance policy after each time Tenant has constructed substantial Improvements upon the Premises.

8.2 Property Insurance During Construction. During construction of any Improvements (including the Initial Renovation) on the Premises, Tenant shall obtain and maintain builder's risk insurance against "all risk" of physical loss, including, without limitation, the perils of flood, collapse and transit, covering the total cost of work performed, equipment, supplies and materials furnished on a replacement cost basis. Tenant shall also maintain insurance covering the cost of delay in completion of said construction caused by the "all risk" perils referred to above, which shall cover not less than the Rent due to Landlord hereunder and the rent which reasonably would have been due to Landlord if the Improvements had been completed, and shall cover not less than 12 months of such payments of Rent under this Lease. Tenant shall also obtain and maintain earthquake insurance if such insurance is available at commercially reasonable rates with commercially reasonable deductibles to Tenant. All contractors shall be included as additional insureds under such policies or under policies maintained by Tenant's general contractor or Tenant shall furnish separate certificates and endorsements for each subcontractor to the Landlord for review and approval. All coverages for contractors shall be subject to all of the requirements stated herein.

8.3 Liability Insurance. Tenant, at its cost and expense, will maintain commercial general liability insurance covering the Premises, the Improvements, and the conduct or operation of its business with limits of loss of at least Two Million Dollars (\$2,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate, and comprehensive liquor liability of not less than Two Million Dollars (\$2,000,000) per occurrence. The insurance policies must be primary to any insurance available to Landlord, contain a severability-of-interest or cross-liability clause, include contractual-liability coverage for Tenant's indemnification obligations contained in this Lease, and name Landlord as an additional insured. Landlord has the right from time to time to increase the amount of liability insurance required

under this Lease based on then-current market conditions for properties comparable to the Premises no more often than once every five (5) years.

8.4 Worker's Compensation and Employers' Liability. Tenant, at its cost and expense, will maintain Worker's Compensation and Employers' Liability Insurance as prescribed by applicable law.

8.5 Additional Requirements. Tenant's insurance carriers must be reputable insurance companies reasonably acceptable to Landlord, licensed to do business in the State of Oregon, and have a minimum A-VIII rating as determined by the then-current edition of *Best's Insurance Reports* published by A.M. Best Co. Tenant will provide Landlord with certificates of insurance concurrently with the execution of this Lease and upon renewal of each such policy thereafter to establish that Tenant's insurance obligations have been met and that the policies are not subject to cancellation or material change without at least thirty (30) days advance written notice to Landlord; provided, however, that Landlord reserves the right to inspect and require full copies of all insurance policies to be provided to Landlord.

8.6 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any other risks enumerated in the insurance policies described in this Article 8, whether due to negligence or any other cause. Notwithstanding the foregoing, to the extent Tenant fails to maintain the insurance required under the terms of this Lease, such failure shall not be a defense to any claim asserted by Landlord against Tenant of any loss sustained by Landlord due to circumstances that would have been covered had such required insurance been maintained. In the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Tenant agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

## ARTICLE 9

### RELEASE AND INDEMNIFICATION

9.1 Release. Tenant is and will be in exclusive control of the Premises and the Improvements, and except as set forth in Section 6.7, Landlord will not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in, or about the Premises or the Improvements, or any injury or damage to the Premises or the Improvements or to any property, whether belonging to Tenant or to any other person, caused by any fire, breakage, leakage, defect, or bad condition on any part of the Premises or the Improvements, or from steam, gas, electricity, water, rain, or snow that may leak into, issue, or flow from any part of the Premises or the Improvements from the drains, pipes, or plumbing work of the same, or from the street, subsurface, or any place or quarter, or because of the use, misuse, or abuse of all or any of the Improvements, or from any kind of injury that may arise from any other cause whatsoever on the Premises or in or on the Improvements, including defects in construction of the Improvements, latent or otherwise; and Tenant hereby releases Landlord from and against any and all liabilities resulting from any such injuries and damages. Landlord acknowledges that

it remains responsible for liability to any third party to the extent that the liability arises from the gross negligence or willful misconduct of Landlord, its agents or employees ("Landlord Parties").

9.2 Indemnification. Except to the extent caused by the gross negligence or willful misconduct of the Landlord Parties, Tenant shall indemnify, defend and hold Landlord, its agents and employees harmless from and against any and all liabilities, obligations, damages, fines, penalties, claims, costs, charges, and expenses (including, without limitation, reasonable attorney fees and costs at trial and on appeal; environmental response and remedial costs; environmental consultant and laboratory fees; and natural resource damages) that may be imposed on or incurred by or asserted against Landlord by reason of any of the following occurrences during the Term:

(a) Any work or thing done in, on, or about all or any part of the Premises or the Improvements by Tenant or any party other than the Landlord Parties;

(b) Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of all or any part of the Premises or the Improvements or any adjacent alley, sidewalk, curb, vault, passageway, or space;

(c) Any negligence on the part of Tenant or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees;

(d) Any accident, injury, or damage to any person or property occurring in, on, or about the Premises or the Improvements, even if caused in part by the negligence of Landlord, but only up to the limits of Tenant's liability insurance coverage with respect to any such negligence of Landlord; and

(e) Any failure of Tenant to comply with or to perform any covenant, agreement, term, provision, condition, or limitation that this Lease requires Tenant to comply with or to perform, including without limitation Tenant's compliance with the Legal Requirements and the release of Hazardous Substances in violation of Environmental Laws.

## ARTICLE 10

### LIENS

10.1 No Liens. Tenant will not suffer or permit any construction liens to attach to or be filed against any part the Premises or the Improvements by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Tenant or any person occupying or holding an interest in any part of the Premises or the Improvements. If any such lien is filed against any portion of the Premises or the Improvements, Tenant will cause the same to be discharged of record within thirty (30) days after the date of its filing by payment, deposit, or bond. If Tenant (or any contractor or subcontractor, as applicable) does not cause to be recorded the bond described in ORS 87.076, or otherwise protect the Premises and Improvements under any alternative or successor statute, and a final judgment has been rendered against Tenant by a court of competent jurisdiction for the foreclosure of a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Tenant fails to stay

the execution of judgment by lawful means or to pay the judgment, Landlord shall have the right, but not the duty, to pay or otherwise discharge, stay or prevent the execution of, any such judgment or lien or both. Upon any such payment by Landlord, Tenant shall promptly, upon receipt of written request therefor made by Landlord, reimburse Landlord for all sums paid by Landlord under this paragraph, together with all Landlord's reasonable attorneys' fees and costs, plus interest at the Default Rate, from the date of payment until the date of reimbursement.

10.2 No Right to Lien Landlord's Interest. Nothing in this Lease may be deemed to be, or be construed in any way as constituting, the consent or request of Landlord, express or implied, by inference or otherwise, to any person, firm, or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration, or repair of or to the Premises or to the Improvements, or as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against Landlord's interest in the Premises or against Landlord's interest, if any, in the Improvements. Tenant is not intended to be an agent for Landlord.

## ARTICLE 11

### REPAIRS AND MAINTENANCE

11.1 Tenant Obligation. Tenant must maintain, repair and replace the Premises and the Improvements as and when needed so as to keep them in a clean and attractive condition, and in good condition and repair, throughout the entire Term. Tenant's obligations extend to both structural and nonstructural items and to all maintenance, repair, and replacement work.

11.2 Landlord Obligation. Landlord is not required to furnish to Tenant, the Premises, or the Improvements any facilities, utilities, or services of any kind whatsoever during the Term, such as, but not limited to, water, sanitary sewer, storm sewer, gas, electric, telephone, cable, garbage pickup, or any other utilities or services used by Tenant. Landlord is not required to make any alterations, rebuildings, replacements, changes, additions, improvements, or repairs to any portion of the Premises or the Improvements during the Term.

11.3 Limited Assignment of Rights. Landlord assigns to Tenant, without recourse, any rights that Landlord may have against any parties causing damage to the Improvements on the Premises to sue for and recover amounts expended by Tenant as a result of the damage.

## ARTICLE 12

### SIGNAGE

Provided Tenant obtains Landlord's prior written approval as to design, size, location, and color, Tenant is permitted to install signage on the Premises and the Improvements as long as Tenant complies with all applicable Legal Requirements and Landlord's standards for signs. All 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.



## ARTICLE 13

### INSPECTION AND ACCESS

Tenant will permit Landlord or its authorized representative to enter the Premises and the Improvements at all reasonable times during normal business hours for purposes of inspecting them for compliance with the terms of this Lease and making any repairs or performing any work that Tenant has neglected or refused to make in accordance with the terms of this Lease. Entry shall be upon at least 24 hours' prior notice to Tenant except in an emergency. Nothing in this Lease implies any duty or obligation, however, on Landlord's part to make such inspections or perform such work (including, but not limited to, repairs and other restoration work made necessary because of any fire or other casualty or partial condemnation, irrespective of the sufficiency or availability of any property or other insurance proceeds, or any award in condemnation, that may be payable). Landlord's performance of any work will not constitute a waiver of Tenant's default in failing to perform the same.

## ARTICLE 14

### DAMAGE AND DESTRUCTION

If any Improvements on the Premises are damaged or destroyed by fire or other casualty, Rent will not abate and Tenant must promptly restore the damaged Improvements to substantially the same condition existing before the casualty. The proceeds available from Tenant's property insurance policy (the "Proceeds") must be used for such restoration. If the Proceeds are not sufficient for Tenant to restore the damaged Improvements, Tenant must pay the difference.

If Tenant fails to file a claim or proof of loss with its property insurance carrier within fifteen (15) days after the casualty, Landlord may file such claim or proof of loss on behalf of Tenant after providing Tenant with written notice of its intention to do so. Any dispute regarding the distribution or use of the Proceeds will be arbitrated in the manner described in Section 5.4 above, and any Proceeds not used to repair or restore the damaged Improvements will be delivered to Tenant (except as otherwise provided below).

Notwithstanding the foregoing to the contrary, if the casualty occurs during the last three years of the Term and the Improvements are damaged to the extent of thirty-five percent (35%) or more of the total replacement cost of all Improvements on the Premises (exclusive of foundations), then either Landlord or Tenant may terminate this Lease as of the date of the casualty by providing written notice thereof to the other party within thirty (30) days after the date of the casualty; provided, however, that if Landlord elects to terminate the Lease under this section but Tenant has the right to extend the Term of this Lease under Section 2.2, then Tenant may elect to exercise its extension right within five (5) days after receiving notice of Landlord's election to terminate the Lease, in which case Landlord's notice of termination is void, the Term is extended as provided in Section 2.2 and Tenant must perform its restoration obligation as provided above. Upon the exercise of the option to terminate this Lease by either party hereto (unless Tenant vitiates Landlord's termination of the Lease by extending the Term as provided above), this Lease will terminate upon Tenant (a) removing all damaged

Improvements (including foundations) and leaving the Premises in a clean, attractive, and safe condition, and (b) delivering the balance of the Proceeds to Landlord.

## ARTICLE 15

### CONDEMNATION

15.1 Total Taking. If all the Premises and the Improvements are taken or condemned by right of eminent domain or by purchase in lieu of condemnation (a "Taking"), or if in Tenant's reasonable judgment the Taking of any portion of the Premises or the Improvements renders the portion remaining insufficient and unsuitable to permit the restoration of the Improvements following the Taking, then Tenant may terminate this Lease by providing written notice thereof to Landlord within thirty (30) days after Tenant is notified of the Taking, in which case the Lease will cease and terminate (except those provisions intended to survive the expiration or termination of the Lease) as of the date on which the condemning authority takes possession (any Taking in this section being called a "Total Taking") and the Rent will be apportioned and paid to the date of the Total Taking.

15.2 Award for Total Taking. If this Lease terminates as a result of a Total Taking, the rights and interests of the parties will be determined as follows:

15.2.1 The total award or awards for the Total Taking will be apportioned and paid in the following order of priority:

(a) Landlord will have the right to receive directly from the condemning authority, in its entirety and not subject to any trust, a portion of the award that is defined and referred to as the Land Award (as defined below), and neither Tenant nor any Permitted Leasehold Mortgagee will be entitled to receive any part of the Land Award. The term "Land Award" means that portion of the award in the condemnation proceeding that represents the fair market value of the Premises, which should be considered as vacant, unimproved but encumbered by this Lease; the consequential damage to any part of the Premises that may not be taken; the diminution of the assemblage or plottage value of the Premises not so taken; and all other elements and factors of damage to the Premises; but in all events the damage or valuation will take into consideration that the Premises are encumbered by this Lease.

(b) Tenant will have the right to receive directly from the condemning authority that portion of the award referred to as the Leasehold Award (as defined below), subject, however, to the rights of any Permitted Leasehold Mortgagee. The term "Leasehold Award" means that portion of the award in the condemnation proceeding that represents the fair market value of Tenant's interest in the Improvements and the fair market value of Tenant's leasehold estate as so taken and, if this Lease is not terminated as a result of the Taking, the consequential damages to any part of the Improvements.

(c) It is the intent of the parties that the Land Award and the Leasehold Award will equal the total amount of the awards respecting the Total Taking.

15.2.2 If a court or another lawful authority that is authorized to fix and determine the awards fails to fix and determine, separately and apart, the Land Award and the



Leasehold Award, the awards will be determined and fixed by written agreement mutually entered into by and among Landlord, Tenant, and First Leasehold Mortgagee, if any, and if an agreement is not reached within thirty (30) days after the judgment is entered in the proceeding, the controversy will be resolved in the same court in which the condemnation action is brought, in any proceedings that are appropriate for adjudicating the controversy; and

15.2.3 If the condemning authority refuses or otherwise fails to deduct from the Leasehold Award any Rent or other money due from Tenant to Landlord and to pay the same directly to Landlord, then Tenant and the First Leasehold Mortgagee, if any, will execute and deliver to Landlord a written and acknowledged assignment of the amount payable out of the Leasehold Award, and if, nevertheless, the full amount of the Leasehold Award is paid to Tenant or any First Leasehold Mortgagee, the recipient will hold in trust for Landlord and pay over to Landlord forthwith on the receipt of the award the amount so due.

15.3 Partial Taking and Award for Partial Taking. If, during the Term, there is a Taking of the Premises or the Improvements, but the Taking is not a Total Taking and not a temporary taking of the kind described in Section 15.4, this Lease will not terminate but will remain in full force and effect with respect to the portion of the Premises and the Improvements not taken (any Taking or change of grade of the kind described in this section being referred to as a "Partial Taking"), then: (i) from and after the date of the Taking, the Rent shall be reduced pro-rata based on the ratio of the square footage of the portion of the Premises taken to the original square footage of the Premises; and (ii) the total award or awards for the taking will be apportioned and paid in the following order of priority:

(a) Landlord will have the right to receive directly from the condemning authority, in its entirety and not subject to any trust, that portion of the award that equals the Land Award, and neither Tenant nor any Permitted Leasehold Mortgagee will be entitled to receive any part of the award; and

(b) If at the time of the Taking, a First Leasehold Mortgage is held by a Lending Institution, then that Lending Institution, or, if there is no First Leasehold Mortgage, then Tenant, will have the right to receive directly from the condemning authority the balance of the award, to be applied by the recipient as it deems appropriate.

15.4 Temporary Taking. If there is a Taking of all or a part of the Premises or the Improvements for temporary use, this Lease will continue without change, as between Landlord and Tenant, and Tenant will be entitled to the entire award made for that use. Tenant will also have the right to file and prosecute any claim against the condemnor for damages, and to recover the same, for any negligent use, waste, or injury to the Premises or the Improvements throughout the balance of the then-current Term. The amount of damages so recovered will belong to Tenant.

15.5 Dispute Resolution. In the event of any dispute between Tenant and Landlord regarding any issue of fact arising out of a Taking mentioned in this Article, the dispute will be resolved by the same court in which the condemnation action is brought, in any proceedings that are appropriate for adjudicating the dispute.

## ARTICLE 16

### ASSIGNMENT AND SUBLETTING

16.1 Limitations on Transfers. Except as permitted under Section 16.2 and Article 18 below, Tenant must not, voluntarily or by operation of law, sell, assign, or transfer this Lease or any interest therein, sublet the Premises or any part thereof, or grant any right to use the Premises, the Improvements, or any respective part thereof (each a "Transfer") without the prior written consent of Landlord, which must not be unreasonably withheld, conditioned or delayed. Any attempted Transfer without such prior written consent will be void. Landlord's consent to a Transfer will in no event release Tenant, any assignee, or any guarantor from their respective liabilities or obligations under this Lease or any guaranty of this Lease (including any liabilities or obligations arising during the Extended Term), nor relieve Tenant from the requirement of obtaining Landlord's prior written consent to any further Transfer. Landlord's acceptance of Rent from any other person will not be deemed to be a waiver by Landlord of any provision of this Lease or consent to any Transfer. For the avoidance of doubt, the use of the Premises by any transferee following a Transfer must be consistent with the Permitted Use, unless consented-to by Landlord, in Landlord's sole discretion.

If Tenant is a corporation, partnership, limited liability company, or other entity or unincorporated association, then any Transfer of this Lease by merger, consolidation, liquidation, or change in the ownership of or power to vote the majority of the ownership interest of Tenant, or manage Tenant, will constitute a Transfer for the purposes of this Article.

16.2 Assignments Prohibited. An assignment prohibited within the meaning of this Section 16.1 includes, without limitation, one or more sales or transfers, direct or indirect, by operation of law or otherwise, or the creation of new stock or ownership interests, by which ownership or control of an aggregate of more than fifty percent (50%) of Tenant's stock or ownership interests must vest in a party or parties who are non-stockholders, partners, or members, as applicable, as of the Commencement Date.

16.3 Review of Proposed Transfer. In the event of a proposed assignment of this Lease or a proposed sublease of all or any portion of the Premises, Tenant shall, at least thirty (30) days prior to the effective date of any proposed assignment or sublease, provide Landlord with a copy of the proposed assignment or sublease and such information as Landlord reasonably requests concerning the proposed assignee or subtenant to allow Landlord to make an informed judgment as to the financial condition, reputation, operations, and general desirability of the proposed assignee or subtenant. Tenant shall pay a review fee of \$1,000 (which amount shall increase on each Adjustment Date to 112% of the review fee previously in effect), and Landlord's reasonable attorney fees incurred in connection with any request by Tenant for an assignment or sublease.

16.4 Sublease Terms. Each sublease will contain the following terms and conditions:

(a) The sublease will incorporate the terms, conditions, and covenants set forth in, and state that it is subject and subordinate to, this Lease and to any extensions, modifications, or amendments of this Lease, unless Landlord specifically requires that the sublease be prior and superior to this Lease;

(b) That rents due under the sublease (i) have been collaterally assigned to Landlord (and Tenant hereby collaterally assigns the rents to Landlord), subject to the rights of any leasehold mortgagee, to support performance of Tenant's covenants under this Lease, which assignment will be effective only on the occurrence of any event of default by Tenant under this Lease; (ii) will not be paid more than one month in advance; and (iii) will, on receipt of written notification from Landlord that an event of default has occurred under this Lease, be paid by the subtenant directly to Landlord until the subtenant receives written notice from Landlord that Tenant has cured the event of default or is in the process of curing the event of default in a manner reasonably satisfactory to Landlord;

(c) That if this Lease is canceled or terminated before the expiration of the Term, the subtenant will make full and complete attornment to Landlord for the balance of the term of the sublease with the same force and effect as though the sublease were originally made directly from Landlord, as long as the subtenant has received a Sublease Nondisturbance Agreement from Landlord, as provided below; and

(d) If any act or omission of Tenant would give subtenant the right, immediately or after lapse of a period of time, to cancel or terminate the sublease, or to claim a partial or total eviction, subtenant will not exercise that right: (i) until it has given written notice of the act or omission to Landlord; and (ii) until a reasonable period of time for Landlord to cure the condition has passed.

16.5 Sublease Nondisturbance Agreements. Landlord will issue a commercially reasonable nondisturbance and attornment agreement (each a "Sublease Nondisturbance Agreement") to each subtenant requesting the same within thirty (30) days after receipt of a request therefor, as long as the rent under the sublease is fair market rent, and the other terms of the sublease are consistent with then-current market conditions. The Sublease Nondisturbance Agreement will require the subtenant to acknowledge in writing that this Lease is prior to and paramount to the sublease, and will provide that Landlord will recognize the sublease and not disturb the subtenant's possession under the sublease as long as subtenant is not in default under its sublease and agrees to attorn to Landlord for the balance of the term of the sublease with the same force and effect as though said sublease were originally made directly from Landlord to subtenant, except Landlord will not: (a) be liable for any previous act or omission of Tenant under the sublease; (b) be subject to any offset, deficiency, or defense that will have accrued to subtenant against Tenant; (c) be bound by any previous modification of the sublease or by any previous prepayment of more than one month's rent under the sublease, unless the modification or prepayment will have been expressly approved in writing by the Landlord; or (d) be liable for the return of any security deposit on the sublease that was not actually transferred to the Landlord.

16.6 Right of First Offer. If Tenant wishes to sell, assign, or transfer all of Tenant's entire interest in (a) the Premises, (b) the Improvements, and (c) this Lease, Tenant will first offer Tenant's interest to Landlord pursuant to a written offer (the "Offer") setting forth all of the terms and conditions on which Tenant is willing to sell Tenant's interest. Landlord shall have until forty-five (45) days from the date of its receipt of the Offer to elect to accept the Offer and purchase Tenant's interest on the terms and conditions set forth in said Offer (except that a formal purchase and sale agreement documenting all terms and conditions shall be prepared by

Tenant and presented to Landlord within ten (10) days of Landlord's election, and subject to Landlord's reasonable approval). If Landlord does not exercise its right to acquire Tenant's interest by notifying Tenant in writing of its election to do so within said 45-day period or if Landlord notifies Tenant in writing before the expiration of that period that it does not elect to accept the Offer, then Tenant may, for a period of six months following the expiration of said 45-day period or receipt of Landlord's notice not to accept the Offer, whichever is earlier, sell Tenant's entire interest at a purchase price no less than that set forth in the Offer and on terms not materially more favorable to Tenant than those contained in the Offer. Nothing in this Section 16.6 shall serve to circumvent Landlord's approval rights to any assignment or partial assignment or other Transfer under this Article 16.

## ARTICLE 17

### LANDLORD MORTGAGES AND SUBORDINATION

17.1 Landlord Mortgages. Landlord has the right at any time and from time to time to borrow against and encumber its interest in the Premises, the Improvements, and this Lease without having to obtain the consent of Tenant.

17.2 Subordination. This Lease will at all times be subject and subordinate to any mortgage or deed of trust (an "Encumbrance") now existing or hereafter placed on Landlord's interest in the Premises or the Improvements or any portion thereof, and to any and all modifications, renewals, or extensions of an Encumbrance. If Landlord's interest in the Premises and the Improvements are sold or transferred in connection with the judicial or nonjudicial foreclosure of any Encumbrance, or by deed in lieu of foreclosure, Tenant will upon written notice thereof attorn to the purchaser as Landlord (the "Successor Landlord"), and any such Successor Landlord will recognize this Lease and will not disturb the quiet enjoyment and possession of the Premises and the Improvements by the Tenant under this Lease as long as Tenant is not in default of the Lease, except that the Successor Landlord will not: (a) be liable for any previous act or omission of Landlord under this Lease; (b) be subject to any offset, deficiency, or defense that will have accrued to Tenant against Landlord; (c) be bound by any previous modification of this Lease or by any previous prepayment of more than one month's Rent, unless the modification or prepayment will have been expressly approved in writing by the Encumbrance holder; or (d) be liable for the return of any security deposit that was not actually transferred to the Successor Landlord. Within fifteen (15) days after request by Landlord or any existing or prospective lender of Landlord, Tenant will execute a commercially reasonable form of subordination, nondisturbance, and attornment agreement that is consistent with this Section 17.2. If any act or omission of Landlord would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant will not exercise such right: (i) until it has given written notice of the act or omission to Landlord and each Encumbrance holder whose name and address have previously been furnished to Tenant, and (ii) until a reasonable period of time for the parties to cure the condition has passed.

## ARTICLE 18

### LEASEHOLD MORTGAGES

18.1 Right to Mortgage Leasehold. In addition to any other rights granted and without any requirement to obtain Landlord's consent, Tenant has the right to mortgage or grant a security interest in Tenant's interest in this Lease, the Premises, and the Improvements under one or more leasehold mortgages to one or more Lending Institutions (as defined in Section 18.2 below), and to assign this Lease as collateral security for those leasehold mortgages, on the condition that all rights acquired under the leasehold mortgages are subject to every covenant, condition, and restriction set forth in this Lease, and to all rights and interests of Landlord, none of which covenants, conditions, restrictions, rights, or interests is or may be waived by Landlord by reason of the right given to mortgage or grant a security interest in Tenant's interest in this Lease and the Premises and the Improvements, except as expressly provided otherwise, and further provided the following shall apply:

(a) The Landlord shall not be required to sign any Permitted Leasehold Mortgage, or otherwise become obligated thereunder;

(b) No such lien, charge or encumbrance shall constitute a lien or encumbrance upon the Landlord's fee title in the Premises or its reversionary interest in the Improvements;

(c) Any interest in the Premises which the Permitted Leasehold Mortgage establishes in a trustee, and any lien which it creates, shall expire on or before the date of expiration of the Term;

(d) The Permitted Leasehold Mortgage imposes no financial obligations on the Landlord, contingent or otherwise;

(e) The Permitted Leasehold Mortgage shall neither subordinate nor affect the Landlord's right to convey, mortgage, encumber or otherwise hypothecate in any way the Landlord's fee or leasehold title (respectively) or reversionary interest in the Improvements or the Premises;

(f) Except as otherwise provided herein, no Permitted Leasehold Mortgagee or anyone claiming by, through or under such Permitted Leasehold Mortgagee shall, by virtue of such claim, acquire any greater rights than Tenant then had under this Lease;

(g) The Permitted Leasehold Mortgage shall be subject to all conditions, covenants and restrictions of this Lease and to all rights of Landlord hereunder;

(h) The Landlord will accept performance under this Lease by any Permitted Leasehold Mortgagee as though the same had been performed by Tenant;

(i) The time available to a Permitted Leasehold Mortgagee to initiate foreclosure proceedings, to proceed with foreclosure proceedings, or to obtain possession of the leasehold interest shall be deemed extended by the number of days of delay occasioned by



judicial restriction or application or operation of law against any such initiation or occasion by other circumstances beyond such Permitted Leasehold Mortgagee's control;

(j) If two or more Permitted Leasehold Mortgagees exercise their rights under this Lease, the First Leasehold Mortgagee shall prevail; provided, however, that any priority issues between multiple lenders will not be determined by Landlord;

(k) The Permitted Leasehold Mortgage shall provide that, prior to the institution of any proceedings to foreclose the Permitted Leasehold Mortgage or of negotiations to accept an assignment in lieu of the foreclosure of the Permitted Leasehold Mortgage, the holder or beneficiary thereof shall notify Landlord in writing that such proceedings or negotiations are to be commenced, and Landlord shall have the right, but not the obligation, within sixty (60) days after receiving of such notice to purchase the Permitted Leasehold Mortgage and the indebtedness which it secures at a purchase price equal to the full amount then owing under said Permitted Leasehold Mortgage, including accrued interest, reasonable attorneys' fee for the holder or beneficiary, and applicable statutory costs and allowances if any foreclosure proceedings shall have commenced. All loan agreements in connection with any Improvements, including but not limited to construction loans, long term loans and refinancing permitted by the terms of this Lease shall contain the written agreement of the Permitted Leasehold Mortgagee that Landlord shall be notified by the Permitted Leasehold Mortgagee within thirty (30) days of any default by Tenant on any such loan and shall be given the opportunity to correct the default and assume the loan(s) prior to initiation of foreclosure actions other than the filing of a notice of default pursuant to ORS 86.752;

(l) Tenant shall give Landlord written notice of any Permitted Leasehold Mortgage prior to the execution and/or recording of same by Tenant, and shall accompany such notice with a true copy of such Permitted Leasehold Mortgage; and

(m) Tenant shall give Landlord written notice when the Permitted Leasehold Mortgage is extinguished and no longer in effect as soon as possible after such extinguishment;

(n) All insurance proceeds arising from damage or destruction of the Improvements shall be available for restoration thereof to the extent Tenant is obligated under the terms of this Lease to restore the Improvements following such damage or destruction.

18.2 Defined Terms. Any mortgage, deed of trust, financing statement, security agreement, or other financing instrument granted by Tenant pursuant to this Article 18 is referred to as a "Permitted Leasehold Mortgage," and the holder of or secured party under a Permitted Leasehold Mortgage is referred to as a "Permitted Leasehold Mortgagee." The Permitted Leasehold Mortgage that is prior in lien or interest among those in effect is referred to as the "First Leasehold Mortgage," and the holder of or secured party under the First Leasehold Mortgage is referred to as the "First Leasehold Mortgagee." For the purposes of any rights created under this Article, any so-called wraparound lender will be considered a First Leasehold Mortgagee. If a First Leasehold Mortgage and a Permitted Leasehold Mortgage that is second in priority in lien or interest among those in effect are both held by the same Permitted Leasehold Mortgagee, the two Permitted Leasehold Mortgages are collectively referred to as the First

Leasehold Mortgage. The term "Lending Institution" means any commercial, national, or savings bank, savings and loan association, trust company, pension trust, foundation, or insurance company, and any other entity, person, corporation, partnership, or otherwise making a loan on the security of Tenant's interest in this Lease or any portion of the Premises or the Improvements.

18.3 Lender Protections. If a Permitted Leasehold Mortgagee sends to Landlord a true copy of its Permitted Leasehold Mortgage, together with written notice specifying the name and address of the Permitted Leasehold Mortgagee, then as long as the Permitted Leasehold Mortgage remains unsatisfied of record or until written notice of satisfaction is given by the holder to Landlord, the following provisions will apply (in respect of the Permitted Leasehold Mortgage and of any other Permitted Leasehold Mortgages):

(a) This Lease may not be (i) amended or modified, or (ii) terminated or canceled by reason of the exercise of any option or election by Tenant, or by the giving of any notice by Tenant, unless such amendment, modification, termination, or cancellation by Tenant is assented to in writing by the Permitted Leasehold Mortgagee. Any such attempted amendment or modification, termination, or cancellation by Tenant without the Permitted Leasehold Mortgagee's assent is void. Furthermore, no mergers will result from the acquisition by, or devolution upon, any one entity of the fee and the leasehold estates in the Premises or the Improvements.

(b) Upon serving Tenant with any notice under this Lease, whether of default or any other matter, Landlord will simultaneously serve a copy of the notice on the Permitted Leasehold Mortgagee, and no notice to Tenant will be deemed given unless a copy is so served on the Permitted Leasehold Mortgagee in the manner provided in this Lease for giving notices.

(c) In the event of any default by Tenant under this Lease, each Permitted Leasehold Mortgagee has the same period as Tenant has, plus thirty (30) days, after service of notice on it of the default, to remedy or cause to be remedied or commence to remedy and complete the remedy of the default complained of, and Landlord must accept that performance by or at the instigation of the Permitted Leasehold Mortgagee as if the same had been done by Tenant. Each notice of default given by Landlord must state the amount of any Rent that is then claimed to be in default.

(d) If this Lease is terminated by reason of any default by Tenant, other than for nonpayment of the Rent and other payments herein provided for, Landlord will enter into a new lease for the Premises and the Improvements with the holder of the then First Leasehold Mortgage on this Lease, or with its nominee or designee, for the remainder of the Term, effective as of the date of the termination, at the Rent and on the other terms and provisions as herein contained and subject only to the same conditions of title as this Lease was subject on the date of the execution hereof, and to the rights, if any, of any parties then in possession of the Premises or any portion thereof, provided as follows: (i) the holder will request the new lease within thirty (30) days after the date of termination of the Lease; (ii) the holder will pay to Landlord at the time of execution and delivery of the new lease all sums as to which the First Leasehold Mortgagee will have been provided with prior notice and which would

at the time of execution and delivery thereof be due under this Lease had it not terminated, together with any expenses, including reasonable attorney fees, to which Landlord will have been subjected by reason of the default; (iii) Landlord will not warrant possession of the Premises to the tenant under the new lease; (iv) the new lease will be expressly made subject to the rights, if any, of Tenant under this terminated Lease; (v) the tenant under the new lease will have the same right, title, and interest in and to the Premises as Tenant had under this Lease (except as otherwise provided herein); and (vi) the holder will not be obligated to perform any obligations of Tenant hereunder until the holder actually acquires possession of the Premises.

(e) Nothing herein contained will require any holder of a Permitted Leasehold Mortgage or its nominee or designee to cure any default of Tenant arising out of its bankruptcy, insolvency, reorganization, or other proceeding under the bankruptcy or insolvency laws of the United States or the State of Oregon or otherwise.

(f) Landlord shall amend this Lease from time to time to the extent reasonably requested by a Lending Institution proposing to make Tenant a loan secured by a Permitted Leasehold Mortgage, as long as such proposed amendments do not materially and adversely affect the rights, obligations, or liabilities of Landlord or Landlord's interest in the Premises or the Improvements. All reasonable expenses Landlord incurs in connection with any such amendment will be paid by Tenant.

(g) The name of any Permitted Leasehold Mortgagees may be added to the "loss payable endorsement" of any or all insurance policies required to be carried by Tenant.

## ARTICLE 19

### ESTOPPEL CERTIFICATE

Within fifteen (15) days after a request is made by a party, the other party will, without charge, give a certification in writing to any person, firm, or corporation reasonably specified by the requesting party stating (a) that this Lease is then in full force and effect and unmodified, or if modified, stating the modifications; (b) that Tenant is not in default in the payment of Rent to Landlord, or if in default, stating the default; (c) that as far as the maker of the certificate knows, neither party is in default in performing or observing any other covenant or condition to be performed or observed under this Lease, or if either party is in default, stating the default; (d) that as far as the maker (if Landlord) of the certificate knows, no event has occurred that authorized, or with the lapse of time will authorize, Tenant to terminate this Lease, or if such an event has occurred, stating the event; (e) that as far as the maker of the certificate knows, neither party has any offsets, counterclaims, or defenses, or, if so, stating them; (f) the dates to which Rent has been paid; and (g) any other matters that may be reasonably requested by the requesting party.



## ARTICLE 20

### DEFAULT

The occurrence of any one or more of the following constitutes an event of default under this Lease:

(a) Failure by Tenant to pay Rent or any other amount required to be paid by Tenant to Landlord under this Lease within ten (10) days after written notice of such nonpayment is given to Tenant; provided, however, that Landlord is not required to give Tenant more than one such notice in any consecutive 12-month period. After giving the first such notice to Tenant during a consecutive 12-month period, Tenant will be deemed in default under this Lease for failure to pay Rent or any other amount within ten (10) days after the same becomes due, without notice or opportunity to cure;

(b) Failure by Tenant to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease and such failure continues and is not remedied within ten (10) days after written notice thereof is given to Tenant;

(c) Failure by Tenant, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than as set forth in subsections (a) and (b) above) and such failure continues and is not remedied within thirty (30) days after written notice thereof is given to Tenant; provided, however, that if the failure is of such a nature that it cannot be cured within said 30-day period, then this provision is satisfied if Tenant begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within ninety (90) days after Landlord's notice is given to Tenant;

(d) If a levy under execution or attachment shall be made against the Premises and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of thirty (30) days.

(e) Tenant becomes insolvent; Tenant makes an assignment for the benefit of creditors; Tenant files a voluntary petition in bankruptcy; Tenant is adjudged bankrupt or a receiver is appointed for Tenant's properties; the filing of any involuntary petition of bankruptcy and Tenant's failure to secure a dismissal of the petition within seventy-five (75) days after filing; or the attachment of or the levying of execution on the leasehold interest and Tenant's failure to secure discharge of the attachment or release of the levy of execution within thirty (30) days.

## ARTICLE 21

### REMEDIES

21.1 Remedies. Upon the occurrence of an event of default, Landlord may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

(a) Landlord may terminate this Lease by written notice to Tenant.

(b) Landlord or Landlord's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Premises and the Improvements either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Premises and the Improvements, to the end that Landlord may have, hold, and enjoy the Premises and the Improvements. RE-ENTRY OR TAKING POSSESSION OF THE PREMISES OR THE IMPROVEMENTS BY LANDLORD WILL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO TENANT.

(c) Landlord may, without terminating the Lease, relet the whole or any part of the Premises and the Improvements from time to time, either in the name of Landlord or otherwise, to any persons, for any terms ending before, on, or after the expiration date of the Term, at any rentals and on any other conditions (including concessions and free rent) that Landlord determines to be appropriate. To the extent allowed under Oregon law, Landlord will have no obligation to relet all or any part of the Premises or the Improvements and will not be liable for refusing to relet the Premises or the Improvements, or, in the event of reletting, for refusing or failing to collect any rent due on such reletting; and any action of Landlord will not operate to relieve Tenant of any liability under this Lease or otherwise affect such liability. Landlord at its option may make any physical change to the Premises or the Improvements that Landlord, in its sole discretion, considers advisable and necessary in connection with any reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting Tenant's liability.

(d) Whether or not Landlord retakes possession of or relets the Premises and the Improvements, Landlord has the right to recover its damages, including without limitation all lost rentals, all legal expenses, all costs incurred by Landlord in restoring the Premises or otherwise preparing the Premises and the Improvements for reletting, and all costs incurred by Landlord in reletting the Premises and the Improvements.

(e) To the extent permitted under Oregon law, Landlord may sue periodically for damages as they accrue without barring a later action for further damages. Landlord may in one action recover accrued damages plus damages attributable to the remaining Term equal to the difference between the Rent reserved in this Lease for the balance of the Term after the time of award and the fair rental value of the Premises and the Improvements for the same period, discounted at the time of award at a reasonable rate not to exceed ten percent (10%) per annum. If Landlord relets the Premises and the Improvements for the period that otherwise would have constituted all or part of the unexpired portion of the Term, the amount of rent reserved on the reletting will be deemed to be the fair and reasonable rental value for the part or the whole of the Premises and the Improvements so relet during the term of the reletting.

21.2 Landlord's Self-Help Right. If Tenant at any time (a) fails to pay any Tax in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under

this Lease, then after ten (10) days' written notice to Tenant (or without notice in the event of an emergency) and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease or from any default by Tenant and without waiving Landlord's right to take any action that is permissible under this Lease as a result of the default, Landlord may, but is under no obligation to, (i) pay any Tax or make any other payment required of Tenant under this Lease, and (ii) perform any other act on Tenant's part to be made or performed as provided in this Lease, and may enter the Premises and the Improvements for any such purpose, and take any action that may be necessary. All payments so made by Landlord and all costs and expenses incurred by Landlord, including reasonable attorney fees, in connection with the performance of any such act will constitute additional rent payable by Tenant under this Lease and must be paid to Landlord on demand.

21.3 No Waiver. No failure by a party to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by a party, and no breach of this Lease, may be waived, altered, or modified except by a written instrument executed by the other party. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

21.4 Remedies Cumulative and Nonexclusive. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and Landlord's or Tenant's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

## ARTICLE 22

### SALE BY LANDLORD AND LIMITATION OF LANDLORD'S LIABILITY

22.1 Sale by Landlord. If the original Landlord under this Lease, or any successor owner of the Premises, sells or conveys the same, and the new owner assumes the obligations of Landlord under this Lease, all liabilities and obligations on the part of the original Landlord or the successor owner under this Lease accruing thereafter will terminate, and thereupon all such liabilities and obligations will be binding on the new owner. Tenant shall upon written notice thereof to attorn to the new owner.

22.2 Nonrecourse Obligation. Regarding any claim against Landlord, including any claim of default by Landlord under this Lease or in any claim or cause of action arising under this Lease or arising out of the landlord-tenant relationship created by this Lease, the sole and exclusive remedy of Tenant will be against the interests of Landlord in the Premises and its reversionary interest in the Improvements and Landlord will have no other liability hereunder.

Tenant will not enforce any judgment against Landlord except against the interest of Landlord in the Premises and its reversionary interest in the Improvements. In no event will any shareholder, member, partner, officer, employee, or agent of Landlord have any personal liability to Tenant. Tenant agrees that this provision will apply to any and all liabilities, claims, and causes of action whatsoever, including those based on any provision of this Lease, any implied covenant, or any statute or common-law principle. Notwithstanding any other provision of this Lease, in no event whatsoever will either party be responsible for any consequential or incidental damages or for any action that such party believes in good faith is necessary to comply with Legal Requirements with respect to the Premises or the Improvements.

## ARTICLE 23

### SURRENDER AND HOLDOVER

23.1 Condition of Premises and Improvements. Upon expiration of the Term or earlier termination of this Lease, Tenant will deliver all keys to Landlord and surrender the Premises and the Improvements in good condition and repair and broom clean (reasonable wear and tear excepted), free and clear of all occupancies other than subleases to which Landlord has specifically consented and free and clear of all liens and encumbrances other than those, if any, existing on the date of this Lease or created or suffered by Landlord. Tenant's obligations under this Article will be subject to the provisions of Article 14 relating to damage or destruction and Article 15 relating to condemnation.

23.2 Tenant's Property. Before the expiration or earlier termination of this Lease, Tenant will remove all furnishings, furniture, and trade fixtures that remain Tenant's property (the "Tenant's Property"). If Tenant fails to do so, at Landlord's option, (a) the failure to remove Tenant's Property will be deemed an abandonment of Tenant's Property, and Landlord may retain Tenant's Property and all rights of Tenant with respect to it will cease; or (b) by written notice given to Tenant, Landlord may elect to hold Tenant to Tenant's obligation of removal, in which case Landlord may effect the removal, transportation, and storage of Tenant's Property and Tenant will reimburse Landlord for the costs incurred in connection therewith on demand.

23.3 Holding Over. Any holding over after the expiration of the Term with the written consent of Landlord will be construed to be a tenancy from month-to-month, at one hundred fifty percent (150%) of the Rent payable for the period immediately before the expiration of the Term and will otherwise be on the terms and conditions of this Lease. If Landlord consents to Tenant holding over, either party may thereafter terminate the tenancy at any time on thirty (30) days' advance written notice to the other party.

Any holding over after the expiration of the Term without the written consent of Landlord will be construed as a tenancy at sufferance (which Landlord may terminate at any time without notice) and Tenant will be liable for any and all damages resulting from such unauthorized holdover (including, but not limited to, any and all damages that Landlord is required to pay a new tenant for failing to timely deliver any portion of the Premises or the Improvements).

## ARTICLE 24

### CONDITION OF PREMISES

Tenant acknowledges that it has examined the physical condition of the Premises (including whether the Premises contains any Hazardous Substances or fails to comply with any Environmental Laws) and as a result agrees to accept the Premises in "as-is" condition, with all faults. Tenant further acknowledges that no representations or warranties regarding the condition of the Premises have been made by Landlord or any agent or person acting for Landlord.

## ARTICLE 25

### QUIET ENJOYMENT

On paying the Rent and adhering to all covenants, agreements, and conditions of this Lease, Tenant will have quiet enjoyment of the Premises during the Term without hindrance or disturbance by any person claiming by, through, or under Landlord, subject, however to all matters of record, and existing and future zoning and building laws.

## ARTICLE 26

### CERTAIN COVENANTS AND REPRESENTATIONS OF TENANT

26.1 Non Discrimination. During the term of this Lease, Tenant and its subcontractors shall not deny the benefits of this Lease to any person on the basis of religion, color, race, ethnic group identification, sex, gender, age, physical or mental disability, national origin, ancestry, medical condition, or marital status, or any protected class under Legal Requirements, nor shall they discriminate unlawfully against any employee or applicant for employment because of any of the foregoing. Tenant shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Tenant will require its contractors for Improvements to use good faith efforts in the solicitation of minority, women, veteran, and emerging small businesses for the Improvements and will maintain records of such efforts and the actual usage of such businesses.

26.2 Fair Employment and Housing. Tenant shall permit access by representatives of the Oregon's Bureau of Labor and Industries and the Landlord upon reasonable notice at any time during the normal business hours, but in no case less than 24-hours' notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Landlord shall require to ascertain compliance with this clause.

26.3 Subcontracts. All of Tenant's contracts with subcontractors regarding or involving Tenant's interest shall contain provisions similar to those contained in this Article 26.

## ARTICLE 27

### NOTICES

27.1 Notice Parties and Means of Delivery. All notices, consents, demands, communications or approvals required or permitted by this Lease shall be in writing and shall be delivered personally, by overnight courier, or by certified or registered mail, in all events with copy by email to the email addresses indicate below, return receipt requested, addressed as follows:

If to Landlord: Port of Brookings Harbor  
16330 Lower Harbor Road  
PO Box 848  
Brookings, OR 97415  
Attn: Port Manager  
Email: travis@portofbrookingsharbor.com

If to Tenant: Brookings Real Estate, LLC  
P.O. Box 418  
O'Brien, OR 97534  
Attn: Reggie Boltz  
Email: reggie@augustinoestate.com

Notice shall be deemed given when delivered to the intended recipient or, if the intended recipient refuses to accept delivery or has provided an incorrect or out-of-date address, at the time delivery was attempted.

27.2 Duplicate Notice to Permitted Leasehold Mortgagees. A copy of each notice from Landlord to Tenant must be contemporaneously delivered to each Permitted Leasehold Mortgagee who previously delivered to Landlord its name and address and the other items required by Section 18.3 above.

27.3 Copies of Certain Notices to Tenant. Tenant will promptly send to Landlord, in the manner prescribed in this Article, copies of all notices that Tenant gives to or receives from any Permitted Leasehold Mortgagee as well as copies of all notices that it receives with respect to the Premises or the Improvements from any government authority, fire regulatory agency, or similarly constituted body, and copies of its responses to those notices.

27.4 Failure to Notify of Change of Address or Refusal to Accept a Notice. Notwithstanding anything in this Article to the contrary, any notice mailed to the last-designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Lease or this Article will not be deemed ineffective if actual delivery cannot be made because of a change of address of the person or party to which the notice is directed or the failure or refusal of such a person or party to accept delivery of the notice.

## ARTICLE 28

### MISCELLANEOUS

28.1 Survival. All agreements (including, but not limited to, indemnification agreements) set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

28.2 Invalidity. If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

28.3 Force Majeure. If either party's performance of an obligation under this Lease (excluding payment of Rent or any other monetary obligation) is delayed or prevented in whole or in part by (a) any Legal Requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, pandemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

28.4 Nonmerger. There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease, the leasehold estate created by this Lease, or any interest in this Lease, may be held, directly or indirectly, by or for the account of any person who owns the fee estate in the Premises or any interest in such fee estate. No merger will occur unless and until all persons having an interest in the fee estate in the Premises and all persons (including all Permitted Leasehold Mortgagees) having an interest in this Lease, or in the leasehold estate created by this Lease, join in a written instrument effecting the merger and duly record the same.

28.5 Costs and Attorney Fees. If any suit, action, arbitration, or other proceeding of any nature whatsoever, including (without limitation) any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action seeking a declaration of rights or an action for rescission, is instituted to interpret or enforce this Lease or any provision of this Lease, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees as well as reasonable fees for paralegals, accountants, and other experts and professionals and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with the proceeding, including (without limitation) deposition and expert fees and costs incurred in creating exhibits and reports, as determined by the judge or arbitrator at trial or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

28.6 Entire Agreement; Counterparts. This Lease contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Tenant and Landlord mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease. This Lease may be executed in any number of counterparts, including by fax signatures, each of which will constitute an original, but all of which will constitute one Lease.

28.7 Applicable Law. This Lease will be governed by, and construed in accordance with, the laws of the State of Oregon.

28.8 Brokerage. Landlord and Tenant represent to each other that they have not employed any brokers in negotiating and consummating the transaction set forth in this Lease, but have negotiated directly with each other. Each party agrees to indemnify, defend, and hold harmless the other party from and against any real estate brokerage commissions or other such obligations incurred by the indemnified party as the result of any agreement or act of the indemnifying party giving rise to a claim for such commission or other obligation.

28.9 Binding Effect. The covenants and agreements contained in this Lease are binding on and inure to the benefit of Landlord, Tenant, and their respective successors and assigns.

28.10 Recordation of Lease. This Lease shall not be recorded. Landlord and Tenant shall execute a Memorandum of Lease in the form attached hereto as Exhibit C, which Tenant will record in the official records of Curry County, Oregon. Tenant will pay the recording costs.

28.11 Time Is of the Essence. Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

28.12 Interpretation. In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon must be given equal weight, and there must be no inference, by operation of law or otherwise, that any provision of this Lease may be construed against either party hereto. Landlord and Tenant acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Lease or any exhibit or amendment hereto.

28.13 Headings, Captions, and References. The headings and captions contained in this Lease are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this lease or any term or provision in it. The use of the term "Herein" refers to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Lease includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

28.14 Relationship of Parties. Nothing contained in this Lease is to be deemed or construed, either by the parties to this Lease or by any third party, to create the relationship of



principal and agent or to create any partnership, joint venture, or other association between Landlord and Tenant.

28.15 USA PATRIOT Act Compliance. Tenant represents to Landlord that Tenant is not (and is not engaged in this transaction on behalf of) a person or entity with which Landlord is prohibited from doing business pursuant to Antiterrorism Laws. "Antiterrorism Laws" means any law, regulation, or executive order pertaining to national security and specifically includes, but is not limited to, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the PATRIOT Act) (Pub L 107-56, 115 Stat 272); the Bank Secrecy Act (31 USC § 5311 *et seq.*); the Trading with the Enemy Act (50 USC App § 1 *et seq.*); the International Emergency Economic Powers Act (50 USC §§ 1701–1706); sanctions and regulations promulgated pursuant thereto by the Office of Foreign Assets Control, as well as laws related to the prevention and detection of money laundering in 18 USC sections 1956 to 1957. Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney fees and costs at trial and on appeal) arising from or related to any breach of the foregoing warranty, representation, and certification. Following a Transfer, Tenant will cause the transferee (including, but not limited to, an assignee, subtenant, and licensee), for the benefit of Landlord, to reaffirm, on behalf of such transferee, the representations of, and to otherwise comply with the obligations set forth in this Section 28.15, and it is reasonable for Landlord to refuse to consent to a Transfer in the absence of such reaffirmation and compliance.

[signature page follows]

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be executed by their duly authorized representatives as of the day and year first written above.

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

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

**TENANT:**  
**BROOKINGS REAL ESTATE, LLC,**  
an Oregon limited liability company

By: \_\_\_\_\_  
Reggie J. Boltz, Manager

**EXHIBIT A**

Depiction of the Premises





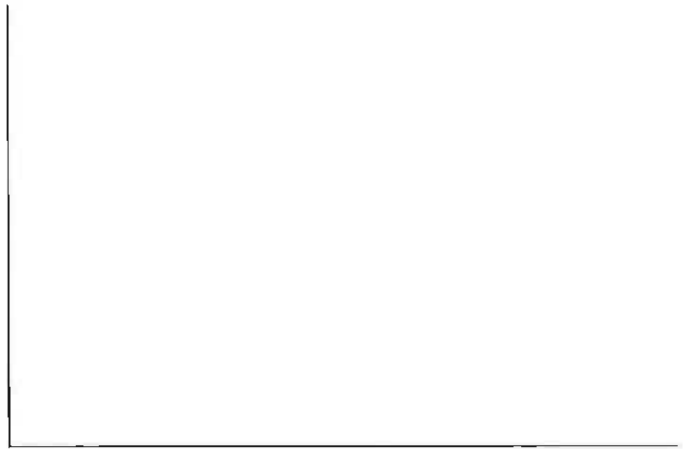


**Exhibit C**

Form of Memorandum of Lease

This document was prepared by and after recording return to:

Brookings Real Estate, LLC  
P.O. Box 418  
O'Brien, OR 97534  
Attn: Reggie Boltz



**MEMORANDUM OF LEASE**

This MEMORANDUM OF LEASE is made as of \_\_\_\_\_, 2023, by and between PORT OF BROOKINGS HARBOR, an Oregon special district (“**Lessor**”), and BROOKINGS REAL ESTATE, LLC, an Oregon limited liability company (“**Lessee**”).

Lessor is the owner of certain real property in Curry County, Oregon described on Exhibit A attached hereto (“**Premises**”). Lessor and Lessee have entered into and executed a Ground Lease (“**Lease**”) for the Premises dated \_\_\_\_\_, 2023.

The initial term of the Lease shall commenced on \_\_\_\_\_, 2023 and expires on the last day of the calendar month that is twenty-five (25) years thereafter; provided, however, that Lessee has an option to renew the Lease for an additional twenty-five (25) years as set forth in the Lease. Reference should be made to the Lease for further particulars. Nothing in this Memorandum of Lease shall be construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms and provisions of the Lease, which shall in all things control.

**IN WITNESS WHEREOF**, the parties have executed this memorandum as of the date first above written.

LESSOR:

LESSEE:

Port of Brookings Harbor

Brookings Real Estate, LLC

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

By: \_\_\_\_\_  
Reggie J. Boltz, Manager

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023, by Richard Heap, President of the Port of Brookings Harbor, on behalf of the Port.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023, by Reggie J. Boltz, Manager of Brookings Real Estate, LLC, on behalf of the company.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

# ACTION ITEM – B

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**DATE:** July 19, 2023  
**RE:** WWTP DEQ Permit Fee  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

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## OVERVIEW

- The Board had a discussion in the May 17, Regular Meeting regarding discharging to the City of Brookings.
- Board approved moving forward with Port owned wastewater treatment plant and continuing with engineering and permitting.
- County reviewed and signed off on Joint Permit Application (JPA). Still waiting for the EPA, ODSL, and USACE.
- Cost share waiver is still under review by EPA.
- Engineering and permitting are ongoing with EMC Engineering.

## DOCUMENTS

- DEQ fees and go ahead to submit application, 1 page
- Last email from EPA regarding cost share waiver, 1 page

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve submitting NPDES (National Pollutant Discharge Elimination System) permit to DEQ with application fee in amount of \$17,611.00, with annual permit fee in the amount of \$8,974.00, for Port of Brookings Harbor Wastewater Treatment Plant.







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## Details RE Treatment of Toxics via proposed WWTP

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NOMURA RANEI \* DEQ <RANEI.NOMURA@deq.oregon.gov>

Fri, Jul 7, 2023 at 7:19 PM

To: jack akin <emc@emcengineersscientists.com>, Travis Webster <travis@portofbrookingsharbor.com>, "gary@portofbrookingsharbor.com" <gary@portofbrookingsharbor.com>

Cc: SCHNURBUSCH Stephen \* DEQ <Stephen.SCHNURBUSCH@deq.oregon.gov>

I apologize for my delay. I was under the weather for a few days and I am now playing catch up. I've attached your original email so we don't have to hunt for it as you read through my response.

The fee for the NPDES permit would be as follows:

1. \$17,611 application fee (Tier 2 industrial discharge)
2. \$8,974 annual fee also due at application and billed annually after the first year (category B04 Processing – medium. 0.1 mgd < Flow < 1 mgd for 180 or more days per year, or flow ≥ 1 mgd for less than 180 days per year)

The overview of the Port's approach in the attached 6/29 email seems reasonable to me. I would encourage the Port to consider moving the outfall to optimize mixing. I know this would likely be an expensive endeavor but increasing the available dilution is part of the equation for long-term success. It may not be something the Port can consider at this juncture due to budget constraints but it is something to keep in mind.

I do not know the details of DAF w/coagulation but your design along with supporting material for the technology with need to be reviewed by a DEQ senior wastewater engineer prior to construction. I do not think there will be an engineering review fee associated with DEQ's review but I need to double check to be sure so I will report back next week.

Steve will be back next week as well and may have additional comments for you. Let me know if you have any additional questions. Thank you for your patience!

Ranei

Ranei Nomura

Water Quality Program Manager

DEQ Western Region

503-378-5081

Pronouns: she, her, hers



Travis Webster <travis@portofbrookingsharbor.com>

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**Request for Additional Information: NWP-2023-310 - Port of Brookings-Harbor, Old PacChoice Dock Repair, Chetco River, Harbor, Curry County, Oregon**

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**Browning, Megan (she/her/hers)** <Browning.Megan@epa.gov>

Fri, Jul 7, 2023 at 3:22 PM

To: jack akin <emc@emcengineersscientists.com>

Cc: Port Travis <travis@portofbrookingsharbor.com>, "gary@portofbrookingsharbor.com" <gary@portofbrookingsharbor.com>, R10CommunityGrants <R10CommunityGrants@epa.gov>

Good afternoon Jack & Travis,

Thank you for your reply. We understand your frustration and want you to know that our team continues to move forward on your project as quickly as we can from our end. Our goal in doing this upfront work and identifying any potential discrepancies is with the intent to help facilitate the phase 2 application process. Please send us a copy of the updated drawing and NHPA documentation when you can and we'll let you know if we have any further questions. Additionally, we will continue to monitor the status of your pending cost-share waiver request.

[Quoted text hidden]

# ACTION ITEM – C

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**DATE:** July 19, 2023  
**RE:** FEMA Project PW 189, Purchase of Dredge  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

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## OVERVIEW

- EMC gave a presentation to the Board April 29, 2021 on electric dredges.
- EMC and Port Staff looked at different types of hydraulic and electric dredges.
- EMC recommended DRP120 for the Port of Brookings Harbor.
- EMC and Port Staff reviewed options for the DRP120 and recommend the additional listed options.

## DOCUMENTS

- Letter from Jack Akin, EMC Engineering, 2 pages
- FEMA Purchase of DRP120 with listed options for PW 189 dredging, 10 pages
- Approved April 29, 2021, Meeting Minutes, 4 pages
- EMC slide show presentation from April 29, 2021, meeting, 13 pages

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve the Port Manager to purchase DRP120 with listed options for FEMA Project PW 189 dredging.



Grants Pass \* Jacksonville \* Medford, OR

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

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

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

[emc@emcengineersscientists.com](mailto:emc@emcengineersscientists.com); <http://www.emcengineersscientists.com>

- *Engineers/Scientists, LLC*

7-11-23

**Travis Webster, Port Manager**

**Gary Dehlinger, Project Manager**

We have reviewed the Dragflow 120 dredge, and Port-selected options (see attached cost sheet, entitled Dragflow DRP 150 – DRP 120 Cost Estimates), and concur with Port Staff that this equipment will provide utility to enable the Port to accomplish in-house mooring management in all of its basins.

### **Pump and Dredge**

The selected EL-120 pump motor is a sturdy (as compared with others used for dredging, like BPH, Eddy and TOYO pumps), After considering economic value, equipment design, horsepower, maneuverability, etc., EMC recommended in 2021 that the Port consider this in-house, small dredge system, utilizing the DragFlow DPR-120 remote controlled dredge, rigged with the EL 1204HH C Model pump system. After the pump was selected by the Port for further review, EMC reviewed the pump curve and assured that adequate slurry flow velocity (9.5 fps) could be maintained at the maximum distance (2100 ft.), and that the pump should be expected to endure the silt/sand/clay mix characteristic of the Port basin mudline. The free-hanging mechanism from the mounted A-frame, sized by the manufacturer, allows the pump and ring to deflect from unyielding materials (e.g. debris, rock, hard clays), avoiding damage to the pump and its assembly. The suspended pump will also help the pump to operate in slightly choppy waters. Subsequently, this pump should not be expected to dredge these unyielding materials.

### **Options**

Looking at the options selected, we have the following comments.

The winch upgrade extends the cable reach and, given Port basin dimensions, is essential to allow the Port to dredge adequately large areas per setup. The Port elected to not select the excavators, because the difficulties anticipated by debris encountered are not, in the Port Staff's opinion, outweighed by the advantages gained (removing hard clays and rock). We concur with this decision. The jet ring is needed to loosen basin sediments for dredge pickup. The auto-grease, painting cycle and extended warranty are prudent options, given the fairly corrosive environment, and relative small number of and busy personnel at the Port. The cable with floats are so integral to operations it is not clear why this item is included as an option...it is absolutely necessary. The options of the five cameras are, in our opinion, important for remote navigation, and for the documentation necessary in the highly regulated environment in which the Port finds itself. Flex pipe is needed for the suction line and linkage to the tailpipe.



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- Engineers/Scientists, LLC

It is agreed that bottom protection, designed for working in lined ponds, is not a useful option for Port basin operations. The lengths of flex pipe required can be estimated, but finally determined only by on-site operation. The spare parts package almost always is selected for multi-component equipment, with the primary advantage of enabling rapid, on-site repairs during seasons of operation. The extended training option is no doubt a good option to exercise, considering the unique nature of this dredging system.

### Conclusion

This equipment seems well suited to Port objectives to develop an in-house, affordable dredging program, providing for a relatively minimal maintenance program that comes with smaller dredging equipment. While experimental in the sense that this relatively new category of dredges have not yet operated in the US to any great degree, the mechanisms (pump engine, jet ring, dredge body, winches, swing anchors, navigational system) are prolific and well-understood, and we have located a number of US-based service providers that are familiar with Dragflow equipment. Given the considerable experience with much more complex and larger dredges held by Port management, we think this dredge choice will benefit the Port for years to come.

Sincerely

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



## DragFlow DRP150 - DRP120 Dredge Quote Estimate

### DRP150

Description	Cost	All Options	Other Options
Pump	38,463.00		
DRP150	179,692.00		
VFD	20,676.00		
Training	6,800.00		
Subtotal	245,631.00		
<b>Options:</b>			
Winch Upgrade	18,796.00		
Excavators	44,882.00		44,882.00
Jet Ring	20,710.00		
Auto Grease	7,330.00		7,330.00
GPS	41,353.00		41,353.00
Bottom Protector	743.00		
Cable w/floats 800ft	52,863.00		52,863.00
Cameras	6,579.00		6,579.00
Painting Cycle	9,774.00		9,774.00
Extended Warranty	8,915.00		8,915.00
Flex Rubber Pipe 6"	3,534.00		
Flex Rubber Pipe 8"	4,511.00		4,511.00
Option Totals	219,990.00	465,621.00	421,838.00
<b>Additional Training:</b>			
Per Day	850.00		
Travel Day	400.00		
Plus hotel, food & travel	300.00		
1 Week Estimate 7 days	8,450.00	474,071.00	430,288.00
2 Week Estimate 14 days	16,900.00		
Freight Estimate		20,000.00	20,000.00
Total Estimate		494,071.00	450,288.00

### DRP120

Description	Cost	All Options	Other Options
Pump	38,463.00		Recommended
DRP120	109,022.00		
VFD	20,676.00		
Training	6,800.00		
Subtotal	174,961.00		
<b>Options:</b>			
Winch Upgrade	18,796.00		18,796.00
Excavators			
Jet Ring	20,710.00		20,710.00
Auto Grease	7,330.00		7,330.00
GPS	41,353.00		41,353.00
Bottom Protector	743.00		
Cable w/floats 800ft	49,020.00		49,020.00
Cameras	6,579.00		6,579.00
Painting Cycle			
Extended Warranty	8,915.00		8,915.00
Flex Rubber Pipe 6"	3,534.00		
Flex Rubber Pipe 8"	4,511.00		4,511.00
Spare Parts	14,604.70		14,604.70
Option Totals	176,095.70	351,056.70	346,779.70
<b>Additional Training:</b>			
Per Day	850.00		
Travel Day	400.00		
Plus hotel, food & travel	300.00		
1 Week Estimate 7 days	8,450.00	359,506.70	355,229.70
2 Week Estimate 14 days	16,900.00		
Freight Estimate		20,000.00	20,000.00
Total Estimate		379,506.70	375,229.70

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OFFER 598n\_23

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# DRP120 QUOTATION

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DRAGFLOW S.R.L.

Via Paesa SNC – 46048  
ROVERBELLA (MN) Italy  
Tel. +39 0376 168 5400

**DRAGFLOW**  
ULTIMATE EFFICIENCY



Offer N° 598n\_23

Verona 11/07/2023

To: EMC Engineering & Scientists / Port of Brookings

Dear Sirs,

hereby, we are pleased in submitting to your attention our best quotation for the following equipment:

## DRAGFLOW DRP120 DREDGE

- N° 1 Heavy duty Dredging pump model EL1204HH-C
- N° 1 Dragflow Remote Control Dredge DRP120 with A-frame
  - N° 1 Control panel
  - N° 1 Hoist for dredging depth 15m
  - N° 1 Wireless remote control
  - N° 4 winches of 45m of length each
- VFD Upgrade for Main Dredging pump (90kW)
- Start-up and commissioning supervision with Dragflow Engineer for 5 working days with extension options

## DREDGE OPTIONS:

- Winch extension to 110m each (all 4 winches)
- N° 1 Jet ring system for dealing with compacted material (clay/silt)
- N° 1 Automatic Greasing System
- N° 1 GPS + Bathymetry system
- C5M Paint Cycle for pontoon
- N° 1 Set of five (5) cameras for remote control operation
- N° 1 Bottom protection for lined ponds
- N° 1 Electric Power Cable With Floaters – Length 800ft
- N° 1 Set of Recommended Spare Parts
- Extended Warranty Package (24 months after BL date)
- N° 1 Flexible Rubber Dredging Pipe - Length 11,6m – 6"
- N° 1 Flexible Rubber Dredging Pipe - Length 11,6m – 8"





Offer N° 598n\_23

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**Dragflow versatile electric dredge. Fully wireless remote controlled.**

- Designed to fit in 40' containers - ready to use
- 4-Winch System for mooring and positioning
- Allows use of dredging pump model EL1204HH-C and optional jetting system for increased productivity
- Safer because it doesn't require an operator on board
- High solid content
- Working depth up to 15m **49'**

**Note:**

The solid concentration by weight can vary from 10% to 70% pump capacity due to the kind of material to be pumped, the delivery distance, the working depth, and the static head. You get max production with soft sand and silt both well diluted whilst the efficiency decreases significantly with hard and plastic clay. According to the delivery distance, the static head and working depth, the pump changes the working point on the performance curve and therefore capacity and production. Please refer to the dredging pump data sheet for further information.

DRAGFLOW DRP120 DREDGE	Net Price in USD
<p><b>N° 1 HEAVY DUTY DRAGFLOW ELECTRIC PUMP EL1204HH-C</b></p> <ul style="list-style-type: none"> <li>- For extreme heavy-duty applications, with integrated agitator to mix solids with the liquid creating a higher concentration slurry, while preventing solids from blocking the inlet.</li> <li>- Solid concentration can vary from 5% to 70% by weight of pump capacity due to the kind of material to be pumped, the delivery distance, the working depth, static head, and dredging operation.</li> <li>- Concentration is higher with sand and silt both well diluted while the efficiency decreases significantly with hard and plastic clay. According to the delivery distance, the static head, and working depth, the pump changes the working point on the performance curve and therefore capacity and production (see performance curve).</li> <li>- They are suitable to handle highly abrasive materials thanks to low rotation speed which decreases wear and tear to the parts subjected to abrasion.</li> </ul> <p><b>Technical specifications</b></p> <ul style="list-style-type: none"> <li>- Voltage: 460 V</li> <li>- Current: 141 A</li> <li>- Weight: 1.250 kg</li> <li>- Cross Section: 35 mm</li> <li>- Delivery diameter: 200 mm</li> </ul> <p><b>Electric motor</b></p> <ul style="list-style-type: none"> <li>- Phases: 3 / Poles: 4 / Frequency: 60Hz</li> <li>- Motor output: 90 kW (120 HP)</li> <li>- Speed: 1.776 R.P.M.</li> <li>- Motor insulation: Class H</li> </ul> <p><b>Materials</b></p> <ul style="list-style-type: none"> <li>- Main body: Spheroidal Cast Iron EN-GJS-500-7</li> <li>- Motor housing: Cast Iron EN-GJL-250</li> <li>- Wearing parts: High Chrome EN-GJN-HV600 (XCr18)</li> <li>- Main Shaft: High tensile steel 39NiCrMo3</li> </ul> <p><b>Seals</b></p> <ul style="list-style-type: none"> <li>- Motor zone: N. 1 mechanical seal</li> <li>- Impeller zone: N° 5 lip seals (3 BUNA + 2 PTFE) + N°1 V-RING (TPU)</li> <li>- Oil type: ISO 320</li> </ul> <p><b>c/w</b></p> <ul style="list-style-type: none"> <li>- 20m electric cable</li> </ul>	<p><b>38.463</b></p>

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<p><b><u>N° 1 DRAGFLOW DRP120 - REMOTE CONTROLLED DREDGE</u></b></p> <p><b>Main Features</b></p> <ul style="list-style-type: none"> <li>- Dragflow versatile electric dredge. Fully wireless remote controlled.</li> <li>- Design to fit in one container 40'</li> <li>- Safer because no humans are needed onto the barge</li> <li>- High solid content</li> <li>- System designed according to European standards</li> <li>- Overall Dredge dimensions (including tripod and stabilizing floaters: 5,3 x 4,3 x 3,1 (L x W x H) m        (Overall dimensions could slightly change to properly balance the overall hull</li> </ul> <p><b>Modular Hull:</b></p> <ul style="list-style-type: none"> <li>- Composed of N° 2 steel assembled floaters + central steel footbridge</li> <li>- N° 1 A-frame for pump handling with navigation lights</li> <li>- Stabilizing floaters</li> <li>- Built in Italy</li> <li>- Skids under floater for hull protection when low tide</li> </ul> <p><b>Electric Hoist for the Dredging pump</b></p> <ul style="list-style-type: none"> <li>- Electric Hoist to handle the dredging unit</li> <li>- Working depth up to 15m <b>49'</b></li> </ul> <p><b>N° 4 Electric Winches For Moving The Dredge</b></p> <ul style="list-style-type: none"> <li>- Cable system to anchor the dredge composed of N° 4 electric winches on-board.</li> <li>- The dredge moves by anchoring the winches to the shore or to submerged deadweights and using the remote-control to operate the on-board winches to pull the dredge in the desired direction.</li> <li>- Anchoring devices not included.</li> <li>- Winch Cable Length = 45m each <b>147'</b></li> </ul> <p><b>Wireless Remote-Control System</b></p> <ul style="list-style-type: none"> <li>- Remote control for Pump, Winches and Hoist</li> <li>- Display with Amperage and working depth</li> <li>- Max Distance 400m (Extended Range Antennas available on request)</li> </ul> <p style="text-align: center;"><b>1,312'</b></p>	<p><b>109.022</b></p>
<p><b><u>VARIABLE FREQUENCY DRIVE UPGRADE FOR THE MAIN DREDGING PUMP</u></b></p> <ul style="list-style-type: none"> <li>- Starting of main dredging pump through VFD for speed regulation</li> <li>- Includes Ventilation system and Upgraded Control Panel enclosure</li> </ul>	<p><b>20.676</b></p>
<p><b><u>START UP SUPERVISION AND TRAINING WITH DRAGFLOW ENGINEER FOR 5 WORKING DAYS ON SITE:</u></b></p> <p>Includes N. 1 Dragflow engineer to visit the site to supervise the start-up operations and to provide practical training to the operators covering the operation, maintenance and troubleshooting guidelines of the system. Travel, food, and lodging costs not included, to be borne by the Buyer.</p> <p><b><u>Start-up Extension Package 1:</u></b>    For an additional cost of 5.775 USD the technician will spend 15 days on site    (Total cost: 6.800\$ + 5.775\$ = 12.575\$ + travel and lodging expenses)</p> <p><b><u>Start-up Extension Package 2:</u></b>    For an additional cost of 8.550 USD the technician will spend 21 days on site    (Total cost: 6.800\$ + 9.550\$ = 16.350\$ + travel and lodging expenses)</p>	<p><b>6.800</b></p>
<p><b>Operation and Maintenance manual: Included</b>  <b>Packing for containers: Included</b></p>	<p><b>INCLUDED</b></p>
<p><b>Total Price Ex-Works Roverbella (MN), Italy USD</b></p>	<p><b>174.961</b></p>



OPTIONS FOR DRP120 NOT INCLUDED IN THE TOTAL PRICE:	Net Price in USD
<p><b><u>WINCH CABLE EXTENSION TO 110M EACH</u></b></p> <ul style="list-style-type: none"> <li>- Upgrades all 4 winches to include 110m of cable instead of 45m</li> <li>- Price refers to all 4 winches</li> </ul>	18.796
<p><b><u>N° 1 JET RING SYSTEM - TO REMOVE STICKY MATERIALS AND CLAY</u></b></p> <p>High pressure water jet ring system can be used in presence of compact, very dry or clay materials</p> <ul style="list-style-type: none"> <li>- <u>Stainless Steel</u> Horizontal Water Pump – flow capacity 60 m3/h - 6/7 bar</li> <li>- Suction hose with valve and water filter</li> <li>- Delivery hose with floaters</li> <li>- Includes Jet ring frame installed on the main dredging pump</li> </ul>	20.710
<p><b><u>N° 1 AUTOMATIC GREASING SYSTEM</u></b></p> <ul style="list-style-type: none"> <li>- Automatic greasing system responsible for greasing the seals and bearings of the dredging pump to extend the lifetime of the component.</li> <li>- Greatly decreases routine maintenance operations</li> </ul>	7.330
<p><b><u>N° 1 GPS SYSTEM + BATHYMETRY</u></b></p> <ul style="list-style-type: none"> <li>- GPS system to provide real time positioning of the dredge. By using the onshore reference station (included), the precision of the system can be further improved.</li> <li>- The bathymetry system is based on single-beam sonar to provide information on sediment depth</li> <li>- The system includes:                         <ul style="list-style-type: none"> <li>- GPS antenna</li> <li>- Reference station to place on shore</li> <li>- Handheld tablet to see the visual output of the system</li> <li>- Sonar to be mounted on the dredge</li> <li>- Software for the system</li> <li>- Standard precision (free lifetime license): 0.5m</li> </ul> </li> </ul>	41.353
<p><b><u>C5M PAINTING CYCLE FOR THE DREDGE</u></b></p> <ul style="list-style-type: none"> <li>- Dredge steel components are painted following the C5M paint class of the ISO 12944</li> <li>- C5M paint system: A high durability coating system for environmental conditions classified as C5 M-very high corrosivity (marine)</li> </ul>	8.457
<p><b><u>N° 1 SYSTEM OF MONITORING CAMERAS</u></b></p> <ul style="list-style-type: none"> <li>- Set of N° 5 cameras located in strategic locations on-board the dredge to monitor operations.</li> <li>- The cameras can be accessed from remote by accessing through Wifi.</li> <li>- Also allows for quick on-field support from manufacturer in case of breakdowns or maintenance of the system.</li> </ul>	6.579
<p><b><u>N° 1 BOTTOM PROTECTION FOR DREDGING UNIT</u></b></p> <ul style="list-style-type: none"> <li>- Rubber protection installed on the dredging pump strainer to avoid cutting underlying protective liners in the dredging area</li> </ul>	743



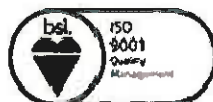
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<p><b><u>N° 1 ELECTRIC POWER CABLE WITH FLOATERS – Length 800ft</u></b></p> <ul style="list-style-type: none"> <li>- Electrical cable properly selected for applications in contact with water or exposed to the elements</li> <li>- Includes floater set to keep 600ft of the cable floating on the surface. The rest of the cable length will not require floaters.</li> <li>- Type: 4G150 H07RN-F</li> <li>- Estimated Voltage drop: 2.67%</li> </ul>	<p><b>49.020</b></p>
<p><b><u>N° 1 SET OF RECOMMENDED SPARE PARTS</u></b></p> <ul style="list-style-type: none"> <li>- Complete set of recommended spare parts for Pump</li> <li>- See attached detailed list</li> </ul>	<p><b>See list</b></p>
<p><b><u>EXTENDED WARRANTY PACKAGE (24 MONTHS OF WARRANTY AFTER BILL OF LADING DATE)</u></b></p> <ul style="list-style-type: none"> <li>- This package extends the duration of Dragflow's standard warranty an additional 12 months, providing a total warranty period of 24 months from Bill of Lading date.</li> </ul>	<p><b>8.915</b></p>
<p><b><u>N° 1 FLEXIBLE RUBBER DREDGING PIPE - Length 11,6m – 6"</u></b></p> <p>Flexible Discharge Hoses (Vulcanized Flanges Version):</p> <ul style="list-style-type: none"> <li>- Dredging hose suitable to be used with sand, gravel, and other abrasive materials</li> <li>- Nominal Diameter: 150mm/6"</li> <li>- Complete with screw and bolts</li> <li>- Cover: black, smooth, synthetic rubber, resistant to sea water, weathering, and abrasion</li> <li>- Rotating flanges</li> <li>- Sections of Length 11,6m/38ft</li> </ul>	<p><b>3.534</b></p>
<p><b><u>N° 1 FLEXIBLE RUBBER DREDGING PIPE - Length 11,6m – 8"</u></b></p> <p>Flexible Discharge Hoses (Vulcanized Flanges Version):</p> <ul style="list-style-type: none"> <li>- Dredging hose suitable to be used with sand, gravel, and other abrasive materials</li> <li>- Nominal Diameter: 200mm/8"</li> <li>- Complete with screw and bolts</li> <li>- Cover: black, smooth, synthetic rubber, resistant to sea water, weathering, and abrasion</li> <li>- Rotating flanges</li> <li>- Sections of Length 11,6m/38ft</li> </ul>	<p><b>4.511</b></p>

**COMMERCIAL CONDITIONS**

**Quality Plan**



Dragflow operates in compliance with ISO9001 Quality Management System.

The quality management system mentioned above will be standard adopted by Dragflow throughout the total duration of the order. Customers are welcome in our workshop during production time.

**Prices**

Net and Ex-Works Roverbella (MN), Italy

**Delivery time**

12 - 14 weeks (To be confirmed at time of order based on current backlog – Additionally, Consider most suppliers are closed for 2 weeks during August)

*IF ORDERED NEXT WEEK - MAY SEE IT BY MID NOVEMBER.*



Offer N° 598n\_23

Verona 11/07/2023

#### Payment

- 50% down-payment by bank transfer at order placement
- 50% at advice of goods ready prior to shipment

Or

- 100% through Irrevocable Letter of Credit opened at time of order and payable at sight, confirmed by a first-class European bank

#### Validity

This quote is valid for 45 days, after this period, Dragflow reserves the right to revise the quotation.

#### Warranty

Dragflow standard warranty period is 12 months from the invoice date. Except to the extent caused or contributed by Dragflow' own employees or agents, Dragflow will not be responsible for damage in shipment, or during assembly or erection, for any trouble arising for improper use or inadequate maintenance and for any product to which unauthorized revision, addition or alteration have been made. Consumable parts or parts subject to normal wear (such as impeller, agitator, etc.) are excluded from this warranty coverage.

Dragflow will not be responsible for down-time expenses and all business costs and losses resulting from a warrantable failure. There are no other warranties, explicit or implied, or of merchantability or fitness for a particular purpose.

#### Assistance

Dragflow can supply a supervisor engineer for assistance on assembling and start-up of the equipment.

The cost will be 850 USD per each working day; 400 USD per each travel day. Travel, food, and accommodations not included. To be borne by the Buyer.

#### Best Regards

DRAGFLOW S.R.L.

web site: [www.dragflow.it](http://www.dragflow.it)

Tel: +39 0376 1685400

# Thank You!

*"We believe in innovation, technology and we are committed to providing professional service to our customers."*

[www.dragflow.it](http://www.dragflow.it)

## EL1204MGHH

POS	Q.TY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	F0154859	IMPELLER	\$ 3,964.40	\$ 3,964.40
6	1	F25327	UPPER WEAR PLATE	\$ 1,500.40	\$ 1,500.40
7	1	F25330	LOWER WEAR PLATE	\$ 1,662.10	\$ 1,662.10
9	1	F0155291	WEARING SPACER	\$ 110.00	\$ 110.00
10	1	F20620	AGITATOR	\$ 190.30	\$ 190.30
11	1	F0154152	AGITATOR CONNECTOR	\$ 333.30	\$ 333.30
12	1	F19800V01	AGITATOR NUT	\$ 93.50	\$ 93.50
13	1	F0154153	AGITATOR SPACER	\$ 102.30	\$ 102.30
14	1	A2501027	AGITATOR SCREW	\$ 11.00	\$ 11.00
20	1	F0155296V01	LOWER SEALS FLANGE	\$ 216.70	\$ 216.70
23	1	F0155290_CR	LOWER SHAFT SLEEVE	\$ 467.50	\$ 467.50
50	1	F29361	STRAINER	\$ 877.80	\$ 877.80
60	1	A6503048	SEAL	\$ 69.30	\$ 69.30
61	1	A1502114	SEAL	\$ 19.80	\$ 19.80
62	2	A1009024	SEAL	\$ 166.10	\$ 332.20
76	1	A1507045	MECHANICAL SEAL	\$ 1,600.50	\$ 1,600.50
80	1	A1002085	ROLLER BEARING 90-25	\$ 130.90	\$ 130.90
81	1	A1003010	THRUST BEARING 51217	\$ 129.80	\$ 129.80
82	1	A1001098	BALL BEARING 6217	\$ 129.80	\$ 129.80
83	1	A1001097	BALL BEARING 6217 1RS	\$ 145.20	\$ 145.20
84	1	A1001119	BALL BEARING 6314 2RS C4	\$ 268.40	\$ 268.40
90	2	A1501162VITON	O-RING	\$ 58.30	\$ 116.60
91	1	A1501125VITON	O-RING	\$ 44.00	\$ 44.00
92	1	A1501100VITON	O-RING	\$ 34.10	\$ 34.10
93	1	A1501094VITON	O-RING	\$ 34.10	\$ 34.10
100	2	A1501099VITON	O-RING	\$ 13.20	\$ 26.40
101	1	A1501097VITON	O-RING	\$ 12.10	\$ 12.10
102	1	A1501096VITON	O-RING	\$ 15.40	\$ 15.40
103	1	A1501050VITON	O-RING	\$ 29.70	\$ 29.70
104	1	A1501019VITON	O-RING	\$ 34.10	\$ 34.10
125	1	F0155138	CABLE RUBBER SLEEVE	\$ 78.10	\$ 78.10
126	6	F0155140	STEEL WASHER	\$ 6.60	\$ 39.60
127	5	F0155139	RUBBER WASHER	\$ 4.40	\$ 22.00
130	20	A3004066	POWER CABLE 4G50	\$ 66.00	\$ 1,320.00
131	5	A9031042	RESIN 210G	\$ 63.80	\$ 319.00
172	1	A6504079	PLUG	\$ 11.00	\$ 11.00
180	1	A6503046	SEAL WASHER	\$ 8.80	\$ 8.80
181	5	A6503042	SEAL WASHER	\$ 12.10	\$ 60.50
500	4	A2506043	THREADED GRUB	\$ 1.10	\$ 4.40
600	1	F0155169	LOWER WIRES SPACER	\$ 15.40	\$ 15.40
601	1	F0155168	UPPER WIRES SPACER	\$ 11.00	\$ 11.00
650	4	A5001065	LUG 50D12	\$ 3.30	\$ 13.20

<b>TOTAL</b>	<b>\$ 14,604.70</b>
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**APPROVED MINUTES  
MEETING OF THE BOARD OF COMMISSIONERS  
PORT OF BROOKINGS HARBOR DISTRICT**

**Thursday, April 29, 2021**

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

**1. CALL MEETING TO ORDER**

- **Roll Call**
  - Commissioner's present: Vice President Joseph Speir, Secretary/Treasurer Sharon Hartung, President Richard Heap, and Commissioner Kenneth Range.
  - Staff present: Port Counsel Martha Rice, Port Engineer, Jack Akin, Port Manager Gary Dehlinger, Harbormaster Travis Webster, and Admin/Safety Coordinator Danielle King.
- **Modifications, Additions, and Changes to the Agenda**
  - There was no modifications, additions, or changes to the agenda.
- **Declaration of Potential Conflicts of Interest**
  - There was no declaration of potential conflicts of interest.

**2. APPROVAL OF AGENDA**

- *Speir made a motion to approve the agenda as written. Second by Range. Motion passed 4-0*

**3. PUBLIC COMMENTS**

- No public comments.

**4. FEMA PROJECTS DR-4432 & DR-4452**

- A. Port Engineer, Jack Akin presented item.
- B. Commission discussed item.
- C. Public comments were made.
- D. Harbormaster discussed item.
- E. Public comments were made.
- F. Mr. Akin continued presentation.
- G. Commission discussed item.
- H. Mr. Akin continued presentation.
- I. Public comments were made.
- J. Mr. Akin continued presentation.
- K. Commission discussed item.
- L. Port Manager discussed item.

**5. APPROVAL OF MEETING MINUTES**

- A. **Approve minutes of Workshop Meeting Thursday, March 11, 2021.**
- B. **Approve minutes of Regular Meeting Tuesday, March 16, 2021.**
- C. **Approve minutes of Special Meeting Monday, March 29, 2021.**



- I. *Hartung made a motion to approve meeting minutes of Thursday, March 11, 2021, Tuesday, March 16, 2021, and Monday, March 29, 2021. Second by Speir. Motion passed 4-0.*

## 6. MANAGEMENT REPORTS

### A. Financial Report – March 2021

- I. Port Manager presented item.

### B. Safety Report – March 2021

- I. Safety Coordinator presented item.
- II. Commission discussed item.

### C. Harbormaster Report – March 2021

- I. Harbormaster discussed item.

### D. Port Manager Report – March 2021

- I. Port Manager discussed item.
- II. *Speir made a motion to approve management reports A, B, C, & D for March 2021 as discussed. Second by Range. Motion passed 4-0.*

## 7. ACTION ITEMS

### A. Pacific Seafood Processing Consent to Assignment of Agreement

- I. Port Manager presented item.
- II. Port Counsel discussed item.

### B. Pacific Seafood Processing Amended and Restated Lease

- I. Nothing was discussed regarding this item.

### C. Legacy Contracting, Inc Change Order No. 2

- I. Port Manager presented item.
- II. Commission discussed item.
- III. *Speir made a motion to approve draft Change Order No. 2 in the amount of \$31,806.25 for Legacy Contracting, Inc. for the Fuel Dock Repair and Dock Pile Replacement Project. Second by Range. Motion passed 4-0.*

### D. Sporthaven Beach Equipment

- I. Port Manager presented item.
- II. *Speir made a motion to approve equipment, life jackets and toys positioned along Sporthaven beach as directed by Port Staff. Second by Range. Motion passed 4-0.*

### E. US Relay Contract – Bar Cam Streaming Service

- I. Port Manager and Harbormaster presented item.
- II. Commission discussed item.
- III. President allowed public comments.
- IV. President moved discussion back to the board.
- V. Commission discussed item.

- VI. *Range made a motion to approve US Relay contract for the live streaming of the Bar Cam and allow Port Manager to sign the contract. Second by Speir. Motion passed 4-0.*

**8. INFORMATION ITEMS**

**A. Roy Davis Memorial**

- I. Port Manager presented item.
- II. Commission discussed item.

**B. Travel Oregon Competitive & Recovery Grants 2021**

- I. Port Manager presented item.

**C. SDAO Call to Action Letters to Secure Funding for Special Districts**

- I. Port Manager presented item.

**D. Salmon Season Review**

- I. Richard Heap presented item.

**E. Umpqua Joe Chapter 1859 Monument**

- I. Port Manager presented item.
- II. Commission discussed item.

**F. Hungry Clam Proposed Storage Alteration**

- I. Port Manager presented item.
- II. Commission discussed item.

**G. Business Oregon Commercial Rent Relief Program**

- I. Port Manager presented item.
- II. Commission discussed item.

**H. Seal Cove Eviction**

- I. Port Manager presented item.
- II. Commission discussed item.

**I. 2022 Community Funding Projects – DeFazio Earmark Application**

- I. Port Manager presented item.
- II. Commission discussed item.

**J. Oregon DEQ Regulation Changes**

- I. Port Manager presented item.
- II. Commission discussed item.

**K. Fred Meyers Container Storage**

- I. Port Manager presented item.

**L. Public Hoist**

- I. Port Manager presented item.

**M. Curry County Potholing Storm Drain**

- I. Port Manager presented item.
- II. Commission discussed item.

**N. Catalyst Seafood Building Expansion**

- I. Port Manager presented item.
- II. Commission discussed item.

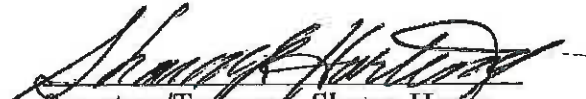
**9. COMMISSIONER COMMENTS**

- Commissioners reported on their recent activities.

**10. NEXT REGULAR MEETING DATE** – Tuesday, May 18, 2021 at 6:00 P.M.

**11. ADJOURNMENT**

- President adjourned the meeting at 4:19 pm.

  
Secretary/Treasurer, Sharon Hartung

5-18-21  
Date Signed

*An audio recording was made of these proceedings. The recording and the full commission packet are available on the Ports website: [www.portofbrookingsharbor.com](http://www.portofbrookingsharbor.com)*

## A Feasibility Study Was Done for the Port

### IN-HOUSE DREDGING: FEASIBILITY STUDY

By Jack Alda, MS, PE, IC, HMS, AI

For

Port of Brookings Harbor  
Gary Dehlinger, Port Manager  
Travis Webster, Harbormaster

1

## In Summary

This study investigated the feasibility of implementing an in-house maintenance dredging program and operation at the Port, in comparison to other dredging alternatives.

A continuous reduction in the availability of safe moorage due to shoaling is occurring at the Port. In order to focus on solutions that make sense, a number of options have been considered in the Study. Some of these options have been reviewed in the past and have been determined to be too expensive, cumbersome and/or unpredictable.

2

Barge and scow, hydraulic suction dredging, mechanical, or clamshell dredging; disposing of sediments upland via storage piling on land, beach nourishment, or other out-of-water beneficial or non-beneficial uses, trucking to a more distant disposal area (e.g. landfill or private property), or in-water, including ocean disposal, beach nourishment, flow-lane and tidal/intertidal storage were evaluated via data and experience.

For the purposes of comparison these dredging and disposal options use a volume of 25,000 cubic yards of sediment.

3

Barge and scow dredging has been found to be both expensive and impractical, primarily due to considerations of navigability and availability. The standard barge may be as large as 200-foot long and 50-foot wide, with a 12-deep scow. Such a barge would be outfitted with appropriate duty spuds for anchoring and stability once it is in the desired location. The spuds on the barge must be of sufficient length allowing it to anchor itself in harbor depth of water. Out of the USACE's most recent abstract of offers for the barge and scow dredging of several port locations nearby, mobilization and demobilization alone, depending upon the selected sediment placement location, varies in the cited bid from \$477,211 to about \$756,250. Dredging/disposal per cubic yard was bid competitively, based on the large total volume of sediment to be dredged for this multi-locational project.

4

During third quarter 2019, for example, while McAmis, a barge and scow USACE winning subcontractor, was fulfilling their contract with the USACE at Winchester Bay, they accepted an offer from Salmon Harbor Marina to add to their federally contracted work by "piggybacking" the Marina's work. A \$21/cubic yard charge was proposed to the Marina, rather than the \$11 or \$12/ cubic yard offered to the USACE as part of the federal project. The Marina would have had to pay hundreds of thousands of dollars to mobilize such equipment for themselves, unless they were able to gain agreement to "piggyback" as described. The cost to dredge 25,000 cubic yards, if "piggybacking" was available, is therefore estimated at the Port of Brookings Harbor to be \$525,000, and, if "piggybacking" was not available, at best, \$777,000 (\$12/cy + \$477,000 mobe/demobe). However, many areas requiring dredging in Basins 1 and 2 would not be accessible via this equipment.

5

Hydraulic suction dredging utilizing contracting standard swing-ladder dredges has been seen to be a viable method at the Port, but comes with high mobe/demobe costs, and does not lend itself to in-house maintenance dredging at smaller ports and marinas. Mobe/demobe costs to and from nearby locations have been seen to range from \$40,000 to \$55,000. Dredging costs additional to mobe/demobe have been found to range from \$20 to \$35/cubic yard, if sediment is disposed to nearby in-water or upland locations.

However, without development, no nearby in-water or upland disposal locations are available for the Port, and so the only other alternative is that of ocean disposal.

6

A number of analytical routines have been done for the Port, including selection of an appropriate pipe diameter (14" OD), determination of the required DR or SDR (17 SDR HDPE), determination of the required weighting, and of the design, construction and spacing of ballast weights, buoyant force, weight of pipe and pipe contents, methods of installation, preparation of land-to-water transition zones and, when required, underwater bedding, assembly of individual lengths of pipe into long continuous lengths, launching of pipeline into water, bending radius at which buckling can be initiated, etc. The higher sediment slurry velocities required in long pipelines to prevent clogging result in higher total dynamic head (TDH).

7

Combinations of pipe thicknesses necessary to resist the high total dynamic head (TDH) created by slurry traveling through 12,000 foot pipe lines at the recommended velocity are not found to be available for reasonably sized dredges, and so, booster pumping would be required.

Additional to the complexities associated with pumping slurry such long distances are those presented by the challenging task of working with a pipeline placed through river and ocean currents, whether floating or sunken. EMC has estimated designed and provided project engineering for ocean disposal and estimates the cost for such a project (25,000 cubic yards to the ocean disposal location via pipeline) from the Port to be \$980,000.

8

**Disposal Limitations**

1. Available ocean disposal location is about 12000 feet from the furthest Port reach.
2. Hydraulic suction dredges small enough to navigate throughout the Port docks would be equipped with pump horsepower not sufficient to pump that distance, without at least one in-line booster pump. Potential pipeline pathways require a combination of land and water routes unfriendly to a successful dredging operation during winter weather.
3. USACE has determined in the past that the Chetco River reach and entrance are not approached with enough river flow energy to deliver flow-lane sediments beyond the federal channel.
4. No nearby in-water storage areas are permitted to be used by the Port.

9

5. When considering upland storage during a dredging event at the Port, it must be taken into account that any possible storage and de-watering area within the Port limits sediment volumes during a single event to 25,000 cubic yards, and reasonable volumes of 6 – 8000. Therefore, use of a large dredge for upland disposal at the Port would require multiple events and subsequently multiple move/demove costs, rendering this option infeasible.

6. Likewise, to utilize barge and scow for upland storage at the Port would present the Port, in addition to multiple handling of the sediment for placement, the same volume limitations and associated multiple move/demove costs.

10

So this Study concludes that a low cost, in-house dredging operation would bring many advantages to the Port. Flexibility and rapid response to ongoing mooring challenges would bring a level of internal control not often experienced at small ports in Southern Oregon. During our review of practicable alternatives, we concluded that a smaller and more mobile dredging unit could provide the required navigability, and in-house control, that would be affordable and be more able to provide the Port with long-term maintenance dredging.

11

It is also concluded that annual maintenance dredging volume requirements at the Port are relatively small, because the major portion of shoaled sediments from Port facilities slough to federally maintained channels, and so a modest maintenance program, on an annual basis, could maintain the Port mooring spaces, and additionally could enable the Port to gradually and affordably reduce its backlog, which has been accumulating over decades.

12

The above conclusions bring us to the analyses of in-house operational scenarios, utilizing small, maneuverable dredges, and local, perhaps even beneficial sediment disposal options.

EMC in the past has specified portable, centrifugal pump-driven slurry pumps, well fitted for the dredging of dock locations (e.g. Port of Port Orford).

So equipment provided by BPH, Eddy, DragFlow and TOYO Pumps were analyzed and compared.

13

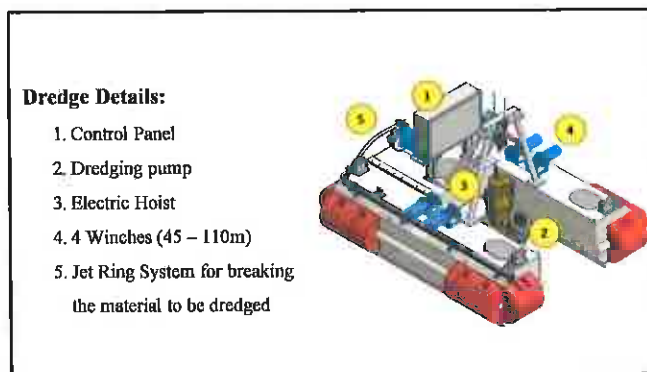
After considering economic value, equipment design, horsepower, maneuverability, etc., EMC recommends that the Port consider an in-house, small dredge system, utilizing the DragFlow DPR-120 remote controlled dredge, rigged with the EL 1204HH C Model pump system.

Slides and video clips focus on this equipment, its applicability, function and maintenance. We will also briefly review the proposed upland disposal option, permitting requirements and costs associated with this recommended in-house dredging option.

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16

A look at some operating clips

### Some Video Links of the Dragflow

[Videos](#)

17

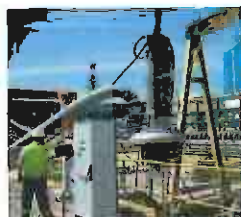
#### Remote control

- Pump ON/OFF
- Jet ring ON/OFF
- Move pump up and down
- Control set of winches
- Reset depth counter
- Check battery level
- Working depth and power absorption
- Emergency Stop

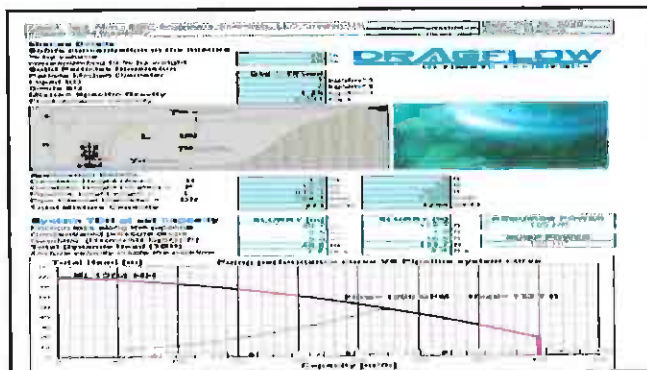


18

- Power: from 5 to 400 Horse Power
- Capacity: from 30 to 3600 m<sup>3</sup>/h
- Discharge diameter: up to 18 inch
- Max. Pumping distance: 2000m
- Max. solid handling: 120 mm
- Models: [42 models](#)



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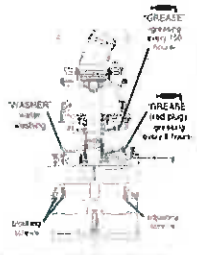


- **Adjustable lower wear plate** maintains maximum performance by a simple regulation of the gap between the high chrome wear plate and the impeller through the adjusting screws.
- **Dual thrust bearings** to reduce vibration and counter thrust loads in both directions.
- **Front deflector** protecting the seals. Pumps are equipped with a front deflector to prevent fine materials from penetrating the seal.



25

- **External Grease Inlet:** the lip seals package can be kept clean for material with an easy manual greasing schedule. After the end of the day or every 8 hours of work, the seals should be greased with 2-3 pumps from the grease gun.
- **Lube oil inspection ports:** A wide-angle port outside the oil chamber ensures easy inspection of shaft seal oil levels as well as providing easy access for oil replacement.
- **A water inlet** to wash the inside of the pump to remove material, provide a better maintenance.



26

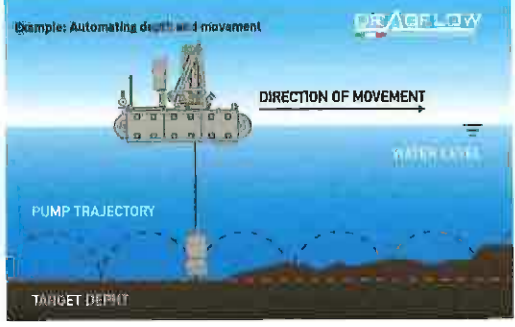
It is possible to fully automate the operation of a **DRP remote controlled dredge** based on the most important project parameters.

Some of the automation packages include:

- Setting a **desired dredging depth** and let the dredge do the job on its own
- Automatically **monitor discharge density** and make changes to maintain a preset density value
- **Monitor flow** and change the pump speed to maintain a steady flow
- **Move around the dredging area** without intervention from the operator

27

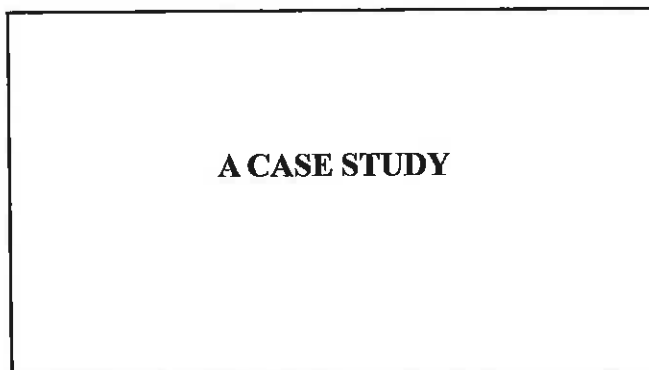
Example: Automating depth and movement



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**HARBOR MAINTENANCE**  
Port Sveva, Italy 2016


The problem: High volume of sediments inside harbor, causing a shallow draft which created difficult access to the boats.



33

**HARBOR MAINTENANCE**  
Port Sveva, Italy 2016

Our solution: Dredflow supplied a Remote controlled dredge (DRP18), equipped with a dredging pump (EL 12.5S), with an output of about 70 m<sup>3</sup>/h of mixture to a distant of approximately 150m. 2 winches to move the dredge and no operators on board.



34

**Sediment Disposal**

35



36



37



38

# Costs

39

- Equipment
- \* Dredge - About \$168,800
  - \* Jet power ring and power jet, high-pressure pump, recommended by EMC, about 26,600
  - \* Floating discharge piping, 8 inches, is about \$3900 for 25 foot assembly
  - \* Power control cable with power and lights, is estimated to be about \$13,400
  - \* HDPE pipe is about 3.15 per foot (SDR 21), for 3000 feet is about \$9450
  - \* Electric Generator (min. 275 KVA, prime use, New) \$60,000, with specified trailer
- Total Estimated Costs for Equipment: \$281,350
- Maintenance Information - See Next Slides

40

# Maintenance

41

**Most Important Pump Parts Exposed to Wear**

These are the agitator, the impeller, the upper and lower wear plates and the casing.

**Impeller:** 5000 – 6000 hours of operation expected while dredging average beach sand before replacing the impeller.

**Lower wear plate:** Expect to replace two lower wear plates before replacing the impeller (estimate 2500 – 3000 hrs. ea).

**Agitator:** Expect to replace two agitators per each lower wear plate (estimate 1250 – 1500 hrs. ea)

**Upper wear plate:** Expect to replace two impellers before replacing the upper wear plate (estimate 10,000 – 12,000 hrs. ea).

**Casing:** Expect to replace two impellers before replacing the casing (estimate 10,000 – 12,000 hrs. ea).

42

**Other than this, if preventive maintenance is carried on regularly with greasing schedule and inspection, the pump will operate for a long period of time with no major trouble.**

**Inspecting the oil in the oil chamber regularly for signs of humidity or moisture will reveal the good standing state of the seals of the pump**

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**START UP AND MAINTENANCE OF DRAGFLOW PUMPS WITH AGITATOR**  
Considerations and Recommendations

**DATA MEASURED AT START UP**

	brggs	psi
pump operating in oil		
pump operating in water (air pocket)		
pump operating normally in water		
pump operating in slurry		
pump operating with very high slurry density		

44

If, while the pump is working, the amperage or pressure is higher than the values in the initial measure, this is an indication that there are residue in the impeller intake, or trash entangled in the shaft.

With readings higher than the normal values, the pump must be moved to a clean water area, and, if the amperage/pressure does not get lower, you must stop the pump and clean the trash.

Never try to start the pump with the shaft locked. After cleaning the pump, you should be able to turn the pump by hand. During the cleaning, make sure that the pump has been completely disconnected from the power source. Serious accidents have occurred due to negligence with this precaution.

45

Note: Conversion from electric power to hydraulic is an option. It is estimated that the cost for the Hydraulic Power Pack necessary to do that is likely to be in the range of \$100,000 to \$120,000, plus hoses, plus reel, floaters, etc. This is about twice of the best estimates that we have received for a prime, Tier III new portable electric generator necessary to drive the 120 HP motor.

Dragflow reportedly hasn't had issues to date with oil spills or leakage, as there is a separate drain line that returns to the main oil tank of the preliminarily designed system needed at the Port. Nevertheless, there is always the possibility of accidents and mistakes so the oil hoses must be handled with special care, especially when the dredge is moved from one location to another.

It would appear that cost benefits, if any, gained by an electric-to-hydraulic powered conversion does not justify potential associated environmental risk.

46

**PERMITTING**

47

The project proposes dredging via hydraulic suction dredge, with upland disposal. The Port of Brookings Harbor (POBH) and its consultant has reviewed requirements within OAR 141-085-550 and 141-93-250 through 280, and thus herein puts forth that the proposed project conforms to the applicable requirements therein stated. For example, OAR 141-093-0255, Maintenance Dredging – Definitions, states “ (1) “Baseline Authorization” means a previous removal-fill authorization for a dredge prism of specified area(s) and depth(s) that was executed within fifteen (15) years of the date of application for authorization under this General Permit.” The proposed dredging will occur within the footprint and depths of the existing, authorized prism, as shown in drawings attached to previous Applications. Major maintenance dredging last occurred in 2011.

48

**Sediment Evaluation Requirements**

The EPA and USACE have in the past informed the Port that they have concerns about the presence of contaminants (benzyl alcohol) in the south section of Basin 1, and would require further sampling, analyses and characterization prior to issuing a permit to dredge at the Port. However, this concern was expressed with the understanding that sediments were to be disposed in-water. However, upland disposal sediment quality requirements are greatly relaxed. Concern RE the very low acceptable concentration limits of contaminants imposed to protect sensitive aquatic species are eliminated by the change to upland disposal. The very low concentrations of benzyl alcohol and related contaminants pose no concerns for upland storage or use.

49

**Sediment Evaluation Requirements**

It may be therefore that sediment evaluation will not even be required.

**Permit Term and Frequency**

Further, upland disposal lengthens the likely permitting term from the 3-year term, given for in-water disposal, to a 10-year term.

Finally, unlike one-time permitting for large events, when granted, maintenance dredging projects at the Port can be conducted during any and all in-water work periods (10/15 – 3/15) during the 10-year permit term.

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# ACTION ITEM – D

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**DATE:** July 19, 2023  
**RE:** Resolution 2023-07, Reserve Fund Loan to Capital Projects  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

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## OVERVIEW

- Board discussed on June 21, 2023, Regular Meeting the FEMA equipment list.
- After review of equipment, staff explained the need for a loan from the Port's Reserve Fund to help with cash flow due to FEMA reimbursement timeline being at least 90 days out.
- \$300,000 from Reserve Fund to Capital Projects along with current cash in LGIP General Fund gives us approximately \$500,000 for cash flow to purchase items listed on equipment list.

## DOCUMENTS

- Resolution 2023-07, 1 page
- ORS 294.468, 2 pages

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve Resolution 2023-07, loaning \$300,000 from Reserve Fund to Capital Projects for FEMA equipment purchases. After equipment is purchased and reimbursements are received from FEMA, Capital Projects will be reimbursed \$300,000 to Port Reserve Fund.

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

**RESOLUTION NO. 2023-07**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS AUTHORIZING  
INTERFUND LOAN FROM RESERVE FUND TO CAPITAL PROJECTS FUND FOR  
CASH FLOW PURPOSES**

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

**WHEREAS**, the Port of Brookings Harbor Commission adopted Resolution 2023-05 2023-2024 Fiscal Year Budget, Capital Projects Fund for FEMA-Dredging in the amount of \$1,835,304; and

**WHEREAS**, the purchase of FEMA-Dredging equipment, materials and contracts would cause a cash flow issue to the General Fund and the safe operation of the Port; and

**WHEREAS**, the Reserve Fund is designated to save money for future Port projects or unexpected expenditures; and

**WHEREAS**, Oregon Local Budget Law allows a local government to loan money from one fund to another, provided the loan is authorized by an official resolution of the governing body (ORS 294.468); and

**WHEREAS**, ORS 294.468 requires that an interfund loan to acquire capital assets be repaid in full within 10 years of the date of the loan. The amount of the loan and repayment plan is included in the body of this resolution.

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

1. Interfund loan from Reserve Fund to Capital Projects Fund is authorized.
2. The loan amount will not exceed \$300,000.
3. Repayment of the balance of the loan on or before June 30, 2024.

This Resolution will take effect immediately upon passage.

**APPROVED AND ADOPTED** by the Board of Commissioners this 19th day of July 2023.

**ATTEST:**

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

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

# ORS 294.468

## Loans from one fund to another

- commingling cash balances of funds

- TEXT

- ANNOTATIONS **2**

- (1) It shall be lawful to loan money from any fund to any other fund of the municipal corporation whenever the loan is authorized by official resolution or ordinance of the governing body. The loans shall be made in compliance with the applicable requirements and limitations of this section. Loans made under this section shall not be made from:
- (a) Debt service reserve funds created to provide additional security for outstanding bonds or other borrowing obligations that the municipal corporation has covenanted with the holders of such bonds or other borrowing obligations to maintain at certain specified levels. However, nothing in this paragraph is intended or shall be construed to prohibit loans from any such debt service reserve fund to the extent that the aggregate outstanding amount of the loans does not exceed the amount by which the amount in such debt service reserve fund exceeds the amount the municipal corporation has covenanted to maintain in the reserve fund with the holders of the related bonds or other borrowing obligations;
- (b) Debt service funds created to account for moneys needed to make annual debt service payments on outstanding bonds or other borrowing obligations; **or**
- (c) Moneys credited to any fund when, under applicable constitutional provisions, the moneys are restricted to specific uses unless the purpose for which the loan is to be made is a use allowed under such constitutional provisions.
- (2) The resolution or ordinance authorizing any interfund loan permitted under this section shall:
- (a)

State the fund from which the loan is to be made, the fund to which the loan is to be made, the purpose for which the loan is to be made and the principal amount of the loan.

- (b) If the interfund loan is a capital loan, set forth a schedule under which the principal amount of the loan, together with interest thereon at the rate provided for in paragraph (c)(B) of this subsection, is to be budgeted and repaid to the lending fund. The schedule shall provide for the repayment in full of the loan over a term not to exceed 10 years from the date the loan is made.
- (c) If the interfund loan is a capital loan, provide that the loan shall bear interest at an annual rate equal to:
  - (A) The rate of return on moneys invested in the investment pool under [ORS 294.805 \(Definitions for ORS 294.805 to 294.895\) to 294.895 \(Board duties, generally\)](#), as reported under [ORS 294.875 \(Monthly report of investments of pool funds\)](#), immediately prior to the adoption of the ordinance or resolution authorizing the loan; **or**
  - (B) Such other rate as the governing body may determine.
- (d) If the interfund loan is an operating loan, provide that the money loaned shall be budgeted and repaid to the fund from which the money was borrowed by the end of the ensuing year or ensuing budget period.
- (3) The payment of any operating loans not repaid in the year or budget period in which the operating loan was made shall be budgeted as a requirement in the ensuing year or ensuing budget period.
- (4) It shall be lawful to commingle cash balances of funds so long as all such fund moneys are segregated in the budget and accounting records.
- (5) As used in this section:
  - (a) "Capital loan" means any interfund loan, or portion thereof, made for the purpose of financing the design, acquisition, construction, installation or improvement of real or personal property and not for the purpose of paying operating expenses.
  - (b) "Operating loan" means any interfund loan, or portion thereof, that is not a capital loan, including any interfund loan, or portion thereof, made for the purpose of paying operating expenses. [Formerly 294.460; 2013 c.338 §14]

# INFORMATION ITEM – A

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**DATE:** July 19, 2023  
**RE:** FEMA Project PW 189, Purchase of Tractor  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

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## OVERVIEW

- On July 21, Board approved Port Manager to procure and purchase needed FEMA equipment under \$150,000.
- Port Staff received quotes for a tractor from Case, John Deere, and CAT.
- Case was awarded at the lowest quote of \$110,388.31 with a 5-year 5,000 HR warranty.

## DOCUMENTS

- Procurements including equipment quotes, warranty, and comparisons, 44 pages
- Quotes to rent for 5-years, 3 pages

# PORT OF BROOKINGS HARBOR

## Procurement Request

Project Name: FEMA/OEM PW-189 Dredging Contract No. \_\_\_\_\_

<input checked="" type="checkbox"/> Purchase Agreement	<input type="checkbox"/> Contract
Purchase Order No. <u>4376</u>	

Award Information:

Special Notes or Comments

Company Name: Sonsray Machinery

Contact Person: Jeremy Benz  
Address: 3092 Silverton Road N.E.  
Salem, OR 97301

Telephone: 503-362-1371

Jeremy Cell: 971-900-7584
Email: <u>Jeremy.benz@sonsray.com</u>
FEMA PW-189 Dredging

No.	Proposals / Quotes	Units	Quantity	Total \$
1	Peterson Cat	EA	1.00	\$116,013.00
2	Pape Machinery	EA	1.00	\$115,009.57
3	Sonsray Machinery	EA	1.00	\$110,388.31

Prepared by: Gary Dehlinger  
Print Name

Fund Account:  General Fund  Capital Improvements  Debt Service  Revenue Bond  
Department:  Marina  Boat Yard  RV Park  Port Office  Fuel Dock  Commercial Retail

Approved by GM: TRAVIS WEBSTER Travis Webster 7/6/23  
Signature Print Name Date

Approved by Board Commissioner: \_\_\_\_\_  
Signature Print Name Date

Approved by Board Commissioner: \_\_\_\_\_  
Signature Print Name Date

# Port of Brookings Harbor Purchase Order

Date: 7-6-2023

Vendor/Contractor: SONSRAY MACHINERY

Payment Terms:

Vendor Address: 3092 SILVERTON RD N.E. SALEM, OR 97301

Paid w/ Credit Card

Vendor Phone #: 503-362-1371 JEREMY BENZ CELL# 971-900-7584

Charged to Account

GL Account:  Service  Supply  Equipment Repair/Maintenance

Quantity	Items / Description	Item Price	Subtotal
1	CASE STON EP 4WD TY FINAL TRACTOR - LOANER W/ BOX 60 MONTH / 5,000 HOUR WARRANTY		\$110,388.31
TOTAL:			\$110,388.31

Memo / Project  
FEMA PW-189 DEFASING

Fund Account:  General Fund  Capital Projects  Port Construction Fund

Department:  Marina/Administration  RV Park  Fuel Dock  Grants  Commercial Retail

Purchasing Agent: GARY DEHLINGEN  
Print Name

Port Manager Initials:

Signature

A motion was made by Jonas and seconded by Speir to approve Brookings Real Estate LLC Letter of Intent and for the Port Manager to bring back a lease agreement for Board approval. The motion passed 4 – 0.

- D. Resolution 2023-06 – Amending Public Contracting Rules – Audio time 0:31:35**  
Webster reviewed item with the Board.

A motion was made by Speir and seconded by Hartung to approve Resolution No. 2023-06, Amending Public Contracting Rules and Prescribing Rules and Procedures for Public Contracting. The motion passed 4 – 0.

- E. Billeter Marine Contract for Boat Yard Dredging (Part of FEMA) – Audio time 0:33:17**  
Webster reviewed item with the Board. Webster informed the Board that this did go out for procurement and received quotes from Billeter, Legacy, and West Coast Contractors.

A motion was made by Jonas and seconded by Speir to approve contract for Billeter Marine to perform clam shell dredging and remove approximately 3,000 cubic yards. The motion passed 4 – 0.

- F. Workers Compensation Insurance SAIF – Audio time 0:35:57**  
Webster reviewed item with the Board. Board allowed public comment.

A motion was made by Jonas and seconded by Speir to approve Workers Compensation Insurance Policy with SAIF. The motion passed 4 – 0.

- G. Lloyd Whaley Memorial Bench – Audio time 0:39:05**  
Webster reviewed item with the Board. The Board would like to discuss creating a resolution on what constitutes a memorial bench.

A motion was made by Speir and seconded by Jonas to approve the Port Manager to purchase and place a bench and plaque along the concrete boardwalk in honor of Lloyd Whaley and his contributions to the Port of Brookings Harbor. The motion passed 4 – 0.

- H. FEMA Schedule and Equipment to Procurement – Audio time 0:45:30**

Webster explained the cash flow with FEMA is 90 days out with getting reimbursed. The Ports cash flow is going to greatly depend on when we can purchase these items and when we can get reimbursed. Webster is asking the Board to approve the Port Manager to complete intermediate procurements, purchase items, excluding the dredge and generator, and in commissioner meetings review what was purchased. The Heap would prefer to just approve the Port Manager to purchase these items and not bring them back to the Board. There was discussion among Board and staff about the specifics of the equipment. Board allowed public comment. Webster stated that anything over \$150,000 will be brought back to the Board for approval.

A motion was made by Hartung and seconded by Speir to approve the Port Manager to procure the items listed and begin purchasing items that exceed Port Manager limit of \$10,000. The motion passed 4 – 0.

- I. Delinquent Account Write Off Request – Audio time 1:18:32**  
Walker reviewed item with the Board.

A motion was made by Speir and seconded by Jonas to approve delinquent account write offs of \$4,560.02 from accounts receivable and submit the amount to Port collection agency. The motion passed 4 – 0.



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

**RESOLUTION NO. 2023-06**

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

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

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

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

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

1. Paragraph (7) of Section V: Intermediate Procurements of Exhibit A to Resolution No. 368, is hereby amended to read as follows:

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

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

  
Richard Heap, President

**ATTEST:**

  
Sharon Hartung, Secretary/Treasurer

**279B.070 Intermediate procurements.** (1) A contracting agency may award a procurement of goods or services that exceeds \$10,000 but does not exceed \$150,000 in accordance with intermediate procurement procedures. A contract awarded under this section may be amended to exceed \$150,000 only in accordance with rules adopted under ORS 279A.065.

(2) A contracting agency may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section.

(3) When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals.

(4) If a contracting agency awards a contract, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. [2003 c.794 §54; 2013 c.66 §2]

**gary@portofbrookingsharbor.com**

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**From:** SLEVIN Julie \* OEM <julie.slevin@oem.oregon.gov>  
**Sent:** Wednesday, June 28, 2023 2:55 PM  
**To:** gary@portofbrookingsharbor.com  
**Cc:** 'Travis Webster'; GWIN Dan \* OEM  
**Subject:** RE: Port of Brookings Harbor - PW-189 Dredging Equipment & Material Purchasing

Hi Gary, Travis, See below link , pages 74-76

If the leasing costs exceed the cost of purchasing and maintaining the equipment, FEMA determines the amount of eligible costs based on an evaluation of the reasonableness of the costs claimed, including whether the Applicant acted with prudence under the circumstances at the time it leased the equipment. If the Applicant has a lease-purchase agreement and obtains ownership during completion of eligible work, FEMA provides PA funding for the equipment use based on the hourly equipment rate, as described in Chapter 6:III. Applicant-Owned Equipment and Purchased Equipment.

Another option is purchasing the equipment and applying an hourly rate.

[https://www.fema.gov/sites/default/files/documents/fema\\_pappg-v4-updated-links\\_policy\\_6-1-2020.pdf](https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf)



**Julie Slevin**  
**Recovery Section Manager**  
**State Public Assistance Officer**  
Oregon Department of Emergency Management  
Mitigation and Recovery Division  
Office: (503) 378-2235  
Cell (503) 871-7187  
[julie.slevin@oem.oregon.gov](mailto:julie.slevin@oem.oregon.gov)



**From:** gary@portofbrookingsharbor.com <gary@portofbrookingsharbor.com>  
**Sent:** Wednesday, June 28, 2023 11:29 AM  
**To:** SLEVIN Julie \* OEM <julie.slevin@oem.oregon.gov>  
**Cc:** 'Travis Webster' <travis@portofbrookingsharbor.com>  
**Subject:** Port of Brookings Harbor - PW-189 Dredging Equipment & Material Purchasing

Hi Julie,

Do you have a minute to discuss purchasing equipment and materials for PW-189? Some of the lead times will be several months out. Plus, we need to buy equipment strategically based on reimbursement timeframes.

Attached is our list of equipment and materials.

Phone call is fine with us unless you would like a Teams Meeting.

Thank you,  
Gary Dehlinger

rates as such rates include cost components, such as profit, that are above and beyond what is necessary to operate and maintain force account equipment.

## IV. Leased Equipment

When the Applicant leases equipment, FEMA provides PA funding based on the terms of the lease. Leasing costs are eligible if:

- The Applicant performed an analysis of the cost of leasing versus purchasing the equipment;<sup>136</sup> and
- The total leasing costs do not exceed the cost of purchasing and maintaining equipment during the life of the eligible project.

If the leasing costs exceed the cost of purchasing and maintaining the equipment, FEMA determines the amount of eligible costs based on an evaluation of the reasonableness of the costs claimed, including whether the Applicant acted with prudence under the circumstances at the time it leased the equipment.

If the Applicant has a lease-purchase agreement and obtains ownership during completion of eligible work, FEMA provides PA funding for the equipment use based on the hourly equipment rate, as described in [Chapter 6:III. Applicant-Owned Equipment and Purchased Equipment](#).

If the Applicant has a lease-purchase agreement and completes the eligible work prior to obtaining ownership, FEMA provides PA funding based on the cost to lease the equipment.

The Applicant needs to submit the following to support leased equipment costs claimed (not an all-inclusive list):

- Lease agreements (required);
- Invoices or receipts (required);
- Locations and days used (required);
- Hours used (required if lease agreement charges hourly rates); and
- Amount of fuel used, if not included in rental cost (required)

## V. Supplies

The cost of supplies, including materials, is eligible if:

- Purchased and justifiably needed to effectively respond to and/or recover from the incident; or
- Taken from the Applicant's stock and used for the incident.

The Applicant must track items taken from stock with inventory withdrawal and usage records.

FEMA provides PA funding for these items based on invoices, if available. If invoices are not available for items used from stock, FEMA provides PA funding based on the Applicant's established method of pricing inventory.<sup>137</sup> If the Applicant does not have an established method, FEMA provides PA funding based on historical data or prices from area vendors.

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<sup>136</sup> 2 C.F.R. § 200.318(d).

<sup>137</sup> 2 C.F.R. § 200.453(b).

FEMA consults with the U.S. Department of Homeland Security Office of Inspector General Emergency Management Oversight Team in cases where it has difficulty determining a reasonable value.

The Applicant must submit the following to support costs claimed for supplies (not an all-inclusive list):

**Supplies from Stock:**

- Cost documentation such as original invoices or other historical cost records (required);
- Inventory records (required);
- Type of supplies and quantities used (required – should include support documentation such as daily logs); and
- Location used (required)

**Purchased Supplies:**

- Receipts or invoices (required);
- Quantities used (required); and
- Justification (required if supplies were not used)

## VI. Disposition of Purchased Equipment and Supplies

The discussion below describes disposition requirements when purchased equipment or supplies (including materials) are no longer needed for federally funded projects.

In the context of disposition, equipment is any tangible personal property (including information technology systems) having a useful life of more than 1 year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the Applicant for financial statement purposes, or \$5,000.<sup>138</sup> Tangible personal property that does not fall under this definition of equipment is a supply.<sup>139</sup>



### Terminology

**Personal property** means property other than real property.

**Real property** means land, including land improvements, structures, and appurtenances thereto, but excludes moveable machinery and equipment.

### A. Disposition of Purchased Equipment

In accordance with Federal regulations, State and Territorial government Applicants dispose of equipment in accordance with State and Territorial laws and procedures.<sup>140</sup>

When equipment purchased with PA funding are no longer needed for response to or recovery from the incident, Tribal and local governments and PNP Applicants may use the items for other federally funded programs or projects.<sup>141</sup>

<sup>138</sup> 2 C.F.R. § 200.33.

<sup>139</sup> 2 C.F.R. § 200.94.

<sup>140</sup> 2 C.F.R. § 200.313(b).

<sup>141</sup> 2 C.F.R. § 200.313(c).

When an individual item of equipment is no long needed for federally funded programs or projects, Tribal and local governments and PNP Applicants must calculate the current fair market value of the individual item of equipment. The Applicant must provide the current fair market for items that have a current fair market value of \$5,000 or more. FEMA reduces eligible funding by this amount.<sup>142</sup> If the individual item of equipment has a current fair market value less than \$5,000, FEMA does not reduce the eligible funding.<sup>143</sup>



#### Terminology

**Fair market value** is either the selling price or the advertised price for a similar item in a competitive market.

Tribal and local governments and PNP Applicants must comply with all disposition requirements described in 2 C.F.R. 200.313(e), *Disposition*.

### **B. Disposition of Purchased Supplies**

When supplies are no long needed for federally funded programs or projects, all Applicants, including State and Territorial government Applicants, must calculate the current fair market value of any unused residual supplies (including materials) that FEMA funded for any of its projects and determine the aggregate total.

The Applicant must provide the current fair market value if the aggregate total of unused residual supplies is greater than \$5,000. FEMA reduces eligible funding by this amount.<sup>144</sup> If the aggregate total of unused residual supplies is less than \$5,000, FEMA does not reduce the eligible funding.

## VII. Disposition of Real Property

If the Applicant acquires or improves real property with PA funds, disposition and reporting requirements apply when acquired or improved real property is no longer needed for the originally authorized purpose.<sup>145</sup> The PA Division at FEMA Headquarters provides disposition instructions.<sup>146</sup>

## VIII. Procurement and Contracting Requirements

FEMA provides PA funding for contract costs based on the terms of the contract if the Applicant meets Federal procurement and contracting requirements. Federal procurement and contracting requirements for State and Territorial government agencies are different than those for Tribal and local government agencies and PNPs. This section provides information on Federal procurement and contracting requirements.

FEMA PA staff coordinate with FEMA's Office of Chief Counsel when evaluating whether the Applicant complied with Federal procurement requirements. In the case of noncompliance, FEMA applies an appropriate remedy in accordance with its authorities.<sup>147</sup> FEMA has determined an appropriate remedy under these circumstances is to either deny all costs

<sup>142</sup> 2 C.F.R. § 200.313(e)(2).

<sup>143</sup> 2 C.F.R. § 200.313(e)(1).

<sup>144</sup> 2 C.F.R. § 200.314(a).

<sup>145</sup> 2 C.F.R. §§ 200.311 and 200.329.

<sup>146</sup> 2 C.F.R. § 200.311(c). Recipients and Applicants must obtain specific disposition instructions from FEMA.

<sup>147</sup> 2 C.F.R. § 200.338.





Sonsray (Case)

3092 Silverton Rd. N.E. • Salem • OR • 97301 TEL: (503) 362-1371  
[www.SonsrayMachinery.com](http://www.SonsrayMachinery.com)

Ship To: Salem Store  
3092 Silverton Rd. N.E.  
Salem OR 97301  
Invoice To: PORT OF BROOKINGS HARBOR  
16330 LOWER HARBOR RD  
BROOKINGS OR 97415

Salem  
July 6, 2023  
Prospect130736  
jbenz-0211  
541-469-2218  
Purchase Order:

Sales Person: Jeremy Benz

Attention: GARY DEHLINGER

**EQUIPMENT QUOTE/SALES ORDER**

CASE 570N EP 4WD T4 FINAL Serial #: NPC777475 Stock #: EQ0050314 \$87,799.00

\*\*\* MACHINE QUOTED IS SUBJECT TO AVAILABILITY \*\*\*  
\*\*\*\* INTEREST RATE QUOTED IS BASED ON CURRENT RATES. INTEREST RATE IS SUBJECT TO CHANGE, BASED ON THE FINANCIAL INSTITUTION \*\*\*\*  
\*\*\*Quote Expires 08/07/2023\*\*\* Financing Available on Approved Credit (OAC) \*\*\*Unit Based on Availability  
\*\*\* QUOTED PRICE IS NOT GUARANTEED, AND SUBJECT TO MANUFACTURER'S PRICE INCREASES, INCLUDING ANY ADDITIONAL SURCHARGES \*\*\*  
SONSRAY SIGNATURE SERVICE – A commitment to providing excellent service and care when you purchase a new piece of equipment from Sonsray Machinery.

GANNON GRADE BOX	\$7,944.53
PPP-Premier 60/5000 (\$0 Deductible)	\$6,545.33
FACTORY FRIEGHT	\$3,200.00
Delivery Freight	\$2,700.00
PDI AND GANNON BOX INSTALL	\$1,300.00
Oregon CAT Fee	\$ 500.45
Quoted Price	\$109,989.31
Processing Fee	\$ 399.00
Cash Due or Finance Amount	\$110,388.31

**NOTICE TO PURCHASER**

Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.  
You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.  
Store Manager signature required for final acceptance of Sales Order.

**THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.**

Purchaser's Signature Travis Webster Sales Consultant \_\_\_\_\_ Date \_\_\_\_\_  
Print Name Travis Webster Date 7/6/23 Accepted By \_\_\_\_\_ Date \_\_\_\_\_

PO# 4376

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1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonsray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.

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## ENGINE

Model	FPT F5HFL463D
Emissions Certification	Tier 4 Final
Type	Diesel 4-stroke, Turbocharged
Cylinders	4
Bore/Stroke	3.90 x 4.33 in (99 x 110 mm)
Displacement	207 in3 (3.4 L)
Fuel Injection	Direct, high pressure common rail – HPCR
Fuel	Diesel
Cooling	Charged air
Engine speeds	RPM
Rated speed – full load	2200
Low idle	900 – 1000
High idle – no load	2330 – 2430
Horsepower @ 2200 RPM:	
Gross	74 hp (55 kW)
Net*	72 hp (54 kW)
Maximum torque @ 1400 RPM:	
Gross	235 lb-ft (316 N-m)
Net*	228 lb-ft (310 N-m)
Torque rise at rated speed	35% +/- 5%
Radiator:	
Core size area	486 in2 (3 145 cm2)
Rows of tubes	5
33 Degree fan:	
Style	7 blade suction
Ratio	1.1:1
Water pump style	Integral
Engine oil	CJ-4 – semi-synthetic 10W40
Pump operating angle ratings:	
Side to side	Rated 35°
Fore and aft	Rated 35°
Oil filtration	Replaceable, spin on

NOTE: \*with viscous fan.

## DRIVETRAIN

Transmission – standard:  
4F-4R Power Shuttle Synchronesh  
Transmission manual gear shift,  
fully synchronized

Gear ratios	Forward/Reverse
1st	5.603/5.603
2nd	3.481/3.481
3rd	1.584/1.584
4th	0.793/0.793
Travel speeds*	mph (kph)
1st	3.8 (6.1)
2nd	6.1 (9.8)
3rd	12.8 (20.6)
4th	24.0 (38.6)
Torque converter ratio*	3.01
Differential-lock	On-the-go push-button activation
Front 4WD/Rear axle*:	
Differential ratio	2.0/2.5
Planetary hub ratio	6.0/6.4
Total reduction ratio	12.0/16.0
Axles rating:	
Maximum static – lb (kg):	
70,821 (32 124)/90,145 (40 889)/	
58,448 (26 511)	
Dynamic operating – lb (kg):	
44,261 (20 076)/56,200 (25 492)/	
35,575 (16 136)	
Static operating – lb (kg):	
17,704 (8 030)/22,480 (10 197)/	
14,230 (6 455)	
Service brakes:	
Individually applied, hydraulically actuated, maintenance-free, outboard mounted, wet disc, 2 per side.	
Parking brakes	Trans Mounted spring-applied hydraulic release – SAHR

NOTE: Travel speeds at 2293 engine RPM  
w/ 19.5 L x 24.0 rear tires.

\*Specs listed will differ w/ PTO option.

## ELECTRICAL

Voltage	12 Volts
Alternator	120 amp
Battery	850 cold-cranking amps
Opt. batteries – 2	850 cold-cranking amps
Power plugs – 2	30 amps total

## OPERATOR ENVIRONMENT

ROPS/FOPS certified protective canopy;  
2 halogen headlights; 2 rear flood lights; 2 rear  
tail and stop lights; 2 front flashers/turn lights;  
2 rear flashers/turn lights; Anti-vandalism cover  
for dash and front console – w/ canopy only;  
Pre-wired for radio – cab only; Rear fenders w/  
storage tray and molded beverage and thermos  
holder; Coat hook w/ garment strap; Interior  
rearview mirror; non-suspension seat – 15 degree  
and 30 degree swivel to the right; 2 in (51 mm)  
retractable seat belt; Cup holder/storage tray  
mounted on LH fender.

### Gauges:

Engine water temperature; Converter oil  
temperature; Fuel level; Tachometer/  
hourmeter; Voltmeter.

### Warning lights:

Air cleaner restriction; Alternator; A/C high  
pressure; Cold start; Engine oil pressure  
low; Hydraulic oil filter bypass; Parking brake  
engagement; Low fuel; Water in fuel.

### Audible alarms:

Coolant temperature; Engine oil pressure;  
Parking brake engagement; Shuttle  
engagement/seat position; Backup; Horn.

## OPERATING WEIGHT

### Configuration 1 – Lightest:

82 in (2.08 m) Standard bucket, 4WD,  
19.5 L x 24.0 rear tires, ROPS canopy,  
suspension seat, dual batteries, no operator:  
11,134 lb (5 051 kg)

### Configuration 2 – Heaviest:

82 in (2.08 m) 4 IN 1<sup>®</sup> bucket, 4WD,  
19.5 L x 24.0 rear tires, enclosed cab,  
suspension seat, dual batteries, no operator,  
440 lb front weight, 3-point hitch, box scraper:  
14,508 lb (6 581 kg)

### Attachments:

82 in (2.08 m) buckets:	
4 IN 1 <sup>®</sup>	1,451 lb (658 kg)
General purpose	686 lb (311 kg)
Box scraper	1,592 lb (722 kg)
Cab – over canopy	646 lb (293 kg)
Driveshaft guard	218 lb (99 kg)

### Weights:

Counterweight	3,000 lb (1 360 kg)
Rear weight	500 lb (227 kg)
Front weight	440 lb (200 kg)

**HYDRAULICS**

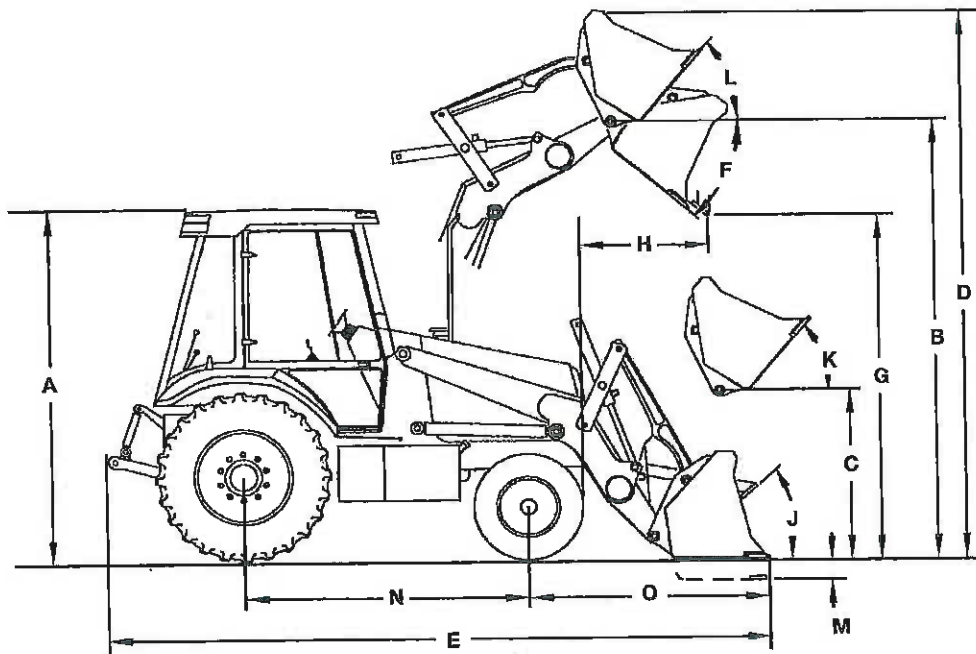
Pump	Gear pump
Capacity	28.5 gal/min @ 3,000 psi (108 L/min @ 207 ba)

**SERVICE CAPACITIES**

Fuel tank	30 gal (114.0 L)
Hydraulic system:	
Total	72 qt (68.0 L)
Reservoir w/ filter	58 qt (55.0 L)
Reservoir w/o filter	56 qt (53.0 L)
Transmission:	
2WD - total	18 qt (17.0 L)
Reservoir	11 qt (10.4 L)
4WD - total	21 qt (20.0 L)
Reservoir	14 qt (13.2 L)
Front axle:	
Differential	5.8 qt (5.5 L)
Planetaries - each	0.7 qt (0.7 L)
Rear axle:	
Differential	14.4 qt (13.6 L)
Engine oil w/ filter	8.5 qt (8.0 L)
Cooling system	18.3 qt (17.3 L)
<b>Turning radius - curb to curb, no bucket:</b>	
2WD:	
Brakes on	12 ft 2 in (3.70 m)
Brakes off	12 ft 10 in (3.91 m)
4WD - engaged:	
Brakes on	11 ft 7 in (3.52 m)
Brakes off	13 ft 9 in (4.18 m)
4WD - disengaged:	
Brakes on	12 ft 3 in (3.72 m)
Brakes off	12 ft 11 in (3.92 m)

**OTHER SPECIFICATIONS**

<b>3-point hitch:</b>	
Category I & II 3-point hitch	
Hydraulic lift, pitch, tilt and 2 auxiliary remotes	
Vertical lift force:	
Lowest point	2,500 lb (11 121 N)
1/5	3,247 lb (14 444 N)
2/5	3,400 lb (15 125 N)
3/5	3,501 lb (15 574 N)
4/5	3,297 lb (14 666 N)
Highest point	2,984 lb (13 274 N)
Front tires:	
2WD - 11.0 L x 16.0, 10-ply rating	
4WD - 12.0 L x 16.5, 8-ply rating	
Rear tires:	
2/4WD - 19.5 L x 24.0, 10-ply rating	
2/4WD - 17.5 L x 24.0, 10-ply rating	



Line drawings are for illustrative purpose only and may not be exact representation of unit.

### LOADER DIMENSIONS

	19.5 L x 24.0 Tires	17.5 L x 24.0 Tires
<b>A. Height to:</b>		
Top of canopy	9 ft 0 in (2.74 m)	8 ft 9 in (2.67 m)
Height to top of canopy – Low profile ROPS	8 ft 9 in (2.65 m)	8 ft 6 in (2.59 m)
Top of cab	9 ft 0 in (2.74 m)	8 ft 10 in (2.68 m)
	<b>Long Lip Bucket</b>	<b>4 IN 1® Bucket</b>
<b>B. Bucket hinge pin fully raised</b>	11 ft 3 in (3.41 m)	11 ft 3 in (3.41 m)
<b>C. Bucket hinge pin at SAE carry</b>	1 ft 1 in (0.33 m)	1 ft 3 in (0.37 m)
<b>D. Overall operating height – fully raised</b>	13 ft 8 in (4.17 m)	14 ft 3 in (4.35 m)
<b>E. Overall length with 3-point hitch</b>	16 ft 11 in (5.15 m)	16 ft 9 in (5.09 m)
Width over tires:		
11.0 L x 16.0	6 ft 8 in (2.02 m)	6 ft 8 in (2.02 m)
12.0 L x 16.5	6 ft 10 in (2.06 m)	6 ft 10 in (2.06 m)
19.5 L x 24.0	6 ft 10 in (2.07 m)	6 ft 10 in (2.07 m)
17.5 L x 24.0	6 ft 10 in (2.07 m)	6 ft 10 in (2.07 m)
<b>F. Dump angle at full height</b>	46°	45°
<b>G. Dump clearance at full height, 45° dump:</b>		
Bucket	8 ft 8 in (2.63 m)	8 ft 11 in (2.71 m)
Clam open	–	9 ft 8 in (2.93 m)
<b>H. Dump reach at full height, 45° dump:</b>		
Bucket	2 ft 2 in (0.66 m)	2 ft 2 in (0.64 m)
Clam open	–	11.9 in (0.3 m)
Bucket rollback:		
<b>J. at Groundline</b>	40°	40°
<b>K. at SAE carry</b>	45°	45°
<b>L. at Full height</b>	Adjustable	Adjustable
<b>M. Digging depth below grade:</b>		
Bucket flat	7.5 in (0.19 m)	6.8 in (0.17 m)
Clam open – dozing	–	4.1 in (0.10 m)
Ground clearance at front axle	10.9 in (0.28 m)	10.9 in (0.28 m)
<b>N. Wheelbase</b>	7 ft 0 in (2.13 m)	7 ft 0 in (2.13 m)
<b>O. Reach from front axle centerline – bucket on ground</b>	6 ft 3 in (1.89 m)	6 ft 1 in (1.85 m)
Maximum clam opening	–	3 ft 3 in (0.97 m)
Moldboard height	–	3 ft 1 in (0.93 m)
Lift capacity to full height	6,503 lb (2 950 kg)	6,537 lb (2 965 kg)
Breakout force:		
Lift cylinders	9,271 lb (41 239 N)	8,766 lb (38 993 N)
Dump cylinders	9,607 lb (42 734 N)	10,325 lb (45 928 N)

NOTE: Loader dimensions taken with 4WD, 19.5 L x 24.0 rear tires and 82 in (2.08 m) general purpose bucket except as noted.

## STANDARD EQUIPMENT

### OPERATOR ENVIRONMENT

See page 1

### ENGINE

FPT 3.4 L diesel  
Cooled EGR  
Diesel Oxidation Catalyst  
Full flow engine oil filter  
Air cleaner – replaceable dry type with radial seal  
Radiator with de-aeration bottle  
Antifreeze to -34° F (-37° C)  
Foot throttle  
Self adjusting belt  
Fuel filter with water trap

## OPTIONAL EQUIPMENT

### OPERATOR ENVIRONMENT

Manual Ride Control  
Comfort Steer  
ROPS and FOPS certified protective canopy:  
Short and standard height  
ROPS certified cab with heater, defroster, front and rear wipers and floor mat  
Cab Convenience Package containing:  
Flip forward sun visor; Window washer – front and rear; Radio Ready kit, including wiring, speakers and DIN radio mounting; Deluxe Interior Package  
Air-conditioning for cab models  
Mechanical suspension seat:  
With armrests – 15° and 30° swivel to the right; Cloth or vinyl; Adjustable seat height, backrest angle; Lumbar and thigh support  
Wide seat belt – 3 in (75 mm)

### ENGINE

Cold Weather Starting Aid  
with dual 12 Volt batteries and glow plugs  
Block heater  
Master disconnect switch and remote jump-start terminals

### DRIVETRAIN

Front axle, as selected:  
2WD heavy-duty front axle with 11.0 L x 16.0 tires  
4WD heavy-duty mechanically driven rear axle, with 12.0 L x 16.5 tires  
Rear axle:  
2/4WD heavy-duty outboard planetary drive, with 17.5 L x 24.0 tires  
4F-4R Power Shuttle  
Synchromesh transmission  
Torque converter  
On-the-go electric 4WD control  
Electric F/R shuttle control  
Electric differential lock control, with push-button activation; Located on the loader control lever and side console  
Park brake, spring-applied, hydraulic release

### TRACTOR

Chaff screen – dealer installed option  
Auxiliary work lights:  
2 front and 2 rear flood for tall canopy and cab  
Canopy sun visor – tall canopy only  
440 lb (200 kg) front counterweight  
Hand throttle – electric  
500 lb (227 kg) counterweight, bolted to hitch frame  
5th spool auxiliary circuit for 3-point hitch valve  
Tool portfolio of additional attachments  
3-point hitch with 600 lb (272 kg) Plug in counterweight – cannot be used with PTO  
Driveshaft guard  
3,000 lb (1 360 kg) rear counterweight  
Drawbar  
Rear wheel weights 564 lb (256 kg)  
PTO:  
540 RPM, hydraulically powered rear PTO Ready. PTO hydraulic pump only, no motor

### HYDRAULICS

Gear pump:  
28.5 gal/min @ 3,000 psi  
(108 L/min @ 207 bar)  
Heavy-duty hydraulic oil cooler  
7 micron, spin on oil filter

### LOADER

Bucket position indicator  
Lifting lugs on standard bucket  
Single lever control, with Self-Leveling and Return-to-Dig  
Hand-operated clutch disconnects on loader and shift levers  
Single lever 5-function loader control:  
Lift; Dump; Auxiliary function; Clutch cut-out; Differential-lock

### LOADER

Auxiliary hydraulics for loader-mounted equipment  
Hydraulic front quick coupler  
Mechanical front quick coupler  
Buckets – less teeth:  
82 in (2.08 m) general purpose Long Lip, with bolt-on cutting edge – includes lift eyes  
82 in (2.08 m) general purpose Long Lip, without bolt-on cutting edge – includes lift eyes  
82 in (2.08 m) 4 IN 1<sup>®</sup>, includes 3 Bolt-on cutting edges; Unit must be equipped with auxiliary loader hydraulics  
93 in (2.36 m) light duty loader bucket  
Loader linkage without loader bucket

### OTHER

Tool box – bolt-on step-mounted  
Special paint  
Spare tires

## CaseCE.com

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IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.



CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.



Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

Form No. CCE201704570NEP  
Replaces Form No. CCE201701570NEP

570N EP



# N SERIES TRACTOR LOADERS

Tier 4 Final  
570N EP

## N SERIES ADVANTAGES

### INDUSTRY LEADING PERFORMANCE

- Leading 6,503 lbs. lifting capacity
- Reverse-parallel linkage for Incredible breakout force of 9,607 lb-ft
- Dual, in-line cylinders give operator excellent view to attachment
- Standard mechanical parallel lift keeps loads steady and level without additional operator input
- Standard return-to-dig and float functions increase cycle times and backfill speed
- Fully integrated loader control lever with standard differential lock and de-clutch buttons
- Mechanical stoppers allow operator to rap bucket and release sticky material
- Curved loader arm design for increased reach and dumping further into the center of a truck



- Options for even more loader productivity
  - Ride Control™ loader arm cushioning reduces bouncing, load spillage and operator fatigue
  - Comfort Steer™ cuts turns in half, making loading and backfilling jobs easier and faster
  - Loader auxiliary hydraulics allow for 4-IN-1 buckets, brooms and more, for even greater attachment versatility
  - Loader hydraulic quick coupler allows 570N EP operator to change attachments without ever leaving the seat



### REAR 3-POINT HITCH FOR ULTIMATE VERSATILITY

- Able to hook up both category I and category II attachments to fit a wide array of jobs
- 3-Point hitch comes standard with rear auxiliary hydraulic ports
- Optional rear draw bar for even more connectivity
- Optional 30 hydraulic horsepower PTO (540 RPM)
- Additional, high-flow (36 gpm/136.3 L/min) auxiliary hydraulics available as a field-install kit
- Optional box blade from the factory makes the CASE tractor loader the ultimate compact grading machine
  - 3-Point controls mechanically linked directly to valve for superior control, feel and longevity
  - Standard hydraulic scarifier integrated into the box blade
  - Standard right tilt with holding valve for grading slope
  - Optional dual tilt with holding valve offers even more grading options
  - Various weight options provide perfect balance for grading, no matter the material



### COMFORT IN THE CANOPY OR THE CAB

- Standard or low-profile canopy and 2-door cab options
- Cab includes heat and AC
- Cab convenience package includes a deluxe headliner, sun visor and is radio ready
- Standard mechanically suspended seats with adjustable arm rests for maximum operator comfort
- All three-position seats swivel 15° and 30° to the right for easy viewing of rear-facing attachments, while still allowing forward vision and easy access to controls
- All-around visibility
  - Sloped downward hood and dual-cylinders allows unobstructed visibility to the front
  - Canopy cut-out on low-profile canopy provides operator a clear view of loader at full-height
  - Specially designed fenders and floor-to-ceiling glass on cab-equipped machines provide unobstructed visibility to rear attachments



## TIER 4 FINAL SOLUTIONS

### MAINTENANCE-FREE TIER 4 FINAL SOLUTION

- With less than 75 gross horsepower, CASE uses a much more cost-effective exhaust after-treatment system, while still providing ample power for traction and grading
- Specially tuned rear axle maximizes engine torque and tractive effort, especially while climbing grade
- Cooled exhaust gas recirculation (CEGR) and a diesel oxidation catalyst (DOC) exhaust treatment system
- No diesel particulate filter (DPF) to regenerate or replace
- No diesel exhaust fluid (DEF) to store and transport



## SIMPLE SERVICEABILITY

### LOWER OPERATING COSTS WITH CASE'S EXCELLENT SERVICEABILITY

- Forward-tilting hood gives full, ground-level access to all daily service checkpoints
- Spin-on filters, grouped ground level service checks and visible site gauges reduce maintenance downtime
- Lube-for-Life and hardened steel, triple-bushed joints require no maintenance
- Outboard planetaries and brakes allow full-service access without removing the axle
- Monitor and view machine maintenance alerts, location and error codes and more with CASE SiteWatch



## PREPARING FOR THE WALKAROUND AND DEMONSTRATION

### KNOW YOUR CONTROLS

- A. Loader Arms Down
- B. Loader Arms Up
- C. Bucket Roll Back
- D. Bucket Dump
- E. De-Clutch
- F. Proportional 3rd Hydraulics Function Control
- G. Rear Differential Lock
- H. Lift
- I. Pitch
- J. Tilt (Right)
- K. Auxillary (Standard) -OR-Tilt Left (Optional-Equipped)
- L. 4th Lever Auxillary (Only If Equipped with Optional Left Tilt)



### BEFORE THE WALKAROUND/DEMO

Preparing for a tractor loader walkaround and/or demonstration is simple and will help things run much more smoothly. Here are some ideas to prepare you and the tractor loader for a successful walkaround and/or demo:

- 1. Run the Machine :** Before loading the machine for transport, be sure to run the machine for at least 15 minutes. Use this time to operate everything the customer may want to try, ensuring proper operation. Also be on the lookout for errors or faults on the AIC
- 2. Inspect the Machine :** Open and clean all the panels and doors. Then, unlock and tilt the hood forward, checking fluid levels and inspecting for any leaks. Finally, be sure to loosen and re-tighten any adjustment areas, to ensure smooth operation for the customer
- 3. Familiarize :** Review Operator's Manual or training module to familiarize yourself with buttons and controls. Pay special attention to the adjustments available in the Vehicle Control Menu (VCMs) in the AIC
- 4. Setting Up the Machine :** Just before starting, start the machine and run AC or heat of a cabbed machine to ensure a comfortable temperature and warm up the engine. Place the loader bucket or attachment on the ground, opening any specialty buckets. Turn the Steering wheel to right lock and slide the seat fully back, lowering the suspension to about half-height. Ensure to tilt the box blade for a better view and allow accessibility during walkaround



**From:** Matthew Ford <mford@papemachinery.com>  
**Sent:** Friday, June 23, 2023 11:21 AM  
**To:** gary@portofbrookingsharbor.com  
**Subject:** John Deere 210G Skip loader Quote  
**Attachments:** Port Of Brookings 210G.pdf

Hi Gary,

Here's the quote for the 210G Skip Loader we discussed over the phone. I did quote this under the Sourcewell which gives you a big discount and the only thing I will need from you is the Sourcewell ID number. If you don't have one, you can sign up through Sourcewell on their website pretty easily or maybe even use the City Of Brookings number if they have one. This machine is due to arrive in the beginning to mid-August and we can get it delivered over after we get the PDI done on it. I include a 36-month, 4,000-hour extended powertrain and hydraulic warranty as well as Pape' Plus. With Pape' Plus, we will keep track of the hours of the machine through the GPS system on the machine called JD link and come to location to perform all scheduled maintenance for the first 1,500 hours.

Pape (JD210)

Let me know if you have any questions and thank you for this opportunity. Have a great weekend!



**Matt Ford**  
Construction Equipment Sales

Phone: 541-772-4706  
Cell: 541-630-0911  
Fax: 541-776-3818



**MACHINERY**

Quote Id: 29106730

---

Prepared For:  
**PORT OF BROOKINGS HARBOR**

Prepared By: **MATT FORD**

Pape Machinery, Inc.  
460 N Danebo Avenue, Ste 100  
Eugene, OR 97402  
Tel: 541-484-5424  
Fax: 541-484-6541  
Email: [mford@papemachinery.com](mailto:mford@papemachinery.com)

Date: 23 June 2023

Offer Expires: 23 July 2023



**MACHINERY**

**Quote Summary**

**Prepared For:**

PORT OF BROOKINGS HARBOR  
 PO BOX 848  
 BROOKINGS, OR 97415  
 Business: 541-469-2218

**Prepared By:**

MATT FORD  
 Pape Machinery, Inc.  
 460 N Danebo Avenue, Ste 100  
 Eugene, OR 97402  
 Phone: 541-484-5424  
 mford@papemachinery.com

*This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at [www.pape.com/terms](http://www.pape.com/terms), and will also be sent by mail or e-mail to the purchaser upon request.*

**Quote Id:** 29106730  
**Created On:** 23 June 2023  
**Last Modified On:** 27 June 2023  
**Expiration Date:** 23 July 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 210 G-tier Tractor Loader	\$ 151,655.49 X	1 =	\$ 151,655.49
SOURCEWELL 39% DISCOUNT	\$ -51,252.24 X	1 =	\$ (51,252.24)
SOURCEWELL FEE .5%	\$ 657.00 X	1 =	\$ 657.00
FACTORY FREIGHT	\$ 4,716.25 X	1 =	\$ 4,716.25
PDI	\$ 1,063.13 X	1 =	\$ 1,063.13
PAPE' PLUS 1,500 HOUR	\$ 6,291.15 X	1 =	\$ 6,291.15
JOHN DEERE 36 MONTH 4,000 HOUR EXTENDED POWERTRAIN AND HYDRAULIC WARRANTY	\$ 1,432.00 X	1 =	\$ 1,432.00
<b>Equipment Total</b>			<b>\$ 114,562.78</b>

Quote Summary	
Equipment Total	\$ 114,562.78
CAT Recovery Fee	\$ 446.79
SubTotal	\$ 115,009.57
Total	\$ 115,009.57
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 115,009.57</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

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# Selling Equipment


**MACHINERY**
**Quote Id:** 29106730

**Customer:** PORT OF BROOKINGS HARBOR

## JOHN DEERE 210 G-tier Tractor Loader

**Hours:**
**Stock Number:**

Code	Description	Qty
17G0T	210 G-tier Tractor Loader	1

### Standard Options - Per Unit

183E	JDLink™	1
0202	United States	1
0259	English	1
1002	Canopy (ROPS/FOPS)	1
1054	Seat - Suspension Vinyl Enhanced with Tilt Steering for Canopy	1
3005	Powershift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1
6153	Dual Battery	1
6522	Dual Tilt Cylinders	1
7040	Three-Function Loader Hydraulics, Single Lever with EH Control	1
7856	86 in. (2.18 m.) Wide, 1.25 cu. yd. (0.96 cu. m.) Multi-Purpose Bucket	1
8030	Fire Extinguisher Mounting Bracket	1
8115	MFWD Driveshaft Guard	1
8159	Machine Security (Software Installed)	1
8269	Deluxe Electrical	1
8272	Rear Weight - 1,500 lb.	1
8273	Wheel Weights	1
8278	88 in. (2.24 m.) Box Blade	1
8283	Hand Throttle	1
8284	Transmission Guard	1

**SOURCEWELL 39% DISCOUNT**

# Selling Equipment



**MACHINERY**

Quote Id: 29106730

Customer: PORT OF BROOKINGS HARBOR

**Equipment Notes:**

Hours:

Stock Number:

Code	Description	Qty
17G0T	SOURCEWELL 39% DISCOUNT	1

## SOURCEWELL FEE .5%

**Equipment Notes:**

Hours:

Stock Number:

Code	Description	Qty
17G0T	SOURCEWELL FEE .5%	1

## FACTORY FREIGHT

**Equipment Notes:**

Hours:

Stock Number:

Code	Description	Qty
17G0T	FACTORY FREIGHT	1

## PDI

**Equipment Notes:**

Hours:

Stock Number:

# Selling Equipment



MACHINERY

Quote Id: 29106730

Customer: PORT OF BROOKINGS HARBOR

Code	Description	Qty
17G0T	PDI	1

## PAPE' PLUS 1,500 HOUR

Equipment Notes:

Hours:

Stock Number:

Code	Description	Qty
17G0T	PAPE' PLUS 1,500 HOUR	1

## JOHN DEERE 36 MONTH 4,000 HOUR EXTENDED POWERTRAIN AND HYDRAULIC WARRANTY

Equipment Notes:

Hours:

Stock Number:

Code	Description	Qty
17G0T	JOHN DEERE 36 MONTH 4,000 HOUR EXTENDED POWERTRAIN	1

**Notice:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at:

<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.





## JDLink Account Setup Form

**THIS FORM MUST BE TURNED IN TO REGION SALES ADMINISTRATOR AT THE TIME OF SETTLEMENT.**

Territory Manager

CSA

Machine Serial Number

Company/Customer Name

Business Address

Phone

### JDLink Admin Information

First Name

Last Name

E-mail Address

**Ask customer if they have an existing MyJohnDeere/JDLink Account**

**Sales Admin Initials**

**MJD/JDLink Username**

### Opt Out of Active Data Monitoring

**Terminate the collection or sharing of JDLink data for use in monitoring or diagnosing or providing service solutions.**

**By signing you agree to cancel subscriptions, disengage the data collection modules, and are deactivating your machine permanently.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

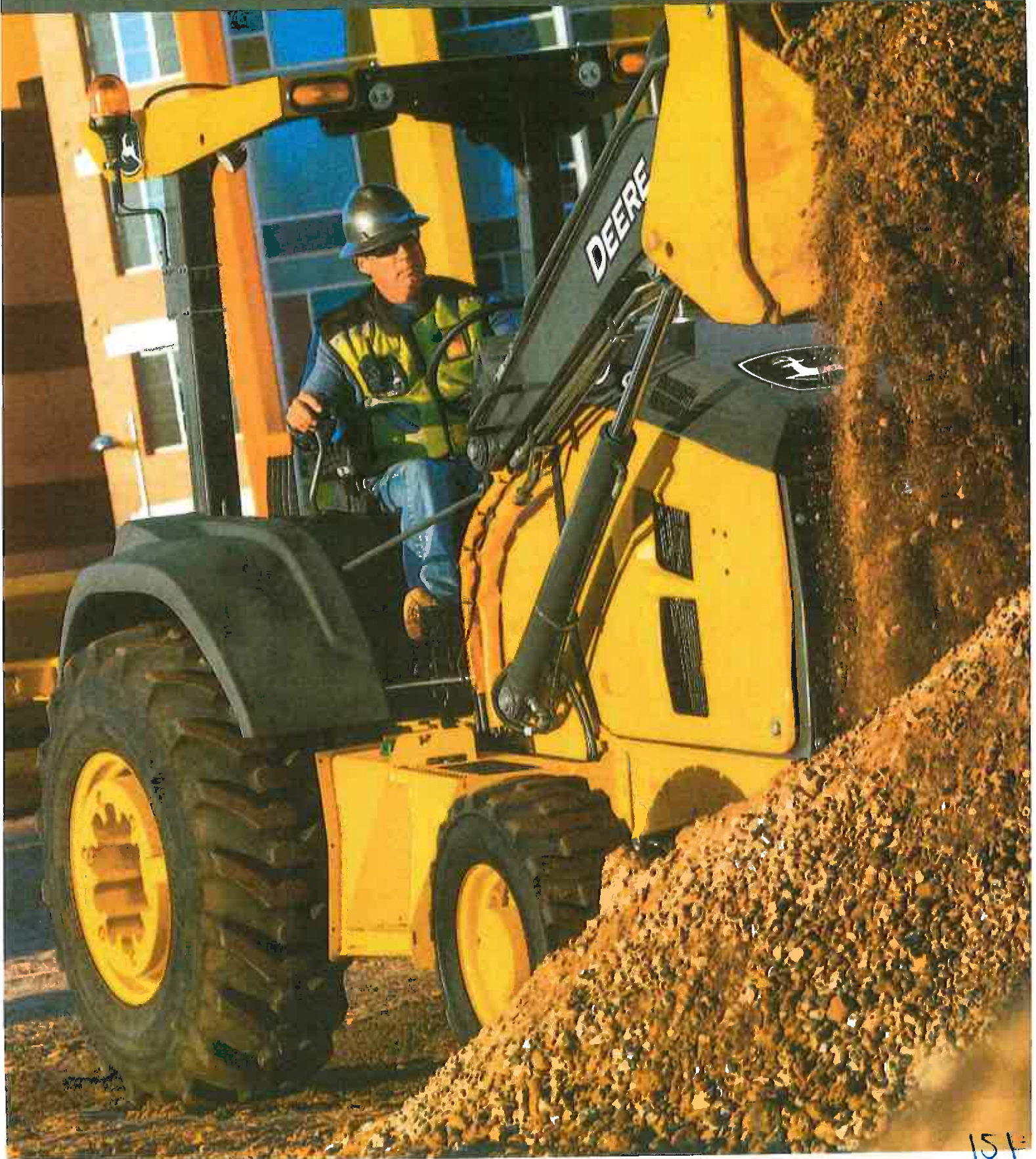
**SALES ADMINISTRATOR MUST SUBMIT COMPLETED FORM WITH SETTLEMENT PAPERWORK.**

# 210 G



JOHN DEERE

## Tractor Loader







210 G-TIER TRACTOR LOADER

## INDUSTRIAL-STRENGTH BUSINESS MODEL

For years, the John Deere "skip" loader has been popular on the West Coast. Its go-anywhere grading ability and operating ease have helped make this "secret weapon" one of the worst-kept secrets in the business. With its outstanding versatility and durability, our 210 G-Tier Tractor Loader is more than just a great grading machine. Packed with customer-inspired innovations and purpose built for unique applications, this tenacious taskmaster is designed to fit within your budget and on a wide range of jobsites. Equip yours with a multipurpose bucket or multitude of other attachments to find out why it's catching on just about everywhere.





## FEATURES

### Go for it

Mechanical-front-wheel drive (MFWD) and differential lock can be engaged on the go to supply extra traction in poor underfoot conditions or for moving heavy loads. Optional limited-slip front axle delivers 65 percent of available power to the tire with the best traction for true all-wheel-drive pulling power.

### Dependable engine technology

You can trust the reliability, performance, and fuel efficiency of the proven Yanmar 3.3L engine. This EPA Interim Tier 4 (IT4)-equivalent diesel complies with Final Tier 4 (FT4) emissions regulations without the need for aftertreatment components, minimizing machine complexity and the number of parts needed to maintain your fleet.

### Make the grade

Factory-installed Grade-Control-Ready option enables operators to complete finish grading faster, easier, and with greater accuracy. The package includes the base components needed for using a 2D or 3D grade-technology system to control box-blade lift and tilt cylinders. The machine is then completed with a dealer-supplied technology finishing kit of your choice. For less complex grading, an entry-level grade-indication option provides the operator with machine roll and pitch with  $\pm 0.5$ -percent accuracy.

### Positioned for productivity

Hitch design makes it easy to position the box blade over the pile, boosting versatility and productivity. Integral three-point hitch accommodates a variety of Category 2 tools such as disks, mowers, blades, and box scrapers.



RELIABLE

+



SIMPLE TO  
SERVICE

## FIND YOUR FIT



### LEADING EDGE

Premium edge with innovative technology



### EXCEPTIONAL PERFORMANCE

Advanced features and performance



### RUGGED AND RELIABLE

Proven capabilities and value



### Enjoy the ride

Optional ride control reduces tire flexing over rough terrain with a loaded bucket, reducing material spillage and improving machine ride to boost operator comfort and efficiency.

### Comfortable and in control

Including customer-inspired features such as 70-degree seat rotation and an ergonomic loader grip, the 210 G-Tier operator station sets the standard for ease of control and operation. Equipped with either a standard canopy or an optional four-season air-conditioned/heated cab, comfort and productivity are front and center.

### Get a grip

"Palm-on-top" loader-control grip is convenient and easy to use. Optional control of auxiliary proportional roller and momentary mechanical-front-wheel drive (MFWD) is at your fingertips.

### Smooth operator

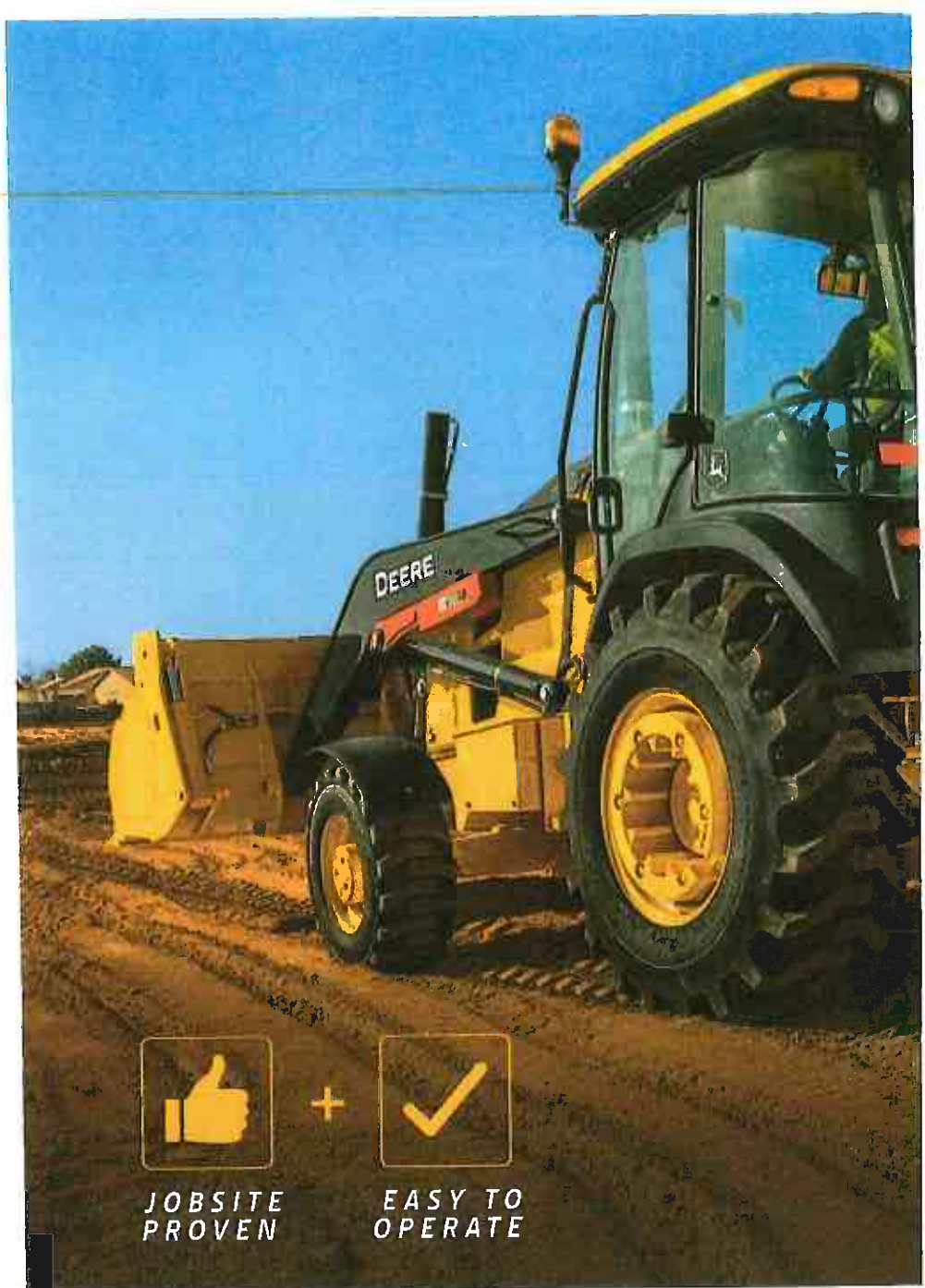
Exclusive PowerShift™ transmission allows smooth no-clutch fingertip shifting and direction changes, for fast work cycles.

### Tough enough

Large-diameter hitch and tilt cylinder pins reinforce durability, for long life. Optional transmission guard provides more protection from stones, stumps, and debris, while preventing material accumulation when backing over the pile.

### Take a side

Two-position tilt hood enables same-side ground-level access to engine and transmission dipsticks, engine-oil fill, fuel and air filters, and coolant reservoir. Fuel fill is also conveniently close.



JOBSITE  
PROVEN

+

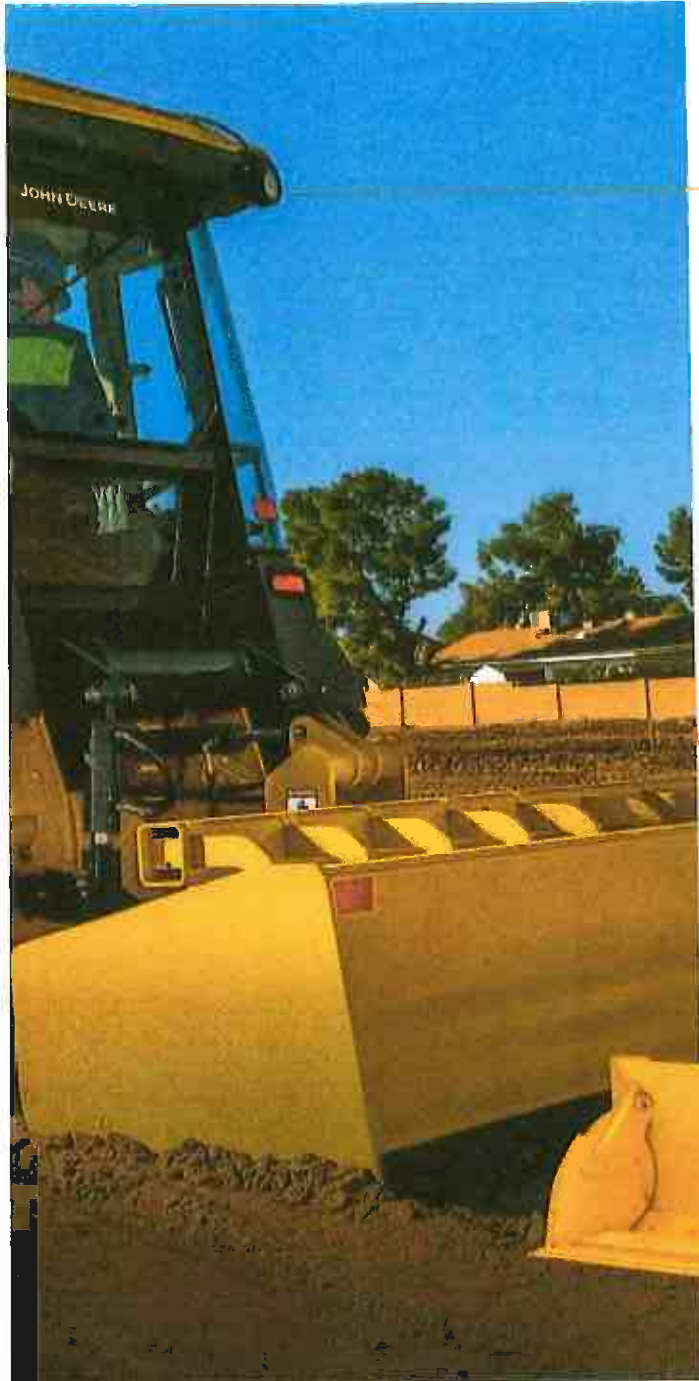


EASY TO  
OPERATE





## 210 G-TIER TRACTOR LOADER



### Precision Construction

From grade management and obstacle detection to product automation features and jobsite intelligence, this suite of construction technology delivers productivity solutions to help you get more done, more efficiently.

John Deere construction equipment comes with In-base connectivity – free from subscriptions or annual renewals. Analyze critical machine data, track utilization, review diagnostic alerts, and more from **the John Deere Operations Center™**. The Operations Center also enables **John Deere Connected Support™**, which uses data from thousands of connected machines to proactively address issues before they arise. Your dealer can also remotely monitor machine health, diagnose problems, and even update machine software without a trip to the jobsite.\*

\*Availability varies by region and product. Options not available in every country.

# 210

# G

## 210 G-TIER TRACTOR LOADER SPECIFICATIONS

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Engine		210 G-TIER	
Manufacturer and Model	Yanmar 4TNV98CT turbocharged		
Non-Road Emission Standard	EPA Interim Tier 4 (IT4) equivalent, EPA Final Tier 4 (FT4) compliant		
Displacement	3.3 L (203 cu. in.)		
Gross Peak Power	53 kW (72 hp) at 2,100 rpm		
Power Ratings			
Net Peak Power (ISO 9249)	52 kW (69 hp) at 2,100 rpm		
Net Peak Torque (ISO 9249)	272 Nm (200 lb.-ft.) at 1,800 rpm		
Net Torque Rise	29%		
Lubrication	Pressure system with spin-on filter and cooler		
Air Cleaner	Dual-stage dry type with safety element and evacuator valve		
Cooling			
Fan Type	Viscous variable-rate (temperature controlled) cooling fan standard		
Engine Coolant Rating	-40 deg. C (-40 deg. F)		
Engine Oil Cooler	Oil to water		
Powertrain			
Transmission	4-speed, helical-cut gears, full PowerShift™ transmission with hydraulic reverser standard; electric clutch cutoff on loader lever		
Torque Converter	Single stage, dual phase with 2.63:1 stall ratio, 280 mm (11 in.)		
Maximum Travel Speeds With Standard PowerShift Transmission, Measured With 16.9L-24 Rear Tires		<i>Forward</i>	<i>Reverse</i>
Gear 1		5.2 km/h (3.2 mph)	6.7 km/h (4.2 mph)
Gear 2		9.7 km/h (6.0 mph)	12.2 km/h (7.6 mph)
Gear 3		19.9 km/h (12.4 mph)	—
Gear 4		36.2 km/h (22.5 mph)	—
Axles			
Axle Oscillation, Stop to Stop, Front Axle	22 deg.		
Axle Ratings		<i>Front</i>	<i>Rear</i>
SAE J43		5000 kg (11,000 lb.)	6000 kg (13,200 lb.)
Dynamic		9000 kg (19,800 lb.)	10 000 kg (22,000 lb.)
Static		23 500 kg (51,800 lb.)	26 500 kg (58,400 lb.)
Ultimate		37 000 kg (81,600 lb.)	39 500 kg (87,100 lb.)
Differentials			
Mechanical-Front-Wheel-Drive (MFWD) Axle	Open – standard; automatic, limited-slip traction control – custom or optional		
Rear Axle	Foot actuated, hydraulically engaged 100% mechanical lock		
Steering (ISO 5010)			
Axle	<i>MFWD</i>		
Curb-Turning Radius			
With Brakes	3.46 m (11 ft. 4 in.)		
Without Brakes	3.96 m (13 ft. 0 in.)		
Bucket-Clearance Circle			
With Brakes	9.87 m (32 ft. 5 in.)		
Without Brakes	10.61 m (34 ft. 10 in.)		
Steering Wheel Turns (lock to lock)	2.7		
MFWD and Rear Axle	Heavy duty, outboard planetary final drives distribute shock loads over 3 gears		
Brakes (ISO 3450)			
Service	Power assisted, hydraulic wet disc, mounted inboard, self-adjusting and self-equalizing		
Parking	Spring applied, hydraulically released, wet, multi-disc, independent of service brakes with electric switch control		
Hydraulics			
Main Pump	Open-center system; axial-piston pump with electronic-displacement control		
Pump Flow			
Hitch	45 L/m (12.0 gpm)		
Loader	93 L/m (24.5 gpm)		
System Relief Pressure	22 063 kPa (3,200 psi)		



## 210 G-TIER TRACTOR LOADER SPECIFICATIONS

# 210

# G

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

### Hydraulics (continued)

### 210 G-TIER

#### Hitch Hydraulic Cycle Time

Hitch Raise (full stroke)	1.7 sec.
Hitch Lower (to ground level)	1.2 sec.
Pitch Down	1.8 sec.
Pitch Up	2.1 sec.
Tilt Up	1.6 sec.
Tilt Down	1.2 sec.

#### Loader Hydraulic Cycle Time

Boom Raise to Full Height	4.7 sec.
Bucket Dump at Maximum Height	2.4 sec.
Boom Lower (power down)	2.4 sec.

#### Controls

Hitch	4-lever, single tilt cylinder; 5-lever dual tilt (includes auxiliary) optional
Loader	Single-lever loader/bucket control with electric clutch cutoff switch; separate-lever loader auxiliary function optional; single-lever loader/auxiliary with metered roller switch for auxiliary optional

### Cylinders

Heat-treated, chrome-plated, polished rods; hardened steel (replaceable bushings) pivot pins

	Bore	Rod Diameter	Stroke
Loader Boom (2)	80.0 mm (3.15 in.)	50.0 mm (1.97 in.)	790.0 mm (31.10 in.)
Loader Bucket (1)	90.0 mm (3.54 in.)	50.0 mm (1.97 in.)	744.0 mm (29.29 in.)
Hitch Lift (1)	80.0 mm (3.15 in.)	50.0 mm (1.97 in.)	254.0 mm (10.00 in.)
Hitch Pitch (1)	63.5 mm (2.50 in.)	31.8 mm (1.25 in.)	196.9 mm (7.75 in.)
Hitch Tilt (1 or 2)	76.2 mm (3.00 in.)	50.8 mm (2.00 in.)	120.7 mm (4.75 in.)
MFWD (1)	65.0 mm (2.56 in.)	40.0 mm (1.57 in.)	216.2 mm (8.51 in.)

### Electrical

Voltage	12 volt
Alternator Rating	130 amp with canopy or cab
Lights	<b>Canopy:</b> 2 halogen front or 4 optional halogen (rear and front; 32,500 candlepower each); turn signals and flashers (2 front and 2 rear); stop- and taillights, 2 front amber reflectors, and 2 rear reflectors; 6 LED light option (2 front, 2 side, and 2 rear); <b>Cab:</b> 4 halogen (rear and front), turn signals and flashers (2 front and 2 rear); stop- and taillights, 2 front amber reflectors, and 2 rear reflectors

### Operator Station

Type (ISO 3471)	<b>Standard canopy:</b> solid-mounted ROPS/FOPS, left access, with 2-post ROPS and steel roof / <b>optional cab:</b> isolation-mounted ROPS/FOPS, left access, with molded roof and standard HVAC	
Seat Rotation	<i>Standard</i>	<i>Optional</i>
Left	10 deg.	20 deg.
Right	40 deg.	50 deg.

### Tires/Wheels

With MFWD	<i>Front</i> 12X16.5 12 PR R4, XD2010	<i>Rear</i> 16.9-24 R4, 8-ply Galaxy
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### Serviceability

#### Refill Capacities

Cooling System	
Cab	19.3 L (20.4 qt.)
Canopy	17.4 L (18.4 qt.)
Rear Axle	18 L (19 qt.)
Engine Oil (including vertical spin-on filter)	10.5 L (11.1 qt.)
Torque Converter and Transmission	15.1 L (16 qt.)
Fuel Tank (with ground-level fueling)	117.3 L (31 gal.)
Hydraulic System	111.7 L (29.5 gal.)
Hydraulic Reservoir	42.7 L (11.3 gal.)
MFWD Housing	
Axle	6.5 L (6.9 qt.)
Planetary (each)	0.9 L (1 qt.)

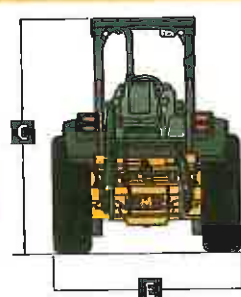
# 210 G-TIER

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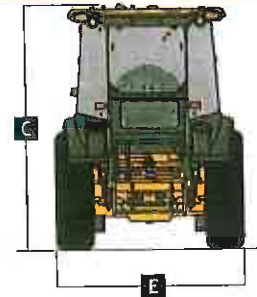
Operating Weights	210 G-TIER
With Full Fuel Tank, 75-kg (165 lb.) Operator, Canopy, and Standard Equipment	5334 kg (11,760 lb.)
Typical With Canopy, 454-kg (1,000 lb.) Wheel Weights, and 2134-mm (84 in.) Box Blade	6468 kg (14,259 lb.)
<b>Optional Components</b>	
Cab (weight difference between canopy and cab)	63 kg (139 lb.)
Box Blade	
2134 mm (84 in.)	680 kg (1,499 lb.)
2235 mm (88 in.)	696 kg (1,534 lb.)
Wheel Weights	454 kg (1,000 lb.)
Hitch Weights	318 kg (700 lb.) / 680 kg (1,500 lb.)
Front Loader Coupler	125 kg (276 lb.)

Overall Dimensions	
A Ground Clearance, Minimum	262 mm (10.3 in.)
B Overall Length, Transport (without box blade)	5.31 m (17 ft. 5 in.)
C Transport Height	
Canopy	2.62 m (8 ft. 7 in.)
Cab	2.64 m (8 ft. 8 in.)
D Length From Axle to Axle (MFWD axle)	2.19 m (7 ft. 2 in.)
E Width Over Tires	2.20 m (7 ft. 3 in.)

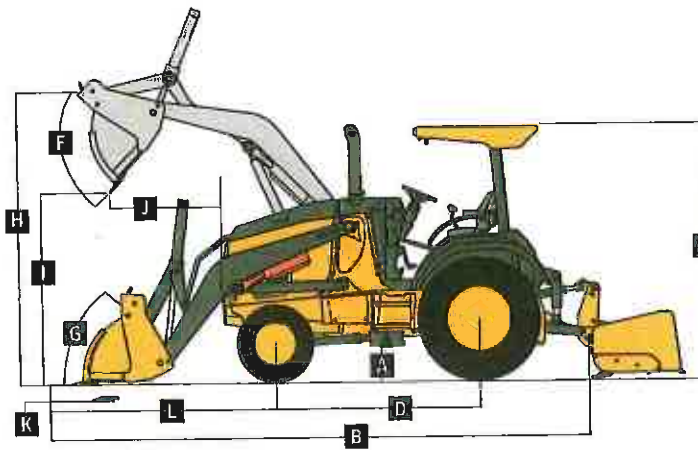
3-Point Hitch Dimensions and Performance	
Hitch Downforce (excluding attachment weight)	8 kN (1,790 lb.)
Lift Capacity, Static at Lower Link	3914 kg (8,629 lb.)
Lower Hitch Point Height	
Maximum	780 mm (30.7 in.)
Minimum	213 mm (8.4 in.)



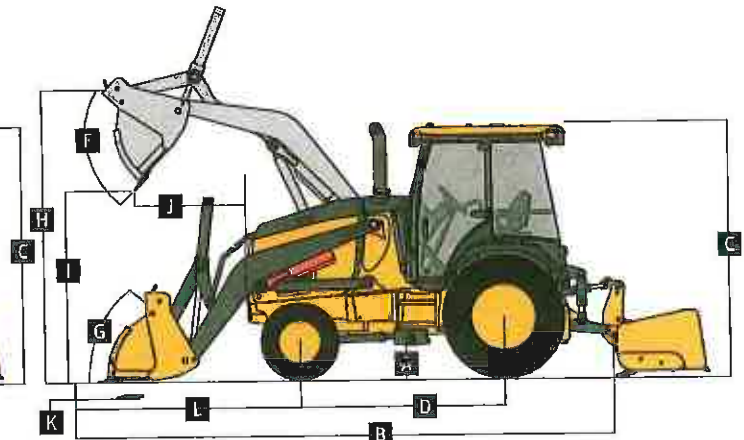
210 G-Tier With Canopy



210 G-Tier With Cab



210 G-Tier Tractor Loader With Canopy



210 G-Tier Tractor Loader With Cab

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## 210 G-TIER

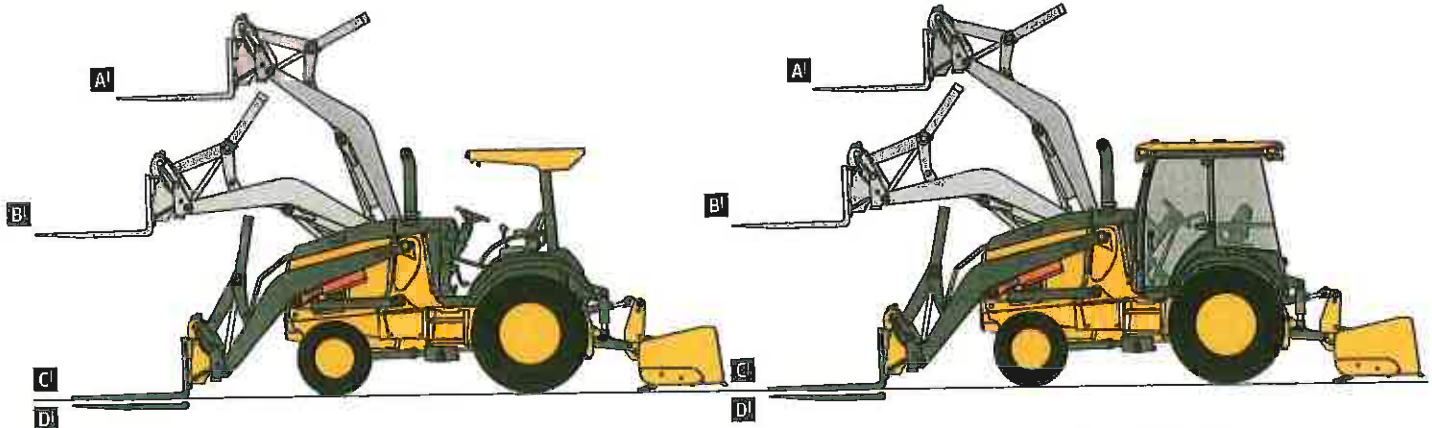
### Loader Dimensions and Performance

### 210 G-TIER

F	Bucket Dump Angle, Maximum	45 deg.		
G	Rollback Angle at Ground Level	40 deg.		
	<b>Bucket</b>		<i>Multipurpose</i>	<i>Heavy-duty coupler</i>
	Capacity	0.86 m <sup>3</sup> (1.12 cu. yd.)	0.96 m <sup>3</sup> (1.25 cu. yd.)	1.00 m <sup>3</sup> (1.31 cu. yd.)
	Width	2184 mm (86 in.)	2184 mm (86 in.)	2346 mm (92 in.)
	Weight	390 kg (860 lb.)	794 kg (1,750 lb.)	480 kg (1,058 lb.)
	Breakout Force (with wheel weights and box blade)	42.3 kN (9,521 lb.)	36.7 kN (8,245 lb.)	39.3 kN (8,824 lb.)
	Lift Capacity, Full Height (with wheel weights and box blade)	2876 kg (6,340 lb.)	2529 kg (5,575 lb.)	2,641 kg (5,822 lb.)
H	Height to Bucket Hinge Pin, Maximum	3.36 m (11 ft. 0 in.)	3.36 m (11 ft. 0 in.)	3.36 m (11 ft. 0 in.)
I	Dump Clearance, Bucket at 45 deg.	2.66 m (8 ft. 9 in.)	2.56 m (8 ft. 5 in.)	2.55 m (8 ft. 4 in.)
J	Reach at Full Height, Bucket at 45 deg.	765 mm (30.1 in.)	803 mm (31.6 in.)	902 mm (35.5 in.)
K	Digging Depth Below Ground, Bucket Level	197 mm (7.8 in.)	238 mm (9.4 in.)	189 mm (7.5 in.)
L	Length From Front Axle Centerline to Bucket Cutting Edge	2.04 m (6 ft. 8 in.)	2.16 m (7 ft. 1 in.)	2.19 m (7 ft. 2 in.)

### Lift Capacity With Quick-Coupler Forks

	1219-mm (48 in.) Tines	1524-mm (60 in.) Tines
Hydraulic Capacity		
A <sup>1</sup>	1664 kg (3,668 lb.)	1548 kg (3,413 lb.)
B <sup>1</sup>	2667 kg (5,880 lb.)	2508 kg (5,529 lb.)
C <sup>1</sup>	3374 kg (7,438 lb.)	3184 kg (7,019 lb.)
D <sup>1</sup>	312 mm (12.3 in.)	312 mm (12.3 in.)
Rated Capacity of Tines	3900 kg (8,598 lb.)	3900 kg (8,598 lb.)
Rated Load per SAE J1197		



210 G-Tier Tractor Loader With Canopy

210 G-Tier Tractor Loader With Cab

# Additional equipment

Key: ● Standard ▲ Optional or special

See your John Deere dealer for further information.

## 210 G Engine

- Vertical spin-on engine oil filter
- Vertical spin-on fuel filter with water separator
- Coolant recovery tank
- Serpentine belt with automatic belt tensioner
- Oil-to-water engine oil cooler
- Antifreeze, -37 deg. C (-34 deg. F)
- Dual-element dry-type air cleaner
- Enclosed safety fan guard
- Fold-out, hinged cooling system
- Viscous variable-rate cooling fan
- High ambient temperature engine cooling
- Muffler, under hood with curved-end exhaust stack
- Glow plugs
- ▲ Electric engine coolant heater, 1,000 watts
- Electronic fuel lift pump

## Powertrain

- PowerShift™ transmission: Torque converter with twist-grip Transmission Control Lever (TCL) and neutral safety switch interlock (1st through 4th gears)
- Transmission oil cooler
- Vertical spin-on transmission filter
- Differential lock, electric foot actuated
- Power-assisted hydraulic service brakes (conform to ISO 3450): Inboard, wet multi-disc, self-adjusting and self-equalizing

## 210 G Powertrain (continued)

- Parking/emergency brake with electric switch control (conforms to ISO 3450): Spring applied, hydraulically released wet multi-disc / Independent of service brakes
- Mechanical-front-wheel drive (MFWD), standard differential, sealed axle
- ▲ MFWD, limited slip, sealed axle
- ▲ Transmission guard
- ▲ MFWD driveshaft guard

## Category II 3-Point Hitch

- Integral Category II
- 4th-function sectional hydraulic valve, 4th-function auxiliary with capped hoses
- ▲ 5th-function hitch valve with control lever, dual-tilt cylinder

## Loader

- Hydraulic self-leveling
- Return-to-dig feature
- Bucket-level indicator
- Loader boom service lock
- ▲ Auxiliary loader hydraulics with single control lever with electrohydraulic auxiliary control (MFWD and clutch disconnect)
- Palm-on-top loader control; single-button clutch disconnect
- ▲ Palm-on-top loader control; 3-function fingertip control (clutch disconnect, MFWD, and proportional auxiliary roller)
- ▲ Ride control

## 210 G Hydraulic System

- 93-L/m (24.5 gpm) rated flow, loader pump
- 45-L/m (12.0 gpm) rated flow, hitch pump
- Independent hydraulic reservoir
- Independent hydraulic oil cooler
- "O"-ring face-seal connectors
- ▲ Grade-Control Ready
- ▲ Grade indication

## Electrical

- 12-volt system
- 130-amp alternator (canopy or cab)
- Single battery with 175-min. reserve capacity and 950 CCA
- ▲ Dual batteries with 350-min. reserve capacity and 1,900 CCA
- Positive terminal battery cover
- Blade-type multi-fused circuits
- By-pass start safety cover on starter
- ▲ Battery disconnect

## Lights

- For cab and canopy: Front driving/working halogen (2) / Turn signal/flashing lights (2) / Rear stop and taillights (2) / Rear reflectors (2)
- ▲ Deluxe electrical package for canopy: Front worklights (2), rear worklights (2), 12-volt outlets (2), and battery-disconnect switch
- ▲ Premium LED lighting package for canopy: Front worklights (2), rear worklights (2), side worklights (2), 12-volt outlets (2), and battery-disconnect switch

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Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions specified per ISO 9249. No derating is required up to 1500-m (5,000 ft.) altitude. Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with SAE and/or ISO standards. Except where otherwise noted, these specifications are based on a unit with 16.9-24 R4, 8-ply Galaxy rear tires, 12X16.5 12 PR R4, XD2010 front tires, 0.86-m<sup>3</sup> (11.12 cu. yd.) loader bucket, full fuel tank, and 75-kg (165 lb.) operator.

# Additional equipment *(continued)*

Key: ● Standard ▲ Optional or special

See your John Deere dealer for further information.

## 210 G Operator's Station

- Canopy: 2-post, ROPS/FOPS (Level 1 / meets ISO 3471/SAE J1040), steel roof
- ▲ Cab: ROPS/FOPS (Level 1 / meets ISO 3471/SAE J1040), air conditioning (7.6-kW [26,000 Btu/h] output and CFC-free R-134a refrigerant), headliner, dome light, tinted safety glass, deluxe interior trim, molded floor mats, left cab door, right emergency egress, front windshield wiper, front windshield washer, heater/defroster/pressurizer (11.7-kW [40,000 Btu/h] heater), 12-volt outlets (2), rear working lights (2), and 50-deg. (10 left, 40 right) rotating mechanical-suspension cloth seat
- Electric monitor system with audible and/or visual warning: Service code / Air cleaner restriction / Low alternator voltage / Engine coolant temperature / Engine oil pressure / Hydraulic filter restriction / Park brake on/off / Seat belt / Transmission oil temperature / Hour meter / Engine rpm / System voltage / Job timer / Machine information
- Engine coolant temperature gauge and fuel gauge
- Left front access
- Slip-resistant steps and ergonomically located handholds
- Built-in Operator's Manual storage compartment with manual

## 210 G Operator's Station *(continued)*

- Interior rearview mirror
- Foot throttle
- ▲ Hand throttle
- Horn
- Key start switch with electric fuel shutoff
- Suspension vinyl seat, 50-deg. (10 left, 40 right) rotating with flip-up armrests, backrest angle adjustment, swivel base, and 76-mm (3 in.) retractable seat belt
- ▲ Non-suspension vinyl seat, 50-deg. (10 left, 40 right) rotating with flip-up armrests and 76-mm (3 in.) retractable seat belt
- ▲ Suspension cloth fabric seat, 50-deg. (10 left, 40 right) rotating with flip-up armrests, backrest angle adjustment, swivel base, and 76-mm (3 in.) retractable seat belt (for use with optional cab)
- ▲ Enhanced mechanical suspension seat, 70-deg. (20 left, 50 right) rotating with flip-up armrests and tilt steering

### Loader Buckets

- Less bucket, with bucket pins
- ▲ General-purpose bucket with cutting edge and skid plates
- ▲ Heavy-duty bucket
- ▲ Multipurpose bucket with cutting edge and skid plates
- ▲ Loader coupler

## 210 G Box Blade

- ▲ 2134-mm (84 in.) heavy-duty with hydraulically actuated ripper bar and replaceable router bits
- ▲ 2235-mm (88 in.) heavy-duty with hydraulically actuated ripper bar and replaceable router bits

### Overall Vehicle

- 1-piece unitized construction mainframe
- Vehicle tie-downs (2 front and 2 rear)
- Vandal protection for instrument panel, access doors, fuel tank, and hydraulic reservoir
- Reverse warning alarm
- ▲ Rear-hitch counterweight (318 kg [700 lb.] and 680 kg [1,500 lb.])
- ▲ Wheel weights
- ▲ Drawbar, fixed single position
- ▲ Machine security
- ▲ Tilt steering
- ▲ French language kit
- ▲ Spanish language kit
- ▲ JDLink™ wireless communication system (available in specific countries; see your dealer for details)

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SAFETY  
FIRST  
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**JOHN DEERE**





# SALES AGREEMENT

DATE Jun 06, 2023

PETERSON MACHINERY CO. 5450 NE Five Oaks Dr. Hillsboro, Oregon 97124 Tel: (503) 288-6411 Fax: (510) 352-4570

PURCHASER	PORT OF BROOKINGS - HARBOR			<SAME>
STREET ADDRESS	PO BOX 848			
CITY/STATE	BROOKINGS, OR	COUNTY	CURRY	
POSTAL CODE	97415	PHONE NO.	541 469 2218	
EQUIPMENT	-PHONE NO.			
PRODUCT SUPPORT	-PHONE NO.			
INDUSTRY CODE:	SPECIAL TRADES (280 )	PRINCIPAL WORK CODE		F.O.B. AT: Medford

CUSTOMER NUMBER	4799830	Sales Tax Exemption # (if applicable)	N/A	CUSTOMER PO NUMBER	
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PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON CAT CARD	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/> Cat FISC <input type="checkbox"/> LEASE
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	INTEREST RATE	0
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 415IL	YEAR: TBA	
STOCK NUMBER: PT01229	SERIAL NUMBER: 0H6L00635		
415 07A II BACKHOE LOADER	542-8000	WORKLIGHTS (4) HALOGEN LAMPS	41
LANE 2 ORDER	0P-9002	HYDRAULICS, MP, 3FCN/SBKN	51
PACK, DOMESTIC TRUCK	0P-0210	CANOPY	51
SEAT BELT, 3" SUSPENSION	206-1748	RIDE CONTROL	51
BUCKET-MP, 1.3 YD3, PO	337-7436	PRODUCT LINK, CELLULAR, PLE643	51
COUNTERWEIGHT, 530 LBS	337-9695	INSTRUCTIONS, ANSI	51
MIRRORS, EXTERNAL, BOTH SIDES	382-2499	CUTTING EDGE, TWO PIECE	9
SERIALIZED TECHNICAL MEDIA KIT	421-8926	415IL LANE 2 ZCON	6
SHIPPING/STORAGE PROTECTION	461-6839		
BOX, BLADE/SCARIFIER	461-9717		
RUST PREVENTATIVE APPLICATOR	462-1033		
HITCH 3 POINT	462-5281		
COUNTERWEIGHT, 198 LBS	463-6939		
TIRES, 12.5 80/16.9-24, GY/TT	464-9639		
KIT, DUAL TILT CYLINDER	470-5247		

Peterson (CAT 415)

TRADE-IN EQUIPMENT				SELL PRICE	
MODEL:	YEAR:	SN:		\$144,600.00	
PAYOUT TO:	AMOUNT:	PAID BY:		SOURCE WELL DISCOUNT 22% OF LIST	(\$31,812.00)
MODEL:	YEAR:	SN:		HAUL TO BROOKINGS / PDI	\$3,225.00
PAYOUT TO:	AMOUNT:	PAID BY:		NET BALANCE DUE	\$116,013.00
MODEL:	YEAR:	SN:		AFTER TAX BALANCE	\$116,013.00
PAYOUT TO:	AMOUNT:	PAID BY:			
MODEL:	YEAR:	SN:			
PAYOUT TO:	AMOUNT:	PAID BY:			

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL
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CATERPILLAR EQUIPMENT WARRANTY It is understood that no other warranties of any kind, whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, are or have been made or authorized by PETERSON with respect to any machinery, EQUIPMENT or other products described herein unless endorsed herein and signed by the parties hereto. No adjustments, repairs or replacements of any items sold hereunder, or assistance given by seller to buyer in connection with same, shall be deemed to be a waiver of any of the provisions of the aforesaid warranty. Below lists Warranty applicable for Sold EQUIPMENT including expiration date.

Warranty applicable including expiration date where necessary:

12 Month, Unlimited Hours

60 month 3000 hour Powertrain & Hydraulic plus Tech

All used equipment is sold as is where is and no warranty is offered or implied except as specified here:

Warranty applicable:

CSA: \_\_\_\_\_

NOTES: \_\_\_\_\_

ADDITIONAL TERMS: THE UNDERSIGNED PURCHASER (IF MORE THAN ONE, JOINTLY AND SEVERALLY) HAVING BEEN QUOTED BOTH A TIME AND A CASH PRICE, HEREBY PURCHASES AND UNDERSIGNED SELLER HEREBY SELLS, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON BOTH SIDES HEREOF, THE ABOVE DESCRIBED EQUIPMENT, HEREIN FURTHER CALLED THE COLLATERAL. THE TERMS AND CONDITIONS HEREIN SET FORTH INCLUDING ALL TERMS AND CONDITIONS SET FORTH ON THE BACK HEREOF WHICH ARE HEREBY INCORPORATED HEREIN ARE AGREED TO BY PURCHASER AND SELLER AND PURCHASER ACKNOWLEDGES THAT HE HAS FULLY READ THIS AGREEMENT, BOTH FRONT AND BACK PAGES, AND ASSENTS TO ALL OF ITS TERMS AND CONDITIONS

ORDER RECEIVED BY	Peterson	APPROVED AND ACCEPTED ON	PURCHASER
	Crosier, Brett		PORT OF BROOKINGS - HARBOR
	REPRESENTATIVE		PURCHASER
BY		SIGNATURE	
			TITLE



### DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](#) ( "DGS" ), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notice/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat@ Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](#) document (the "RSP Document" ) The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess?\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#) . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company (Print)

\_\_\_\_\_  
Company Representative (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

<b>FOR DEALER USE ONLY</b>
<b>Company UCID</b>
<b>Company Representative CWS ID</b>
<b>Main Store Dealer Code</b>
<b>Dealer Representative Name</b>
<b>Dealer Representative CWS ID</b>

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## TERMS AND CONDITIONS

1. The seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order when accepted by seller shall become a binding contract but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, epidemic, pandemic or other natural disasters, government action or any other causes beyond the control of the seller or otherwise affecting the supply chain, whether the same as or different from the matters and things hereinbefore specifically enumerated; and any of said causes shall absolutely absolve the seller from any liability to the purchaser under the terms hereof.
3. This order when accepted by seller shall be further subject to such changes in price, terms, delivery date, delivery priorities, and other conditions varying from the terms hereof as may be current when the within ordered machinery, equipment, attachments, and parts are ready for delivery. Purchaser shall be responsible for payment of all applicable fees, taxes and charges arising from or related to the purchase and sale of the equipment and goods described on the reverse side hereof, including, without limitation, any and all sales tax, use tax, surcharges, pass through charges (including state corporate activity taxes), environmental fees and service fees, along with any interest, finance charges or administrative fees that may accrue if and as a result of purchaser's failure to timely and/or properly pay amounts owing from purchaser when due.
4. It is understood and agreed that title to and right of possession of said equipment shall remain vested in seller until obligations of purchaser hereunder and payment of all other sums which may be due or are to become due from purchase to seller, whether evidenced by notes, book account, judgment, or otherwise, shall have been fully paid at which time ownership shall pass to the purchaser.
5. The seller's responsibility for shipments ceases upon delivery to a transportation company; and any claims for shortages, delays, or damages occurring thereafter shall be made by the purchaser directly to the transportation company. Any claims against the seller for shortages in shipments shall be made within fifteen days after receipt of shipment.
6. The purchaser agrees that this order shall not be countermanded by purchaser, that when it is accepted (and until the execution and delivery of the contract or contracts and note or notes required to consummate the sale as above specified), it will cover all agreements between the parties relative to this transaction, and that the seller is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein.
7. When the machines necessary to fill this order are available, the purchaser agrees on demand to execute and deliver to the seller such notes and contracts as may be required by the seller to evidence the transaction. In the event that the purchaser fails to execute and deliver said notes and contracts to the seller, the entire balance of the purchase price shall at the seller's option become immediately due and payable.
7. **EQUIPMENT MANAGEMENT ELECTRONIC DATA / PRIVACY NOTICE.** For EQUIPMENT equipped with Product Link™ and Vision Link™, CUSTOMER understands that data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates ("Caterpillar"), and or its dealers to better serve CUSTOMER and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure as Caterpillar recognizes and respects CUSTOMER's privacy. Information regarding Caterpillar's data governance and the remote services that may be a part of the EQUIPMENT, can be found at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html> and [https://www.cat.com/en\\_US/support/technologysolutionsnew/remoteservicesprocess.html](https://www.cat.com/en_US/support/technologysolutionsnew/remoteservicesprocess.html) as applicable, or by contacting Caterpillar at [CatConnectSupport@cat.com](mailto:CatConnectSupport@cat.com). CUSTOMER acknowledges, understands and agrees that any questions or requests for information regarding ongoing collection of data and information by Caterpillar or its participation in Caterpillar Remote Services, including any questions or requests to opt out of such processes or programs should be directed to Caterpillar at the email listed above. By executing this Agreement, CUSTOMER understands these disclosures and agrees to allow this data to be accessed by Caterpillar and/or its dealers.
8. The seller shall not be held liable or responsible for any costs or expenses or for any damages on account of personal injuries or injuries to property or otherwise, suffered or sustained in the operation of any machinery or equipment, the subject of this order, nor for any damages alleged to result to purchaser by reason of any delays or alleged failure of said machinery or equipment to operate.
9. The purchaser agrees that damages arising from failure to consummate the sale contemplated by this agreement may be difficult to measure and that a reasonable measure of damages will be the difference between the price set forth herein and the amount for which the equipment can be sold to another party, plus any costs, charges, and related expenses that may be incurred by the seller to hold, store, and maintain the equipment until a sale can be made.
10. Purchaser and seller agree that in the event it becomes necessary to undertake legal action to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. "It is agreed by and between the customer and Peterson that all disputes and matters whatsoever arising under, in connection, or incident to this agreement shall be litigated, if at all, in or before a Court located in the State of incorporation of the seller to the exclusion of the Courts of any other state or country."
11. Should this order pertain to any used machinery or equipment, the following additional terms shall apply:
  - (a) Seller makes no representation as to the quality or functionality of such used machinery and equipment which is being sold "AS-IS".
  - (b) Seller makes no recommendations as to the use of equipment by Buyer.
  - (c) Buyer agrees that all equipment is purchased solely at risk of Buyer.
  - (d) Buyer hereby releases, discharges, and covenants not to sue Seller and will hold Seller free and harmless from all liability, claims, demands, losses, damages and costs ("claims") caused or alleged to be caused in whole or in part by the equipment purchased. Buyer further agrees that if any claim is made against Seller, Buyer will defend, indemnify, save, and hold harmless Seller from any and all loss, liability, damages, or costs which may be incurred as the result of such claim(s).





# Cat® 415 IL

## INDUSTRIAL LOADER

The Cat® 415 IL Industrial Loader delivers great performance, improved fuel efficiency, and a superior hydraulic system. The 415 IL features the following:

- **Ergonomic Operator Station** – Ample legroom inside the cab makes rotating the seat simple. The Adjustable Mechanical Suspension seat provides comfort to the operator while loading.
- **Complete Machine Control** – The Cat Industrial Loader offers dual differential lock control. In adverse conditions, the operator has the option of engaging the differential lock from the floor mounted pedal or by using the push button on the loader joystick.
- **Superior Blade Controls** – The Cat Industrial Loader offers finger lever pilot controls that require less operator effort. The 415 IL comes standard with a five function hydraulic valve for increased versatility.
- **Machine Performance** – The proven Cat C3.6 engine delivers solid performance, meets U.S. EPA Tier 4 Final/EU Stage V emission standards, and requires no diesel exhaust fluid (DEF).
- **Machine Versatility** – The all new Integrated Tool Carrier (IT Coupler) for Single Tilt Loader Arm configurations are available from the factory or for simple field installation. The Cat Industrial Loader with Integrated Tool Carrier (IT Coupler) will be the most versatile machine on the job site providing quick connection to a variety of Cat Attachments.
- **Cat Attachments** – A large portfolio of Attachments, including but not limited to assorted Buckets, Brooms, Snow Pushes and Brooms are for field installation.

## Specifications

### Engine

Engine Model	Cat C3.6	
Gross Power		
SAE J1995	56 kW	75 hp
ISO 14396	55 kW	74 hp
Rated Net Power @ 2,200 rpm		
SAE J1349	52 kW	69 hp
ISO 9249	51 kW	69 hp
Net Peak Power @ 2,200 rpm		
SAE J1349	52 kW	69 hp
ISO 9249	51 kW	69 hp
Bore	98 mm	3.86 in
Stroke	120 mm	4.72 in
Displacement	3.6 L	220 in <sup>3</sup>
Net Torque Rise @ 1,200 rpm	86%	
Net Peak Torque SAE J1349	418 N-m	308 lbf-ft

- Engine meets U.S. EPA Tier 4 Final emission standards.
- No derating required up to 2286 m (7,500 ft).

### Weights\*

Operating Weight		
Minimum	6366 kg	14,035 lb
Maximum (ROPS Capacity)	8000 kg	17,637 lb
Cab, ROPS/FOPS	163 kg	359 lb
Air Conditioning	46 kg	101 lb
MP Bucket (0.96 m <sup>3</sup> /1.25 yd <sup>3</sup> )		
With Fold-over Forks	915 kg	2,017 lb
Without Fold-over Forks	745 kg	1,642 lb
Front Counterweight		
Counterweights (Option 1)	115 kg	255 lb
Counterweights (Option 2)	240 kg	530 lb
Counterweights (Option 3)	460 kg	1,015 lb
Rear Counterweight	90 kg	198 lb

\*Specifications shown are for machine equipped with 0.76 m<sup>3</sup> (1.0 yd<sup>3</sup>) general purpose loader bucket, 115 kg (255 lb) front counterweight, 80 kg (176 lb) operator, all wheel drive and full fuel tank.

# 415 IL Industrial Loader

## Transmission

### Power Shuttle Transmission – Standard

Forward – 1st	5.4 km/h	3.4 mph
2nd	8.9 km/h	5.5 mph
3rd	20 km/h	13 mph
4th	36 km/h	23 mph
Reverse – 1st	5.4 km/h	3.4 mph
2nd	8.9 km/h	5.5 mph
3rd	20 km/h	13 mph
4th	36 km/h	23 mph

## Axle Ratings

### Front Axle, 4WD

Static	12 000 kg	26,455 lb
Dynamic	6000 kg	13,228 lb

### Rear Axle

Static	22 964 kg	50,582 lb
Dynamic	9186 kg	20,233 lb

## Hydraulic System

Type	Closed Center	
Pump Type	Variable Flow, Axial Piston	
Pump Capacity @ 2,200 rpm	125 L/min	33.0 gal/min
System Pressure – Hitch/Box Scraper	20 500 kPa	2,973 psi
System Pressure – Loader	20 500 kPa	2,973 psi

## Steering

Type	Front Wheel	
Power Steering	Hydrostatic	
Bore	65 mm	2.6 in
Stroke	106 mm	4.2 in
Rod Diameter	40 mm	1.6 in
Axle Oscillation	11°	
Turning Circle – 2WD/4WD (inner wheel not braked)		
Outside, Front Wheels	8.18 m	26'10"
Outside, Widest Loading Bucket	10.97 m	36'0"

## Service Refill Capacities

Cooling System with Air Conditioning	16.5 L	4.4 gal
Fuel Tank	160 L	42 gal
Engine Oil with Filter	8.8 L	2.3 gal
Transmission – Power Shuttle		
2WD	15 L	4.0 gal
4WD	15 L	4.0 gal
Rear Axle	16.5 L	4.4 gal
Planetarys	1.7 L	0.4 gal
Front Axle (4WD)	11.0 L	2.9 gal
Planetarys	0.7 L	0.2 gal
Hydraulic System	90.0 L	23.8 gal
Hydraulic Tank	40 L	10.6 gal

- Requires ultra-low sulfur fuel <math>\leq 15</math> ppm fuel sulfur

## Tires

Standard configuration of front/rear tires:

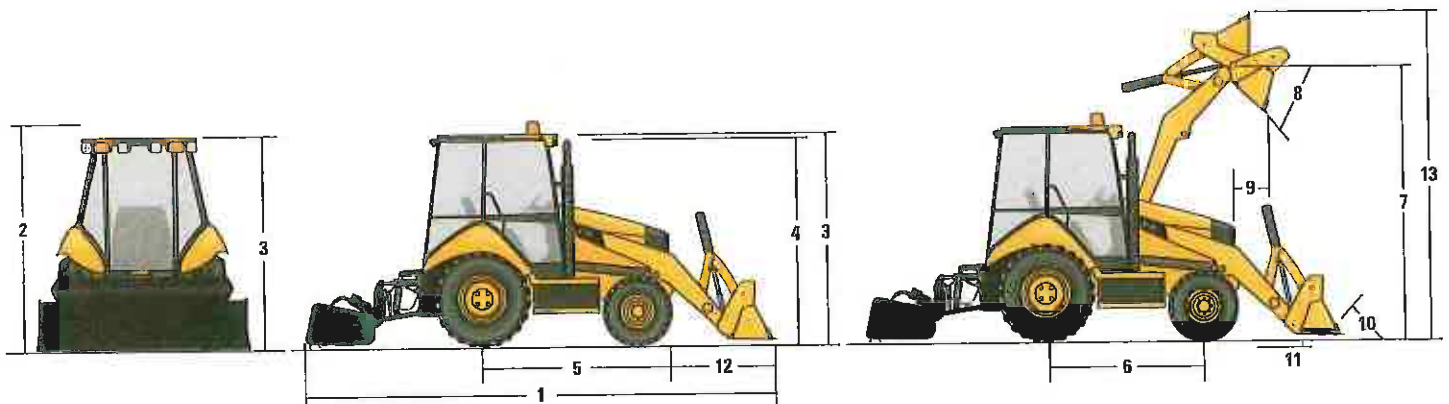
- Front: 12.5 80/16.9; Rear: 16.9-24

## Counterweights – Front

(minimum counterweight recommendations)

### Standard Stick

Loader Bucket	Power Train		
GP	4WD	116 kg	255 lb
MP	4WD	no counterweight	



## Dimensions

	Single Tilt Loader							
	0.76 m <sup>3</sup> (1.0 yd <sup>3</sup> ) GP Bucket		0.96 m <sup>3</sup> (1.25 yd <sup>3</sup> ) GP Bucket		1.0 m <sup>3</sup> (1.31 yd <sup>3</sup> ) MP Bucket		1.0 m <sup>3</sup> (1.31 yd <sup>3</sup> ) MP Bucket with Forks	
<b>1</b> Overall Length (Loader on Ground) – with Box Blade	6256 mm	20'6"	6368 mm	20'11"	6286 mm	20'7"	6286 mm	20'7"
Overall Length (Loader on Ground) – Hitch Only	5146 mm	16'11"	5259 mm	17'3"	5177 mm	17'0"	5177 mm	17'0"
Overall Transport Length – with Box Blade	6314 mm	20'9"	6397 mm	21'0"	6360 mm	20'10"	6360 mm	20'10"
Overall Transport Length – Hitch Only	5158 mm	16'11"	5241 mm	17'2"	5205 mm	17'1"	5205 mm	17'1"
<b>2</b> Overall Transport Height	3577 mm	11'9"	3577 mm	11'9"	3577 mm	11'9"	3577 mm	11'9"
Overall Width	2322 mm	7'7"	2322 mm	7'7"	2322 mm	7'7"	2322 mm	7'7"
<b>3</b> Height to Top of Cab/Canopy	2819 mm	9'3"	2819 mm	9'3"	2819 mm	9'3"	2819 mm	9'3"
<b>4</b> Height to Top of Exhaust Stack	2744 mm	9'0"	2744 mm	9'0"	2744 mm	9'0"	2744 mm	9'0"
Height to Loader Hinge Pin (transport)	381 mm	1'3"	381 mm	1'3"	432 mm	1'5"	432 mm	1'5"
Ground Clearance (left hand step)	294 mm	1'0"	294 mm	1'0"	294 mm	1'0"	294 mm	1'0"
Ground Clearance (AWD guard)	294 mm	1'0"	294 mm	1'0"	294 mm	1'0"	294 mm	1'0"
Ground Clearance (460 kg/1,015 lb counterweight)	274 mm	0'11"	274 mm	0'11"	274 mm	0'11"	274 mm	0'11"
<b>5</b> Rear Axle Centerline to Front Grill	2705 mm	8'10"	2705 mm	8'10"	2705 mm	8'10"	2705 mm	8'10"
Front Wheel Tread Gauge	1895 mm	6'3"	1895 mm	6'3"	1895 mm	6'3"	1895 mm	6'3"
Rear Wheel Tread Gauge	1714 mm	5'7"	1714 mm	5'7"	1714 mm	5'7"	1714 mm	5'7"
<b>6</b> Wheelbase 4WD	2200 mm	7'3"	2200 mm	7'3"	2200 mm	7'3"	2200 mm	7'3"

## Loader Bucket Dimensions and Performance

	Single Tilt Loader							
	0.76 m <sup>3</sup> (1.0 yd <sup>3</sup> ) GP Bucket		0.96 m <sup>3</sup> (1.25 yd <sup>3</sup> ) GP Bucket		1.0 m <sup>3</sup> (1.31 yd <sup>3</sup> ) MP Bucket		1.0 m <sup>3</sup> (1.31 yd <sup>3</sup> ) MP Bucket with Forks	
Capacity (SAE Rated)	0.76 m <sup>3</sup>	1.0 yd <sup>3</sup>	0.96 m <sup>3</sup>	1.25 yd <sup>3</sup>	1.0 m <sup>3</sup>	1.31 yd <sup>3</sup>	1.0 m <sup>3</sup>	1.31 yd <sup>3</sup>
Overall Bucket Width	2262 mm	89 in	2262 mm	89 in	2279 mm	90 in	2279 mm	90 in
Lift Capacity at Maximum Height	2660 kg	5,864 lb	2566 kg	5,657 lb	2363 kg	5,209 lb	2248 kg	4,955 lb
Breakout Force	42 076 N	9,459 lbf	39 722 N	8,929 lbf	38 609 N	8,679 lbf	37 120 N	8,345 lbf
Tipping Load at Breakout Point	5496 kg	12,117 lb	5103 kg	11,250 lb	5116 kg	11,279 lb	4974 kg	10,965 lb
<b>7</b> Maximum Hinge Pin Height	3474 mm	11'5"	3474 mm	11'5"	3474 mm	11'5"	3474 mm	11'5"
<b>8</b> Dump Angle at Full Height	44°		44°		44°		44°	
Dump Height at Maximum Angle	2824 mm	9'3"	2746 mm	9'0"	2798 mm	9'2"	2798 mm	9'2"
<b>9</b> Dump Reach at Maximum Angle	733 mm	2'5"	814 mm	2'8"	722 mm	2'4"	722 mm	2'4"
<b>10</b> Maximum Bucket Rollback at Ground Level	37°		37°		38°		38°	
<b>11</b> Digging Depth	83 mm	3"	83 mm	3"	110 mm	4"	110 mm	4"
Maximum Grading Angle	116°		112°		116°		116°	
Width of Dozer Cutting Edge	N/A		N/A		2262 mm	7'5"	2262 mm	7'5"
<b>12</b> Grill to Bucket Cutting Edge, Carry Position	1405 mm	4'7"	1488 mm	4'11"	1451 mm	4'9"	1451 mm	4'9"
<b>13</b> Maximum Operating Height	4206 mm	13'10"	4355 mm	14'3"	4404 mm	14'5"	4878 mm	16'0"
Jaw Opening Maximum	N/A		N/A		790 mm	2'7"	790 mm	2'7"
Bucket Jaw Clamping Force	N/A		N/A		50 600 N	11,375 lbf	50 600 N	11,375 lbf
Weight (does not include teeth or forks)	384 kg	847 lb	451 kg	994 lb	745 kg	1,642 lb	915 kg	2,017 lb

Dimensions and performance specifications shown are for machines equipped with 12.5/80-18 front tires, 16.9L-24 rear tires, ROPS canopy, 0.76 m<sup>3</sup> (1.0 yd<sup>3</sup>) loader bucket and standard equipment unless otherwise specified.



# 415 IL Industrial Loader

## STANDARD EQUIPMENT

- Air cleaner
- Alarm, back-up
- Audible system fault alarm
- Box Blade Controls, finger lever pilot
- Battery, maintenance-free, 880 CCA
- Battery disconnect switch
- Brace, lift cylinder
- Brake, secondary parking
- Brakes, hydraulically boosted, oil disc, dual pedals, interlocking
- Bucket level indicator
- Canopy, ROPS/FOPS
- Coat restraint
- Coolant/antifreeze, extended life
- Counterweight, bumper
- Dome light (cab only)
- Diagnostic port for engine
- Differential lock, floor mounted
- Differential lock, loader joystick
- Drink holders, two
- Engine, Cat C3.6, meets Tier 4 Final emission standards, diesel particulate filter
- Engine enclosure, sound suppression removal panels
- Face seals, O-ring
- Fan, suction and guard
- Fast reversing shuttle, all gears
- Fenders, rear
- Filters, spin-on: fuel, engine oil, transmission oil, water separator
- Filters, bowl and cartridge: hydraulic fluid
- Flashing hazards/signal lights
- Floor mat
- Fuel tank, fully enclosed
- Fully hinged front grill for cooling package cleaning access
- Gauge cluster: coolant temperature, fuel level, torque converter temperature, battery voltage
- Ground level fuel fill
- High ambient cooling package
- Hitch, rear 3-point
- Hood lock, inside cab
- Hydraulic hose, Cat XT™-3
- Hydraulic oil cooler
- Hydraulic oil level sight gauge
- Hydraulic valve, hydrostatic steering
- Hydraulic valves, loader 3 function
- Hydraulic valves, rear 5 function
- Hydraulics, load sensing with variable displacement piston pump
- Indicator lights and LCD warnings for system status
- Instrument panel lights
- Key start/stop system
- LCD screen with machine system information
- Lights, working (2 front, 2 rear)
- Loader, self-leveling, return-to-dig and transmission disconnect switch
- Loader, single tilt
- Mirror, rearview
- Open circuit breather
- Power receptacle, 12 volt, 2 internal, 2 external roof mounted
- Power steering, hydrostatic
- Seat belt, retractable, 75 mm (3 in)
- Steering knob
- Seat, mechanical suspension, fabric or vinyl cover, with armrest
- Starting system, glow plugs
- Steering, hydrostatic
- Storage compartment, lockable
- Storage tray
- Stop and tail lights
- Tires, 12.5/80-18 front, 16.9-24 rear
- Toolbox, external, lockable
- Torque converter
- Throttle, foot, electronic
- Transmission, four speed, syncromesh
- Transmission neutralizer switch
- Transport tie-downs
- Four Wheel Drive
- Warning horn, electric
- Product Link™, cellular, PLE643
- Product Link, dual mode, PLE683

## OPTIONAL EQUIPMENT

- Battery, additional, 880 CCA
- Box, blade/scarifier
- Cab, standard with air conditioning
- Cold weather fuel (-30° C/-22° F)
- Cold weather package, including additional battery, engine block heater, radiator antifreeze (-50° C/-58° F), cold weather fuel (-30° C/-22° F) and mounting for an ether bottle
- Counterweights, 115 kg (255 lb), 240 kg (530 lb) or 460 kg (1,015 lb)
- Counterweight, rear 90 kg (198 lb)
- Dual tilt rear hitch
- Face fan
- Fenders, front with integral steps
- Radio and CD player, Bluetooth
- Ride Control
- Rotating beacon, magnetic mount
- Security system keypad
- Vandalism protection, gauge cover
- Work Tool Attachments such as buckets, forks, and material handling arms. See your Cat dealer for more information.
- LED lights, working (2 front, 2 rear)
- Security system, Bluetooth®
- Security System, operator display
- Side mirrors, cab, external
- Single Tilt Loader Coupler, Integrated Tool Carrier (IT) Interface

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com)

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Corporate Yellow," the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

AEHQ8266 (04-2020)  
Build Number: 07A  
(Am N)

**CAT**

169



# MACHINERY

# Equipment Rental Proposal

Prepared By:  
**Justin Roach**  
 Rental Manager

460 North Danebo Avenue, Ste #100 Eugene, OR 97402-9402	Cell (541) 390-3955	Toll Free (541) 463-2921	Fax (541) 463-2933
	Email	<a href="mailto:jroach@papemachinery.com">jroach@papemachinery.com</a>	

Proposal Date	6/29/23
---------------	---------

\*Proposal valid for 30 days from date listed

Contractor/Customer Name	PORT OF BROOKINGS HARBOR
Contact Name	
Contact Phone Number	
Contact Email	
Contact Address	

FOB Location	BROOKINGS
--------------	-----------

Description	Rental Rates			Rental		Estimated Total
	Day	Week	4 Week	Term		
210L SKIP LOADER W/DRAG BOX	\$ 500.00	\$ 1,300.00	\$ 3,900.00	1	4W	\$ 3,900.00
				1	4W	\$ -
				1	4W	\$ -

Non-Taxable Misc Charge  
 Non-Taxable Misc Charge

*Hours: Standard usage is 8 hrs per day, 40 hrs per week, 160 hrs per 4 week period*

*This is not a rental agreement and is an expression of interest only. Rental of listed items is subject to availability and to the execution by both parties of a Papé Machinery rental agreement, which must be signed before or upon delivery.*

Sub Total	\$	3,900.00
Taxable Misc Charge Total	\$	-
Non-Taxable Misc Charge Total	\$	-
Transportation Charges		
Loss Damage Waiver	N	Declined
HERT	2% \$	78.00
Estimated CAT Fee	0.44% \$	17.16
<b>Estimated Total</b>		<b>\$3,995.16</b>

## Thank You For Choosing Papé Machinery

**Comments:**

**MACHINE RETURNED LOW ON FUEL WILL BE CHARGED AT \$8.50/GALLON**

Rental info



**SONSRAY**

REMIT TO:  
SONSRAY MACHINERY LLC.  
P.O. BOX 513929  
LOS ANGELES, CA 90051-3929

QUOTATION NO RQT000270	DATE 07-07-2023
PAYMENT TERMS DUE UPON RECEIPT	

Sonsray Machinery  
3092 Silverton Rd NE  
Salem OR 97301  
(503) 362-1371

CUSTOMER NO BP0033739
CUSTOMER PO 570N EP SKIP LOADER

**RENTAL QUOTATION**

**INVOICE TO:**

PORT OF BROOKINGS HARBOR  
16330 LOWER HARBOR RD  
BROOKINGS OR 97415

**SHIP TO:**

PORT OF BROOKINGS HARBOR  
16330 LOWER HARBOR RD  
BROOKINGS OR 97415

**SALESMAN** : Jeremy Benz

**DELIVERY TERMS** :

**CONTACT** :

UNIT(S) TO BE RETURNED CLEAN, FULL TANK OF FUEL & WITH A KEY. CUSTOMER LIABLE FOR ANY DAMAGE INCURRED DURING RENTAL. WORKING OR MACHINE HOURS ARE NOT TO EXCEED 8 HOURS PER DAY, 40 HOURS IN A WEEK AND 160 HOURS IN ONE MONTH (28 DAYS). ADDITIONAL CHARGES FOR OVERTIME USAGE, MISSING KEYS & EQUIPMENT NOT RETURNED WITH FULL TANK OF FUEL.

**RENTAL BEGINS** : 07-07-2023

**EST RETURN** : 02-11-2028

	UNIT	PRICE	TOTAL
10	570N EP Skip Loader w/Gannon Box	215,940.00	215,940.00
	<b>CASE EQUIPMENT MODEL:</b>		
	RATES: 494.00/DAY 1364.00/WEEK 3599.00/4 WEEKS		
10	LDW Charge(15.00 %)		32,391.00
10	DELIVERY	1,000.00	1,000.00
10	PICK UP	1,000.00	1,000.00
10	HAULING SURCHARGE	200.00	200.00

TOTAL RENTAL	215,940.00
SUBTOTAL	34,591.00
ENVIRONMENTAL	4,318.80
<b>TOTAL AMOUNT (USD)</b>	<b>254,849.80</b>

Sonsray Machinery

CUSTOMER ACCEPTANCE

CUSTOMER PO

171  
1



# SONSRAY

REMIT TO:  
SONSRAY MACHINERY LLC.  
P.O. BOX 513929  
LOS ANGELES, CA 90051-3929

QUOTATION NO RQT000270	DATE 07-07-2023
PAYMENT TERMS DUE UPON RECEIPT	

Sonsray Machinery  
3092 Silverton Rd NE  
Salem OR 97301  
(503) 362-1371

CUSTOMER NO BP0033739
CUSTOMER PO 570N EP SKIP LOADER

### RENTAL QUOTATION

THESE ARE THE STANDARD TERMS FOR ALL ESTABLISHED SONSRAY MACHINERY LLC. CREDIT ACCOUNTS IN GOOD STANDING AT THE TIME OF PURCHASE.

PARTS & SERVICE: NET 30 DAYS  
RENTALS: PAYMENT IN ADVANCE  
MACHINE SALES: IN FULL UPON DELIVERY

#### TERMS AND CONDITIONS

A 1.5% SERVICE CHARGE WILL BE IMPOSED ON ALL PAST DUE BALANCES.

UNIT PRICES ARE BASED UPON SELLING PRICES IN EFFECT AT TIME OF SHIPMENT NOT AT DATE OF YOUR ORDER.

NO PARTS MAY BE RETURNED WITHOUT PERMISSION FROM SONSRAY MACHINERY LLC. AND IN NO CASE WILL ANY RETURNED PARTS BE ACCEPTED IF RETURN DATE IS IN EXCESS OF 10 DAYS FROM PURCHASE DATE. ALL PARTS ARE SUBJECT TO 15% RESTOCKING CHARGE. PARTS WHICH ARE NON-RETURNABLE TO THE FACTORY ARE NON-RETURNABLE TO SONSRAY MACHINERY LLC. IT IS THE RESPONSIBILITY OF THE PURCHASER TO NOTIFY SONSRAY MACHINERY IN WRITING OF ANY DAMAGES OR DEFECTIVE MERCHANDISE WITHIN 10 DAYS OF DELIVERY OR PICKUP, IF NOTIFICATION IS NOT RECEIVED IN WRITING WITHIN 10 DAYS OF DELIVERY, SONSRAY MACHINERY LLC. SHALL NOT BE HELD LIABLE FOR ANY CLAIMS.

IN THE EVENT ANY LEGAL PROCEEDING IS COMMENCED FOR THE PURPOSE OF INTERPRETING OR ENFORCING ANY PROVISION OF THIS INVOICE OR TO COLLECT ANY INDEBTEDNESS EVIDENCED HEREBY, THE PREVAILING PARTY IN SUCH PROCEEDING SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY FEES IN THE PROCEEDING, OR ANY APPEAL THEREOF, TO BE SET BY THE COURT WITHOUT THE NECESSITY OF HEARING TESTIMONY OR RECEIVING EVIDENCE, IN ADDITION TO THE COSTS AND DISBURSEMENTS ALLOWED BY LAW. SUCH SUM SHALL INCLUDE AN AMOUNT ESTIMATED BY THE COURT AS THE REASONABLE COSTS AND FEES TO BE INCURRED BY THE PREVAILING PARTY IN COLLECTING ANY MONETARY JUDGEMENT OR AWARD OR OTHERWISE ENFORCING ANY ORDER, JUDGEMENT OR DECREE ENTERED IN SUCH SUIT OR ACTION. IN ADDITION, IN THE EVENT OF NON-PAYMENT BY THE CUSTOMER, AGREES TO PAY ALL REASONABLE ATTORNEY FEES AND LEGAL EXPENSES INCURRED BY SONSRAY MACHINERY LLC. IN COLLECTING ANY SUCH SUMS DUE HEREUNDER EVEN THOUGH NO LITIGATION IS FILED.

ANY DISPUTE IN REGARDS TO PARTS OR SERVICE MUST BE SUBMITTED IN WRITING TO SONSRAY MACHINERY LLC. WITHIN 30 DAYS. ALL PORTION OF ACCOUNT NOT IN DISPUTE MUST BE PAID BEFORE DISPUTED ITEMS ARE ADDRESSED.

SONSRAY WARRANTY: CASE AND NON-CASE PRODUCT WORKMANSHIP ONLY, IS COVERED BY A 90 DAY WARRANTY AS LONG AS THE OEM PARTS WERE BOUGHT AT OUR DEALERSHIP. IF CASE PARTS USED HAVE LONGER WARRANTY THE WORKMANSHIP LABOR WARRANTY FOLLOWS THE SAME COVERAGE LENGTH. IF NON-CASE PARTS USED HAVE LONGER WARRANTY THE WORKMANSHIP WILL FOLLOW THE SAME WARRANTY COVERAGE LENGTH. WORKMANSHIP WARRANTY ONLY APPLIES TO THE RECOMMENDED SOLUTION BY THE SONSRAY SHOP. WORKMANSHIP WARRANTY COVERAGE WILL BE VOIDED IF THE ORIGINAL WORK ORDER INVOICES BALANCE HAS NOT BEEN PAID IN FULL.

# INFORMATION ITEM – B

---

**DATE:** July 19, 2023  
**RE:** FEMA Project PW 189, Purchase of Concrete Blocks  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

---

## OVERVIEW

- FEMA Dredging project will include Port Staff building a settling pond to dewater sediment and stage for haul off.
- Concrete blocks will be used to form the settling pond walls and discharge point.

## DOCUMENTS

- Procurement Request for concrete blocks, 21 pages

# PORT OF BROOKINGS HARBOR

## Procurement Request

Project Name: FEMA/OEM PW-189 Dredging Contract No. \_\_\_\_\_

<input checked="" type="checkbox"/> Purchase Agreement	<input type="checkbox"/> Contract
Purchase Order No. <u>4377</u>	

**Award Information:**

**Special Notes or Comments**

Company Name: Tidewater Contractors, Inc.  
Contact Person: Scott  
Address: 18156 Hwy 101 S.  
Brookings, OR 97415  
Telephone: 541-469-5341

All suppliers make the blocks as concrete is available.
Outside source trucking costs more than Tidewaters costs
Tidewaters blocks weigh more than others quoted.
Tidewater cost is \$160/block includes trucking. Port to unload.

No.	Proposals / Quotes	Units	Quantity	Total \$
1	Ultrablock Inc. standard block size 2'x2'x6'	EA	170.00	\$57,950.00
2	Rogue Vally Precast block size 2'x2'x6' (only size available)	EA	150.00	\$64,387.50
3	Tidewater Contractors, Inc. (5,062lb block) includes shipping (verbal quote)	EA	170.00	\$27,200.00
	Blocks for sediment storage area.			

Prepared by: Gary Dehlinger   
Print Name

Fund Account:  General Fund  Capital Improvements  Debt Service  Revenue Bond  
Department:  Marina  Boat Yard  RV Park  Port Office  Fuel Dock  Commercial Retail

Approved by GM: TRAVIS WEBSTER Travis Webster 6/28/23  
Signature Print Name Date

Approved by Board Commissioner: Board approved Port Manager expenditures under \$150,000 for PW-189  
Signature Print Name Date

Approved by Board Commissioner: Board Meeting June 21, 2023  
Signature Print Name Date



# Port of Brookings Harbor Purchase Order

4377

Vendor/Contractor: TIDEWATER CONSTRUCTION, INC

Date: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Payment Terms:

Vendor Phone #: \_\_\_\_\_

Paid w/ Credit Card

GL Account:  Service  Supply  Equipment Repair/Maintenance

Charged to Account

Quantity	Items / Description	Item Price	Subtotal
170	5,062 lb CONCRETE BLOCK PRICE INCLUDES TRUCKING	\$160	\$27,200
<b>TOTAL:</b>			<b>\$27,200</b>

**Memo / Project**  
FEMA PW-189 DREDGING - SEDIMENT STORAGE AREA WALLS

Fund Account:  General Fund  Capital Projects  Port Construction Fund

Department:  Marina/Administration  RV Park  Fuel Dock  Grants  Commercial Retail

Purchasing Agent: GARY NEHLWIGER

Port Manager Initials: 

Print Name  
  
 Signature

A motion was made by Jonas and seconded by Speir to approve Brookings Real Estate LLC Letter of Intent and for the Port Manager to bring back a lease agreement for Board approval. The motion passed 4 – 0.

- D. Resolution 2023-06 – Amending Public Contracting Rules – Audio time 0:31:35**  
Webster reviewed item with the Board.

A motion was made by Speir and seconded by Hartung to approve Resolution No. 2023-06, Amending Public Contracting Rules and Prescribing Rules and Procedures for Public Contracting. The motion passed 4 – 0.

- E. Billeter Marine Contract for Boat Yard Dredging (Part of FEMA) – Audio time 0:33:17**  
Webster reviewed item with the Board. Webster informed the Board that this did go out for procurement and received quotes from Billeter, Legacy, and West Coast Contractors.

A motion was made by Jonas and seconded by Speir to approve contract for Billeter Marine to perform clam shell dredging and remove approximately 3,000 cubic yards. The motion passed 4 – 0.

- F. Workers Compensation Insurance SAIF – Audio time 0:35:57**  
Webster reviewed item with the Board. Board allowed public comment.

A motion was made by Jonas and seconded by Speir to approve Workers Compensation Insurance Policy with SAIF. The motion passed 4 – 0.

- G. Lloyd Whaley Memorial Bench – Audio time 0:39:05**  
Webster reviewed item with the Board. The Board would like to discuss creating a resolution on what constitutes a memorial bench.

A motion was made by Speir and seconded by Jonas to approve the Port Manager to purchase and place a bench and plaque along the concrete boardwalk in honor of Lloyd Whaley and his contributions to the Port of Brookings Harbor. The motion passed 4 – 0.

- H. FEMA Schedule and Equipment to Procurement – Audio time 0:45:30**

Webster explained the cash flow with FEMA is 90 days out with getting reimbursed. The Ports cash flow is going to greatly depend on when we can purchase these items and when we can get reimbursed. Webster is asking the Board to approve the Port Manager to complete intermediate procurements, purchase items, excluding the dredge and generator, and in commissioner meetings review what was purchased. The Heap would prefer to just approve the Port Manager to purchase these items and not bring them back to the Board. There was discussion among Board and staff about the specifics of the equipment. Board allowed public comment. Webster stated that anything over \$150,000 will be brought back to the Board for approval.

A motion was made by Hartung and seconded by Speir to approve the Port Manager to procure the items listed and begin purchasing items that exceed Port Manager limit of \$10,000. The motion passed 4 – 0.

- I. Delinquent Account Write Off Request – Audio time 1:18:32**  
Walker reviewed item with the Board.

A motion was made by Speir and seconded by Jonas to approve delinquent account write offs of \$4,560.02 from accounts receivable and submit the amount to Port collection agency. The motion passed 4 – 0.

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

**RESOLUTION NO. 2023-06**

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

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

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

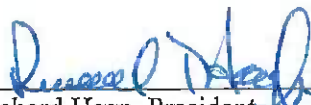
**WHEREAS**, the Commission now wishes to increase the intermediate procurements per ORS279B.070.

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

1. Paragraph (7) of Section V: Intermediate Procurements of Exhibit A to Resolution No. 368, is hereby amended to read as follows:

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

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

  
Richard Heap, President

**ATTEST:**

  
Sharon Hartung, Secretary/Treasurer

**279B.070 Intermediate procurements.** (1) A contracting agency may award a procurement of goods or services that exceeds \$10,000 but does not exceed \$150,000 in accordance with intermediate procurement procedures. A contract awarded under this section may be amended to exceed \$150,000 only in accordance with rules adopted under ORS 279A.065.

(2) A contracting agency may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section.

(3) When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals.

(4) If a contracting agency awards a contract, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. [2003 c.794 §54; 2013 c.66 §2]





1 STOCKPILE GRADING PLAN  
SCALE 1" = 20'



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

REVISIONS	BY:

Grants Pass • Jacksonville • Medford, OR  
 2000 NE Oregon Street, Suite 214, Grants Pass, OR 97526  
 541-875-2222  
 www.emc-engineers.com

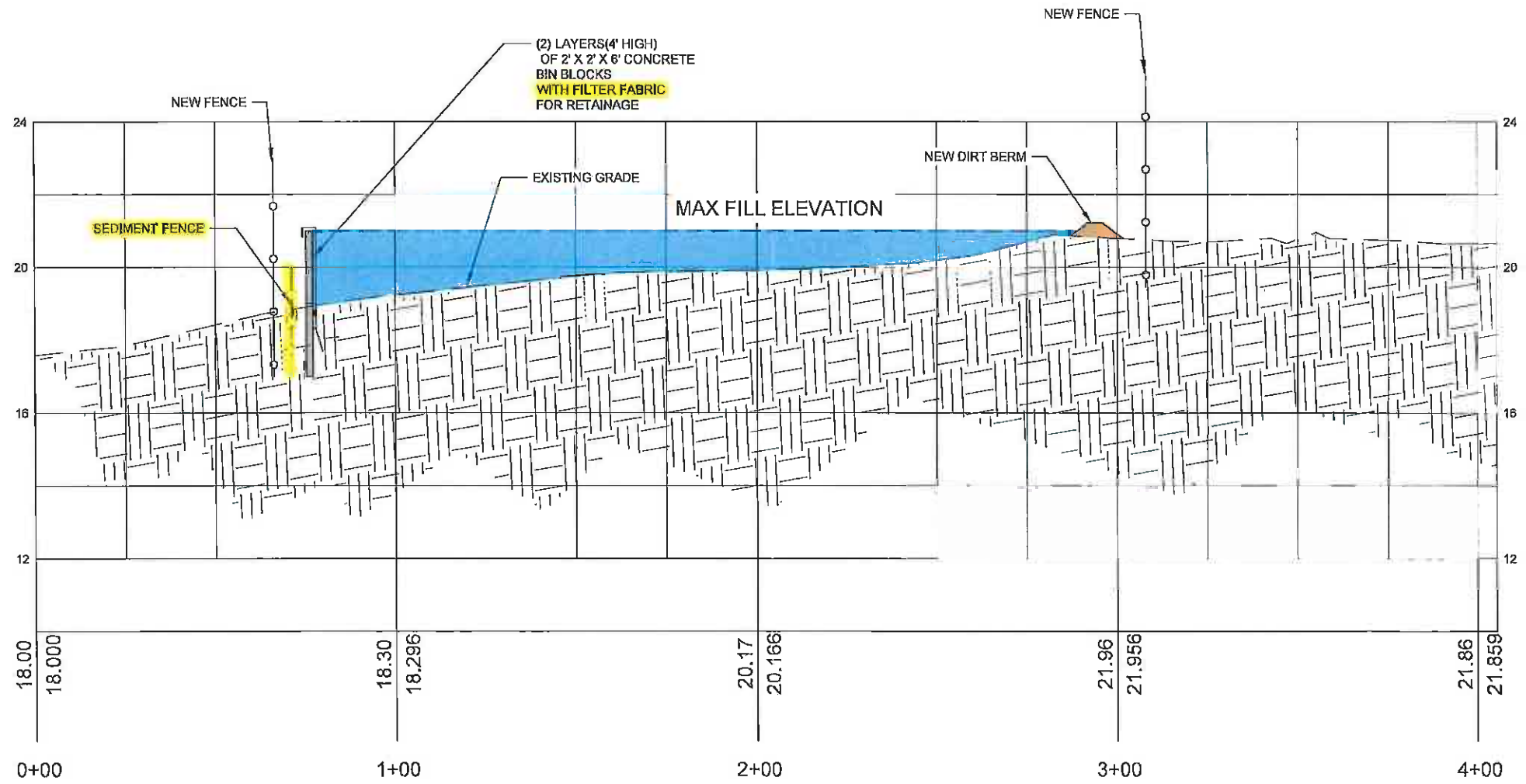
**EMC**  
 Engineers/Scientists, LLC

PRELIMINARY  
 NOT FOR CONSTRUCTION

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

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





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

REVISIONS	BY:

Grants Pass • Jacksonville • Medford, OR  
 16330 Lower Harbor Road, Brookings, OR 97415  
 Phone: 541-344-8888 • Fax: 541-344-8888  
<http://www.emc-engineers.com>  
**EMC**  
 Engineers/Scientists, LLC

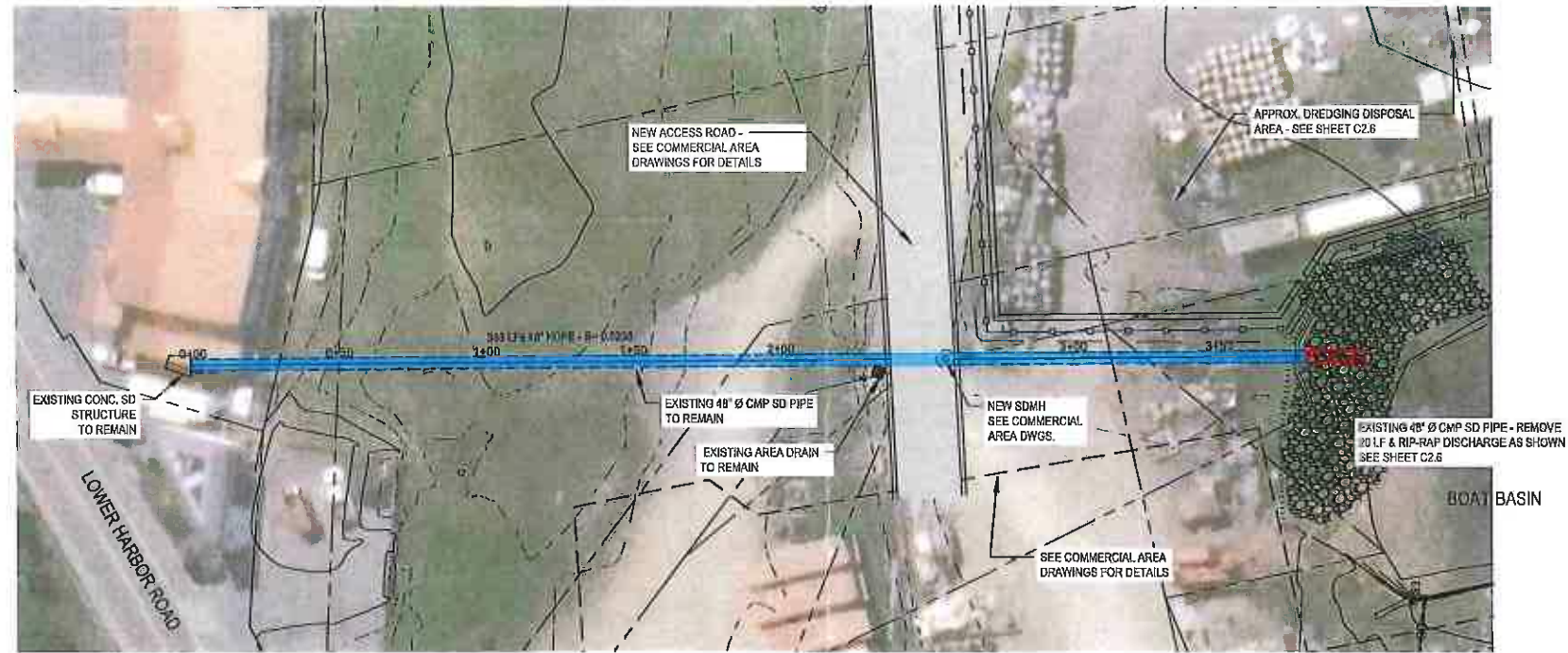
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PORT OF BROOKINGS HARBOR  
 16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415  
 PROPOSED DREDGING PLAN 2023

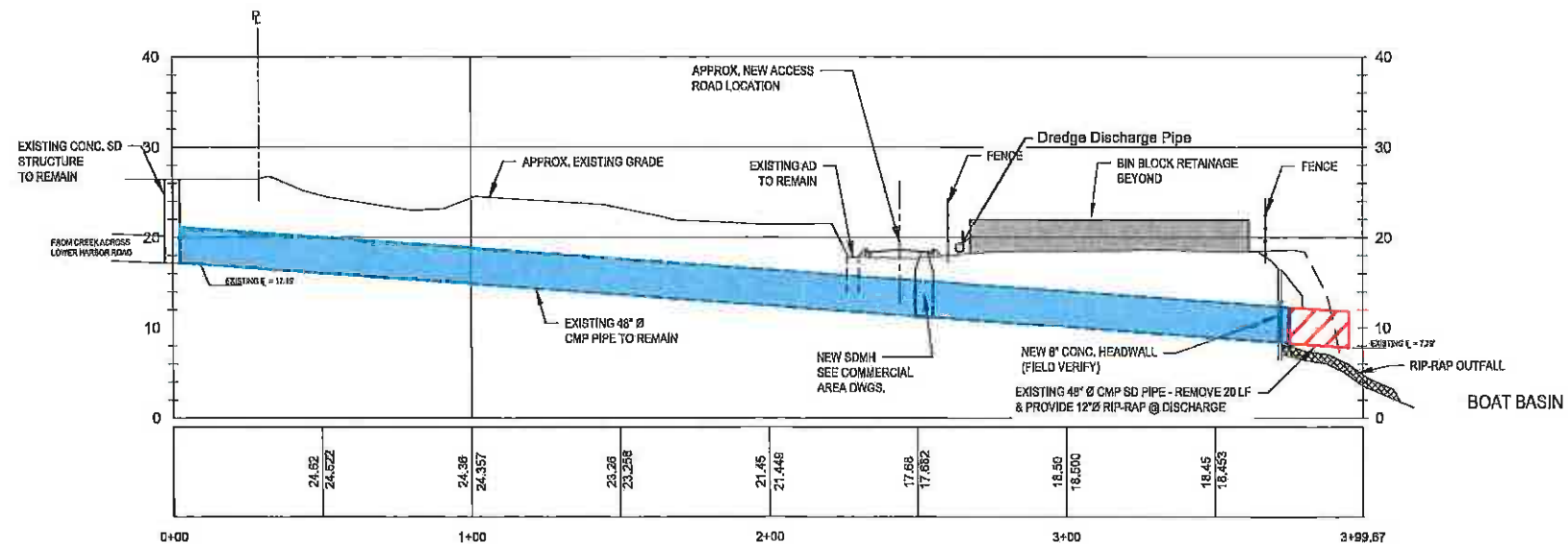
DRAWN BY: JW  
 DATE: 07 JUNE 2023  
 JOB No: 023-2303  
 SHEET No:  
**C2.8**  
 STOCKPILE SECTION

180





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



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

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

VERTICAL DATUM  
MEAN LOWER LOW WATER EPOCH 1983-2001.  
BENCH MARK UTILIZED FOR THIS SURVEY  
US ARMY CORPS OF ENGINEERS  
BENCH MARK - "FUEL 2"  
ELEVATION - 21.85 FEET

NOTE:  
ALL EXISTING UG UTILITIES TO BE PROTECTED DURING CONSTRUCTION



REVISIONS	BY:

Grants Pass • Jacksonville • Medford, OR  
 1000 NE Oregon Street, Suite 200, Grants Pass, OR 97527  
 Phone: (541) 875-1100 • Fax: (541) 875-1101  
 www.emcinc.com • Email: info@emcinc.com

**EMC**  
 Engineers/Scientists, LLC

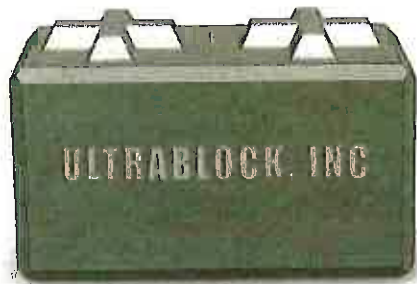
PRELIMINARY  
 NOT FOR CONSTRUCTION

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

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

181

# ESTIMATE



**ULTRABLOCK™, INC.**  
 815 NE 172nd Avenue  
 Vancouver, WA 98684  
 Phone (360) 694-0141  
 Toll Free: (800) 377-3877  
 Fax (360) 694-0281  
 estimating@ultrablock.com

ESTIMATE NUMBER: 0033517

ESTIMATE DATE: 6/27/2023

MATERIAL SPECIFICATIONS:	SPEC POUR	AIR ENTRAINED	GRID / TIEBACKS REQUIRED	HAMMER TESTING
Y: YES N: NO	<input type="checkbox"/> N	<input type="checkbox"/> N	<input type="checkbox"/> N	<input type="checkbox"/> N

ITEM NUMBER	WHSE CODE	WHSE CONTACT / FAX	UNIT	QUANTITY	PRICE	AMOUNT
<b>DESCRIPTION</b>						

Job Bids: ASAP  
 To: Estimator  
 Job: Port of Brookings Harbor  
 Site: 16330 Lower Harbor Road, Brookings, Oregon 97415  
 Engineer:

\*\*\*ULTRABLOCK AS REQUESTED\*\*\*

-ALL BLOCKS TO BE POURED USING SURPLUS CONCRETE. COMPRESSIVE STRENGTH WILL VARY 2,200 TO 5,800 PSI.

\*\*\*INSTALLER MUST REVIEW INSTALLATION GUIDE PRIOR TO START OF PROJECT.  
 \*\*\*INSTALLATION GUIDE IS AVAILABLE ON OUR WEBSITE OR BY REQUEST.

\*\*\*BLOCK FINISH: STANDARD GRADE SMOOTH FINISH

\*\*\*ENGINEERING NOT INCLUDED OR PROVIDED BY ULTRABLOCK. CONTACT ULTRABLOCK FOR RECOMMENDATION OF LICENSED ENGINEERS\*\*\*

\*\*\*PLEASE SEE FOLLOWING PAGES FOR OUR TERMS AND AGREEMENTS\*\*\*

00101ZZZZ	---	EACH	170	85.00	14,450.00
Full - Std					

STANDARD GRADE BLOCKS ARE ASSUMED FOR QUOTING PURPOSES. IF AVAILABLE, UTILITY BLOCKS ARE \$10 LESS PER BLOCK.  
 ASK ABOUT THE AVAILABILITY OF UTILITY GRADE BLOCKS AT TIME OF ORDER. WE DO NOT MAKE THEM ON PURPOSE SO WE CANNOT GUARANTEE THEY WILL BE AVAILABLE IN ANY SPECIFIC QUANTITY UNTIL THE ORDER IS PLACED.

FRTLOAD	---	EACH	15	2,900.00	43,500.00
Freight Per Load					

FREIGHT QUOTE IS PROVIDED BY A THIRD PARTY FREIGHT COMPANY. YOU ARE WELCOME TO SETUP YOUR OWN DELIVERY IF NEEDED.

- NOTES:
- SPEC. POUR, HAMMER TEST AND ARCHITECTURAL FINISH - ADDITIONAL COST PER BLOCK - CALL FOR A NEW QUOTE.
  - CONTRACTOR TO VERIFY ALL LOCATIONS, ELEVATIONS, DIMENSIONS AND QUANTITY OF BLOCKS.
  - WALL LAYOUTS / SECTIONS TO BE APPROVED BY A LICENSED ENGINEER. ENGINEERING ESTIMATE NOT INCLUDED.

Continued

# ESTIMATE



**ULTRABLOCK™, INC.**  
815 NE 172nd Avenue  
Vancouver, WA 98684  
Phone (360) 694-0141  
Toll Free: (800) 377-3877  
Fax (360) 694-0281  
estimating@ultrablock.com

ESTIMATE NUMBER: 0033517

ESTIMATE DATE: 6/27/2023

MATERIAL SPECIFICATIONS:	SPEC POUR	AIR ENTRAINED	GRID / TIEBACKS REQUIRED	HAMMER TESTING
Y: YES N: NO	<input type="checkbox"/> N	<input type="checkbox"/> N	<input type="checkbox"/> N	<input type="checkbox"/> N

ITEM NUMBER	WHSE CODE	WHSE CONTACT / FAX	UNIT	QUANTITY	PRICE	AMOUNT
-------------	-----------	--------------------	------	----------	-------	--------

**DESCRIPTION**

- UTILITY BLOCKS, IF AVAILABLE, ARE \$10 LESS PER BLOCK.
- UTILITY BLOCKS MAY HAVE BLEMISHES, CHIPS, EXPOSED AGGREGATE, COLORED CONCRETE. THEY MAY NOT CONFORM TO DIMENSIONAL TOLERANCES AND CONTAIN SMOOTH OR ARCHITECTURAL FACES.
- CUSTOMER IS RESPONSIBLE FOR OFF-LOADING. FREIGHT: REGULAR TRUCKS ONLY = 48' FLAT BEDS.
- SITE HAS ½ HOUR TO OFFLOAD - STANDBY FEES WILL APPLY.
- FREIGHT RATE IS AN ESTIMATE. DUE TO MARKET VOLATILITY, PRICE TO BE DETERMINED AT TIME OF SHIPPING.
- IT IS THE CUSTOMERS RESPONSIBILITY TO MAKE ULTRABLOCK AWARE OF SITE ACCESSIBILITY CONDITIONS THAT WOULD PREVENT MINIMUM 32' TRAILER ACCESS.
- PRODUCTION WILL BE REQUIRED AT TIME OF ORDER.

Net Order:	57,950.00
Less Discount:	0.00
Sales Tax:	0.00
<b>Material Total:</b>	<b>57,950.00</b>

# ESTIMATE



**ULTRABLOCK™, INC.**  
815 NE 172nd Avenue  
Vancouver, WA 98684  
Phone (360) 694-0141  
Toll Free: (800) 377-3877  
Fax (360) 694-0281  
estimating@ultrablock.com

**ESTIMATE NUMBER:** 0033517

**ESTIMATE DATE:** 6/27/2023

\* If geogrid is required on this project, contractor must purchase direct from supplier.

\*\* Freight estimate is FOB nearest available inventory, full freight allowed to job site.

Contractor is responsible for all freight charges incurred from in-field changes to walls, or from changes to the wall because of altered or updated engineer sections. Quotations for estimation purposes. Final block quantities should be verified by contractor. Ultrablock will not be responsible for differences.

**Notes:** Architectural face available for extra charge; Hammer testing for blocks not included - hammer testing available for an additional \$10 per block. Prices estimated do not include engineering or submittal cost unless shown above. Blocks do not include any blockouts unless stated above. Blocks are not spec pour concrete mix, not air-entrained, unless explicitly stated above. If required materials varies from the quantity estimated then, the buyer / contractor will be charged accordingly. There is a \$10 per block re-stocking fee charged on returned blocks.

See attached Terms and Conditions. The Terms and Conditions will apply to orders received for materials for this project. Either buyers written acceptance of this estimate or the shipment of any article by the seller on behalf of the buyer hereunder shall constitute a complete and irrevocable acceptance of all terms and conditions.

Sign and acknowledge receipt. Print Name \_\_\_\_\_ Company Name \_\_\_\_\_ Phone Number \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Owner of Property: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_



## Terms and Conditions

Terms and conditions apply to all Ultrablock, Inc. orders.

### General Provisions:

Acceptance of Buyer's order is conditional on Buyer's consent to these Terms and Conditions. If Buyer objects to any of these Terms & Conditions, such objection must be in writing and delivered to 815 NE 172nd Ave, Vancouver, WA 98684 within 10 days of acknowledgement date. Failure to inform Seller in writing shall constitute acceptance of these Terms and Conditions. Seller's failure to object to provisions contained in any communications from Buyer will not be a waiver of these provisions.

### Taxes:

Prices do not include any taxes. Taxes will be added to the invoices in compliance with the law, and will be paid by the Buyer unless the Buyer provides Seller with a properly executed exemption certificate by the date the first blocks are delivered.

### Pricing:

Estimates are provided as good faith and are based upon information provided to ULTRABLOCK, INC. Buyer has responsibility for confirming final quantities and information. Pricing will be per our estimate form or by fax copy. Prices are firm for 30 days from the date of the estimate for shipment from within that period unless Seller and Buyer agree to extended delivery dates to fit job schedules. Terms are cash at or before delivery or, on approved credit, Net 30 days. 1.5% per month will be assessed for overdue accounts.

### Order Entry:

Buyers must have an account in good standing or use check/credit card prior to purchase. Buyers will enter all orders with the "Order Desk" in Vancouver, WA. Upon receipt of a buyers purchase order or other ordering document, Seller will check availability of product ordered and advise Buyer of stocking locations and lead times required to deliver the product. ULTRABLOCK, INC., will do everything possible to meet the requested shipment dates and will properly inform Buyer of any delivery problems relating to the order. All orders received are subject to the Terms and Conditions and any special provisions shown in our estimate. Orders are filled in sequence signed estimates are received based on production availability.

Lead time and availability will vary depending on current order volume and quantity of blocks required. To be placed in the production/delivery schedule, a purchase order and signed quotation sheet must be submitted. Orders will be filled on the sequence that purchase orders are received.

### Freight:

Freight cost shown on the estimate are for the convenience of the Buyer and are based upon using the maximum size truck and trailers available. Selection of truck size is based upon communication with Buyer and use of mapping data such as Google Earth. In the event the truck is unable to access the project site, Buyer will be responsible for associated delivery fees. If ULTRABLOCK, INC. agrees to arrange the freight, Buyer is responsible for off-loading and Buyer has one half hour of off-loading time per truck upon arrival. ULTRABLOCK, INC. contracts the shipping of blocks and therefore cannot guarantee exact delivery times. ULTRABLOCK, INC. cannot be held financially liable for late deliveries. All deliveries will be coordinated using trucks or maxi-trailers unless otherwise shown in the estimate. Standby time, splitting trailers, and off-road driving will be charged at \$100 per hour. Job site coordination of product off-loading and product movement is the responsibility of the Buyer. If Buyer chooses to haul material, Ultrablock

### Title and Delivery:

If Buyers chooses to arrange freight, the shipment of goods are FOB Sellers production facilities and title and liability for loss or damage passes to the Buyer upon the Seller's delivery of goods to carrier for shipment. Any loss or damage thereafter shall not relieve Buyer from any obligations hereunder. Buyer shall be liable for cost of insurance and transportation, taxes, and any other expenses incurred. If ULTRABLOCK, INC. agrees to arrange the freight, title and liability for loss or damage passes to the Buyer upon acceptance and off-loading of product. Any loss or damage thereafter shall not relieve Buyer from any obligations hereunder. Buyer shall be liable for cost of insurance and transportation, taxes, and any other expenses incurred. Regardless of who arranges freight, Seller may deliver goods in installments from various production sites. Seller may not be liable for any loss or expense, whether by way contract or tort, (consequentia or otherwise) incurred by Buyer if Seller fails to meet the specified delivery schedule because of unavoidable production or other delays. If required materials vary from quantity quoted, the Buyer will be charged accordingly and the amended sales agreement will be issued before continuation of delivery. A \$10 per block restocking fee will be assessed for returned blocks. Freight cost for returned blocks will be paid by the Buyer.

### Material:

All material will be surplus concrete unless otherwise indicated in the estimate. ULTRABLOCK TM, INC. does not make every type of block at every production facility and does not transfer block inventories. Full size blocks weigh approximately 4320 lbs, measure 29.5" x 59.0" long and have a lifting hook in the center of the block.

**Product Application Indemnity:**

Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract against Buyer and/or Seller, including attorney's fees, expenses, and cost, arising out of the application of Seller's product to Buyer's designs or specifications by others.

**Account Placed For Collection:**

If the contractor/owner's account based on this agreement is assigned to an attorney or collection agent, contractor/owner agrees to pay all reasonable attorney fees in addition to the chargeable costs allowed by law.

ULTRABLOCK, INC. 815 NE 172nd Ave., Vancouver, WA 98684  
Phone: 800-377-3877, Fax: 360-694-0281, Website: [www.ultrablock.com](http://www.ultrablock.com)



**gary@portofbrookingsharbor.com**

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**From:** estimating ultrablock.com <estimating@ultrablock.com>  
**Sent:** Wednesday, June 28, 2023 12:13 PM  
**To:** gary@portofbrookingsharbor.com  
**Cc:** barry ultrablock.com  
**Subject:** RE: Port of Brookings Harbor  
**Attachments:** Port Of Brookings Quote.pdf

Gary,

Please see the attached quote for the [ **Port of Brookings Harbor** ] project. **STANDARD GRADE BLOCKS ARE ASSUMED FOR QUOTING PURPOSES. IF AVAILABLE, UTILITY BLOCKS ARE \$10 LESS PER BLOCK. ASK ABOUT THE AVAILABILITY OF UTILITY GRADE BLOCKS AT TIME OF ORDER. WE DO NOT MAKE THEM ON PURPOSE SO AVAILABILITY WILL VARY DAY TO DAY.**

To place the order, simply sign the quote and return. **Be advised extensive lead times currently apply to most orders.**

**Please note that engineering is not included in the quoted price. We would be happy to work with your engineer or can recommend one to you if needed.**

Please let us know if you have any questions.

Thanks,

**Mike Navarre** Toll free: 800-377-3877  
Lead Estimator **Direct Line: 360-952-4236**  
Office: 360-694-0141  
Fax: 360-694-0281



[www.ultrablock.com](http://www.ultrablock.com)



[www.stoneterra.net](http://www.stoneterra.net)



[www.verticrete.com](http://www.verticrete.com)

**From:** gary@portofbrookingsharbor.com <gary@portofbrookingsharbor.com>  
**Sent:** Friday, June 23, 2023 2:51 PM  
**To:** estimating ultrablock.com <estimating@ultrablock.com>  
**Cc:** 'Travis Webster' <travis@portofbrookingsharbor.com>  
**Subject:** Port of Brookings Harbor - Concrete Blocks Quote

Hello,

Would you be interested in providing a quote for our Port? We are looking to purchase either 170 each Full Block (2.5'x2.5'x5') or 113 each 3X Beam Block (2.5'x2.5'x7.5') / utility grade finish.

Shipping address:  
16330 Lower Harbor Road  
Brookings, Oregon 97415

Please let me know if you have any questions.

Thank you,  
Gary Dehlinger  
Port of Brookings Harbor  
Cell 541-373-0280

<b>Bill to:</b>	Cash Sale Will Call White City, 97503	<b>Project:</b>	POBH Sediment Stockpile Brookings, OR 97415
<b>Contact:</b>		<b>Site Contact:</b>	Gary
<b>Phone:</b>	<b>Fax:</b>	<b>Phone:</b>	(547) 373-0280
<b>Customer ID:</b>	CashSale	<b>ShipVia:</b>	
<b>Terms:</b>	DUE ON RECEIPT	<b>PO:</b>	
		<b>Sales Rep:</b>	Brian Smith

Qty	Item	Description	Unit Weight	UOM	Unit Price	Extension
		<b>Structure: Eco Blocks</b>				
150	EcoBlock	Eco Block 2' x 2' x 6'	3,600	EA	<i>\$182/EA</i>	\$27,427.50
		<b>Structure: Other</b>				
22	Freight	Freight Charge - Per Truckload	0	EA	\$1,680.00	\$36,960.00
			<b>Total Weight</b>	540,000		
						<b>Taxable</b> \$0.00
						<b>Non-Taxable</b> \$64,387.50
						<b>Sub Total</b> \$64,387.50
						<b>Tax</b> \$0.00
						<b>Total</b> \$64,387.50

## NOTES

**All quantities are approximate and subject to change as per receipt of approved/revised plans, full information and/or unforeseen field changes. Unit prices shall apply.**

Prices are firm for 30 days from date of quote.

All returns subject to 20% restocking fee. Damaged or unsellable items will not be accepted. All special order product cannot be returned.

Lead time to be determined at time of submittal approval.

Unless explicitly stated otherwise, this quote does not include concrete coatings or liners.

Unless explicitly stated otherwise, contractor to supply all manhole, inlet and vault to invert connections.

Unless explicitly stated otherwise, this quote does not include manhole channels

Quote assumes full truckloads. Additional freight charges will apply for partial loads.

Any changes made to the project or drawings after submittals have been approved are the customers responsibility.

Revised Pricing will be discussed and applied to the order

Due to the rapid fluctuation of Fuel Cost, Freight rates are subject to change upon delivery

1. **TERMS OF PAYMENT:** Buyer agrees to pay interest at the maximum legal rate allowed by law on any invoice amount past due until paid, both before and after judgment, and further agrees to pay all costs incurred in collection of past due amounts, including reasonable attorneys' fees, whether suit is filed thereon or not. Buyer agrees that venue for any litigation between Seller and Buyer will be Jackson County, OR. All matters between Seller and Buyer will be governed by the laws of the State of Oregon. Buyer acknowledges that Seller's right to receive payments in current funds on the Account have been or will be assigned to Rogue Valley Precast, LLC 973 Ave G, White City, OR, 97503. All indebtedness owed by Buyer to Seller shall be payable in Jackson County, OR. Buyer further agrees to pay all amounts due on the Account, including interest and cost of collection, for all labor and materials supplied on the Account. Buyer agrees that all lien waivers will be effective only to the dollar amount of payments actually received. Buyer agrees that Seller retains its mechanic's lien, payment bond or similar security rights for unpaid deliveries under any and all circumstances, despite any documents or agreements that may state or imply otherwise. Buyer agrees to pay reasonable storage fees if materials are stored on Seller's yard more than sixty (60) days after Seller is ready for delivery.
2. **TAXES:** Unless otherwise stated, prices do not include any city, county, state, federal or other taxes imposed on the goods or service sold under this document. All such taxes now or hereafter in effect shall be added to the price and shall be paid by the Buyer.
3. **TITLE:** Title to the goods shall pass to the Buyer upon delivery at the destination specified by the Buyer and agreed to by the Seller. Seller preserves to itself, and Buyer hereby grants, a security interest in the goods which are the subject matter of this contract, to secure to Seller the full payment of the purchase price and any claim for damages on account of Buyer's breach.
4. **ASSIGNMENT:** Buyer shall not assign this contract or any interest therein nor shall Buyer delegate its performance hereunder, without the prior written consent of the Seller.
5. **DELAYS:** Seller shall not be liable for any special, incidental, direct, indirect, or consequential damages suffered by buyer due to delays in seller's performance of this contract, resulting, in whole or in part, from: fire or flood; strike or other differences with employees; war; riot; embargo; delays, losses, or damages in transportation; shortages of fuel or labor or materials; acts of civil or military authorities; or any other causes beyond the reasonable control of the seller. In case of the happening of any such delay, seller shall have such additional time within which to perform as may be reasonably necessary under the circumstances and shall have the right to apportion its production among its customers in such manner as it may consider to be equitable.
6. **WARRANTY DISCLAIMER:** seller makes no warranty of any kind whatsoever, express or implied, including warranties of merchantability and fitness for a particular purpose, except that the goods shall conform to the requirements of the project specifications, if any, at time of delivery.
7. **LIMITATIONS OF REMEDIES:** subject to paragraph 10 below, the buyer's sole and exclusive remedy with respect to any defective goods shall be limited to the repair or replacement, at seller's sole discretion, of any such goods by the seller at the f.o.b. point at which the goods were sold. This obligation of the seller shall terminate one (1) year after the delivery of the goods to the buyer. Seller shall in no event be liable for any special, direct, indirect, incidental or consequential damages suffered by the buyer due to any defective workmanship, defective goods or non-conformity with the applicable specifications of the goods delivered. Any buyer's remedies with respect thereto shall be limited exclusively as herein provided.
8. **CLAIMS:** Subject to paragraph 10 below, the Seller will not recognize any claims or back charges originated by the Buyer arising out of this contract unless the claims or back charges, as the case may be, are in writing and actually received by Seller within one week from time of occurrence, giving full details. Claims or back charges not presented within such time limit shall be deemed to have been waived by the Buyer. The Seller shall be given reasonable time and access to investigate the merits of such claims or back charges.
9. **DELIVERY:** Unless otherwise provided herein, the prices include delivery f.o.b. job site, trucks with maximum loads. F.o.b. job site means truck delivery as close to job site as is practicable, or to closest accessible storage area furnished free of charge to Seller for motor truck and trailer operating under its own power with maximum load. At delivery time, Buyer shall have an authorized representative present at the designated delivery point. At Buyer's expense, Buyer shall unload the goods using Buyer's equipment and labor. If Buyer fails to have an authorized representative present at the delivery point, Seller shall unload the goods and Buyer shall be deemed to have accepted the same at that time. Subject to these terms and conditions, delivery equipment shall not be pushed or pulled by any power equipment nor shall Buyer cause the same to be done. Upon delivery, Buyer shall sign delivery tickets acknowledging such delivery and Buyer shall examine all goods delivered. Buyer shall, at the time of delivery, state in writing any and all defects and/or non-conformities as may exist in the goods delivered. Failure to do so at that time shall constitute a waiver of claims against Seller arising out of or relating to such defects and/or non-conformities. Buyer shall provide and maintain suitable access, including access roads, to job site, closest accessible point or designated storage area. Standby time in excess of one hour from the time of arrival of trucks at designated point of delivery will be charged to the account of the Buyer. Seller shall not be responsible for, or liable for damages arising out of or related to: (i) installation of the goods, (ii) preparation of the sub-grade, ground or site which is to receive the goods, (iii) settlement or other site conditions, and/or (iv) unforeseen or differing site conditions.
10. **RESTRICTED USE:** Buyer shall not, without the prior written consent of the Seller, use any of the goods which are the subject of the contract for any purpose except that herein mentioned, or remove any of the goods from the job site until the purchase price for all of the goods has been fully paid.
11. **BUYER'S SPECIFICATIONS:** Seller assumes no responsibility for the adequacy or performance of engineering, design, or specifications furnished by Buyer.
12. **NOTICE OF COMPLETION:** Seller may at its option, give Buyer written notice of the completion of the work herein specified by depositing same in the United States Mail properly stamped and addressed to Buyer at his last known address. If no written exception to said notice of completion or as to any part of the work performed hereunder is received by Seller within ten (10) days after the mailing or service of said notice of completion, said work shall be deemed to have been completed and accepted in accordance with the terms hereof.
13. **RETURN OF MATERIALS:** Standard goods shall not be returned by the Buyer without prior written acceptance by the Seller. A 20% restocking charge will be applied to all standard goods returned in re-saleable condition. No credit will be given on custom goods.
14. **CHANGES:** Any changes, corrections or deviations requested by Buyer after Buyer's acceptance of this contract shall be ineffective, unless and until Seller and Buyer agree to any additional costs or savings to be effected by such changes, corrections or deviations.
15. **WAIVER OF BREACH:** Waiver by Seller or Buyer of any breach of this contract shall not be considered a waiver of any other breach.



Rogue Valley Precast  
973 Ave G  
White City, OR 97503  
Phone: (541) 538-2500  
Fax: (541) 538-2504

**Quote Number: 23-426**

Quote Date: 6/26/2023

Office

**gary@portofbrookingsharbor.com**

---

**From:** Rebecca Hatcher <rebecca@rvpor.com>  
**Sent:** Monday, June 26, 2023 12:15 PM  
**To:** gary@portofbrookingsharbor.com  
**Subject:** RE: Port of Brookings Harbor - Concrete Blocks Quote  
**Attachments:** 23-426 POBH Sediment Stockpile Quote.pdf

Gary,

Please see the attached quote. With our eco blocks we can only make 2 a day. We would be looking at a couple of months more along 2.5 months is going to be the best guess for a lead time. We cant say exactly what the lead time is until we get them scheduled into production due to busy season and the quick changes we have to lead times. Currently we have some in stock but not enough to fill your order as of right now. Let me know if you have any questions.

On a side note with delivery we are only able to get 7 on a 48' flat bed trailer. With delivery our trucks do not have the capability to offload or set any products at time of delivery.

Regards,

*Rebecca Hatcher*

[rebecca@rvpor.com](mailto:rebecca@rvpor.com)

Phone: (541)538-2500

Direct: (541)538-2517



We will be Closed Monday, July 3<sup>rd</sup>, 2023, & Tuesday, July 4<sup>th</sup>, 2023, In Observance of Independence Day. We will Reopen Wednesday, July 5<sup>th</sup>, 2023.

**From:** gary@portofbrookingsharbor.com <gary@portofbrookingsharbor.com>  
**Sent:** Friday, June 23, 2023 3:37 PM  
**To:** Rebecca Hatcher <rebecca@rvpor.com>  
**Subject:** RE: Port of Brookings Harbor - Concrete Blocks Quote

POBH Sediment Stockpile

**From:** Rebecca Hatcher <[rebecca@rvpor.com](mailto:rebecca@rvpor.com)>  
**Sent:** Friday, June 23, 2023 3:35 PM  
**To:** [gary@portofbrookingsharbor.com](mailto:gary@portofbrookingsharbor.com)  
**Cc:** 'Travis Webster' <[travis@portofbrookingsharbor.com](mailto:travis@portofbrookingsharbor.com)>  
**Subject:** RE: Port of Brookings Harbor - Concrete Blocks Quote

Let me get all of this put together what is a job name that you would like to have on this?

Regards,

*Rebecca Hatcher*

[rebecca@rvpor.com](mailto:rebecca@rvpor.com)

Phone: (541)538-2500

Direct: (541)538-2517





We will be Closed Monday, July 3<sup>rd</sup>, 2023, & Tuesday, July 4<sup>th</sup>, 2023, In Observance of Independence Day. We will Reopen Wednesday, July 5<sup>th</sup>, 2023.

**From:** [gary@portofbrookingsharbor.com](mailto:gary@portofbrookingsharbor.com) <[gary@portofbrookingsharbor.com](mailto:gary@portofbrookingsharbor.com)>  
**Sent:** Friday, June 23, 2023 3:31 PM  
**To:** Rebecca Hatcher <[rebecca@rvpor.com](mailto:rebecca@rvpor.com)>  
**Cc:** 'Travis Webster' <[travis@portofbrookingsharbor.com](mailto:travis@portofbrookingsharbor.com)>  
**Subject:** RE: Port of Brookings Harbor - Concrete Blocks Quote

Thank you.

What is your cost per block? How many do you have in stock or how long would it take to make 150 each.

What would be an estimated freight to Brookings for 150?

Thanks,  
Gary

**From:** Rebecca Hatcher <[rebecca@rvpor.com](mailto:rebecca@rvpor.com)>  
**Sent:** Friday, June 23, 2023 3:26 PM  
**To:** [gary@portofbrookingsharbor.com](mailto:gary@portofbrookingsharbor.com)  
**Cc:** 'Travis Webster' <[travis@portofbrookingsharbor.com](mailto:travis@portofbrookingsharbor.com)>  
**Subject:** RE: Port of Brookings Harbor - Concrete Blocks Quote

I do not. I do have a couple of pictures for ya here.

Regards,  
*Rebecca Hatcher*  
[rebecca@rvpor.com](mailto:rebecca@rvpor.com)  
Phone: (541)538-2500  
Direct: (541)538-2517



We will be Closed Monday, July 3<sup>rd</sup>, 2023, & Tuesday, July 4<sup>th</sup>, 2023, In Observance of Independence Day. We will Reopen Wednesday, July 5<sup>th</sup>, 2023.

**From:** [gary@portofbrookingsharbor.com](mailto:gary@portofbrookingsharbor.com) <[gary@portofbrookingsharbor.com](mailto:gary@portofbrookingsharbor.com)>  
**Sent:** Friday, June 23, 2023 3:23 PM  
**To:** Rebecca Hatcher <[rebecca@rvpor.com](mailto:rebecca@rvpor.com)>  
**Cc:** 'Travis Webster' <[travis@portofbrookingsharbor.com](mailto:travis@portofbrookingsharbor.com)>  
**Subject:** RE: Port of Brookings Harbor - Concrete Blocks Quote

Thanks. Would you have a drawing (specs) of your block?

**From:** Rebecca Hatcher <[rebecca@rvpor.com](mailto:rebecca@rvpor.com)>  
**Sent:** Friday, June 23, 2023 3:18 PM  
**To:** [gary@portofbrookingsharbor.com](mailto:gary@portofbrookingsharbor.com)  
**Cc:** 'Travis Webster' <[travis@portofbrookingsharbor.com](mailto:travis@portofbrookingsharbor.com)>  
**Subject:** RE: Port of Brookings Harbor - Concrete Blocks Quote

Hey there,

We only make eco blocks at 2x2x6. Let me know if you have any questions. 🍌

Regards,

*Rebecca Hatcher*

[rebecca@rvpor.com](mailto:rebecca@rvpor.com)

Phone: (541)538-2500

Direct: (541)538-2517



We will be Closed Monday, July 3<sup>rd</sup>, 2023, & Tuesday, July 4<sup>th</sup>, 2023, In Observance of Independence Day. We will Reopen Wednesday, July 5<sup>th</sup>, 2023.

**From:** [gary@portofbrookingsharbor.com](mailto:gary@portofbrookingsharbor.com) <[gary@portofbrookingsharbor.com](mailto:gary@portofbrookingsharbor.com)>  
**Sent:** Friday, June 23, 2023 3:15 PM  
**To:** Rebecca Hatcher <[rebecca@rvpor.com](mailto:rebecca@rvpor.com)>  
**Cc:** 'Travis Webster' <[travis@portofbrookingsharbor.com](mailto:travis@portofbrookingsharbor.com)>  
**Subject:** Port of Brookings Harbor - Concrete Blocks Quote

Hi Rebecca,

Does Rogue Valley Precast make various sizes of concrete blocks? If you do, we are looking to purchase up to 170 blocks.

Thank you,  
Gary Dehlinger  
Port of Brookings Harbor  
Cell 541-373-0280