

**PORT OF BROOKINGS HARBOR**  
**Regular Commission Meeting**  
**Tuesday, May 18, 2021 • 6:00pm**  
**Teleconference / Meeting Room** *(limited capacity)*

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

**Meeting ID: 771 205 4017**

**Passcode: 05182021**

**(to mute/unmute: \* 6)**

**TENTATIVE AGENDA**

	<b>PAGE</b>
<b>1. CALL MEETING TO ORDER</b>	
• Pledge of Allegiance	
• Roll Call	
• Modifications, Additions, and Changes to the Agenda	
• Declaration of Potential Conflicts of Interest	
<b>2. APPROVAL OF AGENDA</b>	
<b>3. APPROVAL OF MEETING MINUTES</b>	
A. Approve Minutes of Special Commissioner Meeting Monday April 6, 2021.....	3
B. Approve Minutes of Special Commissioner Meeting Monday April 29, 2021.....	5
*** Sample motion: Motion to approve meeting minutes items A and B. ***	
<b>4. PUBLIC COMMENTS</b> – (Limited to a maximum of three minutes per person. Please email your comments to <a href="mailto:danielle@portofbrookingsharbor.com">danielle@portofbrookingsharbor.com</a> prior to the meeting. ***Please wait to be called on before speaking***)	
<b>5. MANAGEMENT REPORTS</b>	
A. Financial Report – April 2021.....	9
B. Safety Report – April 2021.....	26
C. Harbormaster Report – April 2021.....	27
D. Port Manager Report – April 2021.....	31
***Sample motion: Motion to approve management reports for April 2021 as discussed.***	
<b>6. ACTION ITEMS</b>	
A. ODFW Agreement of Confidentiality.....	37
B. Oregon Life Homes Commercial Lease Agreement.....	40
C. Delinquent Account Write Off Request.....	53
D. OSMB Intergovernmental Agreement.....	58
E. Roy Davis Memorial.....	83
F. The Roofers Change Order.....	92
<b>7. INFORMATION ITEMS</b>	
A. Pacific Seafood Receiving Docks.....	105
B. USACE Channel Dredging 2021.....	108
C. Travel Oregon Grant Application Status.....	113
D. Business Oregon Commercial Rent Relief Program.....	115
E. Emergency Response Team.....	116
<b>8. COMMISSIONER COMMENTS</b>	
<b>9. NEXT REGULAR MEETING DATE</b> – Tuesday, June 15, 2021 at 6:00pm	

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

**PORT OF BROOKINGS HARBOR**  
**Regular Commission Meeting**  
**Tuesday, May 18, 2021 • 6:00pm**  
**Teleconference / Meeting Room** *(limited capacity)*

**10. ADJOURNMENT**

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

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

**Tuesday, April 6, 2021**

The Port of Brookings Harbor District met in special session on the above date at 6:00 P.M.  
Open session via zoom teleconference and webinar.

**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 Manager Gary Dehlinger, Harbormaster Travis Webster, and Admin/Safety Coordinator Danielle King.
- **Modifications, Additions, and Changes to the Agenda**
  - Port Manager requested to add Information Item E, Political Signs.
- **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 Hartung. Motion passed 4-0.*

**3. PUBLIC COMMENTS**

- The following individuals addressed the Commissioners regarding subject matters on this meeting's agenda: Mike Murphy and County Commissioner Court Boice.

**4. ACTION ITEMS**

**A. Draft Resolution No. 2021-02, Business Oregon Commercial Rent Relief Program**

- I. Port Manager presented item.
- II. Commission discussed item.
- III. Port Manager and Harbormaster discussed item.
- IV. *Speir made a motion to approve Draft Resolution No. 2021-02, Authorizing Signature for Business Oregon Commercial Rent Relief Program. Second by Range. Motion passed 4-0.*

**B. Draft Resolution No. 2021-03, Supporting Funding Efforts for a Wastewater Treatment Plant**

- I. Port Manager presented item.
- II. Commission discussed item.
- III. *Range made a motion to approve Draft Resolution No. 2021-03, Supporting Funding Efforts for a Wastewater Treatment Plant. Second by Hartung. Motion passed 4-0.*

**C. Draft Resolution No. 2021-04, Port Rates Fiscal Year 2021-22**

- I. Port Manager presented item.
- II. Commission discussed item.
- III. *Speir made a motion to approve Draft Resolution No. 2021-04, Port Rates Fiscal Year 2021-22. Second by Hartung. **Motion passed 4-0.***

**D. Port Employee SDIS Health Care Plan Application Renewal**

- I. Port Manager presented item.
- II. Commission discussed item.
- III. *Hartung made a motion to approve SDIS Employee Health Care Plan for the 2021 plan year and allow Port Manager to sign the contract. Second by Speir. **Motion passed 4-0.***

**5. INFORMATION ITEMS**

**A. Roy Davis Memorial Fund Update**

- I. Port Manager presented item.

**B. Regular Commissioner Meeting, April 20, 2021**

- I. Port Manager presented item.

**C. Special Meeting, April 13, 2021 at 6:00PM**

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

**D. Special Meeting, April 29, 2021 at 2:00PM**

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

**E. Political Signs**

- I. Port Manager and Harbormaster presented item.

**6. COMMISSIONER COMMENTS**

- Commissioners reported on their recent activities.

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

**8. ADJOURNMENT**

- President adjourned the meeting at 6:35 pm.

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Secretary/Treasurer, Sharon Hartung

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Date Signed

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



**DRAFT MINUTES  
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.

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Secretary/Treasurer, Sharon Hartung

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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)*

# FINANCIAL SUMMARY REPORT

**Date:** May 18, 2021  
**Period:** Month End Report of Financial Activities for April 2021  
**To:** Honorable Board President and District Board Members  
**Issued by:** Gary Dehlinger, Port Manager

## April 2021 Financial Reports

### Overview / Comments

#### Balance Sheet

End of the month unrestricted cash and equivalents totaled \$377,217. Restricted cash and equivalents totaled \$853,867, with Total Assets (cash) at \$1,377,438.

#### April Profit & Loss

Total revenues from all funds were \$428,389. Total expenses were \$481,035\*. The net income was negative \$52,645.

General Fund program revenues was \$237,863 and expenses was \$212,515.

Revenue Centers		Expenses
Marina**	\$75,346	\$88,201
Beachfront RV Park	\$87,788	\$23,237
Commercial / Retail	\$44,849	\$8,649
Fuel Dock	\$29,879	\$30,493

\*\*Marina includes Administrative costs.

Unusual revenues this month include:

1. \$128,864 reimbursement from Business Oregon for the Fuel Dock Repair Project.

Unusual expenses this month include:

1. \$157,869 to Legacy Contracting for the Fuel Dock Repair Project. Port paid Legacy and reimbursement from Business Oregon did not arrive this month.
2. \$9,990 to McLennan Excavation for paving at RV Park exit road and fishing pier parking lot.
3. \$9,490 to Oregon Alarm to install Port security camera system and cameras.
4. \$6,280 to Tank Testers to reconnect fuel lines to the fuel dock after new ramp was installed.
5. \$2,480 to Palm Industries for cleanup of flooded floors in retail businesses.

*\* Depreciation expense is not included in the budget or in our financial reports. If depreciation expense was included in the budget it would be difficult to balance the budget, and depreciation is not a cash expense, required under Generally Accepted Accounting Principles (GAAP), but not Governmental Accounting Standards Board (GASB).*

6. \$1,690 to 5-R Excavation to repair sinkhole at fishing pier.
7. \$28,204 was spent this month on materials and services for refurbishing the main restroom. Expenses paid from Port Construction Fund.

\$50,307 was transferred out of the General Fund to Debt, Capital Project and Reserve Funds.

#### **Fiscal Year Profit & Loss vs. Budget Performance**

We have completed ten (10) months of the fiscal year; the year is 83.3% complete.

##### ✓ **Income**

Any number above 83.3% is ahead of budget.

Total Income is 82.7% or 0.6% below budget.

General Fund Program Revenue is 93.9% or 10.6% above budget. Port general program revenues is on track to meet budgeted expectations.

##### ✓ **Expenses**

Any number below 83.3% is ahead of budget.

Total Expense is 73.4% or 9.9% below budget. Port has expended less than budgeted.

General Fund Expenditure is 83.6% or 0.3% above budget. Port has expended more than budgeted expectations.

#### **DOCUMENTS**

- Port Balance Sheet, 2 pages
- Profit & Loss April 2021, 4 pages
- Profit & Loss and Budget Performance FY 2020-2021, July 2020 thru June 2021, 4 pages
- Check Register, 3 pages
- Vendor Expense Report for January thru April 2021, 2 pages

**Port of Brookings Harbor**  
**Balance Sheet**  
 As of April 30, 2021

	Apr 30, 21
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
100 · UNRESTRICTED CASH & EQUIVALENTS	
101 · GENERAL FUND CHECKING & LGIP	
10103 · General Funds Ckg Umpqua 3634	189,613.70
10104 · RCU Business Ownership 0687	17.45
10105 · RCU Business Savings 0600	5.00
10106 · General Fund LGIP 6017	164,732.33
10107 · Dredging Fund LGIP 6254	20,985.22
Total 101 · GENERAL FUND CHECKING & LGIP	375,353.70
10101 · Petty Cash	362.87
10102 · COUNTER CASH	
10102.1 · Office/Reception Cash Drawer	200.00
10102.2 · RV Park Cash Drawer	500.00
10102.3 · Fuel Dock Cash Drawer	800.00
Total 10102 · COUNTER CASH	1,500.00
Total 100 · UNRESTRICTED CASH & EQUIVALENTS	377,216.57
110 · RESTRICTED CASH & EQUIVALENTS	
104 · RESTRICTED MONEY MKT & CHECKING	
20104 · USDA BOND Umpqua MM 9529	2,520.14
30104 · Debt Service Umpqua MM 8627	2,514.50
40104 · Capital Projects Umpqua 8018	
40104.1 · Government Funds	-57,242.59
40104 · Capital Projects Umpqua 8018 - Other	2,500.00
Total 40104 · Capital Projects Umpqua 8018	-54,742.59
Total 104 · RESTRICTED MONEY MKT & CHECKING	-49,707.95
105 · RESTRICTED LGIP	
20105 · USDA Bond Fund LGIP 6021	78,051.42
30105 · IFA Debt Service Fund LGIP 6020	44,344.13
50105 · Reserve Fund LGIP 6018	182,457.63
70105 · Capital Projects Fund 6273	598,723.55
Total 105 · RESTRICTED LGIP	903,576.73
Total 110 · RESTRICTED CASH & EQUIVALENTS	853,868.78
Total Checking/Savings	1,231,085.35
Accounts Receivable	
120 · ACCOUNTS RECEIVABLE	-43,912.33
Total Accounts Receivable	-43,912.33
Other Current Assets	
130 · DUE FROM TRANSFERS	
40130 · Due From Capital Projects	185,398.23
Total 130 · DUE FROM TRANSFERS	185,398.23
150 · Undeposited Funds	4,866.64
Total Other Current Assets	190,264.87
Total Current Assets	1,377,437.89
<b>TOTAL ASSETS</b>	<b>1,377,437.89</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	



**Port of Brookings Harbor**  
**Balance Sheet**  
**As of April 30, 2021**

	Apr 30, 21
200 · ACCOUNTS PAYABLE	
10201 · General Fund Accounts Payable	-223.20
60203 · Port Const. Accounts Payable	-388.28
Total 200 · ACCOUNTS PAYABLE	-611.48
Total Accounts Payable	-611.48
Credit Cards	
106 · RCU VISA ACCT	1,372.30
Total Credit Cards	1,372.30
Other Current Liabilities	
100222 · Payroll Liabilities	
10222 · HealthCare Premium - Dependent	-285.64
Total 100222 · Payroll Liabilities	-285.64
10226 · Lodging Tax Payable	24,674.46
230 · DUE TO TRANSFERS	
40230 · Due To General Fund from CP	185,398.23
Total 230 · DUE TO TRANSFERS	185,398.23
Total Other Current Liabilities	209,787.05
Total Current Liabilities	210,547.87
Total Liabilities	210,547.87
Equity	
300 · Fund Balance	
301 · Unappropriated Balance	
10301 · General Fund Unappropriated Bal	280,775.87
20301 · Revenue Bond Unappropriate Bal	99,897.67
30301 · Debt Service Unappropriated Bal	21,005.79
40301 · Capital Project Unappropriated	10,578.95
50301 · Reserve Fund Unappropriated Bal	33,092.32
Total 301 · Unappropriated Balance	445,350.60
302 · Appropriated Carryover	
10302 · General Fund Appropriated Carry	-280,775.87
20302 · Revenue Bond Appropriated Carry	-99,897.67
30302 · Debt Service Appropriated Carry	-21,005.79
40302 · Capital Proj Appropriated Carry	-10,578.95
50302 · Reserve Fund Appropriated Carry	-33,092.32
Total 302 · Appropriated Carryover	-445,350.60
Total 300 · Fund Balance	0.00
30000 · Opening Balance Equity	22.38
3900 · RETAINED EARNINGS	603,812.03
Net Income	563,055.61
Total Equity	1,166,890.02
TOTAL LIABILITIES & EQUITY	1,377,437.89

Port of Brookings Harbor  
Profit & Loss  
April 2021

	Apr 21
Income	
400 · REVENUES	
401 · GENERAL FUND REVENUES	
10412 · Property Tax Current	1,486.04
10413 · Property Tax Prior	119.63
10414 · Interest General Fund	154.13
10418 · Miscellaneous	1,142.61
10420 · Grants & Other Funding - GF	8,000.00
Total 401 · GENERAL FUND REVENUES	10,902.41
402 · GENERAL FUND PROGRAM REVENUES	
10421 · MARINA	
10421.2 · MOORAGE	
10421.3 · Commercial Slip Rent	22,728.59
10421.4 · Recreational Slip Rent	41,401.41
10421.5 · Transient	285.25
10421.6 · Liveaboard	150.00
10421.7 · Daily Moorage/Kiosk	330.00
Total 10421.2 · MOORAGE	64,895.25
10421.8 · BOAT LAUNCH	1,895.00
10421.9 · SHOWER REVENUE	101.36
10422 · STORAGE	
10422.1 · Gear Storage	4,490.16
10422.2 · Boat Storage	3,194.00
Total 10422 · STORAGE	7,684.16
10423 · ADMINISTRATIVE FEES	121.42
10424 · MARINE SERVICES	
10424.2 · 12 K Telehandler	578.90
10424 · MARINE SERVICES - Other	70.00
Total 10424 · MARINE SERVICES	648.90
Total 10421 · MARINA	75,346.09
10426 · BEACHFRONT RV PARK	
10426.1 · Space Rental	84,053.48
10426.2 · Wood Sales	480.00
10426.3 · Transaction Fee	3,255.00
10426.4 · Other Fees	0.00
Total 10426 · BEACHFRONT RV PARK	87,788.48
10427 · COMMERCIAL RETAIL	
10427.1 · Retail Property	23,819.21
10427.2 · Docks	20,290.96
10427.3 · Utilities	575.98
10427.4 · CPI and Other Fees	163.33
Total 10427 · COMMERCIAL RETAIL	44,849.48
10428 · FUEL DOCK	29,879.39
Total 402 · GENERAL FUND PROGRAM REV...	237,863.44
420 · USDA REVENUE BOND FUND	
20414 · Interest Revenue Bond Fund	38.58

Port of Brookings Harbor  
**Profit & Loss**  
April 2021

	Apr 21
20419 · Transfer to USDA Bond Fund	10,843.00
Total 420 · USDA REVENUE BOND FUND	10,881.58
430 · DEBT SERVICE FUND REVENUE	
30414 · Interest Debt Service Fund	22.22
30419 · Transfer to Debt Service Fund	30,291.71
Total 430 · DEBT SERVICE FUND REVENUE	30,313.93
440 · CAPITAL PROJECTS FUND REVENUE	
40416 · Government Funding	
40416.3 · State Lottery Funding	128,864.00
Total 40416 · Government Funding	128,864.00
40419 · Transfer to Capital Project	2,363.38
Total 440 · CAPITAL PROJECTS FUND REVE...	131,227.38
450 · RESERVE FUND REVENUE	
50414 · Interest Reserve Fund	89.93
50419 · Transfer to Reserve Fund	2,000.00
Total 450 · RESERVE FUND REVENUE	2,089.93
460 · DEBT SERV. RV PARK IMPROV. FUND	
60419 · Transfer OR FFC 2020 Debt Serv.	4,809.87
Total 460 · DEBT SERV. RV PARK IMPROV. F...	4,809.87
470 · PORT CONSTRUCTION FUND REVENUE	
70414 · Interest Port Construction Fund	301.33
Total 470 · PORT CONSTRUCTION FUND RE...	301.33
Total 400 · REVENUES	428,389.87
Total Income	428,389.87
Gross Profit	428,389.87
Expense	
600 · GENERAL FUND EXPENDITURES	
10900 · Operating Transfers Out General	50,307.96
500 · PERSONNEL SERVICES	
10501 · Port Manager	6,217.60
10502 · Port Office Staff	8,886.35
10503 · RV Park Office Staff	2,011.06
10504 · Operations Staff	19,026.07
10505 · Overtime	
10505.1 · Office	175.19
10505.2 · Operations	132.05
Total 10505 · Overtime	307.24
10506 · Payroll Taxes/Costs/Benefits	
10506.2 · Sick Leave Benefit	507.68
10506.3 · Vacation	1,273.04
10506.5 · SEP Retirement	
10506.6 · Office	1,226.03
10506.7 · Operations	1,503.54

3:50 PM  
05/07/21  
Cash Basis

Port of Brookings Harbor  
**Profit & Loss**  
April 2021

	Apr 21
10506.8 · Port Manager	653.06
Total 10506.5 · SEP Retirement	3,382.63
10506.9 · Personal Vehicle Allowance	313.06
10507 · Payroll Taxes	4,163.38
Total 10506 · Payroll Taxes/Costs/Benefits	9,639.79
10509 · Health Care and Dental	6,821.10
Total 500 · PERSONNEL SERVICES	52,909.21
601 · GENERAL FUND Material & Service	
10601 · ADVERTISING & NOTIFICATIONS	104.00
10602 · REPAIRS & MAINTENANCE	
10602.1 · Maintenance & Repairs	
10602.5 · Projects	302.42
10602.1 · Maintenance & Repairs - Ot...	20,517.27
Total 10602.1 · Maintenance & Repairs	20,819.69
10602.2 · Contracts and Agreements	2,790.00
10602.3 · Tools & Equipment Purchases	408.98
10602.4 · Supplies & Services	13,058.20
Total 10602 · REPAIRS & MAINTENANCE	37,076.87
10603 · FUEL purchased for resale	22,871.67
10605 · UTILITIES	
10605.1 · Electric	9,630.23
10605.2 · RV Park Cable TV	571.26
10605.3 · Sanitary	3,286.13
10605.5 · Telecommunications	1,028.78
10605.6 · Waste Removal	3,721.36
10605.7 · Water	1,427.60
Total 10605 · UTILITIES	19,665.36
10606 · OFFICE EXPENSE	1,398.30
10607 · BANK SERVICE & FINANCE FEES	4,272.94
10608 · TRAINING & TRAVEL	35.73
10609 · PERMITS, LICENSES, TAXES & MI...	119.70
10610 · INSURANCE; PROP & CAS, BOND	9,216.36
10611 · PROFESSIONAL FEES	
10611.1 · Accounting	500.00
10611.2 · Attorney	2,150.00
10611.6 · Payroll Administration	883.06
10611.7 · IT/Computer Support	99.00
Total 10611 · PROFESSIONAL FEES	3,632.06
Total 601 · GENERAL FUND Material & Service	98,392.99
710 · GENERAL FUND CAPITAL OUTLAY	
10704 · Equipment	10,905.06
Total 710 · GENERAL FUND CAPITAL OUTLAY	10,905.06
Total 600 · GENERAL FUND EXPENDITURES	212,515.22
630 · DEBT SERVICE FUND EXPENDITURES	
801 · Principal	

3:50 PM  
05/07/21  
Cash Basis

Port of Brookings Harbor  
Profit & Loss  
April 2021

	Apr 21
30803P · 50 BFMII Travelift Principal	4,043.07
30804P · 2018 Genie Forklift Principal	1,148.99
Total 801 · Principal	5,192.06
810 · Interest Payments	
30813I · 50 BFMII Travelift Interest	615.93
30814I · 2018 Genie Forklift Interest	315.72
Total 810 · Interest Payments	931.65
Total 630 · DEBT SERVICE FUND EXPENDITUR...	6,123.71
640 · CAPT. PROJ. EXPENDITURES	
40602 · Materials & Services Capt Proj	20.00
740 · CAPT. PROJ. CAPITAL OUTLAY	
40702 · Land Improvement - Capt Proj	
40702.1 · Engineering/Consultants	11,907.50
40702.2 · Materials & Services	217,454.97
Total 40702 · Land Improvement - Capt Proj	229,362.47
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	229,362.47
Total 640 · CAPT. PROJ. EXPENDITURES	229,382.47
660 · DEBT SERV. RV PARK EXPENDITURES	
60806P · RV Park Improv. Loan Principal	3,162.94
60815I · RV Park Improv. Loan Interest	1,646.93
Total 660 · DEBT SERV. RV PARK EXPENDITU...	4,809.87
670 · PORT CONST FUND EXPENDITURES	
70100 · PORT CONST. CAPITAL OUTLAY	
70700 · Land Improvement - Port Const.	28,203.79
Total 70100 · PORT CONST. CAPITAL OUTLAY	28,203.79
Total 670 · PORT CONST FUND EXPENDITURES	28,203.79
Total Expense	481,035.06
Net Income	-52,645.19

Port of Brookings Harbor  
Profit & Loss Budget Performance FY 2020-2021

July 2020 through June 2021

	Jul '20 - Jun 21	Budget	% of Budget
Income			
400 · REVENUES			
401 · GENERAL FUND REVENUES			
10411 · Cash Carry Over	0.00	319,000.00	0.0%
10412 · Property Tax Current	237,941.54	245,000.00	97.1%
10413 · Property Tax Prior	9,079.63	9,500.00	95.6%
10414 · Interest General Fund	1,679.47	3,570.00	47.0%
10415 · Loans - General Fund	700,000.00	700,000.00	100.0%
10417 · Assets Sales	0.00	6,000.00	0.0%
10418 · Miscellaneous	32,974.59	29,652.00	111.2%
10420 · Grants & Other Funding - GF	95,786.18	100,000.00	95.8%
Total 401 · GENERAL FUND REVENUES	1,077,461.41	1,412,722.00	76.3%
402 · GENERAL FUND PROGRAM REVENUES			
10421 · MARINA			
10421.2 · MOORAGE			
10421.3 · Commercial Slip Rent	149,664.76		
10421.4 · Recreational Slip Rent	347,169.01		
10421.5 · Transient	12,910.90		
10421.6 · Liveaboard	4,125.00		
Total 10421.2 · MOORAGE	513,869.67		
10421.8 · BOAT LAUNCH	22,955.55		
10421.9 · SHOWER REVENUE	3,424.26		
10422 · STORAGE			
10422.1 · Gear Storage	54,383.66		
10422.2 · Boat Storage	31,305.20		
Total 10422 · STORAGE	85,688.86		
10423 · ADMINISTRATIVE FEES			
10423.1 · Charter License Fee	5,100.00		
10423 · ADMINISTRATIVE FEES - Other	3,498.53		
Total 10423 · ADMINISTRATIVE FEES	8,598.53		
10424 · MARINE SERVICES			
10424.1 · Travelift	18,851.70		
10424.2 · 12 K Telehandler	6,773.30		
10424 · MARINE SERVICES - Other	28,088.01	70,000.00	40.1%
Total 10424 · MARINE SERVICES	53,713.01	70,000.00	76.7%
10425 · PROPERTY GROUND EVENT USE	256.25	0.00	100.0%
10421 · MARINA - Other	180.00	640,000.00	0.0%
Total 10421 · MARINA	688,686.13	710,000.00	97.0%
10426 · BEACHFRONT RV PARK			
10426.1 · Space Rental	692,274.78		
10426.2 · Wood Sales	3,155.00		
10426.3 · Transaction Fee	29,635.00		
10426.4 · Other Fees	260.00		
10426 · BEACHFRONT RV PARK - Other	0.00	571,000.00	0.0%
Total 10426 · BEACHFRONT RV PARK	725,324.78	571,000.00	127.0%
10427 · COMMERCIAL RETAIL			
10427.1 · Retail Property	273,679.87		
10427.2 · Docks	168,345.86		
10427.3 · Utilities	6,835.78		
10427.4 · CPI and Other Fees	8,374.13		
10427 · COMMERCIAL RETAIL - Other	0.00	515,000.00	0.0%
Total 10427 · COMMERCIAL RETAIL	457,235.64	515,000.00	88.8%
10428 · FUEL DOCK	406,315.85	630,000.00	64.5%
Total 402 · GENERAL FUND PROGRAM REVENUES	2,277,562.40	2,426,000.00	93.9%
420 · USDA REVENUE BOND FUND			
20411 · Cash Carry Over - USDA Revenue	0.00	98,395.00	0.0%
20414 · Interest Revenue Bond Fund	603.33	2,000.00	30.2%
20419 · Transfer to USDA Bond Fund	119,273.00	130,120.00	91.7%
Total 420 · USDA REVENUE BOND FUND	119,876.33	230,515.00	52.0%
430 · DEBT SERVICE FUND REVENUE			
30411 · Cash Carry Over - Debt Service	0.00	23,602.00	0.0%
30414 · Interest Debt Service Fund	484.98	1,500.00	32.3%

Port of Brookings Harbor  
Profit & Loss Budget Performance FY 2020-2021

July 2020 through June 2021

	Jul '20 - Jun 21	Budget	% of Budget
30419 · Transfer to Debt Service Fund	333,208.81	368,283.00	90.5%
Total 430 · DEBT SERVICE FUND REVENUE	333,693.79	393,385.00	84.8%
440 · CAPITAL PROJECTS FUND REVENUE			
40411 · Cash Carry Over - Capt Proj	0.00	2,500.00	0.0%
40416 · Government Funding			
40416.1 · Grant Funding	0.00	0.00	0.0%
40416.2 · FEMA Funding	0.00	120,000.00	0.0%
40416.3 · State Lottery Funding	427,977.00	570,000.00	75.1%
Total 40416 · Government Funding	427,977.00	690,000.00	62.0%
40419 · Transfer to Capital Project	73,094.96	75,000.00	97.5%
Total 440 · CAPITAL PROJECTS FUND REVENUE	501,071.96	767,500.00	65.3%
450 · RESERVE FUND REVENUE			
50411 · Cash Carry Over - Reserve Fund	0.00	130,000.00	0.0%
50414 · Interest Reserve Fund	1,187.83	3,000.00	39.6%
50419 · Transfer to Reserve Fund	22,000.00	24,000.00	91.7%
Total 450 · RESERVE FUND REVENUE	23,187.83	157,000.00	14.8%
460 · DEBT SERV. RV PARK IMPROV. FUND			
60419 · Transfer OR FFC 2020 Debt Serv.	48,098.70	52,908.00	90.9%
Total 460 · DEBT SERV. RV PARK IMPROV. FUND	48,098.70	52,908.00	90.9%
470 · PORT CONSTRUCTION FUND REVENUE			
70414 · Interest Port Construction Fund	4,105.75	5,000.00	82.1%
70419 · Transfers to Port Const. Fund	684,000.00	684,000.00	100.0%
Total 470 · PORT CONSTRUCTION FUND REVENUE	688,105.75	689,000.00	99.9%
Total 400 · REVENUES	5,069,058.17	6,129,030.00	82.7%
Total Income	5,069,058.17	6,129,030.00	82.7%
Gross Profit	5,069,058.17	6,129,030.00	82.7%
Expense			
600 · GENERAL FUND EXPENDITURES			
10900 · Operating Transfers Out General	1,279,675.47	1,334,311.00	95.9%
500 · PERSONNEL SERVICES			
10501 · Port Manager	71,422.64	84,500.00	84.5%
10502 · Port Office Staff	91,370.67	116,465.00	78.5%
10503 · RV Park Office Staff	31,493.80	48,194.00	65.3%
10504 · Operations Staff	203,116.94	256,620.00	79.2%
10505 · Overtime			
10505.1 · Office	2,979.69	863.00	345.3%
10505.2 · Operations	1,869.15		
10505 · Overtime - Other	0.00	9,137.00	0.0%
Total 10505 · Overtime	4,848.84	10,000.00	48.5%
10506 · Payroll Taxes/Costs/Benefits			
10506.1 · Paid Holidays	11,102.40		
10506.2 · Sick Leave Benefit			
Families First COVID-19 Act	1,975.02		
10506.2 · Sick Leave Benefit - Other	3,045.25		
Total 10506.2 · Sick Leave Benefit	5,020.27		
10506.3 · Vacation	28,155.65		
10506.4 · Bereavement Leave/Jury Duty	105.52		
10506.5 · SEP Retirement			
10506.6 · Office	14,611.54		
10506.7 · Operations	17,594.58		
10506.8 · Port Manager	7,890.81		
Total 10506.5 · SEP Retirement	40,096.93		
10506.9 · Personal Vehicle Allowance	3,600.19		
10507 · Payroll Taxes	45,025.08		
10506 · Payroll Taxes/Costs/Benefits - Other	0.00	141,785.00	0.0%
Total 10506 · Payroll Taxes/Costs/Benefits	133,106.04	141,785.00	93.9%
10508 · Workers Compensation	7,536.46	18,920.00	39.8%
10509 · Health Care and Dental	76,547.90	81,855.00	93.5%



Port of Brookings Harbor  
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July 2020 through June 2021

	Jul '20 - Jun 21	Budget	% of Budget
Total 500 · PERSONNEL SERVICES	619,443.29	758,339.00	81.7%
601 · GENERAL FUND Material & Service			
10601 · ADVERTISING & NOTIFICATIONS	2,849.86	14,105.00	20.2%
10602 · REPAIRS & MAINTENANCE			
10602.1 · Maintenance & Repairs			
10602.5 · Projects	124,016.62		
10602.1 · Maintenance & Repairs - Other	56,456.07	0.00	100.0%
Total 10602.1 · Maintenance & Repairs	180,472.69	0.00	100.0%
10602.2 · Contracts and Agreements	36,474.48		
10602.3 · Tools & Equipment Purchases	2,479.87		
10602.4 · Supplies & Services	153,284.95		
10602 · REPAIRS & MAINTENANCE - Other	0.00	342,586.00	0.0%
Total 10602 · REPAIRS & MAINTENANCE	372,711.99	342,586.00	108.8%
10603 · FUEL purchased for resale	332,658.41	580,000.00	57.4%
10605 · UTILITIES			
10605.1 · Electric	88,219.20		
10605.2 · RV Park Cable TV	6,159.15		
10605.3 · Sanitary	52,008.82		
10605.5 · Telecommunications	10,194.95		
10605.6 · Waste Removal	58,262.12		
10605.7 · Water	22,103.70		
10605 · UTILITIES - Other	0.00	319,483.00	0.0%
Total 10605 · UTILITIES	236,947.94	319,483.00	74.2%
10606 · OFFICE EXPENSE	39,118.89	61,011.00	64.1%
10607 · BANK SERVICE & FINANCE FEES	44,616.04	34,818.00	128.1%
10608 · TRAINING & TRAVEL	1,027.31	10,162.00	10.1%
10609 · PERMITS, LICENSES, TAXES & MISC	5,092.71	12,085.00	42.1%
10610 · INSURANCE; PROP & CAS, BOND	91,882.19	86,996.00	105.6%
10611 · PROFESSIONAL FEES			
10611.1 · Accounting	5,000.00		
10611.2 · Attorney	14,673.00		
10611.3 · Audit	15,500.00		
10611.4 · Engineering/Consultant	40,385.00		
10611.6 · Payroll Administration	4,888.30		
10611.7 · IT/Computer Support	3,492.35		
10611 · PROFESSIONAL FEES - Other	0.00	97,463.00	0.0%
Total 10611 · PROFESSIONAL FEES	83,938.65	97,463.00	86.1%
Total 601 · GENERAL FUND Material & Service	1,210,843.99	1,558,709.00	77.7%
710 · GENERAL FUND CAPITAL OUTLAY			
10702 · Land Improvements	5,991.50	6,000.00	99.9%
10704 · Equipment	55,648.68	60,000.00	92.7%
Total 710 · GENERAL FUND CAPITAL OUTLAY	61,640.18	66,000.00	93.4%
920 · OPERATING CONTINGENCY	0.00	76,363.00	0.0%
Total 600 · GENERAL FUND EXPENDITURES	3,171,602.93	3,793,722.00	83.6%
620 · USDA REVENUE BOND EXPENDITURES			
20801P · USDA Revenue Bond Principal	76,090.59	76,112.00	100.0%
20810I · USDA Revenue Bond Interest	54,029.41	54,008.00	100.0%
Total 620 · USDA REVENUE BOND EXPENDITURES	130,120.00	130,120.00	100.0%
630 · DEBT SERVICE FUND EXPENDITURES			
30802P · IFA PRINCIPAL			
30802.1 · OBDD #520139/Boardwalk Prin	15,173.84		
30802.2 · OBDD #525172/RV Park Prin.	13,683.68		
30802.3 · OBDD #525176/Green Bldg Prn	24,096.36		
30802.4 · OBDD #525181/EurekaFish Prn	15,651.92		
30802.5 · SPWF #L02009/Cold Strg Prin	76,339.44		
30802.7 · SPWF L98004/Dock Impr Prin	48,789.08		
30802.8 · SPWF L02001/MarineFuel Dock Prn	73,683.36		
30802.9 · SPWF X03004/Eureka Fishery Prin	22,582.32		
30802P · IFA PRINCIPAL - Other	0.00	294,800.00	0.0%
Total 30802P · IFA PRINCIPAL	290,000.00	294,800.00	98.4%
801 · Principal			
30803P · 50 BFMII Travelift Principal	39,565.83	47,754.00	82.9%

Port of Brookings Harbor  
Profit & Loss Budget Performance FY 2020-2021

July 2020 through June 2021

	Jul '20 - Jun 21	Budget	% of Budget
30804P · 2018 Genie Forklift Principal	11,290.26	13,616.00	82.9%
Total 801 · Principal	50,856.09	61,370.00	82.9%
810 · Interest Payments			
30813I · 50 BFMII Travelift Interest	7,024.17	8,154.00	86.1%
30814I · 2018 Genie Forklift Interest	3,356.84	3,959.00	84.8%
Total 810 · Interest Payments	10,381.01	12,113.00	85.7%
Total 630 · DEBT SERVICE FUND EXPENDITURES	351,237.10	368,283.00	95.4%
640 · CAPT. PROJ. EXPENDITURES			
40602 · Materials & Services Capt Proj	66.00		
740 · CAPT. PROJ. CAPITAL OUTLAY			
40702 · Land Improvement - Capt Proj			
40702.1 · Engineering/Consultants	66,197.50		
40702.2 · Materials & Services	622,874.59		
40702 · Land Improvement - Capt Proj - Other	0.00	765,000.00	0.0%
Total 40702 · Land Improvement - Capt Proj	689,072.09	765,000.00	90.1%
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	689,072.09	765,000.00	90.1%
Total 640 · CAPT. PROJ. EXPENDITURES	689,138.09	765,000.00	90.1%
660 · DEBT SERV. RV PARK EXPENDITURES			
60806P · RV Park Improv. Loan Principal	28,189.83	34,540.00	81.6%
60815I · RV Park Improv. Loan Interest	15,099.00	18,368.00	82.2%
Total 660 · DEBT SERV. RV PARK EXPENDITURES	43,288.83	52,908.00	81.8%
670 · PORT CONST FUND EXPENDITURES			
70100 · PORT CONST. CAPITAL OUTLAY			
70700 · Land Improvement - Port Const.	115,458.80	689,000.00	16.8%
Total 70100 · PORT CONST. CAPITAL OUTLAY	115,458.80	689,000.00	16.8%
Total 670 · PORT CONST FUND EXPENDITURES	115,458.80	689,000.00	16.8%
930 · Fund Balances			
10930 · Unappropriated Balance GF	0.00	45,000.00	0.0%
20930 · Unappropriated Balance-USDA	0.00	100,395.00	0.0%
30930 · Unappropriated Balance Debt	0.00	25,102.00	0.0%
40930 · Unappropriated Balance Capt Pro	0.00	2,500.00	0.0%
50930 · Unappropriated Balance Reserve	0.00	157,000.00	0.0%
Total 930 · Fund Balances	0.00	329,997.00	0.0%
Total Expense	4,500,845.75	6,129,030.00	73.4%
Net Income	568,212.42	0.00	100.0%

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Cash Basis

## Port of Brookings Harbor

## Check Registers

As of April 30, 2021

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	DEBIT	04/01/2021	Tyree Oil, Inc	Account # 56851 Fuel Purchase		11,504.23
Bill Pmt -Check	DEBIT	04/05/2021	US Bank Equipment Finance	Contract No. 500-0623925-000		223.20
Check	DEBIT	04/02/2021	ADP	Advice of Debit 576924716 Payroll Date: 03/24/2021		131.58
Check	DEBIT	04/02/2021	ADP	Advice of Debit #577120565 ezLaborManager/ADP 300 Timeclock (3 Timeclocks)		180.35
Bill Pmt -Check	DEBIT	04/12/2021	Tyree Oil, Inc	Account # 56851 Fuel Purchase		11,367.44
Check	DEBIT	04/02/2021	Elavon	MARCH 2021 MERCHANT SERVICE FEE ACCT#316		818.54
Check	DEBIT	04/02/2021	Elavon	MARCH 2021 MERCHANT SERVICE FEE ACCT#951		81.57
Check	DEBIT	04/02/2021	Elavon	MARCH 2021 MERCHANT SERVICE FEE ACCT#873 Ventek Boat Launch		48.86
Sales Tax Payment	DEBIT	04/02/2021	Oregon Lodging Tax	BIN: 0294055-3 1st QTR 2021 Lodging Tax Confirmation No.0-532-675-840		1,247.07
Check	DEBIT	04/07/2021	Edward Jones	Employer Contribution 04/07/2021 ConfirmationRDWMK-ZXFJY		152.60
Check	DEBIT	04/07/2021	Edward Jones	Employer Contribution 04/07/2021 ConfirmationRDWMK-ZYGOG		204.25
Check	DEBIT	04/07/2021	Edward Jones	Employer Contribution 04/07/2021 ConfirmationRDWMK-ZYLG		134.02
Check	DEBIT	04/07/2021	Edward Jones	Employer Contribution 04/07/2021 ConfirmationRDWMK-ZYPWM		140.74
Check	DEBIT	04/07/2021	Edward Jones	Employer Contribution 04/07/2021 ConfirmationRDWMK-ZYTLJ		149.13
Check	DEBIT	04/07/2021	Edward Jones	Employer Contribution 04/07/2021 ConfirmationRDWMK-ZZ0F1		127.96
Check	DEBIT	04/07/2021	Edward Jones	Employer Contribution 04/07/2021 ConfirmationRDWMK-ZZ48N		289.20
Check	DEBIT	04/07/2021	TD Ameritrade	Employer Contribution 04/07/2021 ConfirmationRDWMK-ZZ8MJ		179.40
Check	DEBIT	04/07/2021	US Bank Sep- IRA	Employer Contribution 04/07/2021 ConfirmationRDWMK-ZZDCX		326.53
Bill Pmt -Check	DEBIT	04/16/2021	Chevron Business Card	Account # 0496007075666		497.45
Check	DEBIT	04/21/2021	Edward Jones	Employer Contribution 04/21/2021 ConfirmationRG9K3-HW9DN		140.50
Check	DEBIT	04/21/2021	Edward Jones	Employer Contribution 04/21/2021 ConfirmationRG9K3-HX9VX		193.27
Check	DEBIT	04/21/2021	Edward Jones	Employer Contribution 04/21/2021 ConfirmationRG9K3-HXDVD		142.03
Check	DEBIT	04/21/2021	Edward Jones	Employer Contribution 04/21/2021 ConfirmationRG9K3-HXHHT		131.00
Check	DEBIT	04/21/2021	Edward Jones	Employer Contribution 04/21/2021 ConfirmationRG9K3-HXLFF		151.77
Check	DEBIT	04/21/2021	Edward Jones	Employer Contribution 04/21/2021 ConfirmationRG9K3-HXPCC		123.60
Check	DEBIT	04/21/2021	Edward Jones	Employer Contribution 04/21/2021 ConfirmationRG9K3-HXS1C		289.20
Check	DEBIT	04/21/2021	TD Ameritrade	Employer Contribution 04/21/2021 ConfirmationRG9K3-HXVGN		180.90
Check	DEBIT	04/21/2021	US Bank Sep- IRA	Employer Contribution 04/21/2021 ConfirmationRG9K3-HXY6P		326.53
Check	DEBIT	04/16/2021	ADP	Advice of Debit 577870989 Payroll Date: 04/16/2021		138.04
Bill Pmt -Check	DEBIT	04/05/2021	US Bank Equipment Finance	Contract No. 500-0623925-000		223.20
Bill Pmt -Check	DEBIT	04/22/2021	Pitney Bowes, Inc.	Power Postage Acct# 8000-9000-0324-9186		300.00
Check	DEBIT	04/14/2021	ADP	Advice of Debit 579778245 Payroll Date: 05/05/2021		252.74
Check	DEBIT	04/30/2021	ADP	Advice of Debit #579007495 ezLaborManager/ADP 300 Timeclock (3 Timeclocks)		180.35
General Journal	DEBT 04/01	04/01/2021		Transfer to Debt Service Fund for Travelift Payment		4,659.00
General Journal	DEBT 04/01	04/01/2021		Transfer to Debt Service Fund for Fork Lift Payment		1,464.71
General Journal	DEBT 04/01	04/01/2021		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment		4,809.87
General Journal	DREDGE 4/1	04/01/2021		General Fund Internal Transfer from Umpqua General Fund to Dredging Fund LGIP 6254 2% Gross Resou...		2,974.16
General Journal	CP 04/02	04/02/2021		Transfer to Capital Projects for payment to EMC Engineering inv#91009-2073		1,687.50
General Journal	CP 04/02	04/02/2021		Transfer to Capital Projects for payment to EMC Engineering inv#91009-2072		10,220.00
General Journal	PAY 04/07	04/07/2021		Rec 04/07/2021 payroll		15,170.97
General Journal	TAX 04/07	04/07/2021		Rec 04/07/2021 payroll		5,901.97
General Journal	CP 04/09	04/09/2021		Transfer to Capital Projects for payment to Mascott inv#514608		2,343.38
General Journal	CP 04/20	04/20/2021		Transfer to Capital Projects for payment for STOP PAYMENT FEE		20.00
General Journal	PAY 04/21	04/21/2021		Rec 04/21/2021 payroll		15,096.35
General Journal	TAX 04/21	04/21/2021		Rec 04/21/2021 payroll		5,881.08
General Journal	USCG 04/24	04/24/2021		APR 2021 LEASE Pmt	923.24	
General Journal	CRR 04/26	04/26/2021	Zola's on the Water	Deposit- Commercial Rent Relief received on behalf of Zola's on the Water - INV#CRCL00034, DOCUM...	8,000.00	
Bill Pmt -Check	10336	04/02/2021	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Supplies & Materials		295.56
Bill Pmt -Check	10337	04/02/2021	5-R Excavation, LLC	Excavation, haul away, backfill and compaction of sinkhole at public fishing pier.		1,690.00
Bill Pmt -Check	10338	04/02/2021	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		57.93
Bill Pmt -Check	10339	04/02/2021	Del-Cur Supply Co-op	Customer No. 38700 Hardware & Other Supplies		20.00
Bill Pmt -Check	10340	04/02/2021	Fastenal Industrial Supplies	Customer No. ORBRK0013 Toiletries & Supplies		140.35
Bill Pmt -Check	10341	04/02/2021	Harbor View Windows, Heating & Air	Repair HVAC System at Blue Fin		836.25
Bill Pmt -Check	10342	04/02/2021	McLennan Excavation, Inc.	Asphalt Overlay: Fishing Pier & RV Park		9,990.00
Bill Pmt -Check	10343	04/02/2021	Spec Dist Assoc of OR- Prop & Cas	Policy#31P16414-203 Customer ID: 01-16414 - 2021 PROPERTY & CASUALTY POLICY		9,216.36
Bill Pmt -Check	10344	04/02/2021	Gowman Electric, Inc.	Electrical Repairs		85.00
Bill Pmt -Check	10345	04/02/2021	Harbor Sanitary District	MARCH 2021 Sanitary Bill		3,286.13
Sales Tax Payment	10346	04/02/2021	Curry County TLT	Curry County Lodging Tax		5,819.69
Check	10347	04/02/2021	Norman, Jerry	Refund for unused Moorage Pro-rated amt. \$849.68		849.68
Bill Pmt -Check	10348	04/09/2021	Anchor Lock & Key	Purchase & Installation of Auto Lock at Port Meeting Room		564.00
Bill Pmt -Check	10349	04/09/2021	Country Media, Inc.	CUST# 38747 Curry Coastal Pilot Notices		104.00
Bill Pmt -Check	10350	04/09/2021	John Kellum/John's Portable Welding	03/31/2021 - LABOR to WELD CAMERA MOUNTS - PROJECTS:Security System		75.00

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Cash Basis

## Port of Brookings Harbor

## Check Registers

As of April 30, 2021

Type	Num	Date	Name	Memo	Debit	Credit
Bill Pmt -Check	10351	04/09/2021	Quill Corporation	ACCT#1932158 Office Supplies		592.85
Bill Pmt -Check	10352	04/09/2021	SmartSign	DO NOT ENTER Sign 24"x24"		99.36
Bill Pmt -Check	10353	04/09/2021	Gowman Electric, Inc.	Electrical Repairs		870.32
Bill Pmt -Check	10354	04/09/2021	BOARDWALK MAIL SERVICE	Postage		28.32
Bill Pmt -Check	10355	04/09/2021	Curry Transfer & Recycling	Account #2040-2434-001 Trash Dumpsters		3,721.36
Bill Pmt -Check	10356	04/09/2021	Del-Cur Supply Co-op	Customer No. 38700 Hardware & Other Supplies		46.45
Bill Pmt -Check	10357	04/09/2021	Freeman Rock, Inc.	DISPOSAL YARD CLIPPINGS 4 YS MINIMUM - Weight Ticket#49806		24.00
Bill Pmt -Check	10358	04/09/2021	Pacific Rim Copy Center	24X36 COPY of Construction Drawing - Zola's on the Water		6.50
Bill Pmt -Check	10359	04/09/2021	Spec Dist Assoc of OR- Healthcare	Customer #: 03-0016414 - HEALTHCARE PREMIUM		7,562.24
Bill Pmt -Check	10360	04/09/2021	Harbor Water District P.U.D.	02/20/2021 - 03/22/2021 SERVICE/WATER BILL		1,427.60
Bill Pmt -Check	10361	04/23/2021	Da-Tone Rock Products	3/4" OPEN ROCK - RV Park Exit Road repair		254.00
Bill Pmt -Check	10362	04/23/2021	Anchor Lock & Key	Purchase & Installation of Auto Lock at Port Office		494.00
Bill Pmt -Check	10363	04/23/2021	Brookings Signs & Graphics	SIGNAGE - ADA for Marina		50.00
Bill Pmt -Check	10364	04/23/2021	Bullet Rental	Customer#32581 Loader rental - graded roads		1,543.61
Bill Pmt -Check	10365	04/23/2021	Del-Cur Supply Co-op	Customer No. 38700 Hardware & Other Supplies		488.77
Bill Pmt -Check	10366	04/23/2021	Fastenal Industrial Supplies	Customer No.ORBRK0013 Toiletries & Supplies		613.14
Bill Pmt -Check	10367	04/23/2021	Gerald W. Burns, CPA	APR Bill #4-2021		500.00
Bill Pmt -Check	10368	04/23/2021	Gowman Electric, Inc.	Electrical Repairs		212.50
Bill Pmt -Check	10369	04/23/2021	Harbor Logging Supply, Inc.	1/4x48"x120" ALUM PLATE - Transient Dock Access Lids		705.00
Bill Pmt -Check	10370	04/23/2021	Northwest Parking Equipment Company	Supplies for Boat Launch Kiosk		543.92
Bill Pmt -Check	10371	04/23/2021	Oregon Alarm	Installation of Security Camera System		9,490.00
Bill Pmt -Check	10372	04/23/2021	Palm Industries, Inc.	Water Extraction & Remediation - Sheriff's Station		2,479.99
Bill Pmt -Check	10373	04/23/2021	Quill Corporation	ACCT#1932158 Office Supplies		315.95
Bill Pmt -Check	10374	04/30/2021	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Supplies & Materials		868.39
Bill Pmt -Check	10375	04/30/2021	Absolute Golf Carts	VOID: Repair - EQ#3708 & EQ#3712 Golf Carts	0.00	
Bill Pmt -Check	10376	04/30/2021	Black & Rice LLP	MARCH 2021 Legal Services, including Charles Simpson Eviction		2,150.00
Bill Pmt -Check	10377	04/30/2021	Coos-Curry Electric Cooperative, Inc.	ACCT # 67601 Electrical Service		9,630.23
Bill Pmt -Check	10378	04/30/2021	Fastenal Industrial Supplies	Customer No.ORBRK0013 Toiletries & Supplies		2,976.57
Bill Pmt -Check	10379	04/30/2021	Platt	KRA JBX12126 12X12X6 PVC JUNCTION BOX-PROJECTS:Security System		270.28
Bill Pmt -Check	10380	04/30/2021	Rogue Credit Union	ACCT #9521 CREDIT CARD#7681		5,478.08
Bill Pmt -Check	10381	04/30/2021	Tank Testers, LLC	LABOR & MATERIALS Reattach Fuel System - C2019375 Dock Repairs & Improve		6,280.00
Bill Pmt -Check	10382	04/30/2021	Gowman Electric, Inc.	Electrical Repairs		356.91
Bill Pmt -Check	10383	04/30/2021	Grating Pacific, LLC	GRIP STRUT SAFETY GRATING - Pacific Seafood Dock		452.00
Bill Pmt -Check	10384	04/30/2021	Orcal Security Consulting LLC	Security Patrol for MARCH 2021		2,790.00
Bill Pmt -Check	10385	04/30/2021	Pump Pipe & Tank Services, LLC	04/07/2021-Filter Change & Filters for inventory - Fuel Dock Pumps		357.50
Bill Pmt -Check	10386	04/30/2021	Pump Pipe & Tank Services, LLC	04/07/2021-Filter Change & Filters for inventory - Fuel Dock Pumps		569.04
Total 10103 · General Funds Ckg Umpqua 3634					8,923.24	198,085.07
<b>10106 · General Fund LGIP 6017</b>						
Check	DEBIT	04/01/2021		LGIP Fees for MARCH 2021		1.10
General Journal	IFA 04/01	04/01/2021		Transfer to IFA Debt Service for 2nd QTR 2021 Pmt		24,168.00
General Journal	RES 04/01	04/01/2021		Transfer to Reserve Fund		2,000.00
General Journal	USDA 04/01	04/01/2021		To transfer to USDA Revenue Bond Fund for November 2021 Payment		10,843.00
General Journal	REQ #5	04/07/2021		PAY NO. 1739233 LDA REQ-5 Port of Brookings Harbor C2019375 Draw #5 Doc No. VP076338	128,864.00	
General Journal	CP 04/30	04/30/2021		Transfer to Capital Projects for payment to Legacy Pay Estimate #3,4,5		157,869.00
Total 10106 · General Fund LGIP 6017					128,864.00	194,881.10
Total 101 · GENERAL FUND CHECKING & LGIP					137,787.24	392,966.17
<b>10101 · Petty Cash</b>						
General Journal	PAY 04/07	04/07/2021		Rec 04/07/2021 payroll-Port Office - Mileage Reimbursement to Jennifer Buchnoff		6.72
Total 10101 · Petty Cash					0.00	6.72
Total 100 · UNRESTRICTED CASH & EQUIVALENTS					137,787.24	392,972.89
<b>110 · RESTRICTED CASH &amp; EQUIVALENTS</b>						
<b>104 · RESTRICTED MONEY MKT &amp; CHECKING</b>						
<b>20104 · USDA BOND Umpqua MM 9529</b>						
Total 20104 · USDA BOND Umpqua MM 9529						
<b>30104 · Debt Service Umpqua MM 8627</b>						
Check	DEBIT	04/22/2021	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #54 - 50 BFMII Travelift		4,659.00
Check	DEBIT	04/15/2021	Umpqua Bank/Loan#747041620	Genie Reach Forklift Loan#747041620 Payment #38		1,464.71
General Journal	DEBT 04/01	04/01/2021		Transfer to Debt Service Fund for Travelift Payment	4,659.00	

## Port of Brookings Harbor

## Check Registers

As of April 30, 2021

Type	Num	Date	Name	Memo	Debit	Credit
General Journal	DEBT 04/01	04/01/2021		Transfer to Debt Service Fund for Fork Lift Payment	1,464.71	
Total 30104 · Debt Service Umpqua MM 8627					6,123.71	6,123.71
<b>40104 · Capital Projects Umpqua 8018</b>						
Check	DEBIT	04/08/2021	Umpqua Bank (Service fees)	STOP PAYMENT FEE		20.00
General Journal	REQ #5	04/07/2021		PAY NO. 1739233 LDA REQ-5 Port of Brookings Harbor C2019375 Draw #5 Doc No. VP076338	128,864.00	
General Journal	REQ #5	04/07/2021		PAY NO. 1739233 LDA REQ-5 Port of Brookings Harbor C2019375 Draw #5 Doc No. VP076338		128,864.00
General Journal	CP 04/20	04/20/2021		Transfer to Capital Projects for payment for STOP PAYMENT FEE	20.00	
General Journal	USCG 04/24	04/24/2021		APR 2021 LEASE Pmt		923.24
Total 40104 · Capital Projects Umpqua 8018					128,884.00	129,807.24
Total 104 · RESTRICTED MONEY MKT & CHECKING					135,007.71	135,930.95
<b>105 · RESTRICTED LGIP</b>						
<b>20105 · USDA Bond Fund LGIP 6021</b>						
General Journal	USDA 04/01	04/01/2021		To transfer to USDA Revenue Bond Fund for November 2021 Payment	10,843.00	
Total 20105 · USDA Bond Fund LGIP 6021					10,843.00	0.00
<b>30105 · IFA Debt Service Fund LGIP 6020</b>						
General Journal	IFA 04/01	04/01/2021		Transfer to IFA Debt Service for 2nd QTR 2021 Pmt	24,168.00	
Total 30105 · IFA Debt Service Fund LGIP 6020					24,168.00	0.00
<b>50105 · Reserve Fund LGIP 6018</b>						
General Journal	RES 04/01	04/01/2021		Transfer to Reserve Fund	2,000.00	
Total 50105 · Reserve Fund LGIP 6018					2,000.00	0.00
Total 105 · RESTRICTED LGIP					37,011.00	0.00
Total 110 · RESTRICTED CASH & EQUIVALENTS					172,018.71	135,930.95
<b>TOTAL</b>					<b>309,805.95</b>	<b>528,903.84</b>



# Port of Brookings Harbor

## Purchases by Vendor Summary

### January through April 2021

	Jan - Apr 21
5-R Excavation, LLC	5,970.00
Adobe	29.98
ADP	2,370.74
Alexandre EcoDairy Farms	250.00
AMAZON MKTPLACE	602.96
Anchor Lock & Key	1,543.00
Armoilo Display Solutions	273.46
BI-MART	491.79
Black & Rice LLP	5,409.00
BOARDWALK MAIL SERVICE	183.21
Boat Launch Kiosk	11.00
BoomTech	77.47
Brookings Signs & Graphics	117.00
Bullet Rental	2,725.08
C.O. Construction	535.00
CertifiedMailLabels.com	300.00
CHEVRON	1,058.41
Chevron Business Card	1,164.45
Coastal Audio & Tint	300.00
Cole-Parmer	156.51
Coos-Curry Electric Cooperative, Inc.	38,434.04
Country Media, Inc.	1,032.33
Crow/Clay & Associates, Inc	2,593.75
Crown Plumbing	1,922.50
Curry County Community Development	765.96
Curry County Sheriff	125.00
Curry Equipment	116.89
Curry Transfer & Recycling	15,211.55
Da-Tone Rock Products	2,592.30
Del-Cur Supply Co-op	755.45
Dish Network	2,285.03
Elavon	551.46
EMC-Engineers/Scientists, LLC	30,290.00
Englund Marine Supply	323.62
Fastenal Industrial Supplies	7,861.60
Ferguson Enterprises, Inc.	15,075.72
Firefly Reservations	597.50
Frank's Heating & Refrigeration	1,667.57
FRED MEYER	49.56
Freeman Rock, Inc.	2,190.12
Gerald W. Burns, CPA	2,000.00
Gold Beach Lumber Yard, Inc.	10,376.12
Gowman Electric, Inc.	11,189.38
Grants Pass Water Lab, Inc.	3,240.00
Grating Pacific, LLC	452.00
GSS, Inc.	110.00
Harbor Corner Market LLC	21.99
Harbor Logging Supply, Inc.	4,278.85
Harbor Sanitary District	16,293.20
Harbor View Windows, Heating & Air	836.25
Harbor Water District P.U.D.	6,870.92
Heartsmart.com	546.11
Home Depot	3,388.03
Industrial Steel & Supply Co. Inc.	313.00
Intuit	2,254.56
John Kellum/John's Portable Welding	5,062.50
K&K Insurance Group, Inc.	225.00
Labor Law Posters Online	48.85
Legacy Contracting, Inc.	469,975.59
Les Schwab Tire Center	16.99
M & J Glazebrook Construction	614.75
Mascott Equipment	2,343.38
Mc Court Floor Coverings, Inc	75.00
McLennan Excavation, Inc.	9,990.00
Microsoft	199.98
NAPA Auto Part	253.66

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05/07/21

Cash Basis

# Port of Brookings Harbor

## Purchases by Vendor Summary

### January through April 2021

	Jan - Apr 21
Northwest Parking Equipment Company	1,335.84
ONLINE Purchases	227.37
Orcal Security Consulting LLC	10,890.00
Oregon Alarm	42,690.00
Pacific Office Automation	759.31
Pacific Rim Copy Center	303.40
Palm Industries, Inc.	2,479.99
Pape Material Handling	1,027.52
Pitney Bowes Global Lease	415.41
Pitney Bowes, Inc.	999.92
Platt	1,483.69
Pump Pipe & Tank Services, LLC	926.54
Quill Corporation	3,918.87
Rentprep Enterprise/Fidelis Screening	299.25
Roberts & Associates Land Surveying, Inc.	2,150.00
Rock Island Design	1,047.05
SimpliSafe	59.96
Slice Recovery	1,914.00
SmartSign	132.26
SO Backflow Techs	28.00
Spec Dist Assoc of OR- Healthcare	30,248.96
Spec Dist Assoc of OR- Prop & Cas	36,865.44
Spectrum Business 8752 19 060 0025169	360.88
Spectrum Business 8752 19 060 0226494	381.34
Spectrum Business 8752 19 060 0247029	279.92
Spectrum Business 8752 19 060 0251369	307.88
Strahm's Sealcoat & Striping, Inc.	20,126.00
SUPPLYHOUSE.COM	373.41
Tank Testers, LLC	8,497.50
The Roofers, LLC	4,000.00
Thermo Fluids, Inc.	682.70
Tidewater Contractors, Inc.	552.00
Tyree Oil, Inc	31,090.21
Uline	868.70
US Bank Equipment Finance	892.80
US Postal Service	7.95
Valvoline	45.99
VERIZON WIRELESS	1,312.31
Vonage	758.41
Wayfair LLC	285.99
WebReserv	396.00
WEEBLY-CHARGE.COM	910.00
Zipty Fiber 541-412-7930-102902-5	117.69
Zipty Fiber 541-469-5867-121516-5	304.42
Zoom Video Communications Inc.	59.96
<b>TOTAL</b>	<b>911,801.96</b>



# **SAFETY MONTHLY REPORT**

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**Date:** May 18, 2021  
**Period:** April 2021  
**To:** Gary Dehlinger, Port Manager  
**Issued By:** Danielle King, Safety Representative

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## **Safety Meetings:**

- Port maintenance staff was trained on CPR, First Aid, and Bloodborne Pathogen Training.

## **Employee Accidents:**

- No employee accidents for the month of April.

## **Accident / Incident Reports:**

1. April 6, maintenance staff was walking around the golfcart when they tripped and grabbed onto the windshield to brake fall and broke the windshield. Windshield was replaced.
2. April 14, maintenance staff found (1) hypodermic needle in the toilet of the commercial basin women's restroom. Maintenance properly picked up needle and disposed into Port's hazardous waste container.
3. April 16, moorage customer came in stating his parking permit was stolen out of his truck.
4. April 30, maintenance found (1) hypodermic needle in the commercial basin men's restroom. Maintenance properly picked up needle and disposed into Port's hazardous waste container.

# HARBORMASTER MONTHLY REPORT

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**Date:** May 18, 2021  
**Period:** April 2021  
**To:** Gary Dehlinger, Port Manager  
**Issued By:** Travis Webster, Harbormaster

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## RV Park

Staff continues to work on the RV park bathroom project. Port still plans to have restroom areas open by Memorial Day weekend. New outside lights were installed at the Park office. Staff and 5 R construction used equipment and brooms to remove the sand off the walkway. Some areas had buildup of sand up to 3". This will be a new maintenance task because of having the block walkway.

### Occupancy by Month & Year

RV Park	2020	2021	Change	Month	2020	2021	Change
January	7.45%	19%	11.45%	July	84.66%		
February	16%	23%	7%	August	70%		
March	16.4%	39%	22.6%	September	51%		
April	0%	27.5%	27.5%	October	68%		
May	5.7%			November	22%		
June	71.08%			December	15%		

## Marina

Staff walked docks inspect water lines, trip hazards, removed wood debris and cleared walkways. Staff also completed the transition metal to connect the two transient docks. There was a 9" gap that need to have a transition. Staff also made new aluminum lids for the utility access points. The old lids were concrete and had broken corners that made trip hazards and now are easier for employees to lift.

### Equipment services performed by Port Staff

**Telehandler, 5 jobs, 3 hours billed**  
**Travel Lift, 6 haul outs**

### Boat Launches Paid through Launch Machine

Month	2020	2021	Change	Month	2020	2021	Change
January	5	27	22	July	1095		
February	102	70	(32)	August	768		
March	204	178	(26)	September	583		
April	244	386	142	October	713		
May	282			November	109		
June	697			December	40		

**Commercial Receiving Dock**

Pacific Seafood reported a gap where the new receiving dock and the old dock meet. The gap is about 2 feet in width and about 20 feet long. This was a loose end that was never delt with during construction of the new dock. Port purchased foot traffic grade metal to span the gap and installed.

**Commercial Retail Building**

Sherriff department called with another toilet issue. Reported that it was not clogged but was not flushing. Port staff called in a local plumber to inspect the issue. We found that the pump that runs the masticator had failed. New pump has been ordered but was out at least 10 business days.

**Maintenance Crew**

Maintenance completed 87 work orders throughout the port. Staff installed new tire stops at the public fishing pier and added handicap parking a signage. Port also got quote for seal coating the public fishing pier parking lot. Staffs had two focus points. One, demoing RV park bathroom floor and getting new sand interceptor and plumbing installed and repouring the concrete. Two, getting all infrastructure installed for new camera system. Both tasks were completed. Cameras are up and running and working great! Inspection passed on the plumbing and concrete is replaced. RV restroom roof is expected to be completed in early May.

**WORK ORDERS LOG**  
**Port Of Brookings Harbor**  
**April 2021**

	Date	Location	Description of Work	Corrective Action	Date Completed	Completed By	
256	4/1/21	Maintenance Shop, Restroom	Install paper towel dispenser	Installed	4/1/21	Shawn	1
257	4/1/21	Boat Launch	Doggie Pot Dispenser	Installed	4/1/21	Shawn	2
258	3/31/21	Commercial Basin Restroom, Womens	Toilet paper bar screw loose	Completed	4/1/21	Shawn	3
259	3/31/21	Boat Yard Restroom	Install newer toilet paper holder	Installed	4/1/21	Shawn	4
260	3/31/21	Boat Yard Restroom	Replace soap dispenser	Replaced	4/1/21	Shawn	5
261	4/1/21	Basin I & II	Pick up debris	Completed	4/1/21	Shawn & Sean	6
262	4/1/21	Basin II, between P & Q and end of dock	Loose section	Fixed	4/1/21	Shawn & Sean	7
263	3/8/21	Port Meeting Room	Install key pad lock	Completed by Anchor Lock & Key	4/3/21	Brent	8
264	4/5/21	Boat Yard	Dump brush and debris	Completed	4/5/21	Brent	9
265	4/5/21	Basin II F 10	Rope attached to whalers	Removed ground fasteners	4/5/21	Brent	10
266	4/5/21	Fish Station	Dump fish hopper	Completed	4/5/21	Brent	11
267	4/5/21	Commercial Basin Restroom	Clogged toilet	Completed	4/5/21	Shawn	12
268	4/5/21	Public Fishing Pier	Finish curb stops	Completed	4/5/21	Shawn & Sean	13
269	4/5/21	Transient Dock	Dig trench and run conduit/wires	Completed	4/5/21	Shawn & Sean	14
270	4/5/21	Transient Dock	Fix water	Completed	4/5/21	Shawn & Sean	15
271	4/5/21	Restrooms	CR2 spray guns malfunctioning	Fixed (2) nozzels	4/6/21	Brent	16
272	3/30/21	Port Property, Port Docks	Repaint yellow lines	Completed	4/6/21	Shawn	17
273	4/7/21	Port Office	Hang no skateboarding signs	Completed	4/7/21	Shawn	18
274	4/7/21	RV Park, Site 68	Electrical panel door broken	Added hinges	4/7/21	Brent	19
275	4/7/21	Commercial Retail Restroom, Womens	Faucet broken	Replaced faucet	4/7/21	Brent	20
276	4/7/21	Public Fishing Pier	Cut concrete for disabled sign	Completed	4/7/21	Shawn	21
277	4/7/21	RV Park Office	Install light mounts	Completed	4/7/21	Shawn	22
278	4/8/21	Public Fishing Pier	Pressure wash curb stops	Completed	4/8/21	Shawn	23
279	4/8/21	Public Fishing Pier	Install handicap signs	Completed	4/8/21	Shawn	24
280	4/8/21	Launch Ramp Kiosk	Credit Card acceptor malfunctioning	reader defective, replacement ordered	4/8/21	Brent	25
281	4/8/21	Public Fishing Pier	Paint handicap stalls	Completed	4/8/21	Brent	26
282	3/3/21	Hungray Clam, Bathroom Storage	pipe leaking water	Cut valve and capped	4/9/21	Brent	27
283	4/9/21	RV Park RM	Dig out	Completed	4/9/21	Shawn & Sean	28
284	4/2/21	Basin I, B 17/19	Customer belived dock was at an angle	Maintenance checked, nothing defective or fix	4/9/21	Brent	29
285	4/9/21	Transient Dock	Rehang Port sign	Completed	4/9/21	Shawn	30
286	4/1/21	RV Park, Site 65	Fence broken	Screwed fence backed together	4/9/21	Brent	31
287	4/9/21	Port Property	Hang sheriff signs	Completed	4/9/21	Shawn & Sean	32
288	4/9/21	RV Park Toiletries Shed	Shelf getting wet	Added caulking	4/9/21	Sean	33
289	4/9/21	Kite Field Restroom, Mens	Countertop needs to be reglued	Completed	4/9/21	Sean	34
290	4/9/21	Maintenance Shop	Dumpster Full	Smashed dumpsters down	4/9/21	Brent	35
291	4/10/21	Basin II, Docks C - H	Main water line disconnected	Reconnected water line	4/10/21	Marian	36
292	4/12/21	Maintenance Shop	Stain boards	Completed	4/12/21	Shawn & Sean	37
293	4/12/21	Basin II, N 22	Tighten and replace cleats	Completed	4/12/21	Shawn	38
294	4/13/21	Port Property	Mow grass	Completed	4/13/21	Brent	39
295	4/13/21	Port Office Server	Backup needs to be updated	Completed	4/13/21	Brent	40
296	4/13/21	Fuel Dock	Fuel pump timing out	Reprogrammed settings	4/13/21	Brent	41
297	4/13/21	Kite Field Restroom	Deadbolt not working	Replaced deadbolt	4/13/21	Brent	42
298	4/13/21	Boat Launch Kiosk	Credit Card acceptor malfunctioning	Replaced with new acceptor	4/13/21	Brent	43
299	4/13/21	RV Park Restroom	Fill trench for plumbing	Completed	4/13/21	Shawn, Sean, & Travis	44
300	4/13/21	Maintenance Shop	Stain Tongue and Groove boards	Completed	4/13/21	Shawn & Sean	45
301	3/27/21	Transient Dock	Work platform moved to work dock	Completed	4/14/21	Shawn & Sean	46
302	3/13/21	Commercial Retail Parking Lot	Do not enter sign broken	Fixed	4/14/21	Shawn	47
303	4/14/21	RV Park	Prep tops of sand separators for concrete	Completed	4/14/21	Shawn, Sean, & Travis	48
304	4/14/21	Port Property	Rehang and Hang new signs	Completed	4/14/21	Shawn	49
305	4/15/21	Fuel Dock	Blow off pad by tanks	Completed	4/15/21	Shawn	50
306	4/15/21	Public Fishing Pier	Clean-up	Completed	4/15/21	Shawn & Sean	51
307	4/15/21	RV Park	Clean off sidewalk	Completed	4/15/21	Shawn & Sean	52
308	4/16/21	RV Park Restroom	Prep and pour concrete	Completed	4/16/21	Shawn, Sean, Brent & Travis	53
309	4/16/21	Fuel Tanks	Top cap unsecured	Added security straps and lock	4/17/21	Brent	54
310	4/17/21	Dumpster by Fuel Dock	Place boards in dumpsters	Completed	4/17/21	Marian	55
311	4/18/21	Boat Launch Kiosk	Out of paper	Replaced	4/18/21	Brent	56
312	4/19/21	RV Park	Weedeat Park	Completed	4/19/21	Shawn & Sean	57
313	4/19/21	Basin I & II	Walk docks	Completed	4/19/21	Shawn & Sean	58
314	4/19/21	Commercial Retail and Boat Launch	Place weed killer	Completed	4/19/21	Shawn & Sean	59
315	4/19/21	Blue Fin Realty	Hot water heater not working	Reset circuit breaker	4/19/21	Brent	60
	4/19/21	Commercial Retail Center	Weed Kill	Completed	4/19/21	Sean	
316	4/20/21	Basin I, C 3	Root ball in slip	Removed	4/20/21	Shawn & Sean	61
317	4/20/21	RV Park, Site 86	Replace spigot	Completed	4/20/21	Shawn	62
318	4/20/21	RV Park Restroom	Level and place blocks	Completed	4/20/21	Shawn, Sean, Brent & Travis	63
319	4/20/21	Basin I, C 29 & F 28	Water Leak	Fixed	4/20/21	Shawn	64
320	4/21/21	RV Park	Mowing and Weed eat	Completed	4/21/21	Shawn	65

321	4/21/21	Basin I, B 27	Broken Cleat	New cleat installed	4/21/21	Sean	66
322	4/21/21	Boat Launch	Weed Kill	Completed	4/21/21	Sean	67
323	4/21/21	RV Park, Site 93	30 amp breaker keeps popping	Gowman fixed breaker issues	4/22/21	Travis	68
324	4/22/21	Transient Dock	Work & Prep for Transient Dock	Completed	4/22/21	Shawn & Travis	69
325	4/23/21	Transient Dock	Prep & Install Angle Iron	Completed	4/23/21	Shawn & Sean	70
326	4/23/21	Maintenance Shop	Stail Tongue and Groove Boards	Completed	4/23/21	Shawn & Sean	71
327	4/23/21	RV Park Restroom	Fill in trench with gravel and compact	Completed	4/23/21	Marian	72
328	4/24/21	Basin I Area	Weedeated area	Completed	4/24/21	Marian	73
329	4/26/21	Transient Dock	Add triangle	Completed	4/26/21	Shawn & Sean	74
330	4/26/21	RV Park Restroom	Pour Concrete	Completed	4/26/21	Shawn, Sean, Brent & Travis	75
331	4/27/21	Launch Ramp Kiosk	Check Credit Card acceptor	Functioning properly	4/27/21	Brent	76
332	4/27/21	Port Office	Paper towel dispenser not working	Fixed	4/27/21	Brent	77
333	4/26/21	RV Park Golf Cart	issues going into reverse	Micro switched cleaned	4/27/21	Brent	78
334	4/27/21	Basin I C 34	1 cleat loose, 1 cleat unusable	2 new cleats installed	4/27/21	Sean	79
335	4/27/21	RV Park Office	Install A.C Unit	Completed	4/27/21	Shawn	80
336	4/27/21	RV Park Restroom	Plumbing wall	Completed	4/27/21	Shawn	81
337	4/27/21	Loading Dock	Asphalt patch	Completed	4/27/21	Shawn & Sean	82
338	4/28/21	RV Park Restroom	Clean out	Completed	4/28/21	Shawn & Sean	83
339	4/28/21	RV Park Restroom	Sand & Scrape floors	Completed	4/28/21	Shawn & Sean	84
340	4/29/21	RV Park Restroom	Finish floors & fill in holes in walls	Completed	4/29/21	Shawn & Sean	85
341	4/30/21	Boat Yard	Fill Travelift	Completed	4/30/21	Shawn	86
342	4/30/21	Transient Dock	Help John with welding	Completed	4/30/21	Shawn & Sean	87
Total Work Orders							87



# PORT MANAGER

## MONTHLY REPORT

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**Date:** May 18, 2021  
**Period:** April 2021  
**To:** Honorable Board President and District Board Members  
**Issued By:** Gary Dehlinger, Port Manager

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Curry County COVID-19 risk level continues to fluctuate between moderate and extreme. Port staff continues to follow the changes as recommended by the State.

### Security

OrCal Security and POBH recorded 29 violations in April, (16) sixteen overnight parking violations, (6) six parking violations, (3) three no camping violations, (2) two unhitched trailers, (1) one moorage violation and 1 maintenance issue with door unable to lock. April 2021 Security Log attached for your review.

### Port Office

Traffic counter at the RV Park recorded 36,784 vehicles in April, average of 1,313 per day. Counter started June 30 10-month total is 414,123 vehicles.

Port has placed and ad for part-time position at the RV Park Office to cover the weekends during summertime. Applicant interviews will begin in May.

Congressman DeFazio funding application was completed and submitted before the deadline. After the application was submitted, more discussions occurred regarding funding amounts with DeFazio's staff. After consulting with Port engineer Jack Akin, the funding earmark is now set at \$3.5 million. If the funding Bill is approved, the Port would be responsible for 20% matching and the project completed within a year.

Port completed and assisted tenants with Business Oregon Commercial Rent Relief Program applications. Three out the five applications were approved for this assistance.

Pacific Seafood amended and restated lease with the Port was completed this month. Also requested Pacific Seafood to return the Public Hoist at the end of the current lease (October 31, 2021) on the steel wall.

Port received Zola's on the Water engineered drawing for the storage expansion slab and drainage. Port engineer reviewed the drawing and had couple minor comments. Port replied to Zola's on the Water the same day with approval to proceed with necessary permitting from local and county agencies.

Oregon Alarm completed the Port's initial setup of security cameras and camera system with the help of Port staff. All cameras are working and recording as planned.

Budget message and document were completed during this month. Budget process will continue during the next couple of months.

Port received several applications and many more inquires on the Seal Cove space. This type of office space demand was surprising. All documents and computers were shredded by third party company. Space should be available for new a tenant June 1, 2021.

### **DEQ 1200-Z Industrial Stormwater**

Completed DEQ 3<sup>rd</sup> Quarter Discharge Monitoring Report and submitted to DEQ. Monthly inspections were completed as required by our Stormwater Pollution Control Plan (SWPCP).

### **Port Upcoming Projects**

In the next several months the Port will be looking to continue its maintenance and repair projects: Maintenance and repair projects may include:

- 1) Sealcoat asphalt at Fishing Pier and stripe parking stalls
- 2) Install fire hydrant at Basin 2 (Lower Harbor Rd side of basin)
- 3) General cleanup across Lower Harbor Road, Port property area
- 4) Repair Basin 2 commercial restroom roof and paint
- 5) Reorganize docks in Boat Yard and general cleanup
- 6) Separating main water source to Basin 1 Docks E, F & G. Adding a new water connection
- 7) Clean and repair Port signage
- 8) Installing keypad locks on Kite Field and Retail restrooms
- 9) Refurbishing main RV Park restroom for reopening as soon as possible

Large projects include:

- 1) FEMA DR-4432 & 4452 Engineering and Permitting (Jack Akin EMC/Engineers)

### **2019 FEMA Disasters**

Port received approval from Oregon Emergency Management for engineering and permitting for DR-4432 and DR-4452.

Jack Akin/EMC Engineers presented the project scope, preliminary construction drawings and method to the Board at a public meeting this month. The Port and Jack Akin will be seeking to secure the funding for these disaster repairs and mitigation projects.

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

FEMA Hazard Mitigation Grant Program was completed, and we are hopeful to receive additional construction mitigation funding under DR-4452. With the additional funding and matching coming from Business Oregon, this disaster repair and mitigation project could total \$4 million.



**APRIL 2021  
SECURITY LOG**

#	Date	Reported By	Issue Type	Location	Vehicle Plate	Notes
47	04/01/21	POBH	Parking Violation	Launch Ramp Parking Lot	AXJB	OR
48	04/02/21	OrCal	Overnight Parking	RV Park	7XAD905	CA
49	04/02/21	OrCal	Overnight Parking	RV Park	VRITTI	OR
50	04/08/21	OrCal	Overnight Parking	Commercial Basin Lot	8H37082	CA
51	04/08/21	OrCal	Overnight Parking	Commercial Basin Lot	CA68380	OR
52	04/08/21	OrCal	Overnight Parking	Commercial Basin Lot	7BFK710	CA
53	04/08/21	OrCal	Overnight Parking	Commercial Basin Lot	464MDM	OR
54	04/08/21	OrCal	Overnight Parking	Commercial Basin Lot	6UPV707	CA
55	04/08/21	OrCal	Overnight Parking	Commercial Basin Lot	520EQX	OR
56	04/08/21	OrCal	Overnight Parking	Commercial Basin Lot	107MAA	OR
57	04/10/21	POBH	Parking Violation	Commercial Basin Lot	757DRA	OR
58	04/10/21	OrCal	Overnight Parking	RV Park	056CGE	OR
59	04/10/21	OrCal	Overnight Parking	RV Park	051LHH	OR
60	04/13/21	OrCal	Parking Violation	Retail Parking Lot	63062RP	WA
61	04/13/21	OrCal	No Camping	Kite Field	1A784LH	ID
62	04/13/21	OrCal	Maintenance	Kite Field		Men's door unable to lock
63	04/14/21	OrCal	Unhitched Trailer	Boat Launch Parking Lot	CF2093SF	CA
64	04/16/21	OrCal	Overnight Parking	RV Park	235LNL	OR
65	04/16/21	OrCal	Overnight Parking	RV Park	136LNB	OR
66	04/16/21	POBH	Moorage Violation	Basin 2	585462	Doc# 585462
67	04/17/21	POBH	Parking Violation	Retail Parking Lot	289 FXW	OR
68	04/19/21	POBH	Unhitched Trailer	Commercial Basin Lot	4525079	OR
69	04/21/21	OrCal	Overnight Parking	Retail Parking Lot	No Plate	GMC Sierra
70	04/21/21	OrCal	No Camping	RV Park	BQK3405	WA
71	04/21/21	OrCal	No Camping	Commercial Basin Lot	393KLK	OR
72	04/22/21	OrCal	Overnight Parking	Commercial Basin Lot	8SFP351	CA
73	04/24/21	OrCal	Overnight Parking	Retail Parking Lot	4XMP355	CA
74	04/27/21	POBH	Parking Violation	Retail Parking Lot		Tan Bounder RV
75	04/28/21	POBH	Parking Violation	Retail Parking Lot		Tan Bounder RV

## 2021 Commissioner Meeting Review

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

## 2021 Commissioner Meeting Review

45	Friday, February 26, 2021	RV Park Restroom Restoration		Approved	Restore old restroom
46		RV Park Project		Approved	Change Scope of Project
47		Eviction of Seal Cove Realty		Approved	Begin legal process
48			Potholes in Dry Camp		Exit road condition
49	Thursday, March 11, 2021		Hallmark Lease Renewal		
50			Audit Engagement Letter		
51			Budget Committee		
52			Pithitude and Harbor Corner Market Security Gate		
53			Whale's Tail Candy & Gifts Lessor's Consent Agreement		
54			DEQ Stormwater Tier 1 Report		
55			RV Park Exit Road		
56			Fishing Pier Sinkholes		
57			Boardwalk Condition Update		
58			Ocean Acidification, Salmon Study & Ropeless Fishing System		
59			Crow/Clay Associates Contract Amendment No. 4		
60			Business Oregon Commercial Rent Relief Program		
61			Abandon & Derelict Vessels		
62			Sheriff K-9 Training at Port		
63			Port Rates 2021-22		
64			Harbor Sanitary District Agreement		
65			Pacific Seafood		
66			FLOATING OFFSHORE WIND IN OREGON		
67	Tuesday, March 16, 2021	Hallmark Lease Renewal		Approved	
68		Audit Engagement Letter		Approved	
69		Appoint Budget Committee		Approved	
70		Pithitude and Harbor Corner Market Security Gate		Approved	
71		Whale's Tail Candy & Gifts Lessor's Consent Agreement		Approved	
72		Crow/Clay & Associates Contract Amendment No. 4		Approved	
73		Port Rates 2021-22		Approved	
74		Harbor Sanitary District Agreement		Approved	
75			Salmon Season Review		
76	Monday, March 29, 2021	Blue Fin Sign		Approved	
77		Zola's on the Water Construction Plan		Approved	
78			Sinkhole Repair at Fishing Pier		
79			Asphalt Repair at RV Park and Fishing Pier		
80			MARPOL Certificate of Adequacy Form C		
81			Seal Cove Realty Eviction		
82	Tuesday, April 6, 2021	Draft Resolution No. 2021-02 Business Oregon Commercial Rent Relief Program		Approved	
83		Draft Resolution No. 2021-03 Supporting Funding Efforts for a Wastewater Treatment Plant		Approved	
84		Draft Resolution No. 2021-04 Port Rates Fiscal Year 2021-22		Approved	
85		Port Employee SDIS Health Care Plan Application Renewal		Approved	
86			Roy Davis Memorial Fund Update		
87			Regular Commissioner Meeting April 20, 2021		
88			Special Meeting April 13, 2021 at 6pm		
89			Special Meeting April 29, 2021 at 2pm		
90	Thursday, April 29, 2021		FEMA Projects Planning & Permitting, Phase I Presentation to Board		

### 2021 Commissioner Meeting Review

91		Pacific Seafood Consent to Assignment		Hold	Documents not ready
92		Pacific Seafood Restated Lease		Hold	Documents not ready
93		Legacy Contracting Change Order No. 2		Approved	
94		Sporthaven Beach Equipment		Approved	
95		US Relay Contract - Bar Cam		Approved	
96			Roy Davis Memorial		
97			Travel Oregon Competitive Grant		
98			SDAO Call to Action		
99			Salmon Season Review		
100			Umpqua Joe Chapter 1859 Monument		
101			Hungry Clam Proposed Storage Plan		
102			Business Oregon Commercial Rent Relief Program		
103			Seal Cove Realty Eviction		
104			2022 Community Funding - DeFazio Application		
105			Oregon DEQ Regulation Changes		
106			Fred Meyer Container Storage		
107			Public Hoist		
108			Curry County Potholing Storm Drain		
109			Catalyst Seafood Building Expansion		
110	Thursday, May 6, 2021	Pacific Seafood Consent and Restated Lease		Approved	
111		FEMA Projects Planning & Permitting, Phase I		Approved	Scope of Work
112		Collect Northwest Collection		Approved	

## **ACTION ITEM – A**

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**DATE:** May 18, 2021  
**RE:** ODFW Agreement of Confidentiality  
**TO:** Honorable Board President and District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- ODFW agreement allows the Port staff to receive fish ticket information on type of fish and shellfish that comes across Port receiving docks.
- This agreement must be renewed once a year to receive these reports. Personal business data must remain confidential.

### DOCUMENTS

- ODFW Agreement of Confidentiality, 2 pages

### COMMISSIONERS ACTIONS

- **Recommended Motion:**  
Motion to approve Port Manager and/or designee authorization to sign ODFW Agreement of Confidentiality each year until otherwise stated.



**Oregon Department of Fish and Wildlife**  
**4034 Fairview Industrial Drive SE**  
**Salem, Oregon 97302**

**AGREEMENT OF CONFIDENTIALITY**

Gary Dehlinger, (REQUESTOR), Port of Brookings-Harbor, P.O. Box 848, Brookings, Oregon has requested copies of the following data:

*Monthly summaries of fish ticket information (total pounds by month, dealer, and species) for fish tickets received from wholesale fish dealers, specified by the Port office, during the period from January 1, 2021 through December 31, 2021 at the Port of Brookings.*

The Department of Fish and Wildlife (DEPARTMENT) recognizes that this information is exempted from disclosure by ORS 192.501(5), but finds pursuant to ORS 192.501(5) that it is in the public interest in this case to allow the disclosure for the limited purposes described below. Therefore, DEPARTMENT agrees to allow REQUESTOR to use the data described above on the following conditions:

1. The data will be used only for the following purpose:

*To compare Port records with fish ticket records to ensure that all assessments and fees based on deliveries of fish and shellfish at the Port of Brookings-Harbor by the specified wholesale fish dealers and due to the Port, have been paid.*

2. This data will be treated as **confidential** and handled with the **utmost security**. The data shall not be publicly disclosed in any manner that identifies the individual or enterprise from whom the data was originally collected.
3. All arrangements for obtaining the data must be made through Nadine Hurtado of the DEPARTMENT.
4. REQUESTOR agrees to hold the State of Oregon harmless for any damages or liability incurred as a result of the violation of any of the terms of this agreement.

DEPARTMENT OF FISH AND WILDLIFE

REQUESTOR

\_\_\_\_\_  
Curtis E. Melcher, Director

\_\_\_\_\_  
Gary Dehlinger  
Port of Brookings-Harbor

Date \_\_\_\_\_

Date \_\_\_\_\_





**Oregon Department of Fish and Wildlife**  
**4034 Fairview Industrial Drive SE**  
**Salem, Oregon 97302**

**AGREEMENT OF CONFIDENTIALITY**

Danielle King, (REQUESTOR), Port of Brookings-Harbor, P.O. Box 848, Brookings, Oregon has requested copies of the following data:

*Monthly summaries of fish ticket information (total pounds by month, dealer, and species) for fish tickets received from wholesale fish dealers, specified by the Port office, during the period from January 1, 2021 through December 31, 2021 at the Port of Brookings.*

The Department of Fish and Wildlife (DEPARTMENT) recognizes that this information is exempted from disclosure by ORS 192.501(5), but finds pursuant to ORS 192.501(5) that it is in the public interest in this case to allow the disclosure for the limited purposes described below. Therefore, DEPARTMENT agrees to allow REQUESTOR to use the data described above on the following conditions:

1. The data will be used only for the following purpose:

*To compare Port records with fish ticket records to ensure that all assessments and fees based on deliveries of fish and shellfish at the Port of Brookings-Harbor by the specified wholesale fish dealers and due to the Port, have been paid.*

2. This data will be treated as **confidential** and handled with the **utmost security**. The data shall not be publicly disclosed in any manner that identifies the individual or enterprise from whom the data was originally collected.
3. All arrangements for obtaining the data must be made through Nadine Hurtado of the DEPARTMENT.
4. REQUESTOR agrees to hold the State of Oregon harmless for any damages or liability incurred as a result of the violation of any of the terms of this agreement.

DEPARTMENT OF FISH AND WILDLIFE

REQUESTOR

\_\_\_\_\_  
Curtis E. Melcher, Director

\_\_\_\_\_  
Danielle King  
Port of Brookings-Harbor

Date \_\_\_\_\_

Date \_\_\_\_\_

## **ACTION ITEM – B**

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**DATE:** May 18, 2021  
**RE:** Oregon Life Homes Commercial Lease Agreement  
**TO:** Honorable Board President and District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Seal Cove eviction process was completed. Documents and computers were shredded by a third-party service. Lease space was cleaned and now ready for a new tenant.
- The Port received several applications and many more inquiries for this space. A review of the applications was completed.
- Tiffany Berg reviewed the draft lease agreement and approved the standard lease. Lease is for 3 years with option to renew for another 3 years.
- If the draft lease is approved, the existing outdoor sign would be replaced with a new business sign. See attached proposed sign.

### DOCUMENTS

- Oregon Life Homes Draft Commercial Lease Agreement, 11 pages
- Proposed Outdoor Sign, 1 page

### COMMISSIONERS ACTIONS

- **Recommended Motion:**  
Motion to approve Oregon Life Homes draft commercial lease agreement and outdoor sign.

**COMMERCIAL LEASE AGREEMENT  
OREGON LIFE HOMES REALTOR**

This amended and restated lease agreement is made and entered into at Brookings, Oregon, effective the 1st day of June, 2021, by and between the **Port of Brookings Harbor**, an Oregon special district (referred to herein as the "Landlord") and **Oregon Life Homes Realtor** (hereinafter referred to as "Tenant").

1. **Leased Premises.** Landlord hereby leases to Tenant the following described property located in the Port of Brookings Harbor on the terms and conditions stated herein:
  - a. Approximately 267 square-feet of retail building space, (the Leased Premises, as described in in Exhibit "A"), located at 16110 Lower Harbor Road, Brookings, Oregon.
2. **Lease Term and Base Rental Rate.**
  - a. **Initial Term.** The initial term of this lease is three (3) years commencing June 1, 2021 and continuing through May 31, 2024.
  - b. **Base Rental Rate.** The base rental rate for the Leased Premises is Three Hundred Nine and 72/100 Dollars (\$309.72) per month, as calculated below, payable on the first day of each month commencing June 1, 2021. The base rental rate is the combined rate of:
    1. The building consisting of 267 square feet of property at approx. \$1.16 per square foot per month, for a total of Three Hundred Nine and 72/100 Dollars (\$309.72) per month.
  - c. **Option to Renew.** Upon termination of the initial term of this lease, Landlord grants to Tenant the option to renew this lease in whole or in part of the Leased Premises, for one (1) additional three (3) year term at terms and conditions to be negotiated, provided that: (a) Tenant is not in default of this lease at the time the option is exercised; (b) Landlord does not need the ground for its own use; and (c) Landlord is otherwise satisfied with Tenant's use of the Leased Premises during the initial term. The parties agree to negotiate in good faith with respect to the renewal terms and conditions on terms at least as favorable as those offered to any other tenant of Landlord at the time.
  - d. **Notice of Intent.** Tenant shall notify the Landlord in writing ninety (90) days prior to expiration of the lease of Tenant's intent to exercise all or any portion of Tenant's option to extend the lease. Failure to provide such notice is a default and a material breach of the lease and Landlord may terminate the lease on the expiration date and retake possession of the Leased Premises with or without process of law.
3. **Base Rent Payment.**
  - a. **Annual Adjustment.** Tenant must pay the base rent for the Leased Premises and any additional rent provided herein without deduction or offset. The base rent will increase annually, on each anniversary of the lease commencement for the second and each subsequent year, according to the Consumer Price Index for All Urban Consumers (CPI-U). The base rent increase will be for the total amount of the base rent due. Base rent includes all prior percentage increases. In the event that the CPI-U is negative, the base rent will remain the same, it will not increase or decrease.
  - b. **Proration.** Rent for any partial month during the lease term will be prorated to reflect the number of days during the month that Tenant actually occupied the Leased Premises.

- c. **Additional Rent.** Additional rent means any other sums payable by Tenant to Landlord under this lease. At the end of the initial lease term, a new base rent will be established.
- d. **Fees and Charges.** Should any rent or other payment required of Tenant by this lease not be paid within 10 days after it is due, a late charge of 1.5% per month (18% per annum) will be assessed. In the event any suit or action is instituted to collect any amount owed on this account, the undersigned applicant agrees to pay any reasonable attorney's fees, collection agency fees and any other costs associated with such action. A \$50.00 fee will be assessed on any returned payment.
4. **Lease Consideration/Security Deposit.** Upon execution of the lease, Tenant's base rent is due the first day of the month of the lease term for which rent is payable. Tenant is required to pay a security deposit in a sum equal to one month's base rent. Landlord may apply the security deposit to pay the cost of performing any obligation that Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the security deposit is applied by the Landlord, Tenant must on demand pay the sum necessary to replenish the security deposit to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the security deposit will be returned to Tenant upon termination of this lease, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the term.
5. **Use.** Tenant may use the Leased Premises for real estate business and for no other purpose without Landlord's written consent. In connection with its use of the Leased Premises, Tenant must, at its sole expense, promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including those of the Port of Brookings Harbor, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Port of Brookings Harbor, wherever located. Tenant must not create or maintain any nuisance or any objectionable fumes, noise, or vibrations while using the Leased Premises.
6. **Equipment.** Tenant may install in the Leased Premises only such equipment as is customary for the intended **use** and must not overload the floors or electrical circuits of the Leased Premises or alter the plumbing or wiring of the Leased Premises, without the prior written consent of Landlord. Landlord must approve, in advance, the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any equipment installed by Tenant will remain Tenant's property and must be installed and operated at Tenant's expense. Any air conditioning required because of heat generating equipment or special lighting installed by Tenant must also be installed and operated at Tenant's expense.
7. **Sign.** No signs, awnings, antennas, or other apparatus may be positioned as to be visible from outside the Leased Premises without Tenant obtaining Landlord's prior written approval as to design, size, location, and color. All signs installed by Tenant must comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware must be removed upon termination of this lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.
8. **Utilities and Services.** Landlord will furnish all utilities up to the Leased Premises and Tenant will be directly responsible for any and all electrical charges or fees for electrical service and must make arrangements to be billed directly from the local electric co-op (Coos-Curry Electric Cooperative, Inc.). Tenant must also make the necessary arrangements to have a meter installed in the name of Tenant for billing purposes. Water and Sewer usage will be billed separately. Tenant must comply with all government laws or regulations regarding the use or



reduction of use of utilities on the Leased Premises. Tenant is responsible for all waste generated by the business and disposal of the waste. Unless caused by Landlord's negligence or intentional act, the interruption, limitation, curtailment, or rationing of services or utilities may not be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease. Landlord must take all reasonable steps to correct any interruption in service.

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

- a. Tenant is at all times during the term of this lease, and at Tenant's sole cost and expense, obligated to keep the entire of the Leased Premises and every part thereof in good condition and repair; excepting ordinary wear and tear and damage to the Leased Premises by earthquake, act of God, or the elements. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Leased Premises or any part thereof. Landlord does have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord will have no liability for interference with Tenant's use because of repairs and installations. Tenant will have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant.
- b. Tenant will be responsible for any repairs necessitated by Tenant's breach of this lease or the negligent or intentional acts of Tenant, its agents, employees, and invitees, excepting repairs that would otherwise be the responsibility of Landlord under Section 10 or Section 15.
- c. Tenant is responsible for all other repairs to the Leased Premises which Landlord is not required to make under Section 10 or Section 15.
- d. If Tenant fails to perform Tenant's obligations under this Section 9 or under any other Section of this lease, Landlord may enter upon the affected portion of the Leased Premises after ten (10) days' prior written notice to Tenant (except in case of emergency, in which no notice shall be required), perform such obligations on Tenant's behalf and put the Leased Premises in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law will be due and payable as additional rent to Landlord together with Tenant's next base rent installment.
- e. On the last day of the term hereof, or upon any sooner termination, Tenant must surrender the Leased Premises to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Leased Premises will not be deemed ordinary wear and tear if the same could have been prevented by commercially reasonable maintenance practices. Tenant shall leave the air-lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing and fencing which were on the Leased Premises prior to the commencement of the lease, in good operating condition.

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

- a. Provide adequate means of ingress and egress to the Leased Premises.
- b. Provide access to a water supply and electricity.
- c. Repair and maintenance of existing exterior water, sewage, and electrical services up the point of entry to the Leased Premises.

- d. Repair and maintain any structural element of the building that does not meet the definition of Major Damage as provided in Section 15, with respect to the Leased Premises.

**11. Alterations.** Tenant must not make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent. Any such additions, alterations, or improvements, except for removable machinery and trade fixtures, will at once become part of the realty and belong to the Landlord. Landlord may at its option require that Tenant remove any alterations and restore the Leased Premises to the original condition upon termination of this lease. Landlord will have the right to approve the contractor used by Tenant for any work on the Leased Premises, and to post notices of non-responsibility in connection with any work being performed by Tenant in the Leased Premises.

**12. Indemnity.**

- a. Tenant may not allow any liens to attach to the Leased Premises or Tenant's interest in the Leased Premises as a result of its activities. In the event that a materialman, mechanic's, or other lien is filed, or a claim of lien is made for work claimed to have been done for Tenant, Landlord will have the option in its sole discretion to require Tenant to post a Surety Bond within ten (10) days at Tenant's expense or to pay and discharge the lien. Tenant agrees to reimburse Landlord promptly upon demand. These Landlord remedies are not exclusive as Landlord has other remedies as provided by law including requiring Tenant to pay for Landlord's attorney's fees and costs relating to any such lien.
- b. Except as otherwise stated herein, Tenant hereby waives all claims against Landlord for damage to any property or injury, illness, or death of any person in, upon, or about the Leased Premises arising at any time and from any cause whatsoever other than by reason of the willful act of Landlord, its officers, employees, invitees, licensees or agents. Tenant must defend, indemnify and hold Landlord harmless from any and all claims or liability for damage to any property or injury, illness, or death of any person (a) occurring in or on the Leased Premises or any part thereof arising at any time and from any cause whatsoever other than by reason of the willful act of Landlord, its officers, employees, invitees, licensees or agents; or (b) occurring in, on, or about any part of the Leased Premises when such damage, injury, illness, or death was caused by the act, negligence, omission, or fault of Tenant, its agents, servants, employees, invitees, or licensees. Except as otherwise stated herein, Landlord will have no liability to Tenant because of loss or damage caused by the acts or omissions of other tenants of Landlord, or by third parties. The provisions of this paragraph will survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

**13. Insurance.** During the initial term of this lease and any extension thereof, Tenant must comply with the following insurance requirements:

- a. **General Liability.** Tenant must carry commercial general liability insurance at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2 million per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. **Property.** Tenant must carry property insurance against all risk of loss to any tenant improvement or betterments, at full replacement cost with no coinsurance penalty provision.



- c. **Workers' Compensation.** If Tenant has employees, Tenant must carry workers' compensation insurance as required by State law and Employer's Liability Insurance with limits of no less than \$1 million per accident for bodily injury or disease.
  - d. **Excess Coverage.** If Tenant maintains broader coverage and/or higher limits than the minimums shown above, Landlord will be entitled to the broader coverage and/or the higher limits maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage will be available to Landlord.
  - e. **Additional Insureds.** The Port of Brookings Harbor, its officers, officials, employees, and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Tenant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provide in the form of an endorsement of the lessee's insurance (at least as broad as ISO Form CG 20 10).
  - f. **Certificates of Coverage.** Tenant must furnish certificates of insurance to Port's General Manager, P.O. Box 848, Brookings, Oregon 97415 certifying the existence of such insurance no later than five (5) days prior to commencement of this lease. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled, or reduced in coverage or limits or not renewed without fourteen (14) days advance written notice to the Landlord and Landlord's agent, if any, and a renewal certificate must be furnished at least 14 days prior to the expiration of any policy.
  - g. **Primary Insurance.** The insurance required herein will be primary and without right of contribution from other insurance that may be in effect and without subordination. Any other insurance carried by the Landlord is excess. The insurance policies must be underwritten by a company licensed in the state of Oregon, and carry a minimum Best's rating of "A-VI" or better.
  - h. **Lapse of Policy.** If Tenant's policies lapse or are canceled at any time during the term of this Contract, Landlord will have the right to immediately terminate Tenant's lease until such insurance requirements have been fully satisfied by Tenant. Tenant will be responsible to Landlord, and must reimburse and hold Landlord harmless for any bodily injury, fire or property damage not covered by Tenant's insurance.
14. **Exemption of Landlord from Liability.** Tenant hereby agrees that Landlord will not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invites, customers, or any other person in or about the Leased Premises or the Port, nor will Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, wires or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Leased Premises or upon other premises of the Port, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord will not be liable for any damages arising from any act or neglect of any other tenant, occupant or user of the Port, nor from the failure of Landlord to enforce the provisions of any other lease of the Port.
15. **Major Damage.** Major damage means damage by fire or other casualty to the Leased Premises that causes the Leased Premises or any substantial portion of the Leased Premises to be unusable. In the event that major damage occurs without negligence or willful misconduct of Tenant or its employees, agents, or licensees, then either Landlord or Tenant may elect to terminate this lease by providing written notice to the other party within thirty (30) days after the occurrence of the damage. If this lease is not terminated following major damage, or if damage

occurs that is not major damage, Landlord must promptly restore the Leased Premises to the condition existing just prior to the damage, with the exception of damage to Tenant improvements. Restoration of any Tenant improvements or alterations installed by Tenant, and the costs thereof, will be the responsibility of the Tenant. Rent will be reduced from the date of damage until the date restoration work being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Leased Premises not useable by Tenant.

16. **Waiver of Subrogation.** Tenant will be responsible for insuring its personal property and trade fixtures located on the Premises and any alterations or Tenant improvements it has made to the Premises. Neither Landlord nor Tenant will be liable to the other for any loss or damage caused by any of the risks that are or could be covered by a standard all risk insurance policy with the extended coverage endorsement, or for any business interruption. There may be no subrogated claims by one party's insurance carrier against the other party arising out of any loss.
17. **Eminent Domain.** If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Leased Premises or a portion sufficient to render the Leased Premises unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that possession is taken by the condemning authority; provided, however, that a condition to the exercise by Tenant of such right to terminate will be that the portion of the Leased Premises taken must be of such extent and nature as to substantially handicap, impede, or impair Tenant's use of the balance of the Leased Premises for the purpose intended. Rent will be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Leased Premises caused by the taking. All condemnation proceeds will belong to Landlord, and Tenant will have no claims against Landlord or the condemnation award because of the taking.
18. **Assignment and Subletting.** This lease binds and inures to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant may not assign its interest under this lease or sublet all or any portion of the Leased Premises without first obtaining Landlord's consent in writing. This provision applies to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment may relieve Tenant of its obligation to pay rent or perform other obligations required by this lease and no consent to one assignment or subletting may be deemed consent to any further assignment or subletting. Landlord may not unreasonably withhold or delay its consent to any assignment, or to subletting, accepting that the proposed Tenant has been approved by Landlord in writing. Tenant will pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney's fees.
19. **Default.**
  - a. Any of the following constitute a default by Tenant under this lease:
    1. Tenant's failure to pay rent or any other charge under this lease within ten (10) days after it is due, or failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision will be satisfied if Tenant commences corrective action within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this lease.

2. Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for Tenant's property.
3. Assignment or subletting by Tenant in violation of this lease.
4. Vacation or abandonment of the Leased Premises for more than three (3) months without the written consent of Landlord.
5. If this lease is levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days.

**20. Remedies for Default.** In case of default as described in Section 19 above, Landlord will have the right to the following remedies, which are intended to be cumulative and in addition to any other remedies provided under applicable law.

- a. Landlord may terminate the lease and reenter, retake possession of the Leased Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. Following such retaking of possession, efforts by Landlord to relet the Leased Premises will be sufficient if Landlord follows its usual procedures for finding tenants for the Leased Premises at rates not less than the current rates for other comparable space on Port property. If Landlord has other vacant space available, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages to loss of rentals from Tenant.
- b. Landlord may recover all damages caused by Tenant's default, which include an amount equal to rent lost because of the default and all attorney's fees and costs. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages will bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable through the remaining term of the lease. Such damages will be measured by the difference between the rent under this lease and the reasonable rental value of the Leased Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rate on judgments.
- c. Landlord may make any payment or perform any obligation that Tenant has failed to perform, in which case Landlord will be entitled to recover from Tenant upon all demand all amounts so expended plus interest from the date of the expenditure at the rate of one and one-half percent (1.5%) per month. Any such payment or performance by Landlord will not waive Tenant's default.

**21. Regulations.** Landlord will have the right (but not the obligation) to make, revise, and enforce commercially reasonable regulations or policies consistent with this lease for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Landlord, provided that if Landlord passes a regulation or policy that interferes with Tenant's quiet enjoyment or unreasonably interferes with Tenant's use of the Leased Premises, then Tenant may terminate this lease. All such regulations and policies must be complied with as if part of this lease.

**22. Access.** During times, other than normal business hours, Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Leased Premises. In such event, Landlord will have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord will have the right to enter upon the Leased Premises at any time by passkey or otherwise to



determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs to the Leased Premises, or to show the Leased Premises to any prospective tenant or purchasers. Except in cases of emergency, such entry will be with at least 24 hours prior notice and at such times and in such manner as to minimize interference with the reasonable business use of the Leased Premises by Tenant.

23. **Notices.** Notices to the parties relating to the lease must be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Leased Premises. Rent will be payable to Landlord at the same address and in the same manner, but will be considered paid only when received.
24. **Subordination.** This lease will be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Leased Premises. At Landlord's option this lease will be subject and subordinate to any future encumbrance hereafter placed against the Leased Premises (including the underlying land) or any modifications of existing encumbrances. Tenant must execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.
25. **Transfer of Premises.** If the Leased Premises is sold or otherwise transferred by Landlord or any successor, Tenant will attorn to the purchaser or transferee and recognize it as the landlord under this lease, and, provided the purchaser assumes all obligations hereunder, the Landlord (transferor) will have no further liability hereunder.
26. **Estoppel.** Either party will within twenty (20) days after notice from the other party execute, acknowledge and deliver to the other party a certificate reciting: whether or not this lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested. Failure to deliver the certificate within the specified time will be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease.
27. **Attorney's Fees.** In the event, any action, suit, or other proceeding is instituted by either party to this lease to enforce any provision of this lease or any matter arising therefrom or to interpret any provision of this lease, the prevailing party will be entitled to an award of reasonable attorney's fees and costs of suit, including expert witness fees. In the event, any such action, suit, or other proceeding is appealed to any higher court or courts, the prevailing party will be entitled to an award of reasonable attorney's fees and costs for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney's fees and costs in the lower court, or courts.
28. **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all material terms of this lease, Tenant is entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord will have no liability to Tenant for loss or damages arising out of the acts of other tenants of Port property or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises.

29. **Complete Agreement.** This lease and the attached exhibits constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein. Any modification to this lease must be in writing and signed by both parties.
30. **Nonwaiver.** Waiver by either party of strict performance of any provision of this lease may not be deemed a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
31. **Real Property Taxes.**
- a. **Payment of Taxes.** Tenant must pay all real and personal real property taxes, if any, applicable to Tenant's portion of the use and possession of the Leased Premises.
  - b. **Additional Improvements.** Tenant will be responsible for paying any increase in real property tax specified in the Tax Assessor's records and work sheets caused by additional improvements placed upon the Leased Premises by Tenant or by Landlord for use by Tenant.
  - c. **Definition of "Real Property Tax".** As used herein, the term "real property tax" includes any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.
32. **Severability.** The invalidity of any provision of this lease as determined by a court of competent jurisdiction, may in no way affect the validity of any other provisions herein.
33. **Time of Essence.** Time is of the essence with respect to the obligations to be performed under this lease.
34. **Security Measures.** Each party acknowledges that they have no obligation whatsoever to provide guard service or other security measures for the benefit of the other party or their property. Each party assumes full responsibility for the protection of itself, its agents and invitees and its property from acts of third parties. Nothing herein contained prevents Landlord, at Landlord's sole option from providing security protection for the Port or any part thereof.
35. **No Warranties.** The Leased Premises are leased "as-is" and in their current condition as of the first day of the lease term. No warranties, express or implied, are provided by Landlord regarding the condition or fitness for purpose of the Leased Premises.
36. **Parking.** Landlord does not assign any specific parking spaces to Tenant under this lease. Tenant and Tenant's employees and invitees are permitted to use any un-restricted Port public parking areas.
37. **Headings.** The headings in this lease are for the convenience of the parties only and are not to be used in the interpretation of its provisions.

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

<b>PORT OF BROOKINGS HARBOR, Landlord</b>	<b>OREGON LIFE HOMES REALTOR Tenant</b>
Dated: _____	Dated: _____
By: _____  ATTEST:  _____	By: _____  Name: Tiffany Berg Its: Owner
Mailing Address: P.O. Box 848 Brookings, OR 97415  Phone: 541-469-2218 Fax:	Mailing Address:    Phone: Fax :



**Port of Brookings Harbor  
Oregon Life Homes  
Exhibit "A"  
Building Location and Square Footage**



Address: 16110 Lower Harbor Road, Brookings Oregon 97415

Building Size: 14.33 foot by 18.6 foot = 267 Square Feet

No water or sewer connection

## Proposed Sign for Business



## ACTION ITEM – C

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**DATE:** May 18, 2021  
**RE:** Delinquent Account Write Off Request  
**TO:** Honorable Board President and District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Once a year, typically before the end of the fiscal year, delinquent accounts are reviewed and written off per Resolution 478. Port Manager has the authority to write off delinquent accounts below \$1,000 and submit to a collection agency, if we find the accounts unretrievable. Any amounts over \$1,000 requires Board action.
- Seal Cove Realty account is delinquent, and the Port is requesting to write off the account and submit to our collection agency. This account is for the commercial rental space. Attached are the notes and timelines of the collection attempts from the Port. The amount to write off account receivable is \$3,590.51.
- Charles Simpson account is delinquent, and the Port is requesting to write off the account and submit to our collection agency. This account is for moorage at the Port. Attached are the notes and timelines of the collection attempts from the Port. The amount to write off account receivable is \$2,261.50.

### DOCUMENTS

- Seal Cove Realty Delinquent Account Write Off Request, 2 pages
- Charles Simpson Delinquent Account Write Off Request, 2 pages

### COMMISSIONERS ACTIONS

- **Recommended Motion #1:**  
Motion to approve delinquent account write off of \$3,590.51 and any additional amounts from the eviction process from accounts receivable and submit to Port collection agency.
- **Recommended Motion #2:**  
Motion to approve delinquent account write off of \$2,216.50 from accounts receivable and submit to Port collection agency.



## Delinquent Account Write Off Request

**Customer:** Seal Cove Realty **Amount Owed:** \$3,590.51 **Date:** May 18, 2021

Requesting permission to write off account on accounts receivable as uncollectable and submit to collection agency.

Notes and timeline of collection attempts on the account of Seal Cove Realty.

- 1/15/2020 1:23:25 PM: Sent Default Tenant letter (31+ days overdue) in the amount of \$708.01 via regular AND certified mail. \*Copy in Attachments\* AS
- 2/10/2020 9:04:17 AM: Charles called this morning concerning delinquent account. He has been ill for a while and is unsure when we may be receiving next payment. kb
- 10/28/2020 - Notice/Letter sent regarding Curry County Real Property Tax Notice. kb
- 11/10/2020 1:12:45 PM: Charles called. I spoke with him and asked if he could come to the office and meet with Gary and me. He said he was still battling the flu. He said he would be able to come Thursday, Nov 12 between 2:00pm - 2:30pm. kb
- 11/10/2020 1:26:13 PM: Gary does not want to meet in person with Charles, due to his stated illness. I asked if he could be a part of a phone conference, he agree to call back at 2:45pm today, Tuesday Nov 10, 2020.kb
- 11/10/2020 3:05:38 PM: Gary and I spoke with Charles this afternoon. He stated he became ill on or around September 15th, 2020. Gary told him about the letter concerning termination and he will need to vacate the permissions as of November 30, 2020. He really did not seem to comprehend what we were saying whether by choice??kb
- 12/3/2020 1:43:31 PM: Gary and Travis spoke with Charles's brother, Scott Simpson yesterday. Moorage, Liveaboard and his Lease were discussed trying to come to a resolution with Charles situation. The following was agreed upon concerning the lease:
  - The current lease was terminated November 30, 2020.
  - No more charges will be created from this agreement.
  - Charles, with the help of his brother, have 30 days to request a "new" lease. Kb
- 12/15/2020 11:02:33 AM: We received returned certified mail as "unclaimed" containing Notice of Termination of Lease as of November 30, 2020 sent Nov 12, 2020.kb
- 1/21/2021 – The Port sent Lease and application for commercial retail space to Charles' brother Scott Simpson via letter sent USPS Certified Mail. The Port received no contact from Mr. Scott Simpson after this notification.



- 2/9/2021 1:31:25 PM: Martha suggested contact with Charles seeking his acknowledgement and signature on letter of request to remove his property from Port leased property. Travis went to his boat to deliver. Travis handed him the letter, which he read and handed back with refusal to sign and refusal to move/empty his property. kb
- Charles requested his vessel to be fueled. Since the Fuel Dock is temporarily down due to renovation project, operations staff is manually transporting fuel. Charles has made it clear he wants to move on.kb
- 02/21/2021 - Notice/Letter sent regarding Curry County Real Property Tax 2<sup>nd</sup> Installment Notice. kb
- 3/1/2021 12:54:27 PM: Sent Notice of Default. Kb
- 03/08/2021 – The Eviction Process started. kb
- 04/02/2021- Notice of intent to dispose of abandoned property at 16110 Lower Harbor Road was sent via USPS first class mail to 16110 Lower Harbor Road and PO Box 6841, Brookings, OR 97415. Kb
- 04/20/2021- Notice/Letter sent regarding Curry County Real Property Tax 3<sup>rd</sup> Installment Notice. kb
- 04/29/2021 – iSecure out of Grants Pass shredded all sensitive data and documents found abandoned at 16110 Lower Harbor Road.
- 05/01/2021 – All notices sent to Charles Simpson at 16110 Lower Harbor Road and PO Box 6841, Brookings, OR 97415 were returned as UNCLAIMED. All notices adhered to the building at 16110 Lower Harbor Road were removed by Port staff on 04/29/2021.kb

☐ Write off this account on accounts receivable as bad debt and **submit this to collection agency in the amount of \$3,509.51**

☐ Write off this amount on accounts receivable as bad debt in the accounts receivable and **do not submit this to collection agency in the amount of \$3,590.51.**

This motion was approved on May 18, 2021 per attached minutes.



## Delinquent Account Write Off Request

**Customer:** Simpson, Charles A **Amount Owed:** \$2,216.50 **Date:** May 4, 2021

Requesting permission to write off account on accounts receivable as bad debt and submit to collection agency or begin seizure process.

Notes and timeline of collection attempts on the account of Simpson, Charles A.

- 8/1/2019 1:20:57 PM: Sent via Certified Mail - Demand Notice for total due of \$218.53 AS
- 11/10/2020 1:12:45 PM: Charles called. I spoke with him and asked if he could come to the office and meet with Gary and me. He said he was still battling the flu. He said he would be able to come Thursday, Nov 12 between 2:00pm - 2:30pm. kb
- 11/10/2020 1:26:13 PM: Gary does not want to meet in person with Charles, due to his stated illness. I asked if he could be a part of a phone conference, he agree to call back at 2:45pm today, Tuesday Nov 10, 2020.kb
- 11/10/2020 3:05:38 PM: Gary and I spoke with Charles this afternoon. He stated he became ill on or around September 15th, 2020. Gary told him about the letter concerning termination of his moorage as well as his lease.kb
- 12/3/2020 1:43:31 PM: Gary and Travis spoke with Charles's brother, Scott Simpson yesterday. Moorage, Liveaboard and his Lease were discussed trying to come to a resolution with Charles situation. The following was agreed upon for moorage and liveaboard and letter was sent on 12/3/2020 via USPS Certified Mail and Hand Delivered. Letter attached to account.kb
  - No finance charges added to account
  - Moorage terminates on 12/12/2020
  - Monthly to December 12 will stop – New Moorage to begin at this time
  - Probation is 60 days from 12/12/2020 or 02/10/2021
  - During Probation, Charles has to do the following:
    - Register the vessel with OSMB
    - Seaworthy vessel
    - Signed Moorage License and Live-aboard Agreements (as of November 1, 2020)
    - Account Paid in Full
    - Pass Live-aboard inspection protocol
  - Charles has the option to create a payment plan for charges accrued on his account through December 12, 2020.
- 12/15/2020 11:02:33 AM: We received returned certified mail as "unclaimed" containing Notice of Termination of his moorage sent Nov 12, 2020.kb





- 1/21/2021 – The Port sent Notice of Moorage Probation to Charles’ brother Scott Simpson via letter sent USPS Certified Mail. The Port received no contact from Mr. Scott Simpson after this notification.

2/9/2021 1:39:06 PM: Charles requested his vessel to be fueled. Since the Fuel Dock is temporarily down due to renovation project, operations staff is manually transporting fuel. Charles has made it clear he wants to move on.kb

- 2/10/2021 3:11:08 PM: All mailings whether USPS first class or certified were returned as Unclaimed. Travis verbally confirmed Charles current mailing address as:

P.O. Box 6841

Brookings, OR 97415

this is what we have in Quickbooks. Travis checked this morning and found his slip vacant.kb

- 2/16/2021 4:37:31 PM: Invoice #20202308 created on 11/1/2020 for annual moorage was voided. Two finance charges have accrued as of today, FC 736 dated 12/31/2020 for \$97.11 and FC 810 dated 01/29/2021 for \$46.94. His moorage was reverted to a monthly moorage. Since the finance charges were accrued to this invoice#20202308, Gary ok'ed to waive these charges. Created credit memos#20210276 and 20210275.kb
- 5/4/2021 10:02:46 AM: Requesting permission to write off charges on account in the amount of \$2,216.50 as uncollectible and submit to collection agency.kb

☐ Write off this account on accounts receivable as uncollectible and **submit this to collection agency in the amount of \$2,216.50.**

☐ Write off this amount on accounts receivable as uncollectible in the accounts receivable and **do not submit this to collection agency in the amount of \$2,216.50.**

This motion was approved on May 18, 2021 per attached minutes.

## ACTION ITEM – D

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**DATE:** May 18, 2021  
**RE:** OSMB Intergovernmental Agreement  
**TO:** Honorable Board President and District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Port staff been working with OSMB the past year with delict and abandoned vessels in the Port. Several recreational vessels were identified with OSMB for potential demolition.
- This IGA will cover the demolition costs for two sailboats. Vessel 1 is OR 244 ACH, 1963 35-foot wooden sailboat. Vessel 2 is OR 062 AAA, 1971 31-foot fiberglass sailboat.
- The Port gave OSMB an estimate for the demolition and the IGA will reimburse the Port costs for the demolition and disposal.
- Part of the IGA requires to update Port Best Management Practices for the prevention of abandoned and derelict vessels in year-round moorages. The Port currently performs the requested updates.

### DOCUMENTS

- OSMB Intergovernmental Agreement No. 250-192ADV-001, 24 pages

### COMMISSIONERS ACTIONS

- **Recommended Motion #1:**  
Motion to approve OSMB Intergovernmental Agreement No. 250-192ADV-001 and authorize the Port Manager to sign the agreement.

# **INTERGOVERNMENTAL AGREEMENT**

## **Agreement No. 250-1921ADV-001**

This Agreement is between the State of Oregon acting by and through its Oregon State Marine Board (OSMB) ("Agency") and the Port of Brookings Harbor ("Local Government"), each a "Party" and, together, the "Parties".

### **SECTION 1: AUTHORITY**

This Agreement is authorized by ORS 190.110 and ORS 830.110.

### **SECTION 2: PURPOSE**

The purpose of this Agreement is to provide funding to Local Government to remove and dispose of abandoned and derelict boats in certified Clean Marinas and to ensure measures are in place that prevent the proliferation of abandoned and derelict boats in the future. Specific activities and assessments are detailed in "Exhibit A" attached hereto and by this reference made a part hereof.

### **SECTION 3: EFFECTIVE DATE AND DURATION**

This Agreement is effective on May 4, 2021, or the date of the last signature, whichever occurs last ("Effective Date"), and terminates on May 4, 2026, unless terminated earlier in accordance with Section 16.

### **SECTION 4: AUTHORIZED REPRESENTATIVES**

#### **4.1 OSMB's Authorized Representative is:**

**Josh Mulhollem**

Policy and Environmental Program Manager, Oregon State Marine Board  
435 Commercial St NE Ste. #300  
503-586-8080  
josh.mulhollem@oregon.gov

#### **4.2 Local Government's Authorized Representative is:**

**Gary Dehlinger**

Port Manager  
PO Box 848, Brookings, OR 97415  
(541)469-2218  
portmanager@portofbrookingsharbor.com

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

## **SECTION 5: RESPONSIBILITIES OF EACH PARTY**

5.1 Local Government shall perform the work set forth on Exhibit A (Statement of Work), attached hereto and incorporated herein by this reference.

5.2 Agency shall pay Local Government as described in Section 6.

## **SECTION 6: COMPENSATION AND PAYMENT TERMS**

6.1 **Consideration.** The maximum, not-to-exceed compensation payable to Local Government under this Agreement, which includes any allowable expenses, is \$13,606.40. Agency will not pay Local Government any amount in excess of the not-to-exceed compensation of this Agreement, and will not pay for Services performed before the Effective Date or after the expiration or termination of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before Local Government performs Services subject to the amendment.

### **6.2 Billing; Payments.**

6.2.1 **Invoices.** Local Government shall submit invoices to Agency as set forth in the Statement of Work or, if not set forth therein, to Agency's Agreement Administrator. Local Government may submit invoices in accordance with the payment schedule set forth in the Statement of Work or, if no payment schedule is set forth therein, then no more frequently than once per month for accepted Deliverables and Services. The invoices must describe all Services performed with particularity, including the dates Local Government performed the Services for which it is requesting payment, and by whom the Services were performed and shall itemize and explain all expenses that this Agreement requires Agency to pay and for which Local Government claims reimbursement.

6.2.2 **Payments.** Payments, including interim payments, to Local Government are subject to ORS 293.462, will be made only for completed and accepted Deliverables and Services, and will be made in accordance with the payment schedule and requirements set forth in Exhibit A.

6.2.3 **Funds Available and Authorized.** Local Government will not be compensated for Services performed under this Agreement by any agency or department of the State of Oregon other than Agency. Agency believes it has sufficient funds currently available and authorized for expenditure to make payments under this Agreement within Agency's biennial appropriation or limitation. Local Government understands and agrees that Agency's payments under this Agreement are contingent on Agency receiving appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments

under this Agreement.

## **SECTION 7: REPRESENTATIONS AND WARRANTIES**

Local Government represents and warrants to Agency that:

- 7.1 Local Government is a Public Port duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 7.4 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

## **SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall



be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 9: CONTRIBUTION**

- 9.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.
- 9.2 With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim ), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 9.3 With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative



intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **SECTION 10: LOCAL GOVERNMENT DEFAULT**

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 10.1** Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 10.2** Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 10.3** Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 10.4** A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

## **SECTION 11: AGENCY DEFAULT**

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## **SECTION 12: REMEDIES**

- 12.1** In the event Local Government is in default under Section 10, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 15, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 13 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 12.2** In the event Agency is in default under Section 11 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 15.3.3, or in the event Agency terminates this Agreement under Sections 15.2.1, 15.2.2, 15.2.3, or 15.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 12.2, Local Government shall promptly pay any excess to Agency.

## **SECTION 13: RECOVERY OF OVERPAYMENTS**

If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 14: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY

CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 15: TERMINATION**

**15.1** This Agreement may be terminated at any time by mutual written consent of the Parties.

**15.2** Agency may terminate this Agreement as follows:

**15.2.1** Upon 30 days advance written notice to Local Government;

**15.2.2** Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

**15.2.3** Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

**15.2.4** Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or

**15.2.5** As otherwise expressly provided in this Agreement.

**15.3** Local Government may terminate this Agreement as follows:

**15.3.1** Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;

**15.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;

**15.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

**15.3.4** As otherwise expressly provided in this Agreement.

- 15.4** This agreement may be terminated if Local Government or Agency terminates its separate agreement with the other party for Professional Development Programs for Oregon Educators - Program Delivery for January 1, 2018 through December 31, 2019.
- 15.5** Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

## **SECTION 16: INSURANCE**

Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

## **SECTION 17: NONAPPROPRIATION**

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

## **SECTION 18: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 19: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.



## **SECTION 20: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 7, 8, 9, 13, 14, and 20 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 21: SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **SECTION 22: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## **SECTION 23: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law. Without limiting the generality of the foregoing, Local Government expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Agency's performance under the Agreement is conditioned upon Local Government's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein. Local Government shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).



## **SECTION 24: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 25: INTENDED BENEFICIARIES**

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 26: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 27: ASSIGNMENT AND SUCCESSIONS IN INTEREST**

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## **SECTION 28: SUBCONTRACTS**

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

## **SECTION 29: TIME IS OF THE ESSENCE**

Time is of the essence in Local Government's performance of its obligations under this Agreement.

### **SECTION 30: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

### **SECTION 31: RECORDS MAINTENANCE AND ACCESS**

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six (6) years, after the completion of the project in its entirety or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

### **SECTION 32: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

### **SECTION 33: ADDITIONAL REQUIREMENTS**

Local Government shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

## SECTION 34: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Insurance) and Exhibit C (Additional Requirements).

## SECTION 35: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**STATE OF OREGON acting by and through its Oregon State Marine Board**

  
\_\_\_\_\_  
Josh Mulhollem, Environment and Policy Program Mgr.

\_\_\_\_\_  
5/4/21  
Date

**PORT OF BROOKINGS HARBOR**

\_\_\_\_\_  
Gary Dehlinger, Port Manager

\_\_\_\_\_  
Date

## **EXHIBIT A STATEMENT OF WORK**

### **1. GENERAL INFORMATION**

Local Government agrees to remove from State waters and properly dispose of specified vessel(s) in accordance with all state and federal laws. Additionally, Local Government agrees to adhere to management practices that reduce the probability of future abandoned and derelict vessels occurring within its jurisdiction.

### **2. SCOPE OF SERVICES (the "Work")**

- a. Local Government shall facilitate the removal and proper disposal of the following vessels currently within its jurisdiction. It is the responsibility of the Local Government to ensure that it has taken all measures necessary to legally dispose of the vessels including gaining ownership through a lien or seizure process.

Vessel 1 of 2:

Registration Number: OR 244 ACH  
Vessel Name: Rebelina  
HIN: 978  
Year: 1963  
Length: 35 feet  
Make: Cheoy Lee  
Style: Sailboat  
Hull Material: Wood

Vessel 2 of 2:

Registration Number: OR 062 AAA  
Vessel Name: Momentum  
HIN: M32#40  
Year: 1971  
Length: 31 feet  
Make: Far East  
Style: Sailboat  
Hull Material: Fiberglass

- b. Local Government shall implement the management practices laid out in Exhibit C: Best Management Practices for the Prevention of Abandoned and Derelict Vessels in Year-Round Moorages.

### **3. Schedule**

Removal and disposal of the vessels named above shall occur by July 31, 2021. Upon receipt of documentation of vessel disposal, the local government is eligible for reimbursement

from the State Marine Board for an amount not to exceed that specified in Section 6.1 of this agreement.

By November 1, 2021, the local government shall implement the best management practices in Exhibit C. Failure to do so may result in dismissal from the Clean Marina Program and jeopardize future funding from the Marine Board for abandoned vessels and boating facilities.



## **EXHIBIT B**

### **SUBCONTRACTOR INSURANCE**

Local Government shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

#### **TYPES AND AMOUNTS**

##### **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

##### **COMMERCIAL GENERAL LIABILITY:**

☒ **Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity

provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

**AUTOMOBILE LIABILITY INSURANCE:**

☒ **Required**    ☐ **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**POLLUTION LIABILITY:**

☒ **Required**    ☐ **Not required**

Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$500,000.00. Annual aggregate limit shall not be less than \$1,000,000.00.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL COVERAGE REQUIREMENTS:**

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and

self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Local Government's acceptance of all Services required under this Subcontract, or, (ii) Local Government's or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Subcontract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit B.

## **EXHIBIT C**

### **BEST MANAGEMENT PRACTICES**

#### *for the Prevention of Abandoned and Derelict Vessels in Year-Round Moorages*

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

#### Marina policies should:

##### **Insurance**

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

#### AND/OR

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



### **Seaworthiness:**

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

### **State Registration**

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

### **Moorage Rules**

- Update moorage rules and customer agreements to include the above items if they are not already part of your current package.



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



# Form C



## Clean Marina Abandoned Vessel Removal – Public Facility Cost Projection Worksheet

Clean Marina Facility Name (Public Facilities Only)		Port of Brookings Harbor	
Point of Contact for Project/Cost Details		Telephone	Email Address
Travis Webster		(541) 291-7380	travis@portofbrookingsharbor.com
Vessel #1 name or identifying number	VESSEL: Momentum REG: OR062AAA		
Basic overview of the project (i.e. "tow it to lift, lift it out, transport to the boatyard, dismantle, put in dumpster, transport to landfill")	<p>The Port followed the procedure to obtain legal ownership of the vessel pursuant to ORS 830.908 to 830.948. Legal ownership was attained January 6, 2021. The following is a list of the steps for the disposal of the vessel:</p> <ul style="list-style-type: none"> <li>• Tow the vessel to Travelift</li> <li>• Haul out the vessel with Travelift</li> <li>• Transport the vessel to the Boatyard</li> <li>• Dismantle the mast with Telehandler</li> <li>• Dismantle the vessel with excavator and outside assistance</li> <li>• After Dismantling, put vessel debris in dumpsters provided by CTR</li> <li>• Curry Transfer and Recycling to transport to landfill</li> </ul>		
Facility labor costs	\$3,200.00		
Disposal costs	\$2,250.00		
Other costs (describe)	\$1,343.20		
Total projected cost for Vessel #1	\$6,793.20 - See estimate #160		
Vessel #2 name or identifying number	VESSEL: REBELINA REG: OR244ACH		
Basic overview of the project (i.e. "tow it to lift, lift it out, transport to the boatyard, dismantle, put in dumpster, transport to landfill")	<p>The Port followed the procedure to obtain legal ownership of the vessel pursuant to ORS 830.908 to 830.948. Legal ownership will be obtained May 12, 2021. After obtaining ownership, the following is a list of the steps for the disposal of the vessel:</p> <ul style="list-style-type: none"> <li>• Tow the vessel to Travelift</li> <li>• Haul out the vessel with Travelift</li> <li>• Transport the vessel to the Boatyard</li> <li>• Dismantle the mast with Telehandler</li> <li>• Dismantle the vessel with excavator with outside assistance</li> <li>• After Dismantling, put vessel debris in dumpsters provided by CTR</li> </ul> <p>Curry Transfer and Recycling to transport to landfill</p>		
Facility labor costs (if doing own work)	\$3,200.00		
Disposal costs	\$2,250.00		
Other costs (describe)	\$1,363.20		
Total projected cost for Vessel #2	\$6,813.20 – See estimate #159		
Vessel #3 name or identifying number			
Basic overview of the project (i.e. "tow it to lift, lift it out, transport to the boatyard, dismantle, put in dumpster, transport to landfill")			
Facility labor costs			
Disposal costs			
Other costs (describe)			

Total projected cost for Vessel #3	
Vessel #4 name or identifying number	
Basic overview of the project (i.e. "tow it to lift, lift it out, transport to the boatyard, dismantle, put in dumpster, transport to landfill")	
Facility labor costs	
Disposal costs	
Other costs (describe)	
Total projected cost for Vessel #4	
Vessel #5 name or identifying number	
Basic overview of the project (i.e. "tow it to lift, lift it out, transport to the boatyard, dismantle, put in dumpster, transport to landfill")	
Facility labor costs	
Disposal costs	
Other costs (describe)	
Total projected cost for Vessel #5	
Vessel #6 name or identifying number	
Basic overview of the project (i.e. "tow it to lift, lift it out, transport to the boatyard, dismantle, put in dumpster, transport to landfill")	
Facility labor costs	
Disposal costs	
Other costs (describe)	
Total projected cost for Vessel #6	

Please submit this form via email to:

[Glenn.Dolphin@oregon.gov](mailto:Glenn.Dolphin@oregon.gov)

This form is designed for public ports and marinas that have indicated they will perform any AVRAP-approved work themselves or take responsibility for procuring contracted services. The purpose of this form is to gather estimates on the projected costs associated with removal and disposal of the vessels proposed for AVRAP. The funding for AVRAP is limited, and the removal of every proposed vessel is not guaranteed. The information reported in this form will be considered along with a variety of factors related to the individual vessels proposed. If you have any questions, please reach out to Glenn Dolphin at the email address above or at 503-856- 6709.

We value your partnership and the opportunity to work together to remove abandoned vessels!



## Estimate

Date	Estimate #
3/10/2021	160

### Name / Address

OREGON STATE MARINE BOARD  
Attn: Environmental & Policy Program  
435 Commercial St. NE Ste 400  
Salem, OR 97301-3453

### Vessel Information:

REG: OR062AAA  
VESSEL: Momentum  
Fiberglass Sailboat  
OAL: 31'

Description	Quantity/OAL	Rate	Total
Haul Out- One Way	1	155.00	155.00
50% of round trip rate - Round Trip Rate =\$310.00			
Port Boat - Tow	1	129.40	129.40
\$129.40/HR			
1 Hour Minimum			
Port Labor: One Employee at 2 days/16 hours	16	100.00	1,600.00
Includes administration staff			
\$100.00/HR			
Port Labor:One Employee at 2 days/16 hours	16	100.00	1,600.00
Includes administration staff			
\$100.00/HR			
Outside Labor & Materials	8	100.00	800.00
Excavator/with Operator 8 hours			
12 K Telehandler - Dismantle of Mast	2	129.40	258.80
\$129.40.00/HR			
1 Hour Minimum			
Disposal Fees		250.00	250.00
Waste Oil & Fuel			
Disposal Fees	2	1,000.00	2,000.00
2 - 30 Yard Dumpsters provided by Curry Transfer and Recycle			
		<b>Total</b>	<b>\$6,793.20</b>



## Estimate

Date	Estimate #
3/10/2021	159

### Name / Address

OREGON STATE MARINE BOARD  
Attn: Environmental & Policy Program  
435 Commercial St. NE Ste 400  
Salem, OR 97301-3453

### Vessel Information:

REG: OR244ACH  
Vessel: Rebelina  
Wooden Sailboat  
OAL: 35'

Description	Quantity/OAL	Rate	Total
Haul Out- One Way	1	175.00	175.00
50% of round trip rate - Round Trip Rate =\$350.00			
Port Boat - Tow	1	129.40	129.40
\$129.40/HR			
1 Hour Minimum			
Port Labor: One Employee at 2 days/16 hours	16	100.00	1,600.00
Includes administration staff			
\$100.00/HR			
Port Labor: One Employee at 2 days/16 hours	16	100.00	1,600.00
Includes administration staff			
\$100.00/HR			
Outside Labor & Materials	8	100.00	800.00
Excavator/with Operator 8 hours			
12 K Telehandler - Dismantle of Mast	2	129.40	258.80
\$129.40.00/HR			
1 Hour Minimum			
Disposal Fees		250.00	250.00
Waste Oil & Fuel			
Disposal Fees	2	1,000.00	2,000.00
2 - 30 Yard Dumpsters provided by Curry Transfer and Recycle			
		<b>Total</b>	<b>\$6,813.20</b>



## **ACTION ITEM – E**

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**DATE:** May 18, 2021  
**RE:** Roy Davis Memorial  
**TO:** Honorable Board President and District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

---

### OVERVIEW

- Total fund amount to date is \$3,270.
- The feedback we have received selected a bench located at the boardwalk.
- Estimated cost of a concrete bench is \$600. Shipping is estimated at \$725.
- Bronze plaque size would be 14"x16" with post. Estimated cost for the plaque is \$891 and the post is \$195.
- Bench location could be at the south end of the boardwalk. A bench is already there that would be removed. The site could be improved with concrete and the bench would be placed on the concrete overlooking Basin 1 and the bar. The area is approximately 14' x 14'. Estimated cost for the site work including concrete would need to be \$895 or less.
- Roy Davis family preferred the sample plaque wording and picture.

### DOCUMENTS

- Pictures of Potential Bench Site, 2 pages
- Type of Proposed Bench 72"L x 23"W x 33"H, 4 pages
- Type and Sample Plaque Wording, 2 pages

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve Roy Davis Memorial at the south end of the boardwalk. Remove existing bench and improve the site with concrete, new bench and plaque wording with a post as presented with donated funds.













## Maricopa Concrete Bench with Back

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

(<https://www.theparkcatalog.com/review/product/list/id/1873622/category/3767/#review-form>).

**\$605.00**

Buy 3 for **\$592.90** each and **save 2%**  
Buy 6 for **\$580.80** each and **save 4%**  
Buy 11 for **\$568.70** each and **save 6%**

**\*Size**

**\* Required Fields**

72Lx23Wx33H

**\*Seat Color**

Smooth Finish-Sand Tan

**\*Concrete Color and Finish**

Dura Brite Finish-Sand Tan

**\*Engraving Setup Fee**

No Engraving

**\$605.00**

## 154 Series Color/Finish Options

### Finish Options

**Smooth Finishes (For Precast Concrete or GFRG)**



**Lt. Sand Blasted (For Precast Concrete or GFRG)**

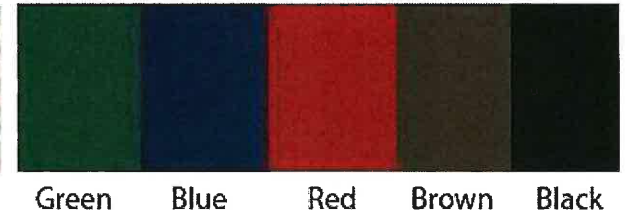


**Exposed Aggregate for Precast Concrete**

**Dura Brite**



**Thermoplastic Colors**



**Etched**



**Perma**





## GENERAL SPECIFICATIONS:

### MANUFACTURER'S QUALIFICATIONS

The Park Catalog maintains at all times a quality control program as herein outlines so as to insure that all precast meets all requirements as specified under physical requirements. All precast shall be manufactured by skilled workmen who have at least five years experience in similar work and supervised by foreman certified by the ACI (American Concrete Institute).

### MANUFACTURING

All precast work shall be true to dimension and have clean, accurate arises and details faithfully executed. Reinforcing steel shall conform to work and shall have a minimum compressive strength of 5,000 psi at 28 days of age when tested by means of cylinder molds (6x12) from the materials. There shall be a maximum of 4-6% air entertainment for all precast according to ASTM standards.

### REINFORCEMENT

All concrete products have reinforcement characteristics such as rebar or fiberglass.

### MOLDS

The forms for the precast units shall be constructed of metal or fiberglass laminated designed to withstand casting pressures without distortion. All anchors, inserts, bolts, ect. will be placed and secured in the forms as required for the attachment and handling of the units. These shall be clamped so as to hold them in position during fabrication.

### PHYSICAL CHARACTERISTICS

All exposed surfaces are treated to remove the surface matrix and exposed the aggregate produced by chemical retardant - not sand blasting. All precast shall have the water-repellent sealer treatment applied in strict accordance with manufacturer's specifications. All tolerances shall be within 1/8" of specified dimensions, designed for structural analysis and calculation.

### COLOR

Color to be uniform throughout as approved by owner or specifier in accordance with manufacturer's recommendation.

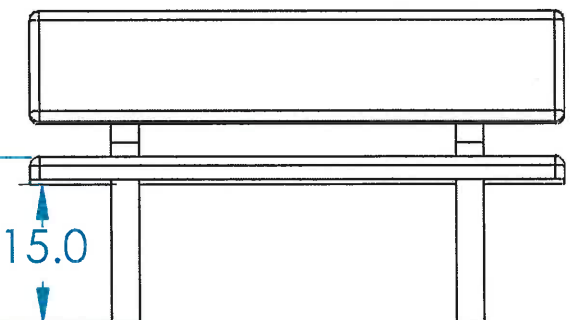
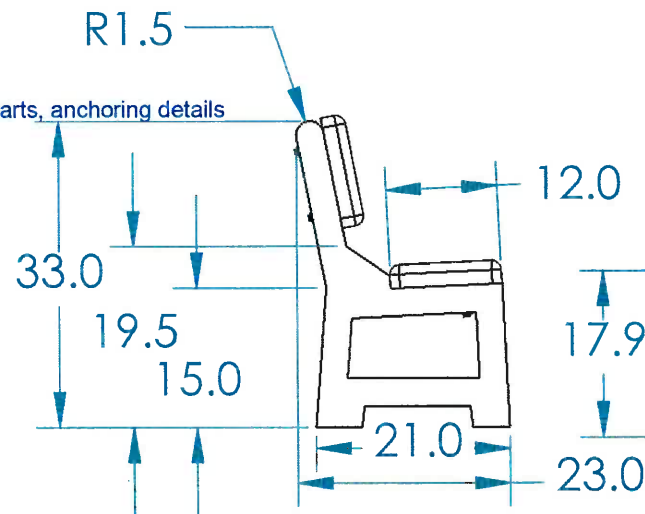
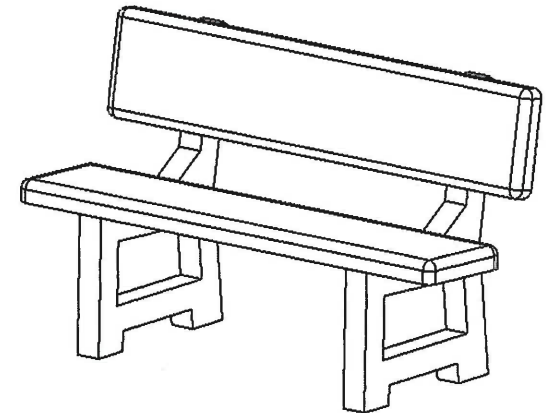
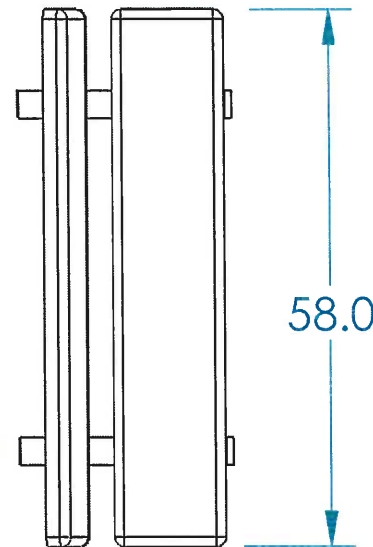
### MATERIALS

Portland Cement: ASTM C150 Type 1 or 3  
All aggregate to meet ASTM C33 Specifications

### REQUIRED MATERIALS FOR APPROVAL

- A. Shop drawings with dimensions, general contraction component parts, anchoring details and installation.
- B. Samples upon request of architects.
- C. Complete dates on manufacturer's and technical information.

**Weight: 420 LBS**



877-515-4277

Account

AND FACILITIES  
LOG

Search

Q

TEGORIESBENCHESBIKE RACKSBLEACHERSPICNIC TABLESPANTERSTRASH RECEPTACLESGRILLSPA

Concrete Bench with Back

ESTIMATE FREIGHT

Questions about freight?

ZIP Code\*97415

Additional Freight Services (select all required):

☐ Residential Delivery  
Private Residence, Apartment Complex, HOA, Condo, etc

☒ Lift Gate Delivery

☒ Notify Prior to Delivery

☐ Limited Access Delivery  
School, Park, Medical Facility, Church, Government Building, Construction Site, etc.

\$724.87

GET ESTIMATE

Online Freight is simply an estimate, once the order is placed it will be reviewed for proper accessorial and overlength charges and one of our representatives will reach out with any necessary freight cost adjustments. For any questions about deliveries, feel free to call our customer service department at 877-515-4277 ext. 4 or email [customerservice@theparkcatalog.com](mailto:customerservice@theparkcatalog.com).

ite Bench With Back

2%  
4%  
6%

x23Wx33H

ooth Finish-Light Brown

a Brite Finish-Light Brown

Engraving

OD TO CART

Actual product may vary from image shown.  
Please contact an expert for more info: 866-280-1

Share item: f in

89



The Port of Brookings Harbor dedicates this area in the memory and honor of

Roy C. Davis

Dec 23, 1960 – Feb 3, 2021



Roy C. Davis moved to Brookings Oregon in 1990 and immediately became an active member of the community. His love and dedication to the fishing industry led him to become a successful and passionate board member to the Port of Brookings Harbor Commissioners from 2007 until his passing. His passion to help others, deep loyalty, genuine spirit, service, leadership, and commitment will never be forgotten and will continue to be honored. You will forever be in our hearts and will be missed by all.

Dedicated (date)



Danielle King <danielle@portofbrookingsharbor.com>

---

## Following up on invoice and artwork

---

**sales@bronzememorials.net** <sales@bronzememorials.net>  
To: Danielle King <danielle@portofbrookingsharbor.com>

Tue, May 11, 2021 at 1:15 PM

It will not, sizing will need to be 14"x 16" to fit everything properly while meeting specs. Cost is \$891.00

[Quoted text hidden]

## **ACTION ITEM – F**

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**DATE:** May 18, 2021  
**RE:** The Roofers Change Order  
**TO:** Honorable Board President and District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### **OVERVIEW**

- Procurement for repairing the existing RV Park main restroom was completed. The Roofers, LLC provided the lowest proposal based on Port staff knowledge of the existing conditions. Skylights were going to be removed.
- After reconsideration, Port staff and I decided it would be best to keep four of the five skylights. New skylights were added to the project.
- Some plywood rot was discovered and extra labor services for rafter tails, bird blocks and re-sheeting.
- The original quote was \$5,700. New skylights and flashing kits with one additional pipe jack added \$2,300 for a new project total of \$8,000. The plywood added \$677.84, and labor added \$1,650. Final total with all changes and additions for the project is \$10,327.84.
- Port staff supervised the progress of the roof repair and confirmed the extra charges.

### **DOCUMENTS**

- Procurement Request, 1 page
- The Roofers LLC proposal, changes, and final billing, 5 pages
- Photos of roof repairs, 7 pages

### **COMMISSIONERS ACTION**

- **Recommended Motion:**  
Motion to approve final payment to The Roofers LLC in the amount of \$6,327.84.



# PORT OF BROOKINGS HARBOR

## Procurement Request

Project Name: RV Park Roof

Contract No. \_\_\_\_\_



Purchase Agreement



Contract

Purchase Order No.

1976

### Award Information:

Company Name

Roofers LLC

Contact Person:

April

Address:

Telephone:

231 420 4377

Special Notes or Comments


No.	Proposals / Quotes	Units	Quantity	Total \$
	<u>April Roofers LLC</u>	<u>75-</u>		<u>5,700.00</u>
	<u>CAS &amp; Son's</u>			<u>11,173.89</u>
	<u>McMurray &amp; Sons</u>			<u>N/A</u>
	<u>Edwards Roofing</u>	<u>76-</u>		<u>7,850.00</u>

Prepared by:

Travis Webster

Print Name

Port construction fund.

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:

Signature

GARY DEHUNGA

Print Name

3-8-2021

Date

Approved by Board Commissioner:

Signature

Print Name

Date

Approved by Board Commissioner:

Signature

Print Name

Date

# The Roofers LLC

CCB #215757  
95862 Dotson Lane  
Brookings, OR.  
97415

## Roof Proposal for The Port of Brookings

RV park restroom

Brookings, OR. 97415

This is a contract for roof installation to be performed by **The Roofers LLC** made on the 24th day of February, 2021.

### Scope of Work

- Tear off 2 layers of old roofing and prep panel. (Additional layers are \$25/Square)
- Dry in roof deck with a synthetic 30lb. moisture barrier.
- Install new drip edge and starter around perimeter.
- Install 40- year Malarkey Vista shingles.
- Install new vents, pipe jacks, and boots where applicable.
- Install high profile ridge cap for durability and withstanding the elements.
- Install new 2x6 fascia boards around building.
- Clean up and remove all debris and magnet.

### The Scope of work for this job does not include the following trades

\*Electrical

\*Plumbing

\*Painting

\*Structural modifications (any structural modifications to be done at \$75 per hour and the cost of materials, or the owners have the option of having the materials provided.)

### Homeowners Rights

- Consumers have a right to receive ALL the products and services agreed to in this contract.
- Consumers have the right resolve disputes through means outlined in this contract.
- Any issues with installation or work performed shall be addressed with, The Roofers LLC.
- In the event of a legitimate dispute, The Roofers LLC, will be given the chance and means to alleviate any complaints within reason before the Homeowner exercises their right to file a complaint with the CCB.

- Payment

- The Roofers LLC will collect a 50% deposit of contract price upon signing of this contract to help cover the cost of materials and dump fees, or 2 weeks before the estimated start date, the remainder of the balance to be paid same day as the completion.
- The Roofers LLC urges its customers to read this contract thoroughly and ask as many questions as necessary to make sure they understand its contents and meanings fully, as well as the work involved in the renovation of their home. It is our duty as licensed contractors to help you completely understand every step involved from the signing of this contract through the completion of the project. We are here first and foremost to provide the best service we can so that you can take as much pride in the finished product as we do.

**Total Project: \$5,700.00**

**Deposit due: \$2,850.00 ✓**

**Balance due: \$2,850.00**

*Insurance  
Certified payroll*

***At first glance, looks like you will need resheeting as well. If a full resheet is in order, your looking at an additional cost of \$2200.00 for plywood and labor. This does not include structural beam or other support beams.***

Owner

PO # 1976

Date

March 6, 2021

(TW)

Owner

Date

***This estimate is good for 30 days from the date above as long as a deposit is received in that time frame.***

April Hempenstall

231-420-4377

theroofersllc@gmail.com

# The Roofers LLC

CCB #215757  
95862 Dotson Lane  
Brookings, OR.  
97415

## Addendum:

Adding 4 skylights and flashing kits to the Port of Brookings RV beach restroom and an additional pipe jack.

New Total for Project: \$8000.00

Deposit due: \$4000.00

Minus deposit received: 2850.00

Balance of \$1150.00 to proceed.

Final Balance at completion is \$4000.00 if no changes in labor.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

*See invoice #1001*

Project:
RV Park Restroom Restoration Project
Port Construction Fund
LGIP acct #6273 & Umpqua Bank acct #8018 Port Const. Fund
PAID <u>4/2/2021</u> Check # <u>345</u>
<i>Amt pd. \$1,150.00</i>



The Roofers LLC

95862 Dotson Lane  
Brookings, OR 97415 US  
theroofersllc@gmail.com

INVOICE

BILL TO  
The Port of Brookings

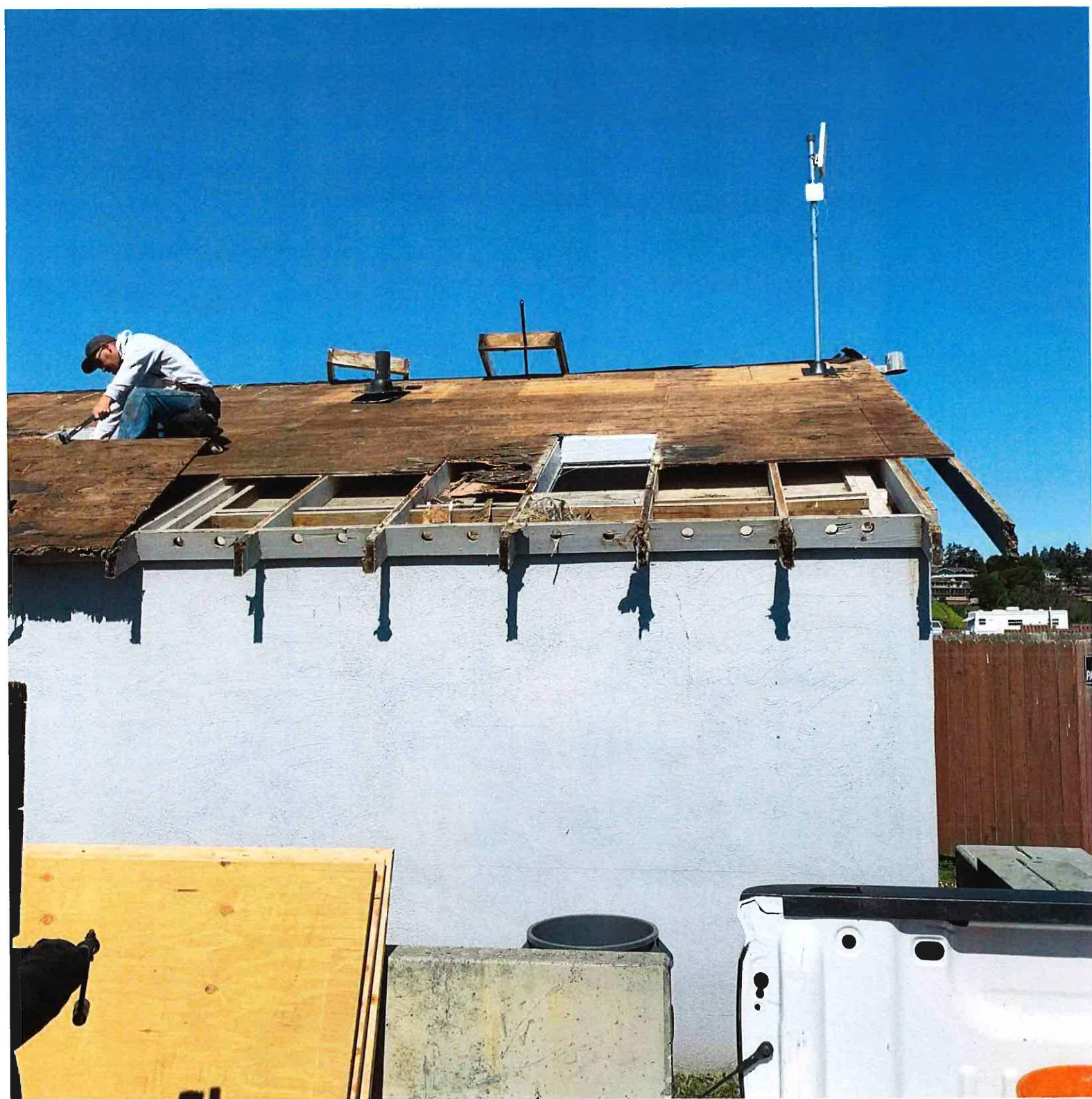
INVOICE 1004  
DATE 05/11/2021  
TERMS Net 30  
DUE DATE 06/10/2021

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Reroof	3/4 in. plywood for roof deck, nails	1	677.84	677.84
Services	labor for rafter tails, bird blocks and resheeting	22	75.00	1,650.00
balanced due for reroof		1	4,000.00	4,000.00

BALANCE DUE **\$6,327.84**





























## INFORMATION ITEM – A

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**DATE:** May 18, 2021  
**RE:** Pacific Seafood Receiving Dock  
**TO:** Honorable Board President and District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

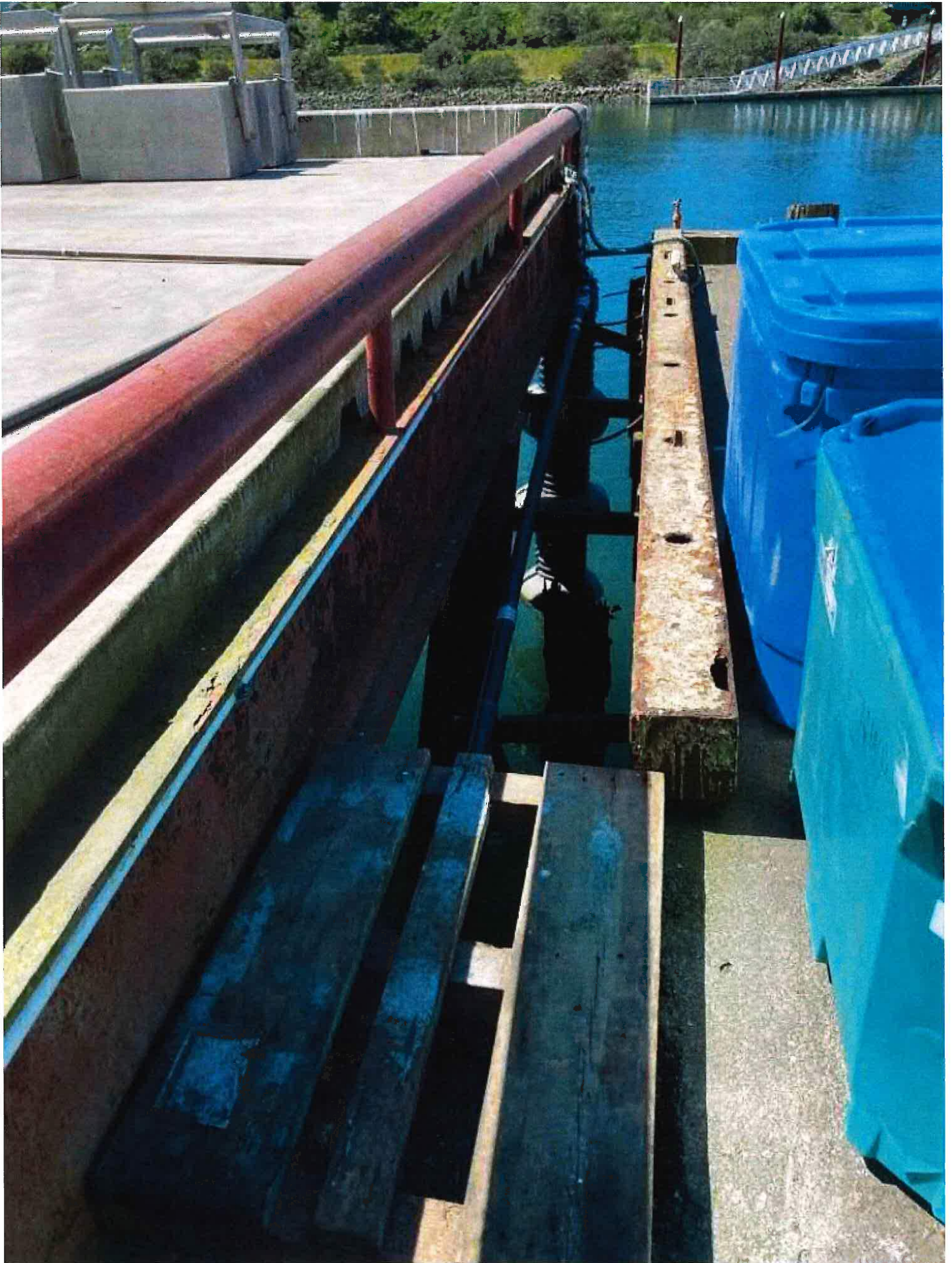
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### OVERVIEW

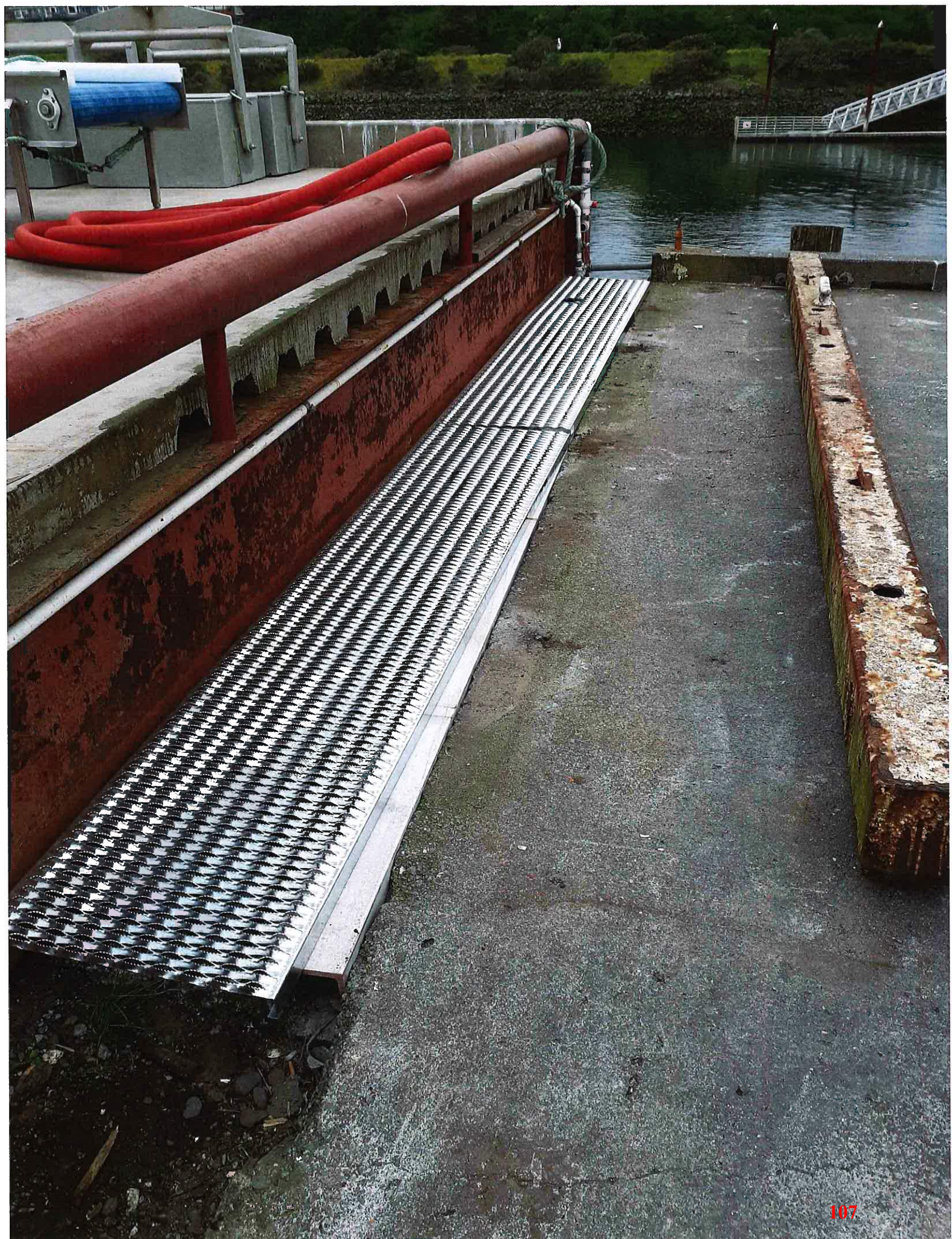
- Pacific Seafood employee notified Port staff of a fall hazard between the old and new docks. Oregon OSHA was inspecting their operations and made comment of the fall hazard.
- Port staff reviewed the conditions and proceeded to install a cover over the fall hazard.
- Port staff is reviewing the requirement for a handrail for the height difference between the two docks.

### DOCUMENTS

- Before and after pictures between the docks, 2 pages









## INFORMATION ITEM – B

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**DATE:** May 18, 2021  
**RE:** USACE Channel Dredging 2021  
**TO:** Honorable Board President and District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- USACE held a virtual annual dredging and resource agency coordination meeting to review dredging in the State of Oregon.
- Chetco channel will be dredged 8 days in June. Survey crew will be here in May.

### DOCUMENTS

- USACE Agenda and some slides from presentation, 4 pages





ANNUAL DREDGING AND RESOURCE AGENCY COORDINATION MEETING  
THURSDAY, April 29, 2021

Virtual

<https://usace1.webex.com/usace1/j.php?MTID=me7aa65f48e66d3b956f82fdac0a74bc9>

Call In number: 844-800-2712

Access code: 199 023 1217

Time	Item
0900-0915	Introductions and Welcoming Remarks– Kate Groth, Acting Chief of Waterways Maintenance, Portland District
0915-0945	Current Budget Climate for FY 2021/2022 and Introduction of new Deputy District Engineer – Kevin Brice, Deputy District Engineer for Programs and Project Management
0945-1000	Regional Perspective on the Dredging Program – Jarod Norton, Navigation Program Manager, Northwestern Division
1000-1020	2020 Channel Maintenance Summary – Terry Geroux, Team Lead, Dredging Contracts
1020-1025	Break
1025-1055	Rod Moritz – Woodland Island Ecosystem Restoration
1055-1120	Upcoming 2021 Work – Greg Speer, Jessica Stokke, and Kate Groth, Project Managers
1120-1145	Portland District Sediment Quality Team Update: Completed, Ongoing and Planned Activities (FY21/22) – James Holm, PSET Lead, and James McMillan, Ocean Dumping Coordinator
1145- 1200	Questions/ open discussion



## COASTAL PROJECTS

Viewing Katharine Groth's application



### Dredge YAQUINA:

- Chetco (8 days June)
- Rogue (8 days June)
- Coquille (4 days July)
- Coos Bay (25 days, May-Sept)
- Umpqua (4 days July, 5 days Sept)
- Siuslaw (6 days June, 2 days July)
- Yaquina Bay (8 days Oct, 27 days July-Sept)



### Dredge ESSAYONS:

- Coos Bay (18 days July-August)

Layout

Port of Brookings ...

Me

Gregory Speer



Connect audio

Start video

Share



Participants

Chat



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11:11 AM  
4/29/2021



PowerPoint Slide Show - SQT Update ADRAC 20210429.pptx - PowerPoint



Viewing James McMillan's screen

## FY21 Dredged Material Evaluations - PSET

- Portland District Federal Navigation Project evaluations (9)**
  - Oregon Slough shallow draft
  - Rogue River
  - Coos Bay
  - Chetco River
  - Coquille River
  - Cathlamet Bay (2B)
  - Lower Willamette River 2B (Post Office Bar, Albina Turning Basin)
  - Depoe Bay
  - Tillamook Bay
- Port evaluations**
  - Portland - T4
  - Astoria
- Portland Harbor Superfund Site related evaluations**
  - Albers Mill
- Other dredging evaluations**
  - Clatsop County
  - Lake Oswego Corp
  - Port Warren Condos

- City of Portland
- Sunset Drainage District
- Dyno Nobel
- U.S. Coast Guard (Tongue Point)
- ODFW
- WCP
- McKinley's Marina
- Ross Island Sand & Gravel

22 Projects with 5 months to go



Oregon Slough shallow draft channel  
Portland, OR  
12 September 2020

Portland Sediment Evaluation Team

U.S. Army Corps of Engineers  
U.S. Army Corps of Engineers  
U.S. Army Corps of Engineers  
U.S. Army Corps of Engineers  
U.S. Army Corps of Engineers

Slide 20 of 23

Layout

Port of Brookings ...

Me



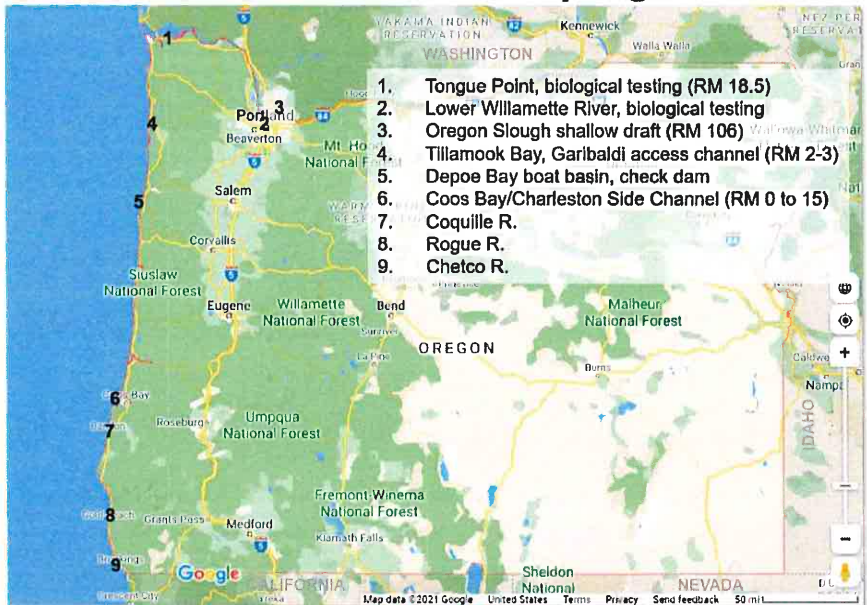
Gregory Speer

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Viewing James McMillan's screen

**FY21 SEDIMENT QUALITY TEAM WORK – Routine Sediment Sampling**



1. Tongue Point, biological testing (RM 18.5)
2. Lower Willamette River, biological testing
3. Oregon Slough shallow draft (RM 106)
4. Tillamook Bay, Garibaldi access channel (RM 2-3)
5. Depoe Bay boat basin, check dam
6. Coos Bay/Charleston Side Channel (RM 0 to 15)
7. Coquille R.
8. Rogue R.
9. Chetco R.

Slide 12 of 23

Layout

Port of Brookings ...

Me



Gregory Speer

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11:29 AM  
4/29/2021



## INFORMATION ITEM – C

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**DATE:** May 18, 2021  
**RE:** Travel Oregon Grant Application Status  
**TO:** Honorable Board President and District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Port received the grant application status and was not awarded the funding.

### DOCUMENTS

- Travel Oregon Grant Application Status Email, 1 page

**From:** Travel Oregon <administrator@grantinterface.com>  
**Sent:** Friday, April 30, 2021 5:22 PM  
**To:** portmanager@portofbrookingsharbor.com  
**Cc:** grants@traveloregon.com  
**Subject:** Travel Oregon Competitive & Recovery Grants Application Status

Gary Dehlinger  
Port of Brookings Harbor  
2021 Competitive & Recovery Grants Program

Dear Gary,

Thank you for applying for the Travel Oregon Competitive & Recovery Grants Program. As you are well aware, this is an incredibly challenging time for Oregon's travel and tourism industry. We received more than 400 applications and wish there were enough funds to cover all \$18.5 million in grant requests from organizations across the state in need. Unfortunately, after careful consideration and review, Port of Brookings Harbor was not awarded funding.

To learn more about resources available to support organizations during the coronavirus pandemic visit:

- [Travel Oregon COVID-19 resources.](#)
- [State of Oregon Employment Department resources for employers, including the Oregon Work Share program.](#)
- [Business Oregon Small Business Navigator Hotline.](#)
- [Shuttered Venue Operators Grant.](#)
- [Oregon Community Foundation Community Grants Program.](#)

We wish your organization the best in seeking other financial support during this difficult period. If you haven't already, please consider joining Travel Oregon's [Industry email list](#) to be first to know about future grant opportunities. Travel Oregon intends to open an additional funding cycle this fall.

If you have questions about your application or ways to be more competitive in a future Travel Oregon grant cycle, please send them to [grants@traveloregon.com](mailto:grants@traveloregon.com). Please know, these emails will be responded to as soon as possible beginning the week of May 10.

Sincerely,  
Michelle Woodard, Grants Manager, Travel Oregon  
[grants@traveloregon.com](mailto:grants@traveloregon.com)

## INFORMATION ITEM – D

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**DATE:** May 18, 2021  
**RE:** Business Oregon Commercial Rent Relief Program  
**TO:** Honorable Board President and District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Three out of the five businesses submitted to Business Oregon Commercial Rent Relief Program received approvals for rent assistance.

### DOCUMENTS

- None

## INFORMATION ITEM – E

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**DATE:** May 18, 2021  
**RE:** Emergency Response Team  
**TO:** Honorable Board President and District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- The emergency response team was created to assist our Port staff when situations arise for more personnel. Example of when the Port needed more help, lifting a sunken boat.
- What we have learned; when the Port acts quickly to remove a sunken boat, it becomes financially risky to the Port and owner of the boat. The Port also learned the regulatory agencies and insurance companies do not act as fast as the Port staff. Without the proper approvals from regulatory agencies and insurance companies, the Port and owner become financially responsible. If the owner refuses to pay the Port, the Port is left holding all the cost, including legal and administrative.
- The Port now secures the site for spills, notifies proper agencies and owner of sunken boat, and then waits for the approvals. Then a third-party salvage company performs the work for the boat owner or insurance company.
- There were never volunteers working on the team. All were Port full-time, part-time, or on-call employees on the team.
- Last year when COVID-19 restrictions began, the Port reduced its staff to the bare minimum. Since then, the Port has restructured personnel and the emergency response team was disbanded.
- If or when the occasion arises, the emergency response team would be formed again.

### DOCUMENTS

- None