

**PORT OF BROOKINGS HARBOR**  
**Regular Commission Meeting**  
**Tuesday, April 16, 2019 • 6:00 pm**  
Port Conference Room Suite 202  
16350 Lower Harbor Road, OR 97415

**TENTATIVE AGENDA**

**1. CALL MEETING TO ORDER**

- Pledge of Allegiance
- Roll Call
- Introduction of Guests and Port Staff
- Modifications, Additions, and Changes to the Agenda
- Declaration of Potential Conflicts of Interest

**2. APPROVAL OF AGENDA**

**3. PUBLIC COMMENTS** (Limited to a maximum of three minutes per person. A “Public Comment Request”, located near the entrance, must be completed and turned into the President prior to the beginning of the meeting.)

**4. CONSENT ITEMS**

- A. Thursday, March 7, 2019, Special Meeting.....1
- B. Tuesday, March 19, 2019, Regular Meeting.....3
- C. Tuesday, March 26, 2019, Special Meeting.....9

**5. MANAGEMENT REPORTS**

- A. Financial Report – March 2019.....12
- B. Port Manager Report – March 2019.....25
- C. Harbormaster Report – March 2019.....28

**6. ACTION ITEMS**

- A. Contract Approval for Roof Repairs.....30
- B. Contract Approval for Backflow Devices.....50
- C. Lease Approval for Pacific Ocean Harvesters Lease.....62
- D. Service Agreement with South Coast Knight Security.....85
- E. Service Agreement with EMC-Engineers/Scientists, LLC.....101
- F. Green Building Proposals.....110
- G. Resolution No. 518 MOU with Harbor Sanitary District.....111
- H. Resolution No. 519 Vacation Benefit Change.....116

**7. INFORMATION ITEMS**

- A. Port Rates for Fiscal Year 2019-20.....118
- B. USACE Maintenance Dredging.....178
- C. CPA Audit Report FY 2017-18.....180
- D. Port Staff Chart.....181

**8. COMMISSIONER COMMENTS**

**9. NEXT REGULAR MEETING DATE – May 21, 2019, 6:00pm**

**10. ADJOURNMENT**

**PORT OF BROOKINGS HARBOR**  
**Special Commission Meeting Minutes**  
**Thursday, March 7, 2019 • 3:00 pm**

Commissioners present: Position 1 Secretary Joe Speir, Position 2, Wesley Ferraccioli, Position 3 Chairman Roy Davis, Position 4 Vice Chairman Richard Heap via phone, and Position 5 Treasurer Kenneth Range Also, present were, Martha Rice Port Counsel, Gary Dehlinger Port Manager, Travis Webster Harbormaster, Danielle Shepard Administrative Assistant, and members of the public.

**1. Call to Order, Pledge of Allegiance, and Roll Call:**

*Davis* called the meeting to order at 3:00 pm. Board and audience stated the pledge of allegiance.

*Davis* notified the Board that Mr. Dehlinger requested to discuss Port Staff under Information Items.

There were no other Modifications, Additions, or Changes to the Agenda. Nor were there any Declaration of Potential Conflicts of Interest.

**2. Approval of Agenda:**

*Range made a motion to approve the agenda as amended. Second by Speir. Motion passed 5-0.*

**3. Public Comments:**

There were no public comments.

**4. Action Items:**

**A. Basin 1 Piling Project – Disposal of Old Piles:**

*Davis made a motion to dispose of the pilings, using option 2. Second by Range. Motion passed 5-0.*

**5. Information Items:**

**A. Port Staff Information:**

*Dehlinger* informed the board that the RV Park office will start to have full weekend coverage and are looking for a front desk moorage manager for the Port

Office. Also, looking for members to be a part of our Incident Response Team and would supply quarterly training.

**6. EXECUTIVE SESSION per ORS 192.660 (2)(h):**

- A. ORS 192.660 (2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.**

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

Board adjourn into executive session at 3:07 pm and reconvene into regular session at 3:33 pm.

**7. Next Regular Meeting Date – March 19, 2019, 6:00 pm**

**8. Adjournment:**

*Davis* adjourned the meeting at 3:34 pm.

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Signature

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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)*

**PORT OF BROOKINGS HARBOR**  
**Regular Commission Meeting Minutes**  
**Tuesday, March 19, 2019 • 6:00 pm**

Commissioners present: Position 1 Secretary Joe Speir, Position 2 Wesley Ferraccioli, Position 4 Vice Chairman Richard Heap, and Position 5 Treasurer Kenneth Range. Also, present were, Martha Rice Port Counsel, Gary Dehlinger Port Manager, Travis Webster Harbormaster, Danielle Shepard Administrative Assistant, and members of the public.

**1. Call to Order, Pledge of Allegiance, and Roll Call:**

*Heap* called the meeting to order at 6:00 pm. Board and audience stated the pledge of allegiance.

**2. Approval of Agenda:**

*Heap* requested to give a salmon report after the Harbormaster's report. *Dehlinger* requested to add Action Item Q, Audit Engagement Letter, and Action Item R, Resolution 504 Changing the Accounting Procedure Correction.

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

There were no other Modifications, Additions, or Changes to the Agenda. Nor were there any Declaration of Potential Conflicts of Interest.

**3. Public Comments:**

Dan Fraser: asked the board to amend the insurance requirements for commercial vessels, suggested that commercial vessels must provide landing receipts, and to include water and electricity in with the moorage rates.

**4. Consent Items:**

**A. Tuesday, February 19, 2019 Regular Meeting Minutes:**

**B. Tuesday, February 26, 2019 Special Meeting Minutes:**

*Speir made a motion to accept the Tuesday, February 19, 2019 and Tuesday, February 26, 2019 Meeting Minutes. Second by Ferraccioli. Motion Passed 4-0.*

**5. Management Reports:**

**A. Financial Report – February 2019:**

*Dehlinger* read over the financial report. The board had no questions.

**B. Port Manager Report – February 2019:**

*Dehlinger* read over his manager's report. *Range* had some questions regarding security cameras.

**C. Harbormaster Report – February 2019:**

*Webster* read over his harbormaster report. The board had no questions.

**D. Salmon Report:**

*Heap* read over the salmon report and asked for the public's opinion on what they would like to see for the season and spoke about killer whale's dietary regime and how it is affecting the fishing industry.

**6. Action Items:**

**A. Intergovernmental Agreement (IGA) for 2015 Strategic Business Plan:**

*Dehlinger* informed the board that the previous board approved this May 2014, current board updated table 14, December 2018. Dave Harlow with IFA Business Oregon was present to answer any questions the board may have. Mr. Harlow informed the board that ODOT is trying to align the programs, with Connect Oregon you must have a strategic business plan and IGA in place.

*Heap made a motion to approve the IGA as stated. Second by Speir. Motion passed 4-0.*

**B. Service Agreement for Port Security:**

*Dehlinger* is requesting for more coverage. *Ferraccioli* suggested the investigate the Crescent City Port practices and hire staff to do surveillance instead. There was concerns about opening the Port up to liabilities and asked to contact Crescent City Port, to investigate their security practices and what issues they face.

*Ferraccioli made a motion to extend another 30 days and investigate other means of security. Second by Speir. Motion passed 4-0.*

**C. Procurement Approval for Roof Repairs:**

*Dehlinger* requested to postpone until next meeting, due to receiving the proposals today.

*Heap made a motion to postpone Action Item C until a future meeting. Second by Range. Motion Passed 4-0.*

**D. Procurement Approval for Backflow Devices:**

*Dehlinger* requested to postpone until next meeting, due to receiving the proposals today.

*Heap made a motion to postpone Action Item D until a future meeting. Second by Range. Motion Passed 4-0.*

**E. Green Building Proposals:**

Youwanda started the presentation talking about our environment, wants to develop the green building by tying it to the boardwalk and through a closed circuit tv, show port activity. Rob Crocker continued the proposal and what future plans they see with the building. Presented the board with three options but is open to suggestions and discussed business options for inside the building. The board had a few questions and suggestions for Mr. Crocker but agreed they do not want to sell the land. The board agreed that they do need to decide on what they want to see for the building, and the consensus was to support commercial retail but cannot affect our current tenants. The board agreed to give this item another 30 day and discuss this at the next regular meeting.

*Heap made a motion to postpone Action Item E until a future meeting. Second by Range. Motion Passed 4-0.*

**F. Budget Committee Selection:**

*Dehlinger* informed the board that two members have resigned and have only received one application.

*Range made a motion to approve Camille Soares Brown for the 6<sup>th</sup> position on the budget committee. Second by Speir. Motion passed 4-0.*

**G. CPA Audit Report FY 2017-18:**

*Dehlinger* let the board know our audit report isn't completed yet, hoping to have it completed by March 26 meeting. The Port was denied an extension. Board agreed to have a special meeting the last Saturday of the month if the audit report is complete.

*Heap made a motion to postpone Action Item G until a future meeting. Second by Range. Motion Passed 4-0.*

**H. Port Policy and Procedure List:**

*Dehlinger* is requesting the board to look at policies and procedures on a biannual basis.

*Ferraccioli made a motion to establish a board biannually review of policy and procedures. Second by Speir. Motion passed 4-0.*

**I. Port Safety Program 2019:**

*Dehlinger* informed the board the current program is 21 years old, the program proposed was developed with the help of SDAO.

*Range made a motion to approve the Safety program as present. Second by Ferraccioli. Motion passed 4-0.*

**J. Port Surplus Property Policy:**

Board approved in 2007 but a resolution was never completed. Presenting a new procedure for approval.

*Speir made a motion to approve the surplus property policy. Second by Range. Motion Passed by 4-0.*

**K. Moorage Policy & Procedures:**

*Speir made a motion to accept the moorage policy and procedure. Second by Range. Motion passed 4-0.*

**L. Gear Storage Service Agreement:**

*Speir made a motion to accept the gear storage service agreement. Second by Ferraccioli. Motion passed 4-0.*

**M. Emergency Response Plan:**

Developed when we operated the ice house cold storage, would like to use the same response plan for the whole port and to allow the Port Manger to make emergency decisions.

*Range made a motion to approve the emergency response plan. Second by Speir. Motion passed 4-0.*

**N. Resolution No. for Ordinance No. 21 Transient Dock Boat Ramp and Public Parking:**

This ordinance has already been approved and read three times; this is to memorialize the ordinance.

*Speir made a motion to adopt a Resolution for Ordinance 21. Second by Range. Motion passed 4-0.*

**O. Resolution No. for Ordinance No. 22 Sleeping and Camping on Port Property:**

This ordinance has already been approved and read three times; this is to memorialize the ordinance.

*Range made a motion to adopt a Resolution for Ordinance 22. Second by Speir. Motion passed 4-0.*

**P. RV Park Rules and Regulations:**

*Speir made a motion to accept Beachfront RV Park Rules and Regulations.  
Second by Range. Motion passed 4-0.*

**Q. Audit Engagement Letter:**

CPI requested this since we have changed our accounting procedures.

*Ferraccioli made a motion to approve audit engagement letter dated March 15, 2019 with C.J. Huntsman, CPA, P.C. for the fiscal year 2017-18 reporting.  
Second by Speir. Motion Passed 4-0.*

**R. Resolution No. 504 Change of Accounting Procedure Correction:**

*Speir made a motion to approve Resolution No. 507 Change of Accounting Procedure. Second by Range. Motion passed 4-0.*

**7. Information Items:**

**A. Port Staff Chart and Job Descriptions:**

*Dehlinger* just wanted to inform the board of what job descriptions we currently have and what their duties are.

**B. INFRA Grant 2019 Application:**

*Dehlinger* wanted to show the board what engineer Jack Akin and Port staff have done regarding this grant.

**C. Port Rates for Fiscal Year 2019-20:**

*Dehlinger* wanted the board to start thinking about the rates and what they want changed, will need to review again before the fiscal year.

**D. February 23 – 25 Storm Event, FEMA IDA:**

*Dehlinger* has been submitted storm damage to the county, FEMA will be inspecting the site.

**8. Commissioner Comments:**

*Range* mentioned that our volunteer application should have a statement regarding taking a photograph of them.

*Speir* just wanted to correct how he talked about the fishing industry, but crab in being shut down April 15 in California because of the whales.

*Heap* asked for the counsel to look at a way to free up the commercial fleet.

**9. Next Regular Meeting Date – February 19, 2019, 6:00 pm**



**10. Adjournment:**

Heap adjourned the meeting at 8:22 pm.

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Signature

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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)*

**PORT OF BROOKINGS HARBOR**  
**Special Commission Meeting Minutes**  
**Tuesday, March 26, 2019 • 10:00 am**

Commissioners present: Position 1 Secretary Joe Speir, Position 3 Chairman Roy Davis, Position 4 Vice Chairman Richard Heap, and Position 5 Treasurer Kenneth Range Also, present were, Gary Dehlinger Port Manager, Danielle Shepard Administrative Assistant, and members of the public.

**1. Call to Order, Pledge of Allegiance, and Roll Call:**

*Davis* called the meeting to order at 10:00 am. Board and audience stated the pledge of allegiance.

Guests present Michael Crow with Crow Clay and Associates, Kelly Beebe with Harbor Sanitary, and Connie Huntsman Port's CPA.

There were no Modifications, Additions, or Changes to the Agenda. Nor were there any Declaration of Potential Conflicts of Interest.

**2. Approval of Agenda:**

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

**3. Public Comments:**

No public comments.

**4. Action Items:**

**A. Procurement Approval for Roof Repairs:**

*Dehlinger* informed the board that we have received two bids from Allied Roofing and The Roofers LLC, but the Port has not received a contract back from our lawyer.

*Range made a motion to delay the contract until Martha Rice has created a contract. Second by Speir. Motion passed 4-0.*

**B. Procurement Approval for Backflow Devices:**

*Dehlinger* informed the board that we have only received one bid back by 5 R Construction, and still waiting for a contract from our lawyer.

*Heap made a motion to delay the decision for black flow devices until we have a contract from Martha Rice. Second by Range. Motion passed 4-0.*

**C. Procurement Approval for Stormwater Pollution Control Plan (SWPCP):**

*Dehlinger* informed the board that the engineer is a sole source and has put together Coos Bay stormwater pollution control plan.

*Range* made a motion to approve the stormwater pollution plan. Second by *Speir*.  
**Motion passed 4-0.**

*Heap* wanted clarification that that does include *Dehlinger* signing the contract.

**D. CPA Audit Report FY 2017-18:**

*Mrs. Connie Huntsman* gave the board a little audit history. The goal is to have the audit better reflect the budget. Requested an extension to March 31 but has a feeling it won't be completed until April. Next year's audit should be a lot easier and hoping to have the audit ready for approval at the next regular meeting in April. *Dehlinger* suggested to sign *Mrs. Huntsman* up early so we can be ahead of the game for next years audit.

**5. Information Items:**

**A. None:**

No information items to discuss.

**6. Workshop Items:**

**A. Beachfront RV Park Rebuilding Design:**

*Dehlinger* showed pictures of storm debris that have impacted the RV Park. Went over where most storm damage accrues. Suggested to create more pull thru and back in sites, remove dry camp to create public parking and remove the tent sites for the RV Park Office, the fishing pier would be an entrance and exit, the current exit will be removed for more sites, and create a seawall. *Mrs. Kelly Beebe* stated the district is willing to work with the Port, even if that means temporarily opening until things can be fixed. *Heap* suggested relocating the water line. *Beebe* informed the board that the sand is affecting the propellers at their pumps and suggested raising the sewer lines so RV's can drive right up to it. *Range* suggested a convenient store attached to the office, and 3-4 guest rooms above the laundry mat. *Beebe* suggests putting in sand traps, and the Port does have some SDC fees that we might be able to use. *Mr. Michael Crow* suggested to put in an elevator if there are guest rooms on a second level and recommended a financial analysis on housekeeping fees. *Davis* asked for public opinion, *Sharon Hartung* asked about public access to the laundry rooms. *Dehlinger* asked the board where they would like to go now and suggested to do this process in phases. *Range* suggested to start a conceptual drawing and the project should be done in phases. *Dehlinger* asked the board if there is a price amount not to exceed. *Crow*

asked the board a few questions to help narrow down his plans. It was suggested to talk to Jack Akin about the seawall, which would be phase one.

*Range made a motion to approve Mr. Crow to do a conceptual drawing of the RV Park minus the seawall but including park layout, buildings, electrical, sewer, and water, once approved then go into phases for the construction and include Jack Akin for the seawall. Second by Heap. Motion passed 4-0.*

**7. Next Regular Meeting Date – April 16, 2019, 6:00 pm**

**8. Adjournment:**

*Davis adjourned the meeting at 10:50 am.*

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Signature

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Date Signed

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# FINANCIAL REPORT

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**DATE:** April 16, 2019  
**RE:** Month End Report of Financial Activities for March 2019  
**TO:** Board of Commissioners  
**PRESENT BY:** Gary Dehlinger, Port Manager

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Cash Basis – March 2019

## OPERATIONS

- Operation Revenue \$191,584
- Operation Expenses \$167,340

Operation Net Income \$24,244

## NON-OPERATIONS

- Non-Operating Revenue {Tax Appropriations, Interest & Dividends, Inter-fund Transfers & Misc. Income} \$928,835
- Non-Operating Expenses {FEMA & Grant Expenses & Loan Payments Expense, Inter-fund Transfers} \$818,126

Non-Operating Net Income \$110,709 *Depreciation/Reserve Amount \$29,752 (not factored)*

## GENERAL FUND

### GENERAL FUND OPERATIONS – NET POSITION

#### BEACHFRONT RV PARK – Operating Net Income \$20,070

- Revenue \$32,854
- Expenses \$12,784
- Reserve Amount for Depreciation \$1,702
- Loan Payment Amount \$5,063

#### BOAT YARD – Operating Net Income \$3,628

- Revenue \$6,416
- Expenses \$2,788
- Reserve Amount for Depreciation \$2,275
- Loan Payment Amount \$6,024

#### COMMERCIAL / RETAIL LEASES Operating Net Income \$25,328

- Revenue \$34,758
- Expenses \$9,430
- Reserve Amount for Depreciation \$10,727
- Loan Payment Amount \$11,236
- 33 Tenants with land, dock and retail space leases

**FUEL DOCK – Operating Net Income (\$8,305)**

- Revenue \$48,194
- Expenses \$56,499
- Reserve Amount for Depreciation \$833
- Loan Payment Amount \$1,754

**MARINA/ADMINISTRATION – Operating Net Income 1,488**

- Revenue \$87,038
- Expenses \$85,721
- Reserve Amount for Depreciation \$14,867
- Loan Payment Amount \$14,913

**PROPERTY GROUND USE – Operating Net Income \$181**

- Revenue \$300
- Expense \$119

**GENERAL FUND Non-Operations – NET POSITION \$116,948**

**Misc. Non-Operating & Transfers to General Fund/Net Other Income**

- Tax Appropriations - \$8,007
- Interest & Dividends Income - \$111
- Misc. Income - \$9,858
- Total transfers to General Fund from Capital Projects Fund - \$342,527

**Misc. Non-Operating & Transfers from General Fund**

- Total transfers to Debt Service Fund \$30,159
- Total transfers to Bond Debt Fund \$12,515
- Total transfers to Capital Projects Fund \$182,906
- Total transfers to Reserve Fund \$0

**CAPITAL PROJECTS FUND**

**CAPITAL PROJECTS – NET POSITION 1,567**

- Revenue & Transfers \$525,489
- Expenses & Transfers \$523,923
- Projects in progress:
- Basin 1 Piling Project – *FEMA PW319 Basin 1 Piling Projects expenses, to be reimbursed 100%*

**DEBT SERVICE FUND**

**DEBT SERVICE FUND – NET POSITION (\$38,414)**

- Revenue & Transfers \$30,210
- Expenses/Loan Payments *including principle & interest* \$68,624

**USDA REVENUE BOND FUND**

**USDA REVENUE BOND FUND – NET POSITION 12,634**

- Revenue & Transfers \$12,634
- Expenses & Transfers \$12,634

## RESERVE FUND

### RESERVE FUND – NET POSITION 0

- Revenue & Transfers \$0
- Expenses & Transfers \$0

### DOCUMENTS

- Financial Report, 3 pages
- Fund Balance Report, 1 page
- Finance Debt Monthly Report, 1 page
- Profit & Loss, 3 pages
- Profit & Loss Budget Performance, 2 pages
- Check Register, 2 pages

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to accept Financial Report as presented.

**Port of Brookings Harbor**  
**Fund Balance Report**                      **March 2019**

• **GENERAL FUND**

**UNRESTRICTED FUNDS, AS OF 03/31/2019.**

- \$145,383.13    General Fund (Umpqua Bank \$42,898.72 & LGIP \$102,484.41)
- \$2,069.91     Cash on Hand/Petty Cash (RV Park, Fuel Dock and Office Drawers)

**\$147,453.04    UNRESTRICTED FUNDS, 30-Day reserve amount needed \$181,789 (without depreciation)**

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**RESTRICTED FUNDS, AS OF 03/31/2019.**

**Capital Projects Fund**

- \$2500.00      *(to keep pace with Deprecation, \$7,533 is needed weekly)*  
                    FEMA PW319 Basin 1 Piling Project – Project started.

**Debt Service Fund**

- \$8,200.35    Debt Service Fund \$62,500 Quarterly (IFA Business Oregon)  
                    Payment due June 30, 2019  
                    *(\$4807.69 average needed each week to reach payment, currently \$0 short)*
- \$2000.00     Monthly (Travel Lift Lease)  
                    Payment due 22<sup>nd</sup> of each month –April 22, 2019  
                    *(\$1,075.15) average each week to reach payment, currently \$0 short)*
- \$501.33      Monthly (2018 Genie Reach Forklift)  
                    Payment due 15<sup>th</sup> of each month – April 15, 2019  
                    *(\$338.01 average each week to reach payment, currently \$0 short)*

**Revenue Bond Fund**

- \$65,110.82    Revenue Bond Fund \$143,132 Year (\$13,012 must remain in fund)  
                    USDA Loan - \$130,120, payment due Nov 6, 2019  
                    *(\$2502.30 average each week to reach payment, currently \$0 short)*

**Reserve Fund**

- \$24,218.48(Approx. Total Deprecation to date \$2196.03. Yearly amount \$391,741)

**\$116,631.63    RESTRICTED FUNDS, AS OF 03/31/2019. 30-Day reserve amount needed to transfer monthly from General Fund to Debt Funds approximately \$37,801.**

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- **\$147,453.04    UNRESTRICTED FUNDS**
- **\$116,631.63    RESTRICTED FUNDS**

**TOTAL CURRENT CASH & CASH EQUIVALENTS \$264,084.67**





# PORT of BROOKINGS HARBOR

## FINANCE DEBT MONTHLY REPORT

**Date:** April 16, 2019  
**Period:** March 2019  
**To:** Gary Dehlinger, General Manager  
**Issued By:** Kim Boom, Financial Officer

### Debt Service Payments

- IFA
  - L98004/Basin 2 Dock Improvement  
PRINCIPAL BALANCE ...\$183,484.05    INTEREST BALANCE...\$300,024.40
  - X03004/Eureka Fishery-Property Improvement  
PRINCIPAL BALANCE ...\$206,137.92    INTEREST BALANCE...\$184,140.93
  - 520139/Boardwalk  
PRINCIPAL BALANCE ...\$64,488.66    INTEREST BALANCE...\$175,820.25
  - 525172/RV Park Improvement  
PRINCIPAL BALANCE ...\$126,574.06    INTEREST BALANCE...\$136,670.57
  - 525176/Green Bldg.  
PRINCIPAL BALANCE ...\$289,156.67    INTEREST BALANCE...\$227,824.54
  - 525181/Eureka Fishery-Property Purchase  
PRINCIPAL BALANCE ...\$191,735.78    INTEREST BALANCE...\$342,242.90
  - L02001/Marine Fueling Dock  
PRINCIPAL BALANCE ...\$189,465.40    INTEREST BALANCE...\$223,229.61
  - L02009/Cold Storage  
PRINCIPAL BALANCE ...\$763,394.06    INTEREST BALANCE...\$938,317.54
  
- IFA TOTAL PRINCIPLE BALANCE as of February 28, 2019...\$2,014,436.60
- IFA TOTAL ACCURED INTEREST as of June 30, 2018...\$2,872,369.28
  
- Travelift - \$4659.00 paid to m2Lease  
BALANCE...\$225,711.22
  
- 2018 Genie Reach Forklift - \$1464.71 paid to Umpqua Bank  
BALANCE...\$87,124.33
  
- Land Purchase – Kyle Aubin paid \$72.00  
BALANCE... \$15,336.00

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

Cash Basis

March 2019

|   | Mar 19            |
|---|-------------------|
| <b>Ordinary Income/Expense</b>            |                   |
| <b>Income</b>                             |                   |
| 4100 · MARINA/ADMINISTRATION              |                   |
| 4120 · Finance Charges/Income             | 109.70            |
| 4125 · Administrative Fees                | 250.00            |
| 4130 · Boat Launch                        | 684.00            |
| 4135 · Storage                            | 5,535.80          |
| 4140 · Other Revenue                      | 22.75             |
| 4300 · MOORAGE                            |                   |
| 4310 · Commercial Slip Rent               | 23,845.94         |
| 4320 · Recreational Slip Rent             | 33,133.41         |
| 4325 · Transient                          | 2,232.98          |
| 4340 · Moorage Electric                   | 2,655.98          |
| 4350 · Other Fees                         | 639.06            |
| <b>Total 4300 · MOORAGE</b>               | <b>62,507.37</b>  |
| <b>Total 4100 · MARINA/ADMINISTRATION</b> | <b>69,109.62</b>  |
| 4200 · COMMERCIAL RETAIL                  |                   |
| 4210 · Commercial Retail Lease            | 33,389.09         |
| 4211 · CR/ Electric                       | 89.60             |
| 4212 · CR/ Water                          | 90.00             |
| 4214 · CR/ Sewer                          | 370.02            |
| 4222 · CPI-U                              | 819.38            |
| <b>Total 4200 · COMMERCIAL RETAIL</b>     | <b>34,758.09</b>  |
| 4400 · RV PARK                            |                   |
| 4410 · Space Rental                       | 32,774.00         |
| 4450 · Wood Sales                         | 60.00             |
| 4470 · Misc Purchases & Sales             | 20.00             |
| <b>Total 4400 · RV PARK</b>               | <b>32,854.00</b>  |
| 4500 · FUEL SALES                         |                   |
| 4505 · DIESEL                             | 45,590.85         |
| 4510 · GAS                                | 1,350.41          |
| 4515 · OTHER FUEL SALES                   | 1,252.32          |
| <b>Total 4500 · FUEL SALES</b>            | <b>48,193.58</b>  |
| 4600 · BOATYARD                           |                   |
| 4630 · Other Services & Sales             | 259.50            |
| 4635 · Travel Lift Haul Out               | 1,746.00          |
| 4640 · Labor                              | 50.00             |
| 4645 · Telehandler                        | 603.15            |
| 4655 · Yard Days                          | 3,710.00          |
| <b>Total 4600 · BOATYARD</b>              | <b>6,368.65</b>   |
| 4900 · PROPERTY GROUND USE                |                   |
| 4910 · Grounds Use Fee                    | 300.00            |
| <b>Total 4900 · PROPERTY GROUND USE</b>   | <b>300.00</b>     |
| <b>Total Income</b>                       | <b>191,583.94</b> |
| <b>Gross Profit</b>                       | <b>191,583.94</b> |
| <b>Expense</b>                            |                   |
| 5000 · PERSONNEL SERVICES/PAYROLL         |                   |
| 5010 · WAGES & SALARIES                   |                   |
| 5012 · OFFICE STAFF                       |                   |
| 5014 · Salary/Port Manager                | 6,058.08          |
| 5016 · Wages/Port Office                  | 10,032.26         |
| 5018 · Wages/RV Park                      | 3,489.26          |
| <b>Total 5012 · OFFICE STAFF</b>          | <b>19,579.60</b>  |
| 5020 · OPERATIONS STAFF                   |                   |
| 5021 · Wages/Boatyard                     | 1,070.30          |

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**Port of Brookings Harbor**  
**Port of Brookings Harbor Profit & Loss**  
 March 2019

|   | Mar 19           |
|---|------------------|
| 5022 · Wages/Comm Retail                            | 416.62           |
| 5023 · Wages/Fuel Dock                              | 668.77           |
| 5025 · Wages/Marina                                 | 4,614.19         |
| 5026 · Wages/RV Park                                | 1,120.40         |
| <b>Total 5020 · OPERATIONS STAFF</b>                | <b>7,890.28</b>  |
| <b>5040 · OVERTIME</b>                              |                  |
| 5042 · OFFICE/OVERTIME                              |                  |
| 5044 · Overtime/Port Office                         | 375.12           |
| 5046 · Overtime/RV Park Office                      | 153.88           |
| <b>Total 5042 · OFFICE/OVERTIME</b>                 | <b>529.00</b>    |
| 5050 · OPERATIONS/OVERTIME                          |                  |
| 5053 · Overtime/Fuel Dock                           | 49.90            |
| 5055 · Overtime/Marina                              | 6.62             |
| 5056 · Overtime/RV Park Operations                  | 90.09            |
| <b>Total 5050 · OPERATIONS/OVERTIME</b>             | <b>146.61</b>    |
| <b>Total 5040 · OVERTIME</b>                        | <b>675.61</b>    |
| <b>Total 5010 · WAGES &amp; SALARIES</b>            | <b>28,145.49</b> |
| <b>5060 · EMPLOYEE COSTS &amp; BENEFITS</b>         |                  |
| 5062 · Sick Leave Benefit                           | 247.24           |
| 5068 · Vacation                                     | 2,050.00         |
| 5070 · Payroll Taxes                                | 3,363.09         |
| 5074 · Personal Vehicle Allowance                   | 600.00           |
| 5090 · SEP Retirement                               |                  |
| 5092 · Port Manager                                 | 665.80           |
| 5094 · Office                                       | 1,185.82         |
| 5096 · Operations                                   | 1,456.57         |
| <b>Total 5090 · SEP Retirement</b>                  | <b>3,308.19</b>  |
| <b>5060 · EMPLOYEE COSTS &amp; BENEFITS - Other</b> | <b>-606.83</b>   |
| <b>Total 5060 · EMPLOYEE COSTS &amp; BENEFITS</b>   | <b>8,961.69</b>  |
| 5072 · Workers Compensation                         | 3,652.11         |
| 5076 · Health Care and Dental                       | 5,461.47         |
| <b>Total 5000 · PERSONNEL SERVICES/PAYROLL</b>      | <b>46,220.76</b> |
| <b>6001 · ADVERTISING &amp; NOTIFICATIONS</b>       |                  |
| 6002 · Marketing & Advertising                      | 675.00           |
| 6004 · Legal Notices                                | 767.44           |
| <b>Total 6001 · ADVERTISING &amp; NOTIFICATIONS</b> | <b>1,442.44</b>  |
| <b>6100 · REPAIRS &amp; MAINTENANCE</b>             |                  |
| 6110 · Maintenance & Repairs                        | 6,596.65         |
| 6115 · Services & Supplies                          | 7,291.36         |
| 6125 · Tools-Under \$5,000                          | 2,578.98         |
| 6135 · Security Contract                            | 2,000.00         |
| <b>Total 6100 · REPAIRS &amp; MAINTENANCE</b>       | <b>18,466.99</b> |
| <b>6150 · FUEL purchased for resale</b>             | <b>53,923.66</b> |
| <b>6200 · UTILITIES</b>                             |                  |
| 6210 · Telecommunications                           | 883.53           |
| 6220 · Electric                                     | 8,052.72         |
| 6230 · Water  | 1,132.82         |
| 6240 · Sanitary                                     | 3,744.39         |
| 6250 · Waste Management                             | 6,760.34         |
| 6260 · Cable TV                                     | 498.64           |
| <b>Total 6200 · UTILITIES</b>                       | <b>21,072.44</b> |
| <b>6300 · OFFICE EXPENSE</b>                        |                  |
| 6315 · Office Services & Supplies                   | 1,913.62         |

**Port of Brookings Harbor**  
**Port of Brookings Harbor Profit & Loss**  
 March 2019

|   | Mar 19            |
|---|-------------------|
| 6320 · Leased Equipment(Incl'g copier)                  | 1,548.11          |
| 6330 · Dues, Subs & Pubs                                | 103.00            |
| 6345 · Postage  | 331.46            |
| <b>Total 6300 · OFFICE EXPENSE</b>                      | <b>3,896.19</b>   |
| 6350 · BANK SERVICE & FINANCE FEES                      |                   |
| 6335 · Merchant Services Fees                           | 1,762.83          |
| 6360 · Bank Service Charge/Fees                         | 0.55              |
| <b>Total 6350 · BANK SERVICE &amp; FINANCE FEES</b>     | <b>1,763.38</b>   |
| 6400 · TRAVEL & ENTERTAINMENT                           |                   |
| 6425 · Mileage Reimbursement                            | 304.45            |
| <b>Total 6400 · TRAVEL &amp; ENTERTAINMENT</b>          | <b>304.45</b>     |
| 6500 · PERMITS, LICENSES, TAXES & MISC                  |                   |
| 6510 · Conferences/Education/Meetings                   | 2,009.98          |
| 6575 · Permits & Licenses                               | 77.00             |
| 6584 · Cash over/short                                  | 20.00             |
| <b>Total 6500 · PERMITS, LICENSES, TAXES &amp; MISC</b> | <b>2,106.98</b>   |
| 6800 · INSURANCE; PROP & CAS, BOND                      | 6,308.50          |
| 6900 · PROFESSIONAL FEES                                |                   |
| 6920 · Audit  | 6,250.00          |
| 6925 · Consultants                                      | 4,230.00          |
| 6935 · Legal  | 931.00            |
| 6945 · IT Support/Services                              | 189.24            |
| 6955 · Payroll Administration Fee                       | 233.82            |
| <b>Total 6900 · PROFESSIONAL FEES</b>                   | <b>11,834.06</b>  |
| <b>Total Expense</b>                                    | <b>167,339.85</b> |
| <b>Net Ordinary Income</b>                              | <b>24,244.09</b>  |
| <b>Other Income/Expense</b>                             |                   |
| <b>Other Income</b>                                     |                   |
| 7000 · PROPERTY TAX                                     |                   |
| 7010 · Previously Levied Tax                            | 409.96            |
| 7020 · Current Tax Levy                                 | 7,597.16          |
| <b>Total 7000 · PROPERTY TAX</b>                        | <b>8,007.12</b>   |
| 7100 · INTEREST & DIVIDENDS INCOME                      | 336.79            |
| 7110 · MISC INCOME                                      |                   |
| 7120 · Restitution & Settlements                        | 1,280.00          |
| 7150 · Longevity Credit;SDAO                            | 8,577.50          |
| <b>Total 7110 · MISC INCOME</b>                         | <b>9,857.50</b>   |
| 7400 · HMGP-FEMA & GRANTS REVENUE                       |                   |
| 7410 · FEMA - DR4258-OR-7 B 1 Piling                    | 342,527.12        |
| <b>Total 7400 · HMGP-FEMA &amp; GRANTS REVENUE</b>      | <b>342,527.12</b> |
| 7830 · To General from Capital Project                  | 342,527.12        |
| 7832 · To Capital Project from General                  | 182,905.78        |
| 7836 · To USDA Bond Fund from General                   | 12,515.00         |
| 7838 · To Debt Service from General                     | 30,158.71         |
| <b>Total Other Income</b>                               | <b>928,835.14</b> |
| <b>Other Expense</b>                                    |                   |
| 8200 · GRANT EXPENSES                                   |                   |
| 8235 · Dock Repair L16010 interim loan                  | 14,518.00         |
| <b>Total 8200 · GRANT EXPENSES</b>                      | <b>14,518.00</b>  |
| 8300 · HMGP-FEMA & GRANTS EXPENSE                       |                   |
| 8310 · FEMA - DR4258-OR-7 B 1 Piling                    |                   |

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**Port of Brookings Harbor**  
**Port of Brookings Harbor Profit & Loss**  
**March 2019**

|  | <u>Mar 19</u>     |
|--|-------------------|
| 8312 · PW319 Engineering/Architectural             | 4,070.00          |
| 8314 · PW319 Const.-Materials,Supplies             | 160,542.77        |
| 8316 · PW319 Labor Expenses                        | 2,264.76          |
| <b>Total 8310 · FEMA - DR4258-OR-7 B 1 Piling</b>  | <b>166,877.53</b> |
| <b>Total 8300 · HMGP-FEMA &amp; GRANTS EXPENSE</b> | <b>166,877.53</b> |
| <b>8400 · DEBT SERVICE FUND</b>                    |                   |
| 8410 · Principal                                   |                   |
| 8443P · 50 BFMII Travellift Principal              | 3,681.46          |
| 8444P · 2018 Genie Forklift Principal              | 1,053.22          |
| <b>Total 8410 · Principal</b>                      | <b>4,734.68</b>   |
| 8420 · IFA PRINCIPAL                               |                   |
| 2256P · OBDD #520139/Boardwalk Prin                | 3,793.46          |
| 2257P · OBDD #525172/RV Park Prin.                 | 3,420.92          |
| 2258P · OBDD #525176/Green Bldg Prn                | 6,024.09          |
| 2259P · OBDD #525181/EurekaFish Prn                | 3,912.98          |
| 2261P · SPWF #L02009/Cold Strg Prin                | 19,084.86         |
| 2264P · SPWF L98004/Dock Impr Prin                 | 16,315.84         |
| 2265P · SPWF L02001/MarineFuel Dock Prn            | 5,262.92          |
| 2266P · SPWF X03004/Eureka Fishery Prin            | 4,684.93          |
| <b>Total 8420 · IFA PRINCIPAL</b>                  | <b>62,500.00</b>  |
| 8430 · Paid Interest                               |                   |
| 8443I · 50 BFMII Travellift Interest               | 977.54            |
| 8444I · 2018 Genie Forklift Interest               | 411.49            |
| <b>Total 8430 · Paid Interest</b>                  | <b>1,389.03</b>   |
| <b>Total 8400 · DEBT SERVICE FUND</b>              | <b>68,623.71</b>  |
| 8830 · From Capital Project to General             | 342,527.12        |
| 8832 · From General to Capital Project             | 182,905.78        |
| 8836 · From General to USDA Bond Fund              | 12,515.00         |
| 8838 · From General to Debt Service                | 30,158.71         |
| <b>Total Other Expense</b>                         | <b>818,125.85</b> |
| <b>Net Other Income</b>                            | <b>110,709.29</b> |
| <b>Net Income</b>                                  | <b>134,953.38</b> |

**Port of Brookings Harbor  
Profit & Loss Budget Performance**

Cash Basis

July 2018 through March 2019

|  | Jul '18 - Mar 19    | Budget              | % of Budget   |
|--|---------------------|---------------------|---------------|
| <b>Ordinary Income/Expense</b>         |                     |                     |               |
| <b>Income</b>                          |                     |                     |               |
| 4100 · MARINA/ADMINISTRATION           | 529,019.55          | 620,400.00          | 85.3%         |
| 4200 · COMMERCIAL RETAIL               | 375,372.80          | 522,700.00          | 71.8%         |
| 4400 · RV PARK                         | 465,218.61          | 576,349.00          | 80.7%         |
| 4500 · FUEL SALES                      | 465,779.56          | 458,516.00          | 101.6%        |
| 4600 · BOATYARD                        | 71,580.10           | 104,437.00          | 68.5%         |
| 4900 · PROPERTY GROUND USE             | 6,385.00            | 5,000.00            | 127.7%        |
| <b>Total Income</b>                    | <b>1,913,355.62</b> | <b>2,287,402.00</b> | <b>83.6%</b>  |
| <b>Gross Profit</b>                    | <b>1,913,355.62</b> | <b>2,287,402.00</b> | <b>83.6%</b>  |
| <b>Expense</b>                         |                     |                     |               |
| 5000 · PERSONNEL SERVICES/PAYR...      | 391,103.55          | 651,816.16          | 60.0%         |
| 6001 · ADVERTISING & NOTIFICATIONS     | 10,736.79           | 12,169.00           | 88.2%         |
| 6100 · REPAIRS & MAINTENANCE           | 177,291.18          | 326,997.15          | 54.2%         |
| 6150 · FUEL purchased for resale       | 405,999.96          | 373,543.00          | 108.7%        |
| 6200 · UTILITIES                       | 203,242.06          | 280,891.00          | 72.4%         |
| 6300 · OFFICE EXPENSE                  | 43,724.68           | 48,004.00           | 91.1%         |
| 6350 · BANK SERVICE & FINANCE FEES     | 24,915.88           | 26,803.95           | 93.0%         |
| 6400 · TRAVEL & ENTERTAINMENT          | 1,930.18            | 2,725.00            | 70.8%         |
| 6500 · PERMITS, LICENSES, TAXES & ...  | 19,232.89           | 18,974.00           | 101.4%        |
| 6585 · HARBOR RFPD SERVICE             |                     | 15,000.00           |               |
| 6600 · BAD DEBT                        |                     | 6,482.00            |               |
| 6800 · INSURANCE; PROP & CAS, BO...    | 61,994.00           | 101,299.16          | 61.2%         |
| 6900 · PROFESSIONAL FEES               | 74,856.30           | 125,921.00          | 59.4%         |
| <b>Total Expense</b>                   | <b>1,415,027.47</b> | <b>1,990,625.42</b> | <b>71.1%</b>  |
| <b>Net Ordinary Income</b>             | <b>498,328.15</b>   | <b>296,776.58</b>   | <b>167.9%</b> |
| <b>Other Income/Expense</b>            |                     |                     |               |
| <b>Other Income</b>                    |                     |                     |               |
| 7000 · PROPERTY TAX                    | 224,741.61          | 222,504.00          | 101.0%        |
| 7100 · INTEREST & DIVIDENDS INCOME     | 7,374.77            | 2,722.46            | 270.9%        |
| 7110 · MISC INCOME                     | 23,570.89           | 31,384.00           | 75.1%         |
| 7170 · Sale of Assets                  | 300.00              | 184,000.00          | 0.2%          |
| 7200 · GRANT REVENUES                  | 8,415.98            | 65,332.00           | 12.9%         |
| 7400 · HMGP-FEMA & GRANTS REVENUE      | 364,866.16          | 2,375,958.00        | 15.4%         |
| 7830 · To General from Capital Project | 376,883.02          | 24,807.00           | 1,519.3%      |
| 7832 · To Capital Project from General | 704,683.36          | 40,000.00           | 1,761.7%      |
| 7834 · To Reserve Fund from General    | 12,840.38           | 25,000.00           | 51.4%         |
| 7836 · To USDA Bond Fund from General  | 97,615.00           | 130,120.00          | 75.0%         |
| 7838 · To Debt Service from General    | 303,098.20          | 471,549.00          | 64.3%         |

**Port of Brookings Harbor  
Profit & Loss Budget Performance**

Cash Basis

July 2018 through March 2019

|  | Jul '18 - Mar 19    | Budget              | % of Budget    |
|--|---------------------|---------------------|----------------|
| <b>Total Other Income</b>              | <b>2,127,990.25</b> | <b>3,573,376.46</b> | <b>59.6%</b>   |
| <b>Other Expense</b>                   |                     |                     |                |
| 7600 · OPERATING CONTINGENCY           |                     | 127,773.00          |                |
| 7700 · CAPITAL OUTLAYS                 | 17,393.67           | 32,433.82           | 53.6%          |
| 8100 · FEMA EXPENSES                   |                     | 15,000.00           |                |
| 8200 · GRANT EXPENSES                  | 46,764.05           | 36,212.77           | 129.1%         |
| 8300 · HMGP-FEMA & GRANTS EXPENSE      | 720,634.05          | 1,840,353.81        | 39.2%          |
| 8400 · DEBT SERVICE FUND               | 264,744.08          | 471,549.00          | 56.1%          |
| 8600 · USDA REVENUE BOND               | 130,120.00          | 130,120.00          | 100.0%         |
| 8830 · From Capital Project to General | 376,883.02          | 24,807.00           | 1,519.3%       |
| 8832 · From General to Capital Project | 666,683.36          | 40,000.00           | 1,666.7%       |
| 8834 · From General to Reserve Fund    | 12,840.38           | 25,000.00           | 51.4%          |
| 8836 · From General to USDA Bond Fund  | 97,615.00           | 130,120.00          | 75.0%          |
| 8838 · From General to Debt Service    | 303,098.20          | 471,549.00          | 64.3%          |
| <b>Total Other Expense</b>             | <b>2,636,775.81</b> | <b>3,344,918.40</b> | <b>78.8%</b>   |
| <b>Net Other Income</b>                | <b>-508,785.56</b>  | <b>228,458.06</b>   | <b>-222.7%</b> |
| <b>Net Income</b>                      | <b>-10,457.41</b>   | <b>525,234.64</b>   | <b>-2.0%</b>   |

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Check Registers

Cash Basis

March 1, 2019 to March 31, 2019

| Type   | Date       | Num         | Name                                | Memo   | Original Amount | Paid Amount |
|--|------------|-------------|-------------------------------------|--|-----------------|-------------|
| Check  | 03/01/2019 | debt-3-1    |                                     | LGIP Fees for FEBRUARY 2019  | -0.55           | -0.55       |
| Total 1005 - General Fund LGIP 6017                  |            |             |                                     |  |                 | 99,999.45   |
| 1001 - CASH & CASH EQUIVALENTS - Other               |            |             |                                     |  |                 |             |
| Total 1001 - CASH & CASH EQUIVALENTS - Other         |            |             |                                     |  |                 |             |
| Total 1001 - CASH & CASH EQUIVALENTS                 |            |             |                                     |  |                 | -138,302.42 |
| 1008 - Cash on Hand/Petty Cash                       |            |             |                                     |  |                 |             |
| 1008 - Office/Financial Officer                      |            |             |                                     |  |                 |             |
| Check  | 03/05/2019 | cash        |                                     | Boat Launch - Check Isunch box   | -5.00           | -5.00       |
| Check  | 03/29/2019 | cash        |                                     | \$20.00 short for Office/Reception Cash Drawer   | -20.00          | -20.00      |
| Check  | 03/12/2019 | cash        | Mountain View Custom Cycles         | CLD017 - Refund of overpayment for CPI 64c   | -0.64           | -0.64       |
| Check  | 03/15/2019 | Cash        | Rau, Lowell (Lex)                   | Cash Refund for Key Return   | -20.00          | -20.00      |
| Check  | 03/19/2019 | Cash        | Halpin, Patrick                     | CASH REFUND - Key/Card Deposit Fee   | -20.00          | -20.00      |
| Check  | 03/29/2019 | Cash        | Crawford, Bob                       | Refund for Key Deposit   | -20.00          | -20.00      |
| Total 1008 - Office/Financial Officer                |            |             |                                     |  |                 | -85.64      |
| Total 1008 - Cash on Hand/Petty Cash                 |            |             |                                     |  |                 | -85.64      |
| 1020 - RESTRICTED - CASH/EQUIVALENTS                 |            |             |                                     |  |                 |             |
| 1022 - USDA BOND Umpqua MM 9529                      |            |             |                                     |  |                 |             |
| Total 1022 - USDA BOND Umpqua MM 9529                |            |             |                                     |  |                 |             |
| 1024 - Capital Projects Umpqua 8018                  |            |             |                                     |  |                 |             |
| Transfer   | 03/05/2019 |             |                                     | Funds Transfer to maintain \$2500 balance  | 3.85            | 3.85        |
| Transfer   | 03/22/2019 |             |                                     | Funds Transfer of USCG March Lease Pmt   | 923.24          | -923.24     |
| General Journal                                      | 03/05/2019 | PMT#2 HMGP  |                                     | Pay No1374463 VP415359 PW319 DR4258 B 1 Piling HMGP PMT#2                                    | 156,000.28      | 156,000.28  |
| General Journal                                      | 03/05/2019 | PMT#2 HMGP  |                                     | Pay No1374463 VP415359 PW319 DR4258 B 1 Piling HMGP PMT#2                                    | -156,000.28     | -156,000.28 |
| General Journal                                      | 03/07/2019 | PW319 - 4   |                                     | Pay No1377393 VP415491 PW319 DR4258 B 1 Piling PA/HMGP PMT#4                                 | 186,528.84      | 186,528.84  |
| General Journal                                      | 03/07/2019 | PW319 - 4   |                                     | Pay No1377393 VP415491 PW319 DR4258 B 1 Piling PA/HMGP PMT#4                                 | -186,528.84     | -186,528.84 |
| Bill Pmt -Check                                      | 03/07/2019 | 222         | Bergerson Construction, Inc.        | Work Performed through 2/28/2019 Basin 1 Piling Project PW 319                               | -149,124.00     | -149,124.00 |
| Bill Pmt -Check                                      | 03/08/2019 | 223         | Grating Pacific, LLC                | FIBERGRATE FIBERGLASS GRATING  | -14,518.00      | -14,518.00  |
| Bill Pmt -Check                                      | 03/08/2019 | 224         | Harbor Logging Supply, Inc.         | Tubing, Rod, Flat and Long Holes for PW319 Basin 1 Piling Project - Piling Hoops             | -2,466.90       | -2,466.90   |
| Bill Pmt -Check                                      | 03/14/2019 | 225         | Harbor Logging Supply, Inc.         | D-Ring with chains for moving pilings for PW319 Basin 1 Piling Project                       | -230.90         | -230.90     |
| Bill Pmt -Check                                      | 03/14/2019 | 226         | Rivers End Construction, Inc.       | Plane Whalers for new docks for PW319 Basin 1 Piling Project                                 | -150.00         | -150.00     |
| Bill Pmt -Check                                      | 03/27/2019 | 227         | Festenal Industrial Supplies        | Customer No. ORBRK0013   | -57.59          | -57.59      |
| Bill Pmt -Check                                      | 03/27/2019 | 228         | Harbor Logging Supply, Inc.         | 2.66" 1/2x5 FLAT STEEL   | -42.13          | -42.13      |
| Bill Pmt -Check                                      | 03/27/2019 | 229         | Industrial Steel & Supply Co. Inc.  | GALVANIZE MATERIALS - PILE HOOPS (8@56 25/EACH) & GALVANIZE MATERIALS - REC TUB.             | -487.50         | -487.50     |
| Bill Pmt -Check                                      | 03/27/2019 | 230         | John Kellum/John's Portable Welding | 3/18-3/20-Labor to Fabricate and weld Piling Hoops and Dock Ends                             | -1,383.75       | -1,383.75   |
| Bill Pmt -Check                                      | 03/27/2019 | 231         | Portland Bolt & Mfg Co., Inc        | 3/4x84-17" QALV A36 ROD 4" TEE for PW319 Basin 1 Piling Project                              | -6,600.00       | -6,600.00   |
| Bill Pmt -Check                                      | 03/27/2019 | 232         | EMC-Engineers/Scientists, LLC       | PW 319 Basin 1 Piling Project  | -4,070.00       | -4,070.00   |
| Total 1024 - Capital Projects Umpqua 8018            |            |             |                                     |  |                 | -180,050.16 |
| 1028 - Debt Service Umpqua MM 8627                   |            |             |                                     |  |                 |             |
| TELEHANDLER  |            |             |                                     |  |                 |             |
| Check  | 03/18/2019 | DEBIT       | Umpqua Bank/Loan#747041620          | Genie Reach Forklift Loan#747041620 Payment #13  | -1,464.71       | -1,464.71   |
| General Journal                                      | 03/06/2019 | 3/6 DEBT    |                                     | To transfer to Debt Service Fund LGIP for Telehandler Pmt                                    | 1,459.71        | 1,459.71    |
| Total TELEHANDLER                                    |            |             |                                     |  |                 | -5.00       |
| TRAVEL LIFT  |            |             |                                     |  |                 |             |
| Check  | 03/22/2019 | DEBIT       | m2 Lease LLC                        | Customer #107104 Loan#110561 Pmt #29 - 50 BFMI Travelift                                     | -4,659.00       | -4,659.00   |
| General Journal                                      | 03/06/2019 | 3/6 DEBT    |                                     | To transfer to Debt Service Fund LGIP for Travelift Pmt                                      | 4,659.00        | 4,659.00    |
| Total TRAVEL LIFT                                    |            |             |                                     |  |                 |             |
| 1028.1 - IFA LOAN SAVINGS                            |            |             |                                     |  |                 |             |
| Total 1028.1 - IFA LOAN SAVINGS                      |            |             |                                     |  |                 |             |
| 1028 - Debt Service Umpqua MM 8627 - Other           |            |             |                                     |  |                 |             |
| Total 1028 - Debt Service Umpqua MM 8627 - Other     |            |             |                                     |  |                 | -5.00       |
| 1030 - Oregon State Treasury LGIP                    |            |             |                                     |  |                 |             |
| 1032 - USDA Bond Fund LGIP 6021                      |            |             |                                     |  |                 |             |
| General Journal                                      | 03/27/2019 | USDA        |                                     | To transfer to USDA Revenue Bond - savings for November 2019 pmt                             | 2,503.00        | 2,503.00    |
| General Journal                                      | 03/13/2019 | USDA 3/13   |                                     | To transfer to USDA Revenue Bond - savings for November 2019 pmt                             | 2,503.00        | 2,503.00    |
| General Journal                                      | 03/07/2019 | USDA 3/7/19 |                                     | To transfer to USDA Revenue Bond - savings for November 2019 pmt                             | 5,006.00        | 5,006.00    |
| General Journal                                      | 03/21/2019 | USDA 3/21   |                                     | To transfer to USDA Revenue Bond - savings for November 2019 pmt                             | 2,503.00        | 2,503.00    |
| General Journal                                      | 03/07/2019 | RES #506    |                                     | Transfer to Umpqua Bank Debt Service Fund from Capital Projects via Umpqua Bank General Fund | 38,000.00       | 38,000.00   |
| Total 1032 - USDA Bond Fund LGIP 6021                |            |             |                                     |  |                 | 50,515.00   |
| 1034 - Capital Projects Fund LGIP 6019               |            |             |                                     |  |                 |             |
| Total 1034 - Capital Projects Fund LGIP 6019         |            |             |                                     |  |                 |             |
| 1036 - Reserve Fund LGIP 6016                        |            |             |                                     |  |                 |             |
| Total 1036 - Reserve Fund LGIP 6016                  |            |             |                                     |  |                 |             |
| 1038 - IFA Debt Service Fund LGIP 6020               |            |             |                                     |  |                 |             |
| IFA LOAN   |            |             |                                     |  |                 |             |
| Total IFA LOAN                                       |            |             |                                     |  |                 |             |
| 1038 - IFA Debt Service Fund LGIP 6020 - Other       |            |             |                                     |  |                 |             |
| Bill Pmt -Check                                      | 03/12/2019 | DEBIT       | Infrastructure Finance Authority    | 1st QTR 2019 - Depositor's Acct #1230000433  | -21,000.77      | -21,000.77  |
| Bill Pmt -Check                                      | 03/12/2019 | DEBIT       | Infrastructure Finance Authority    | 1st QTR 2019-Depositor's Acct#1230000473   | -17,151.45      | -17,151.45  |
| Bill Pmt -Check                                      | 03/12/2019 | DEBIT       | Infrastructure Finance Authority    | 1st QTR 2019-Depositor's Acct#1230000995   | -5,262.92       | -5,262.92   |
| Bill Pmt -Check                                      | 03/12/2019 | DEBIT       | Infrastructure Finance Authority    | 1st QTR 219-Depositor's Acct#1230001027  | -19,084.88      | -19,084.88  |
| General Journal                                      | 03/13/2019 | IFA 3/13/19 |                                     | To transfer to Debt Service funds for 2nd QTR IFA 2019 Pmt                                   | 4,808.00        | 4,808.00    |
| General Journal                                      | 03/07/2019 | IFA 3/7/19  |                                     | To transfer to Debt Service funds for 1ST QTR IFA 2019 Pmt                                   | 9,816.00        | 9,816.00    |
| General Journal                                      | 03/21/2019 | IFA 3/21    |                                     | To transfer to Debt Service funds for 2nd QTR IFA 2019 Pmt                                   | 4,808.00        | 4,808.00    |
| General Journal                                      | 03/27/2019 | DEBT 3/27   |                                     | To transfer to Debt Service funds for 2nd QTR IFA 2019 Pmt                                   | 4,808.00        | 4,808.00    |
| General Journal                                      | 03/07/2019 | RES #506    |                                     | Transfer to Umpqua Bank Debt Service Fund from Capital Projects via Umpqua Bank General Fund | 50,000.00       | 50,000.00   |
| Total 1038 - IFA Debt Service Fund LGIP 6020 - Other |            |             |                                     |  |                 | 11,540.00   |
| Total 1038 - IFA Debt Service Fund LGIP 6020         |            |             |                                     |  |                 | 11,540.00   |
| Total 1030 - Oregon State Treasury LGIP              |            |             |                                     |  |                 | 62,035.00   |
| Total 1020 - RESTRICTED - CASH/EQUIVALENTS           |            |             |                                     |  |                 | -118,000.16 |
| TOTAL  |            |             |                                     |  |                 | -266,388.22 |



## **GENERAL MANAGER MONTHLY REPORT**

**Date:** April 16, 2019  
**Period:** March 2019  
**To:** Board of Commissioners  
**Issued By:** Gary Dehlinger, General Manager

### **Safety & Security**

Port of Brookings Harbor safety performance recorded no injuries. Port employees perform weekly safety meetings. Port staff conducts daily, weekly, monthly and quarterly inspections of Port owned facilities.

South Coast Knight Security and Port issued 17 parking violations, 3 no camping, removed 2 unauthorized visitors, 1 maintenance (graffiti) issue and 1 robbery on Port properties. Attached is a Security Log for your review.

Port recorded 5 incident reports in March. Incident log is attached for you review.

### **Port Office**

Port Office advertised for a Front Desk Moorage Manager during the month of March. Interviews with applicants started at the end of March. Also advertised for the Incident Response Team.

DEQ 1200-Z general permit due date is now May 1. Aquarius Environmental was approved to develop a Stormwater Pollution Control Plan (SWPCP). DEQ will not accept the application without the SWPCP.

Port management conducts weekly meetings to review operations, projects and financials.

Roy Davis and I met with Business Oregon – IFA in Salem to review Port infrastructure and financials. Meeting went very well. Quarterly meetings are not needed, but they would meet with us if desired.

INFRA Grant was submitted on time for this period application review.

### **FEMA / Natural Hazard Mitigation Plan**

NHMP Pre-Disaster Mitigation Grant 2020 begins October 1.

Department of Homeland Security held a meeting at the Port with the County, City of Brookings and Coast Guard in attendance to plan for response and recovery from Cascadia Subduction Zone (CSZ) event. Reviewed possible landing locations at the Port to bring supplies and support in after natural disaster. Port can request items through County Emergency Management for post equipment needs. These items would be earmarked for this area at some other location. June 3<sup>rd</sup> near Astoria a beach landing exercise will be done, and we were invited.

| #  | Date     | Reported By | Issue Type                   | Location               | Vehicle Plate | Notes                       |
|----|----------|-------------|------------------------------|------------------------|---------------|-----------------------------|
| 51 | 03/05/19 | SCKS        | Graffiti on walls            | Mens Room Comm. Basin  |               |                             |
| 52 | 03/06/19 | SCKS        | Overnight Parking            | Commerical Basin Lot   | HC20612       |                             |
| 53 | 03/06/19 | SCKS        | Overnight Parking            | Kite Field             | YVZ276        |                             |
| 54 | 03/07/19 | SCKS        | Overnight Parking            | Commerical Basin Lot   | HC20612       | 2nd Violation               |
| 55 | 03/07/19 | SCKS        | No Camping                   | Commerical Basin Lot   | 482KME        | 2nd Violation               |
| 56 | 03/08/19 | SCKS        | Overnight Parking            | RV Park                | 7LFW506       |                             |
| 57 | 03/08/19 | SCKS        | Overnight Parking            | RV Park                | 769YRZ        |                             |
| 58 | 03/10/19 | SCKS        | Overnight Parking            | Port Main Parking Lot  | BR6824        | Towing an RV (Plate URK70X) |
| 59 | 03/12/19 | SCKS        | Overnight Parking            | RV Park                | VKV198        |                             |
| 60 | 03/13/19 | SCKS        | Overnight Parking            | Port Main Parking Lot  | XYY656        |                             |
| 61 | 03/13/19 | SCKS        | Overnight Parking            | Kite Field             | 079CLR        |                             |
| 62 | 03/13/19 | SCKS        | No Camping                   | RV Park, Space 152     | 483KSG        |                             |
| 63 | 03/14/19 | SCKS        | Unauthorized Visitor         | Boat Ramp              |               |                             |
| 64 | 03/17/19 | SCKS        | Overnight Parking            | RV Park                | No Plate      | Black BMW 325               |
| 65 | 03/20/19 | SCKS        | Overnight Parking            | Kite Field             | HC20612       | 3rd Violation               |
| 66 | 03/20/19 | SCKS        | No Camping                   | Port Main Parking Lot  | 928NPQ        |                             |
| 67 | 03/21/19 | POBH        | Overnight Parking or Camping | Kite Field             | OR20612       |                             |
| 68 | 03/21/19 | SCKS        | Robbery                      | Kite Field             |               |                             |
| 69 | 03/21/19 | SCKS        | Overnight Parking            | Port Main Parking Lot  | 648HYQ        |                             |
| 70 | 03/25/19 | SCKS        | Overnight Parking            | Port Main Parking Lot  | HD20492       |                             |
| 71 | 03/25/19 | POBH        | Unregistered Vehicle         | Comm Basin Parking Lot | 3025-NH       |                             |
| 72 | 03/26/19 | SCKS        | Solicitation                 | RV Park                |               |                             |
| 73 | 03/28/19 | POBH        | Unregistered Trailer         | Trailer Storage        | U416939       |                             |
| 74 | 03/28/19 | POBH        | Unregistered Trailer         | Trailer Storage        | No Plate      | Sliver Magnum Trailer       |

2019  
INCIDENT LOG

| #  | Date     | Description of Incident   | Location               | Corrective Actions  |
|----|----------|---|------------------------|---|
| 21 | 03/04/19 | Vehicle lost control and struck RV Park fence along Boat Basin Road | RV Park                | Damage fence material removed at this time  |
| 22 | 03/14/19 | Gas Line Leak at Fuel Dock  | Fuel Dock              | Installed Boom to collect leak, obtaining quotes for rerouting of lines, gas line turned off. |
| 23 | 03/16/19 | Small spill (of either fuel or oil)                                 | Basin 2                | T.W. reported to Spill Hotline, left to self-discipate  |
| 24 | 03/17/19 | Power cords unplugged at slips and thrown into basin water          | Basin 2 on N + O Docks |   |
| 25 | 03/25/19 | White soapy substance on water from Grant Creek to Culvert          | Basin 2 near boatyard  | Reported to Spill Agency, DEQ and Water Quality Dept.   |



## HARBORMASTER MONTHLY REPORT

**Date:** April 16th, 2019  
**Period:** March 2019  
**To:** Gary Dehlinger, General Manager  
**Issued By:** Travis Webster, Harbormaster

### Operations

- **RV Park**

Spring break gave us our highest occupancy for the year! Weather was good for the most part, bringing good crowds of people to use and enjoy the RV Park and beach access.

#### Occupancy by Month & Year

| March   | 2018   | 2019   | Change | YTD 2018 | YTD 2019 | Change |
|---------|--------|--------|--------|----------|----------|--------|
| RV Park | 15.43% | 16.83% | 1.4%   | 12.64%   | 11.64%   | -1%    |
|         |        |        |        |          |          |        |

- **Marina**

Basin 1 - Bergeson Construction took a short break this month. They were back on site the last week of March to complete the pile caps and begin replacing wood and bolts on the docks that are broken or causing uneven walking surfaces.

Basin 2 - Port employees continue to remove debris from the water and docks that have been washing in from storms. Work orders continue to be made for small repairs. C dock remains closed along with 1 finger on N dock and 1 finger on P dock.

Max Capacity – 505 slips

Slips Closed – 34 slips

Available Slips – 471 slips

#### Moorage Renewals by Month

| March     | 2018 | 2019 | Change | YTD 2018 | YTD 2019 | Change |
|-----------|------|------|--------|----------|----------|--------|
| Basin 1   | 31   | 35   | 4      | 129      | 123      | -5     |
| Basin 2   | 24   | 26   | 2      |          |          |        |
| Transient | 4    | 7    | 3      | 7        | 17       | 10     |

#### Total Moorage Rentals

| Boat Launches Paid through Launch Machine |   |    |    |    |    |    |
|---|---|----|----|----|----|----|
| Boat Launch                               | 0 | 66 | 66 | 16 | 77 | 61 |
|   |   |    |    |    |    |    |

- **Gear & Boat/Trailer Storage**

I would like to thank the commercial fishing fleet for using the dumpsters that have been provided throughout the Port. This saves Port money and time not picking up after everyone. As crab pots come back into port, we would appreciate all gear to be kept clean and organized.

- **Commercial Receiving Docks**

All docks continue to be monitored and inspected for repairs or defects.

**Boat Yard**

Travel Lift work included 4 boats with various types of maintenance work.  
Forklift work included 6 jobs for the commercial fleet.

**Billable Services Performed this Month and Boat Yard Inventory**

| Description               | Hours | Quantity | Working | Abandon |
|---------------------------|-------|----------|---------|---------|
| Reachlift (Forklift)      | 10    | 6        |         |         |
| Travel Lift Haul Ins-Outs |       | 4        |         |         |
| Vessels in Boat Yard      |       |          | 1       | 9       |

- **Maintenance Crew**

Maintenance crew completed 69 work orders. Please see attached log for descriptions.

Outside Port employees also contributed to the piling project by logging a combined total of 73.50 hrs. These hours will be reimbursable by FEMA.

We received 2 quotes for new roofs to be installed at the Kite field bathroom, launch bathroom, as well as Pacific Ocean Harvesters building. Contract is ready for board approval tonight.

We received 1 quote for 4 - 2" double check valves with pressure reducers that will be installed above ground with a fiberglass cover.

## **ACTION ITEM – A**

---

**DATE:** April 16, 2019  
**RE:** Procurement and Contract Approval for Roof Repairs  
**TO:** Board of Commissioners  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### **OVERVIEW**

- Board of Commissioners approved repairing restroom and tenant roof during February 26, 2016 Special Meeting.
- During March 26, 2019 meeting the Board postponed the approval until the contract was written and reviewed.
- Kite Field restroom, Boat Launch restroom and Pacific Ocean Harvesters building roofs plan to be repaired and/or replaced.
- Port advertised in the newspaper and website for RFP. Port received two quotes for the roof repairs.
- Port Staff is expecting to have some additional work needed on various roofs. Pacific Ocean Harvesters sign will be replaced and other unforeseen roof damage is expected.
- Port Counsel provided the attached contract to be entered with roofing contractor.

### **DOCUMENTS**

- Request for Proposal, 3 pages
- The Roofers LLC quote, 2 pages
- Allied Roofing and Construction LLC, 5 pages
- Procurement Request, 1 page
- Contract with The Roofers LLC, 8 pages

### **COMMISSIONERS ACTION**

- **Recommended Motion:**  
Motion to approve the expenditure not to exceed \$36,000 for the repairs to the Kite Field restroom, Boat Launch restroom and to Port tenant building Pacific Ocean Harvesters and to award the project to The Roofer LLC.

## Port of Brookings Harbor

Contact- Travis Webster

541-291-7380

### Roof Replacement

Locations: Kite field bathroom, Pacific Ocean Harvesters, and Launch Ramp bathroom

#### Scope of work: Kite field restroom

- To remove and dispose of old roofing.
- Remove and replace fascia boards, that are damaged or rotten.
- Any replacement of plywood will be considered a change order to the job. Assessment of framing can be done after the old roof is off.
- Re paper, drip edge and roof with a 25-year roofing.
- See attached pictures and map for locations

#### Launch ramp Restroom

- To remove and dispose of old roofing.
- Remove skylights and fill whole in with plywood. (Eliminate skylights)
- Remove and replace fascia boards, that are damaged or rotten.



-Any replacement of plywood will be considered a change order to the job.  
Assessment of framing can be done after the old roof is off.

-Re-paper, drip edge and roof with a 25-year roofing.

-See attached pictures and map for locations

### Pacific Ocean Harvesters

-To remove and dispose of old roofing.

-Remove and replace fascia boards, that are damaged or rotten.

-Replace vents, vent pipe flashing, and step flashing where needed.

-Any replacement of plywood will be considered a change order to the job.  
Assessment of framing can be done after the old roof is off.

-Re paper, drip edge and roof with a 25-year roofing.

-See attached pictures and map for locations

### Board approval at Feb. 26<sup>th</sup>, 2019 special meeting.

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

# The Roofers LLC

CCB #215757  
97004 Rustic  
Brookings, OR.  
97415

## Contract for Port of Brookings

### Roof Locations:

Kite field bathroom, Pacific Ocean Harvesters, and Launch ramp.

Brookings, OR. 97415

This is a contract for roof replacement to be performed by The Roofers LLC made on the 13th day of March, 2019

### Scope of Work:

- Tear off 1 layer of Shingles and inspect sheathing
- Remove all debris from property and clean all gutters
- Dry in with synthetic underlayment
- Install new drip edge, pipe jacks and boots were applicable
- install Malarkey Vista 40 year shingles, using 6 nail pattern for highest wind resistance with an additional 3 on the rake sides.
- Install high profile ridge for more durability and withstanding the elements.
- Install new flat roofing on backside of Pacific Ocean.

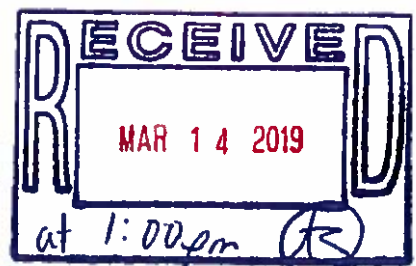
### The Scope of work for this job does not include the following trades

\*Electrical

\*Plumbing

\*Painting

\*Structural modifications (any structural modifications to be done at \$50 per hour and the cost of materials, or the owners have the option of having the materials provided.)



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**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.

**Cost of project \$21,350.00**

**Deposit due \$10,675.00**

**Balance of \$10,675.00**

**Owner \_\_\_\_\_ Date \_\_\_\_\_**

**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**

# ALLIED ROOFING AND CONSTRUCTION LLC.

# Contract

P.O. BOX 2788  
 Brookings Or. 97415  
 Phone 541-469-3969  
 CCB# 207613

|           |            |
|-----------|------------|
| Date      | CONTRACT # |
| 2/27/2019 | 5016       |

|  |
|--|
| Name / Address   |
| PORT OF BROOKINGS HARBOR<br>16330 LOWER HARBOR RD.<br>BROOKINGS OR. 97415<br>541-469-2218<br>ATT: TRAVIS WEBSTER |

| Description   | Total     |
|---|-----------|
| THIS IS FOR THE ROOF REPLACEMENTS OF THE KITE FIELD BATHROOM, LAUNCH RAMP BATHROOM AND THE PACIFIC OCEAN HARVESTERS BUILDING<br><br>WE HEREBY PURPOSE TO FURNISH ALL MATERIALS AND LABOR NECESSARY FOR THE COMPLETION OF THE TEAR OFFS AND REMOVAL OF THE EXISTING ROOFS TO BE REPLACED WITH A NEW 50 YEAR GAF ARCHITECTURE SHINGLE TO MATCH THE FISH CLEANING STATION WITH THE USE OF TIGER PAW FELT NEW METAL DRIP EDGES, SIX NAILS STAINLESS STEEL NAILS PER SHINGLE FOR HIGH WIND NEW METAL ROOF VENTS AND PIPE FLASHING THIS ALSO INCLUDES THE MANUFACTURES 50 YEAR LIMITED WARRANTY ALONG WITH A 10 YEAR LABOR WARRANTY ALSO TO INSTALL APPROXIMATELY 1 SQUARE OF TPO MEMBRANE ON THE FLAT ROOF OF POH BUILDING | 23,870.00 |

|                  |   |
|------------------|---|
| Terms of Payment | 1/3 ON ACCAPTANCE 1/3 ON START OF JOB 1/3 ON COMPLETION |
|------------------|---|

|  |  |                          |
|--|--|--------------------------|
| Allied Roofing And Construction LLC Thanks You   | PLEASE SIGN BELOW                      | <b>Total</b> \$23,870.00 |
| INITIAL STATING YOU HAVE RECEIVED THE FOLLOWING:<br>CONSUMER PROTECTION NOTICE<br>NOTICE OF PROCEDURE<br>NOTICE ABOUT CONSTRUCTION LIENS _____ | Signature _____<br><br>Signature _____ | DATE OF ACCEPTANCE       |

Customer will be responsible for complete reimbursement of all attorney costs and filing fees incurred by Allied Roofing and Construction. Any alterations or deviation from the above specification involving extra costs will be expected upon Written orders and will become an extra charge over and above the contract, all agreements contingent upon strikes, accidents or delays beyond our control, Owner to carry fire and other necessary insurance upon the work above, workman's comp and public liability insurance on the above work to be taken out by Allied Roofing And Construction, any structural repairs or extra construction costs shall be done on a time and material basis at an additional rate of \$55.00 per man hour, first 33.3% of contract is a non refundable deposit on all signed contracts, any unpaid balances past 90 days of completion will then result in a surcharge of an addition to the remaining balance and a charge of 7% interest per month there after until paid.

**INITIAL YOU UNDERSTAND AND ARE EXCEPTING THE TERMS ABOVE**



# Consumer Protection Notice

## Actions to help make your project successful

(ORS 701.330 (1))

Oregon law requires contractors to provide the homeowner with this notice at the time of written contract, for work on a residential structure. This notice explains licensing, bond and insurance requirements, and steps that consumers can take to help protect their interests.

### START OUT YOUR PROJECT RIGHT

1. **Make sure your contractor is properly licensed before you sign a contract.** Visit [www.oregon.gov/ccb](http://www.oregon.gov/ccb), and click on the link, **Check on a Contractor's License**, or call our offices at 503-378-4621. To be licensed in Oregon, contractors must take training and pass a test on business practices and law. Licensing is not a guarantee of the contractor's work.
  - **A license requires the contractor to maintain a surety bond and liability insurance** - The CCB surety bond provides a limited amount of financial security if the contractor is ordered to pay damages in contract disputes. It is not intended to be a safety net for consumer damages. Consumers with large projects may wish to look into performance bonds. Liability insurance coverage provides for property damage and bodily injury caused by the contractor. It does not cover contract disputes, including poor workmanship.
  - **If your contractor is not licensed** - the CCB bond and dispute resolution services will not be available to you.
2. **What you should know about bids, contracts, and change orders:**
  - **Bids** - *Do not automatically accept the lowest bid* - A low bid may make it necessary for the contractor to use lower quality materials and to cut corners in workmanship.
  - **Contracts and Change Orders** - *Always get it in writing*. Your contractor is required to provide a written contract if the contract price is more than \$2000. The CCB recommends that all contracts be in writing.
  - **Contracts should be as detailed as possible** - Some items to include are materials and costs, permits, estimated start and completion dates, debris removal, and arbitration clauses. Make sure the contractor's name, CCB number, and contact information is included in the contract.
  - **Read and understand your contract before signing it** - Don't be pressured into signing your contract without taking the time needed to go through it. Make sure it includes enough details to avoid misunderstandings and to protect you and your property.
3. **Additional contract information you should know:**
  - **A Payment Schedule** - should be included in the contract. Stick to the schedule and never pay in full for a project before the work is complete.
  - **Special Note on Liens** - Subcontractors and material suppliers that work on your project are often paid by the general contractor. If a general contractor fails to pay, the subcontractor may file a lien on your property. For information on construction liens, visit the CCB's Consumer Help Page at [www.oregon.gov/ccb](http://www.oregon.gov/ccb), or contact an attorney.
  - **Warranty on new residential construction** - Contractors must make an offer of a warranty when constructing a new residential structure. Consumers may accept or refuse the warranty.
4. **If you should have a problem with your contractor** - You can file a complaint with the CCB against a licensed contractor within one year of the substantial completion of work on your project. Contact the CCB office at 503-378-4621 for help.

Visit the CCB website at for more information on having a successful project.

[www.oregon.gov/ccb](http://www.oregon.gov/ccb)

CONTRACTOR: CCB#: 207613

PROPERTY OWNER:



03-13-19

Signature

Date

Signature

Date



# Notice of Procedure

## Regarding Residential Construction Arbitrations and Lawsuits

(ORS 701.330)

Oregon law contains important requirements that homeowners must follow before starting an arbitration or court action against any contractor, subcontractor, or supplier (materials or equipment) for construction defects.

**Before you start an arbitration or court action, you must do the following:**

1. Deliver a written notice of any conditions that you believe are defective to the contractor, subcontractor, or supplier that you believe is responsible for the alleged defect.
2. Allow the contractor, subcontractor, supplier, or its agent, to visually inspect the possible defects and also allow the contractor, subcontractor, or supplier to do reasonable testing.
3. Provide the contractor, subcontractor, supplier, or its agent, the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made.

There are strict procedures and deadlines that must be followed under Oregon law. Failure to follow those procedures or meet those deadlines will affect your right to start an arbitration or court action.

**You should contact an attorney for information on the procedures and deadlines required under Oregon law.**

Your contractor is supplying this notice to you as required by Oregon law.

CONTRACTOR: CCB# 207613

HOMEOWNER:

Allio  
 Print Contractor Name (as it appears on contract)

\_\_\_\_\_  
 Print Homeowner Name (as it appears on contract)

[Signature]  
 Signature of Authorized Representative      03-13-19  
 Date

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



# Information Notice To Owner About Construction Liens

(ORS 87.093)

This is not a lien. Your contractor is required by law to provide this notice to inform you about construction lien laws. This notice explains the construction lien law, and gives steps you can take to protect your property from a valid lien. As an owner, you should read this information notice carefully. This information notice is required to be given if you contract for residential construction or remodeling, if you are buying a new home, or at any time the contract price exceeds \$2,000.

- Under Oregon law, your contractor and others who provide labor, materials, equipment, or services to your project may be able to claim payment from your property if they have not been paid. That claim is called a Construction Lien.
- If your contractor does not pay subcontractors, employees, rental equipment dealers, materials suppliers, or does not make other legally required payments, those who are owed money may place a lien against your property for payment. It is in your best interest to verify that all bills related to your contract are paid, even if you have paid your contractor in full.
- If you occupy or will occupy your home, persons who supply materials, labor, equipment, or services ordered by your contractor are permitted by law to file a lien against your property only if they have sent you a timely Notice of Right to Lien (which is different from this Information Notice), before or during construction. If you enter into a contract to buy a newly-built, partially-built, or newly-remodeled home, a lien may be claimed even though you have not received a Notice of Right to a Lien. If you do not occupy the building, a Notice of Right to Lien is not required prior to filing a lien.

This notice is not intended to be a complete analysis of the law. You should consult an attorney for more information.

## Common Questions and Answers About Construction Liens

**Can someone record a construction lien even if I pay my contractor?** Yes. Anyone who has not been paid for labor, material, equipment, or services on your project and has provided you with a valid Notice of Right to Lien has the right to record a construction lien.

**What is a Notice of Right to Lien?** A Notice of a Right to Lien is sent to you by persons who have provided labor, materials, or equipment to your construction project. It protects their construction lien rights against your property.

**What should I do when I receive a Notice of Right to Lien?** Don't ignore it. Find out what arrangements your contractor has made to pay the sender of the Notice of Right to Lien.

**When do construction liens need to be recorded?** In Oregon, construction liens generally need to be recorded within 75 days from the date the project was substantially completed, or 75 days from the date that the lien claimant stopped providing labor, material, equipment, or services, whichever happened first. To enforce a lien, the lien holder must file a lawsuit in a proper court within 120 days of the date the lien was filed.

**Note to Contractor:** This notice must be delivered personally, or mailed by registered mail, certified mail, or by first-class mail with a certificate of mailing. Ask the signing parties to provide you with an original or copy to retain in your files. You should retain proof of delivery of this notice for at least two years.

(over)

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- **Contact the Construction Contractors Board (CCB) and confirm that your contractor is licensed.** The law requires all construction contractors to be licensed with the CCB. Check a contractor's license online at the CCB consumer website: [www.oregon.gov/ccb](http://www.oregon.gov/ccb), or you can call 503-378-4621.
- **Review the Consumer Protection Notice (ORS 701.330(1)),** which your contractor must provide to you at the time of contract on a residential structure.
- **Consider using the services of an escrow agent to protect your interests.** Consult your attorney to find out whether your escrow agent will protect you against liens when making payments.
- **Contact a title company about obtaining a title policy that will protect you from construction lien claims.**
- **Find out what precautions, if any, will be taken by your contractor, lending institution, and architect to protect your project from construction liens.**
- **Ask the contractor to get lien waivers or lien releases from every subcontractor, materials provider, equipment provider, and anyone else the contractor is responsible for paying.** Do this before you give your contractor a progress payment.
- **Have a written contract with your contractor.** A written contract is required for projects greater than \$2,000. An original contractor that fails to provide a written contract as required by law, may not place a construction lien against the owner's property.
- **If you receive a Notice of Right to Lien, ask for a statement of the reasonable value of the materials, labor, equipment, or services provided to your project from everyone who sends you a Notice of Right to Lien.** If the information is not provided in a timely manner, the sender of the Notice of Right to Lien may still be able to file a construction lien, but will not be entitled to attorney fees.
- **When you pay your contractor, write checks made jointly payable to the contractor, subcontractors, materials, equipment, or services providers.** The checks name both the contractor and the subcontractor, materials or equipment provider. The checks can only be cashed if both the contractor and the subcontractor, materials or equipment provider endorses it. This ensures that the subcontractor and other providers will be paid by your contractor, and can eliminate the risk of a lien on your property.
- **Should you have a dispute with your contractor, you may be able to file a complaint with the CCB and be reimbursed in whole or in part from the contractor's bond.** For more details about help available through the agency, write to the CCB at PO Box 14140, Salem, OR 97309-5052 or call 503-378-4621.
- **Consult an attorney.** If you do not have an attorney, consider contacting the Oregon State Bar Referral Service at 503-684-3763 or 1-800-452-7636.

Signing this Information Notice verifies only that you have received it. Your signature does not give your contractor or those who provide material, labor, equipment, or services, any additional rights to place a lien on your property.

Job Site Address: 16320 Lower Harbor Rd Brookings OR 97415

CONTRACTOR: CCB# 207613

PROPERTY OWNER: \_\_\_\_\_

Allied  
 Print Name (as it appears on contract)

\_\_\_\_\_  
 Print Name (as it appears on contract)

[Signature]  
 Signature

03-13-19  
 Date

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date



# PORT OF BROOKINGS HARBOR

## Procurement Request

Project Name: ROOF REPLACEMENT Contract No. \_\_\_\_\_

|   |  |
|---|--|
| <input type="checkbox"/> Purchase Agreement<br>Purchase Order No. _____ | <input checked="" type="checkbox"/> Contract |
|---|--|

**Award Information:**

Special Notes or Comments

Company Name: THE ROOFERS LLC

Contact Person: APRIL HEMPELSTALL

Address: 97004 RUSTIC  
BROOKINGS, OR

Telephone: 231-420-4377

|                                    |
|------------------------------------|
| <u>ANY ADDITIONAL WORK WILL BE</u> |
| <u>DOCUMENTED.</u>                 |
|                                    |
|                                    |

| No. | Proposals / Quotes                         | Units | Quantity | Total \$ |
|-----|--|-------|----------|----------|
| 1   | <u>THE ROOFERS LLC</u>                     | 1     | LS       | 21,350   |
| 2   | <u>ALLIED ROOFING AND CONSTRUCTION LLC</u> | 1     | LS       | 23,870   |
|     |  |       |          |          |
|     |  |       |          |          |
|     |  |       |          |          |
|     |  |       |          |          |

Prepared by: TRAVIS WEBSTER  
Print Name

Fund Account:  General Fund     Capital Improvements     Debt Service     Revenue Bond

Department:  Marina     Boat Yard     RV Park     Port Office     Fuel Dock     Commercial Retail  
KITE FIELDS + BOAT LAUNCH RESTROOM    POH

Approved by GM: [Signature]    GARY NETHUNEN    3-23-19  
Signature    Print Name    Date

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

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

12  
40

**PORT OF BROOKINGS HARBOR  
PUBLIC IMPROVEMENT CONTRACT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Port of Brookings Harbor, an Oregon special district, hereinafter referred to as "POBH" and The Roofers, LLC, an Oregon limited liability company, hereinafter referred to as "Contractor", duly authorized to perform such services in Oregon.

**WHEREAS**, the POBH requires construction and related services which Contractor is capable of providing, under terms and conditions hereinafter described; and

**WHEREAS**, the POBH solicited bids by website and newspaper for 30 days and received 2 bids with Contractor being the lowest bidder.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, the parties agree as follows:

**1.0. Scope of Work.** Contractor will perform the following scope of work under this Agreement (the "Project"). Contractor is required to furnish all materials, labor, tools, and equipment necessary to complete the Project.

**1.01. Project:** Replace roofs at the following locations: Kite Field Bathroom, Pacific Ocean Harvesters building, and Launch Ramp.

**1.02. Specifications:** The replacement of roofs shall be done in accordance with the following specifications:

- (a) tear off one layer of shingles and inspect sheathing
- (b) removal all debris from property and clean all gutters
- (c) dry in with synthetic underlayment
- (d) install new drip edge, pipe jacks and boots were applicable
- (e) install Malarkey Vista 40-year shingles using 6 nail pattern for highest wind resistance with an additional 3 on the rake sides
- (f) install high profile ridge for more durability and withstanding the elements
- (g) install new flat roofing on backside of Pacific Ocean Harvesters

**2.0. Contract Price and Payment.** Contractor will perform the Scope of Work for Twenty-One Thousand Three Hundred Fifty Dollars (\$21,350.00). Contractor shall invoice the POBH monthly for work performed, based on an estimate of the amount of work completed and the value of the completed work. POBH shall make a progress payment equal to the value of the completed work (of uncontested amounts), less amounts previously paid, less retainage of five percent (5%), within 30 days of receipt of the invoice. POBH shall inspect the Project within 15 days of receipt of written notice from Contractor that the work is ready for final inspection and acceptance. The POBH shall either accept or reject the work in writing. A rejection must state the reasons for the rejection and list the work that must be done before the Project can be accepted. If a rejection is issued, Contractor shall complete all work needed to be done and request another inspection. The process shall be continued until the POBH determines that the Project is complete and accepted. Within 30 days after written acceptance by the POBH all remaining amounts, including the

retainage, shall be paid to Contractor, provided that Contractor verifies that that all workers, materialmen and suppliers have been paid.

**3.0. Effective Date and Duration.** This Agreement will become effective upon its execution, the submission of certificates of insurance to POBH and the issuance of a notice to proceed by the POBH. This Agreement will expire, unless otherwise terminated or extended, upon completion of the work.

**4.0. Schedule for Performance.** Contractor shall complete the Scope of Work on or before \_\_\_\_\_, 2019 [or within \_\_\_\_\_ days of issuance of the notice to proceed].

**5.0. Prevailing Wage.** If the Project cost exceeds \$50,000 and this Agreement is not otherwise exempt, workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. The applicable prevailing wage rates may be accessed via the internet at: <https://www.oregon.gov/BOLI/WHD/PWR/Pages/index.aspx>. Hard copies of the prevailing wage rates publication may be obtained by contacting the Oregon Bureau of Labor and Industries via telephone at: (971) 673-0839. If this Project is subject to the Davis-Bacon Act and the state prevailing rate of wage is higher than the federal prevailing rate of wage, the Contractor and every subcontractor on the Project must pay at least the state prevailing rate of wage as determined under ORS 279C.815.

**6.0. Public Works Bond.** The Contractor must have a public works bond filed with the Oregon Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

**7.0. Licensing and Certification.** Contractor is required to maintain, at its own expense, all license and certifications required by the State of Oregon to perform services under this Agreement.

**8.0. Status of Contractor as Independent Contractor.** Contractor acknowledges that for all purposes related to this Agreement, Contractor is and will be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of the POBH, is not entitled to benefits of any kind to which an employee of the POBH is entitled and is solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of the POBH for any purpose, the POBH will be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from the POBH or third party) as a result of said finding and to the full extent of any payments that the POBH is required to make (to Contractor or to a third party) as a result of said finding.

**9.0. Compliance with Public Contract Laws.** Contractor will observe all applicable state and local laws pertaining to public contracts. ORS Chapter 279 requires every public contract to contain certain provisions. Pursuant to ORS 279, the following provisions are part of this contract, as applicable, including without limitation the following:

**9.01. Compliance with Tax Laws.** Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Agreement. Contractor understands that Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before execution of this Agreement or during the term

of this Agreement is a default for which POBH may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

**9.02. Compliance with Payment Provisions.** Contractor is required to:

- (a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Agreement.
- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

**9.03. Compliance with Wage and Hour Laws.** ORS 279C.520 is hereby incorporated by reference as though set forth in full. Contractor agrees to abide by ORS 279C.520, as applicable.

**9.04. Payment for Medical Care / Workers Compensation.** Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

**9.05. Environmental Laws.** As provided by ORS 279C.525, all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this Agreement are by reference incorporated herein to the same force and effect as if set forth herein in full.

**9.06. Other Applicable Laws.** Without limiting the foregoing, Contractor expressly agrees to comply with: (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. A condition or clause required by law to be in this contract shall be considered included by these references.

**10.0. Drug Testing Program.** ORS 279C.505 requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. The Contractor demonstrates that a drug-testing program is in place by signing of this Agreement. The drug testing program will apply to all employees and will be maintained for the duration of the Agreement. Failure to maintain a program constitutes a material breach of contract.

**11.0. Salvage, Composting or Mulching.** If this Agreement is for demolition work, Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. If this is a contract for lawn and landscape maintenance, Contractor must compost or mulch yard waste material at an approved site, if feasible and cost-effective.

**12.0. Termination for Convenience.**

**12.01.** This Agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties and for the following reasons:

- (1) If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or
- (2) If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

**12.02.** Payment of Contractor will be as provided by ORS 279C.660 and will be prorated to and include the day of termination and will be in full satisfaction of all claims by Contractor against POBH under this Agreement.

**12.03.** Termination under any provision of this paragraph will not affect any right, obligation, or liability of Contractor or the POBH which accrued prior to such termination.

**13.0. Cancellation with Cause.**

**13.01.** The POBH may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by the POBH, under any of the following conditions:

- (1) If Contractor disregards applicable laws and regulations pertaining to the performance of the work;
- (2) If POBH funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services this Agreement may be modified to accommodate a reduction in funds;
- (3) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement;
- (4) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed; or
- (5) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

**13.02.** The POBH, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- (1) If Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or

- (2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the POBH, fails to correct such failures within ten (10) days or such other period as the POBH may specify.

**13.04.** The rights and remedies of the POBH provided herein related to defaults (including breach of contract) by Contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**13.05.** If the POBH terminates this Agreement under paragraph 13.01 or 13.02, Contractor will be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there is to be deducted from such amount the amount of damages, if any, sustained by the POBH due to breach of contract by Contractor. Damages for breach of contract will be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

**14.0. Access to Records.** Contractor will grant the POBH access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

**15.0. Assignment & Delegation.** This Agreement, and all of the covenants and conditions hereof, will inure to the benefit of and be binding upon the POBH and the Contractor respectively and their legal representatives. Contractor may not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of the POBH, and any assignment or delegation in violation hereof will be void.

**16.0. Force Majeure.** Neither the POBH nor Contractor will be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or suppliers due to such cause; provided that the party so disabled must within ten (10) days from the beginning of such delay, notify the other party in writing of the causes of delay and its probable extent. Such notification may not be the basis for a claim for additional compensation. Each party must, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.

**17.0. Nonwaiver.** The failure of the POBH to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder may not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

**18.0. Warranties.** All work must be guaranteed by the Contractor for a period of one year after the date of final acceptance of the work by the POBH, except that manufacturers' warranties and extended manufacturer warranties shall not be abridged. Contractor warrants that all practices and procedures,

workmanship, and materials will be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore will act to relieve Contractor from liability under warranties contained in or implied by this Agreement. Contractor also warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by the POBH will not operate as a waiver or release.

**19.0. Attorney's Fees.** In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the prevailing party will be entitled to an award of reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

**20.0. Governing Law.** The provisions of this Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Curry County or the U. S. District Court in Medford.

**21.0. Indemnification.** Contractor agrees to indemnify, defend and hold harmless the POBH and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands (including reasonable attorney's fees and costs of suit) attributable in whole or in part to the acts or omissions of Contractor, and Contractor's officers, agents and employees, in performance of this contract.

**22.0. Insurance.** Contractor and its subcontractors must maintain insurance acceptable to the POBH in full force and effect throughout the term of this Agreement. Such insurance must cover all risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance must include provisions that such insurance is primary insurance with respect to the interests of the POBH and that any other insurance maintained by the POBH is excess and not contributory insurance with the insurance required hereunder. The policy or policies of insurance maintained by the Contractor and its subcontractors must provide at least the following limits and coverages:

- (a) **Coverages:** Contractor and its subcontractors must, at Contractor's expense, maintain during the term of this Agreement, the following insurance policy types with the following minimum coverage limits:

|  |  |
|--|--|
| Commercial General Liability Insurance       | \$1,000,000.00 Each Occurrence Limit<br>\$2,000,000.00 General Aggregate   |
| Workers Compensation                         | Per Oregon Law (ORS 656.017)   |
| Employer's Liability                         | \$500,000 per accident   |
| Comprehensive Automobile Liability Insurance | \$ 1,000,000.00 Each Occurrence CSL<br>\$ 2,000,000.00 Aggregate BI/PD<br>(including coverage for all owned, hired and non-owned vehicles) |

- (b) **Certificates of Insurance:** As evidence of the insurance coverage required by the contract, Contractor must furnish a Certificate of Insurance to the POBH prior to the commencement of work. The certificate must specify and document all of the required insurance provisions within this Agreement.

- (c) **Primary Coverage Clarification:** All parties to this Agreement hereby agree that Contractor's coverage will be primary in the event of a loss.
- (d) **Effect of Insurance:** The procuring of such required insurance may not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor will be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

**24.0. Method and Place of Giving Notice, Submitting Bills and Making Payments.** All notices, bills and payments must be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

**If to Port of Brookings Harbor:**  
Port of Brookings Harbor  
Attn: Port Manager  
PO Box 848  
16330 Lower Harbor Rd  
Brookings, OR 97415

**If to Contractor:**  
The Roofers, LLC  
Attn: April Hempenstall  
97004 Rustic Rd  
Brookings, OR 97415

and when so addressed, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments will be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

**25.0. Hazardous Waste.** If, as a result of performance of this Agreement, Contractor generates any hazardous wastes, Contractor will be responsible for disposal of any such hazardous wastes in compliance with all applicable federal and state requirements. Contractor must provide the POBH with documentation, including all required manifests, demonstrating proper transportation and disposal of any such hazardous wastes. Contractor agrees to defend, indemnify, and hold harmless the POBH for any disposal or storage of hazardous wastes generated pursuant to this Agreement and any releases or discharges of hazardous materials.

**26.0. Severability.** In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect and will in no way be affected or invalidated thereby.

**27.0. Complete Agreement.** This Agreement and the attached exhibits constitute the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**28.0. Waiver and Amendment.** No waiver, consent, modification, or change of terms of this Agreement may bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, will be effective only in specific instances and for the specific purpose given.

**29.0. Acknowledgment.** Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.



[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date herein above first written.

**PORT OF BROOKINGS HARBOR  
BOARD OF COMMISSIONERS**

**CONTRACTOR:  
The Roofers LLC**

\_\_\_\_\_  
By: Roy Davis, Chairman

By: \_\_\_\_\_

Name: April Hempenstall

ATTEST:

Its: Managing Member

\_\_\_\_\_  
Kenneth Range, Secretary

## **ACTION ITEM – B**

---

**DATE:** April 16, 2019  
**RE:** Procurement and Contract Approval for Backflow Devices  
**TO:** Board of Commissioners  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Board of Commissioners approved repairing number of existing backflow devices during February 26, 2016 Special Meeting.
- During March 26, 2019 meeting the Board postponed the approval until the contract was written and reviewed.
- Retail, Boat Launch, Beachfront RV Park and Commercial Boat Basin backflow systems are planned to be rebuilt.
- Port advertised in the newspaper and website for RFP. Port received one quote for the backflow system rebuilds. Port made a change of materials on the security covers to be fiberglass enclosure instead of galvanized. Port received revised quote for the covers and is attached. There could be other unforeseen valves needing replaced is the reason for additional funds.
- Port Counsel provided the attached contract to be entered with the contractor.

### DOCUMENTS

- Request for Proposal, 3 pages
- 5-R Excavation and Paving LLC, 1 page
- Procurement Request, 1 page
- Contract with 5-R Excavation and Paving LLC, 7 pages

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve the expenditure of \$17,212 to rebuild the backflow devices and to award the project to 5-R Excavators and Paving LLC.

Port of Brookings Harbor

Contact- Travis Webster

541-291-7380

Double Check Valve Replacement

2-26-2019

Locations: RV Park, Commercial Basin (East side), Retail, and Launch Ramp

Scope of work:

- To remove old double check valves.
- Install vertical piping to bring the double check valves above ground.
- Backfill and pour concrete pad around vertical piping and above ground double check.
- Install a galvanized metal fence or screen so that can be locked and can't be tampered with.
- See attached pictures and drawings for details and locations. All four of the locations have 2" double checks.

Board approval at Feb. 26<sup>th</sup>, 2019 special meeting.

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



5-R Excavation and Paving LLC.  
 P.O. Box 5120  
 Brookings, OR 97415  
 5rexavationandpaving@gmail.com  
 CCB #155657  
 1(541)251-3720

# Estimate

Number **E317**  
 Date **3/19/2019**

**BILL TO**  
 Port of Brookings  
 16340 Lower Harbor Road  
 Brookings, OR, 97415

**SHIP TO**

PO Number      Terms      Project

**Double Check Valves**

| Date               | Description  | Hours              | Rate                 | Amount             |
|--------------------|--|--------------------|----------------------|--------------------|
|                    | Install 4-2" double check valves as per bid packet |                    | \$14,744.00          | \$14,744.00        |
|                    | Upgrade enclosures to VGT1 Boxes                   |                    | \$2,468.00           | \$2,468.00         |
|                    |  |                    |                      |                    |
| <b>AMOUNT PAID</b> |  | <b>\$0.00</b>      |                      |                    |
| <b>AMOUNT DUE</b>  |  | <b>\$17,212.00</b> |                      |                    |
|                    |  |                    | <b>DISCOUNT</b>      | <b>\$0.00</b>      |
|                    |  |                    | <b>SHIPPING COST</b> | <b>\$0.00</b>      |
|                    |  |                    | <b>SUB TOTAL</b>     | <b>\$17,212.00</b> |
|                    |  |                    | <b>TOTAL</b>         | <b>\$17,212.00</b> |

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1. PROVIDE AN USE APPROVED BACKFLOW PREVENTION ASSEMBLY AS DESIGNATED BY EAWD APPROVED MATERIALS LIST SPECIFICATIONS.

2. EAWD MAINTENANCE RESPONSIBILITY STEPS AT THE METER. THE CUSTOMER IS RESPONSIBLE TO TEST AND MAINTAIN THE BACKFLOW PREVENTION ASSEMBLY, IN ACCORDANCE WITH EAWD CHL. 19 TESTER LIST ARE ALLOWED TO TEST BACKFLOW ASSEMBLIES WITHIN SERVICE AREA.

3. ONLY EAWD COUNTY CERTIFIED BACKFLOW TESTERS LISTED ON THE EAWD APPROVED BACKFLOW TESTER LIST ARE ALLOWED TO TEST BACKFLOW ASSEMBLIES WITHIN SERVICE AREA.

4. BACKFLOW CERTIFICATION TESTING IS REQUIRED ANNUALLY AT A MINIMUM BUT MAY BE MORE FREQUENT AS DEEMED NECESSARY BY EAWD. CERTIFICATION TESTING IS REQUIRED IMMEDIATELY AFTER AN ASSEMBLY IS RELOCATED, REPLACED, REPAIRED, NEW INSTALLATION ACCEPTANCE AND WATER DELIVERY PER EAWD CHL. 19 PRIOR TO NEW INSTALLATION ACCEPTANCE AND WATER DELIVERY.

5. BACKFLOW PREVENTION ASSEMBLY SIZE SHALL MATCH THE DIAMETER OF THE METER IN ACCORDANCE WITH THE UNIFORM PLUMBING CODE, CHAPTER 8, SECTION 810 AS AMENDED, PER TABLE 'A', OR AS APPROVED BY EAWD.

6. BACKFLOW PREVENTION ASSEMBLY INSTALLATIONS INCLUDING ALL APPURTENANCES FOR THE SUPPLY OF DOMESTIC WATER SHALL COMPLY WITH THE REQUIREMENTS OF THE CALIFORNIA LEAD-FREE ACT AS 1933, BUT NOT FURTHER THAN 3 FEET UNLESS A VARIANCE IS OBTAINED FROM AN EAWD CROSS-CONNECTION SPECIALIST PRIOR TO INSTALLATION.

7. NO OUTLET, TEST, OR CONNECTIONS SHALL BE ALLOWED BETWEEN THE METER AND THE BACKFLOW PREVENTION ASSEMBLY.

8. BACKFLOW PREVENTION ASSEMBLIES SHALL MAINTAIN A VERTICAL CLEARANCE FROM THE LOWEST POINT OF 12 INCHES (MINIMUM) TO 36 INCHES (MAXIMUM) ABOVE FINISHED GRADE, WITH SIDE AND TOP CLEARANCES OF 12 INCHES (MINIMUM) FROM ANY OBSTRUCTIONS IN ALL DIRECTIONS.

9. POLYETHYLENE ENCASEMENT SHALL BE INSTALLED PER AWWA C900.1'S REQUIREMENTS. HIGH-DENSITY POLYETHYLENE (HDPE) SHALL BE A MINIMUM OF 3/8" (1.6MM) THICKNESS. LOW-DENSITY POLYETHYLENE (LDPE) SHALL BE A MINIMUM OF 3/8" (1.6MM) THICKNESS.

**RECOMMENDATIONS:**  
11. PARALLEL INSTALLATIONS OF THE SAME TYPE OF BACKFLOW PREVENTION ASSEMBLIES ARE STRONGLY DISCOURAGED FOR ALL FACILITIES REQUIRING UNINTERRUPTED WATER SUPPLY, SUCH AS, HOSPITALS AND SCHOOLS.  
12. FREEZE PROTECTION IS RECOMMENDED, BUT THE RELIEF VALVE MUST BE ABLE TO VENT FREELY AND TESTCOCK OPENINGS SHALL BE LEFT EXPOSED.  
13. TEST PREVENTION DEVICES ARE STRONGLY RECOMMENDED FOR BRIDGE ASSEMBLIES ALLOWING ADEQUATE ACCESS TO THE ASSEMBLY FOR TESTING, MAINTENANCE, AND PROPER DRAINAGE.

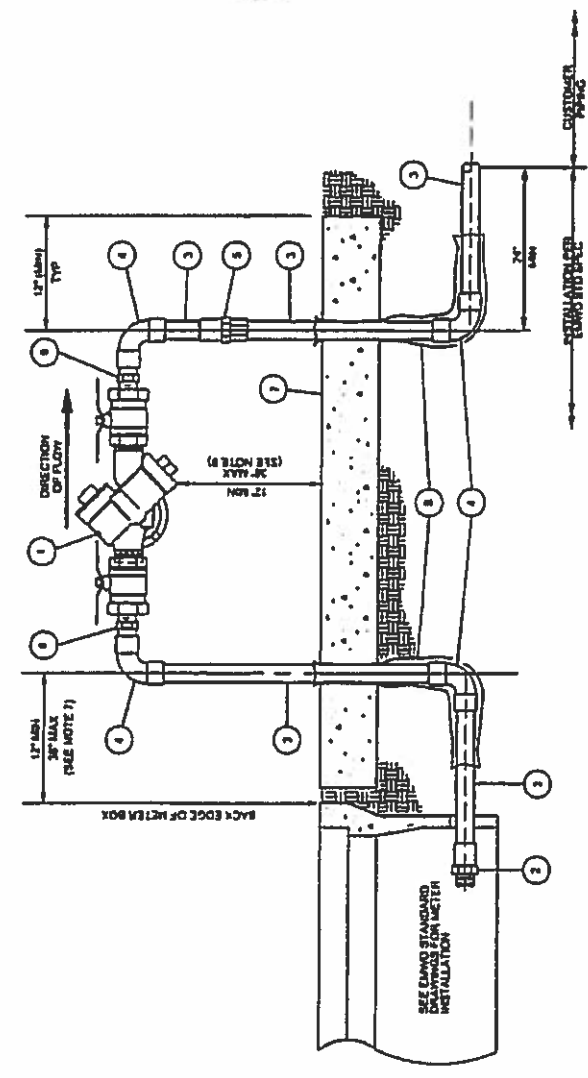


TABLE 'A' Δ

| METER SIZE               | BACKFLOW SIZE |
|--------------------------|---------------|
| 1/2" MULTIFIT (15 GPM)   | 1/2"          |
| 3/4" MULTIFIT (20 GPM)   | 3/4"          |
| 1" MULTIFIT (28 GPM)     | 1"            |
| 1 1/4" MULTIFIT (35 GPM) | 1 1/4"        |
| 2" MULTIFIT (100 GPM)    | 2"            |

| ITEM | DESCRIPTION   |
|------|---|
| 1    | 3/8" (MIN) 2" REDUCED PRESSURE BACKFLOW PREVENTER WITH VALVES |
| 2    | COPPER ADAPTER, COPPER SOLDER JOINT & MALE PT                 |
| 3    | COPPER WATER TUBE, TYPE L, HARD OR BRASS                      |
| 4    | COPPER 90° ELBOW WITH COPPER SOLDER JOINTS                    |
| 5    | COPPER UNION WITH COPPER SOLDER JOINTS                        |
| 6    | COPPER ADAPTER, MALE SOLDER & MALE PT                         |
| 7    | 1" WIDE & 4" THICK CONCRETE PAD LENGTH VARIES PER SIZE        |
| 8    | POLYETHYLENE ENCASEMENT (SEE NOTE 10)                         |

| <p>EASTERN MUNICIPAL WATER DISTRICT<br/>STANDARD DRAWING</p> <p>REDUCED PRESSURE<br/>BACKFLOW PREVENTER<br/>ASSY FOR SIZES 3/4" THROUGH 2"</p>  |         | <p>APPROVED <i>Charlie B. ...</i><br/>ASST. DIST. OPERATIONS MANAGER</p> <p>8/21/11<br/>DATE</p> | <p>B-597A</p>                       |                    |             |          |      |   |         |    |                                     |                    |         |  |         |      |              |         |             |         |            |         |            |         |           |         |                                       |
|---|---------|--|-------------------------------------|--------------------|-------------|----------|------|---|---------|----|-------------------------------------|--------------------|---------|--|---------|------|--------------|---------|-------------|---------|------------|---------|------------|---------|-----------|---------|---------------------------------------|
| <p>EASTERN MUNICIPAL WATER DISTRICT</p>   |         | <p>APPROVED <i>Jim McQuinn</i><br/>DIRECTOR OF ENGINEERING</p> <p>8/21/11<br/>DATE</p>           | <p>B-597A</p>                       |                    |             |          |      |   |         |    |                                     |                    |         |  |         |      |              |         |             |         |            |         |            |         |           |         |                                       |
| <p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>INITIAL</th> <th>DESCRIPTION</th> <th>APPROVED</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1-25-14</td> <td>GS</td> <td>REVISED NOTE #8 AND ADDED TABLE 'A'</td> <td><i>Jim McQuinn</i></td> <td>1/24/14</td> </tr> </tbody> </table> |         | NO.  | DATE                                | INITIAL            | DESCRIPTION | APPROVED | DATE | 1 | 1-25-14 | GS | REVISED NOTE #8 AND ADDED TABLE 'A' | <i>Jim McQuinn</i> | 1/24/14 | <p>APPROVALS</p> <table border="1"> <thead> <tr> <th>INITIAL</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>NEW BUSINESS</td> <td>1/24/14</td> </tr> <tr> <td>MAINTENANCE</td> <td>1/17/14</td> </tr> <tr> <td>INSPECTION</td> <td>1/17/14</td> </tr> <tr> <td>OPERATIONS</td> <td>1/17/14</td> </tr> <tr> <td>SUBMITTED</td> <td>1/24/14</td> </tr> </tbody> </table> | INITIAL | DATE | NEW BUSINESS | 1/24/14 | MAINTENANCE | 1/17/14 | INSPECTION | 1/17/14 | OPERATIONS | 1/17/14 | SUBMITTED | 1/24/14 | <p>SCALE: NONE</p> <p>DRAWN BY GS</p> |
| NO.   | DATE    | INITIAL  | DESCRIPTION                         | APPROVED           | DATE        |          |      |   |         |    |                                     |                    |         |  |         |      |              |         |             |         |            |         |            |         |           |         |                                       |
| 1   | 1-25-14 | GS   | REVISED NOTE #8 AND ADDED TABLE 'A' | <i>Jim McQuinn</i> | 1/24/14     |          |      |   |         |    |                                     |                    |         |  |         |      |              |         |             |         |            |         |            |         |           |         |                                       |
| INITIAL   | DATE    |  |                                     |                    |             |          |      |   |         |    |                                     |                    |         |  |         |      |              |         |             |         |            |         |            |         |           |         |                                       |
| NEW BUSINESS  | 1/24/14 |  |                                     |                    |             |          |      |   |         |    |                                     |                    |         |  |         |      |              |         |             |         |            |         |            |         |           |         |                                       |
| MAINTENANCE   | 1/17/14 |  |                                     |                    |             |          |      |   |         |    |                                     |                    |         |  |         |      |              |         |             |         |            |         |            |         |           |         |                                       |
| INSPECTION  | 1/17/14 |  |                                     |                    |             |          |      |   |         |    |                                     |                    |         |  |         |      |              |         |             |         |            |         |            |         |           |         |                                       |
| OPERATIONS  | 1/17/14 |  |                                     |                    |             |          |      |   |         |    |                                     |                    |         |  |         |      |              |         |             |         |            |         |            |         |           |         |                                       |
| SUBMITTED   | 1/24/14 |  |                                     |                    |             |          |      |   |         |    |                                     |                    |         |  |         |      |              |         |             |         |            |         |            |         |           |         |                                       |
| <p>REFERENCES:</p> <p>FILE I.D.: <i>WaterSupplyBldgB-597A.dgn</i></p>   |         | <p>19</p> <p>53</p>  |                                     |                    |             |          |      |   |         |    |                                     |                    |         |  |         |      |              |         |             |         |            |         |            |         |           |         |                                       |

# PORT OF BROOKINGS HARBOR

## Procurement Request

Project Name: DOUBLE CHECK VALVE REPLACEMENT Contract No. \_\_\_\_\_

|   |  |
|---|--|
| <input type="checkbox"/> Purchase Agreement | <input checked="" type="checkbox"/> Contract |
| Purchase Order No. _____                    |  |

**Award Information:**

Special Notes or Comments

Company Name: S-R EXCAVATION + PAVING

Contact Person: \_\_\_\_\_

Address: P.O. BOX 5120  
BROOKINGS, OR 97415

Telephone: 541-251-3720

ANY ADDITIONAL WORK WILL BE DOCUMENTED.

| No. | Proposals / Quotes                       | Units | Quantity | Total \$ |
|-----|--|-------|----------|----------|
| 1   | S-R EXCAVATION AND PAVING LLC EST # E317 | 1     | LS       | 14,799   |
|     | REVISED QUOTE                            |       |          | 17,212   |
|     |  |       |          |          |
|     |  |       |          |          |
|     |  |       |          |          |
|     |  |       |          |          |

Prepared by: TRAVIS WEBSTER  
Print Name \_\_\_\_\_

Fund Account:  General Fund  Capital Improvements  Debt Service  Revenue Bond

Department:  Marina  Boat Yard  RV Park  Port Office  Fuel Dock  Commercial Retail  
50% 50%

Approved by GM: [Signature] GARY NEHLING 3-23-19  
Signature Print Name Date

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

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

**PORT OF BROOKINGS HARBOR  
PUBLIC IMPROVEMENT CONTRACT**

**DRAFT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Port of Brookings Harbor, an Oregon special district, hereinafter referred to as "POBH" and 5-R Excavation and Paving, LLC, an Oregon Limited Liability Company, hereinafter referred to as "Contractor", duly authorized to perform such services in Oregon.

**WHEREAS**, the POBH requires construction and related services which Contractor is capable of providing, under terms and conditions hereinafter described; and

**WHEREAS**, the POBH solicited bids by website and newspaper for 30 days and received 1 bid with Contractor being the lowest bidder.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, the parties agree as follows:

**1.0. Scope of Work.** Contractor will perform the following scope of work under this Agreement (the "Project"): See Exhibit A attached hereto and incorporated herein by reference. Contractor is required to furnish all materials, labor, tools, and equipment necessary to complete the Project.

**2.0. Contract Price and Payment.** Contractor will perform the Scope of Work for Seventeen Thousand Two Hundred and Twelve Dollars (\$17,212.00). Contractor shall invoice the POBH monthly for work performed, based on an estimate of the amount of work completed and the value of the completed work. POBH shall make a progress payment equal to the value of the completed work (of uncontested amounts), less amounts previously paid, less retainage of five percent (5%), within 30 days of receipt of the invoice. POBH shall inspect the Project within 15 days of receipt of written notice from Contractor that the work is ready for final inspection and acceptance. The POBH shall either accept or reject the work in writing. A rejection must state the reasons for the rejection and list the work that must be done before the Project can be accepted. If a rejection is issued, Contractor shall complete all work needed to be done and request another inspection. The process shall be continued until the POBH determines that the Project is complete and accepted. Within 30 days after written acceptance by the POBH all remaining amounts, including the retainage, shall be paid to Contractor, provided that Contractor verifies that that all workers, materialmen and suppliers have been paid.

**3.0. Effective Date and Duration.** This Agreement will become effective upon its execution, the submission of certificates of insurance to POBH and the issuance of a notice to proceed by the POBH. This Agreement will expire, unless otherwise terminated or extended, upon completion of the work.

**4.0. Schedule for Performance.** Contractor shall complete the Scope of Work on or before \_\_\_\_\_, 2019 [or within \_\_\_\_ days of issuance of the notice to proceed].

**5.0. Prevailing Wage.** If the Project cost exceeds \$50,000 and this Agreement is not otherwise exempt, workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. The applicable prevailing wage rates may be accessed via the internet at: <https://www.oregon.gov/BOLI/WHD/PWR/Pages/index.aspx>. Hard copies of the prevailing wage rates publication may be obtained by contacting the Oregon Bureau of Labor and Industries via telephone at:



(971) 673-0839. If this Project is subject to the Davis-Bacon Act and the state prevailing rate of wage is higher than the federal prevailing rate of wage, the Contractor and every subcontractor on the Project must pay at least the state prevailing rate of wage as determined under ORS 279C.815.

**6.0. Public Works Bond.** The Contractor must have a public works bond filed with the Oregon Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

**7.0. Licensing and Certification.** Contractor is required to maintain, at its own expense, all license and certifications required by the State of Oregon to perform services under this Agreement.

**8.0. Status of Contractor as Independent Contractor.** Contractor acknowledges that for all purposes related to this Agreement, Contractor is and will be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of the POBH, is not entitled to benefits of any kind to which an employee of the POBH is entitled and is solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of the POBH for any purpose, the POBH will be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from the POBH or third party) as a result of said finding and to the full extent of any payments that the POBH is required to make (to Contractor or to a third party) as a result of said finding.

**9.0. Compliance with Public Contract Laws.** Contractor will observe all applicable state and local laws pertaining to public contracts. ORS Chapter 279 requires every public contract to contain certain provisions. Pursuant to ORS 279, the following provisions are part of this contract, as applicable, including without limitation the following:

**9.01. Compliance with Tax Laws.** Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Agreement. Contractor understands that Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before execution of this Agreement or during the term of this Agreement is a default for which POBH may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

**9.02. Compliance with Payment Provisions.** Contractor is required to:

- (a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Agreement.
- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

**9.03. Compliance with Wage and Hour Laws.** ORS 279C.520 is hereby incorporated by reference as though set forth in full. Contractor agrees to abide by ORS 279C.520, as applicable.

**9.04. Payment for Medical Care / Workers Compensation.** Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

**9.05. Environmental Laws.** As provided by ORS 279C.525, all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this Agreement are by reference incorporated herein to the same force and affect as if set forth herein in full.

**9.06. Other Applicable Laws.** Without limiting the foregoing, Contractor expressly agrees to comply with: (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. A condition or clause required by law to be in this contract shall be considered included by these references.

**10.0. Drug Testing Program.** ORS 279C.505 requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. The Contractor demonstrates that a drug-testing program is in place by signing of this Agreement. The drug testing program will apply to all employees and will be maintained for the duration of the Agreement. Failure to maintain a program constitutes a material breach of contract.

**11.0. Salvage, Composting or Mulching.** If this Agreement is for demolition work, Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. If this is a contract for lawn and landscape maintenance, Contractor must compost or mulch yard waste material at an approved site, if feasible and cost-effective.

**12.0. Termination for Convenience.**

**12.01.** This Agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties and for the following reasons:

- (1)** If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or
- (2)** If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

**12.02.** Payment of Contractor will be as provided by ORS 279C.660 and will be prorated to and include the day of termination and will be in full satisfaction of all claims by Contractor against POBH under this Agreement.

**12.03.** Termination under any provision of this paragraph will not affect any right, obligation, or liability of Contractor or the POBH which accrued prior to such termination.

**13.0. Cancellation with Cause.**

**13.01.** The POBH may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by the POBH, under any of the following conditions:

- (1) If Contractor disregards applicable laws and regulations pertaining to the performance of the work;
- (2) If POBH funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services this Agreement may be modified to accommodate a reduction in funds;
- (3) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement;
- (4) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed; or
- (5) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

**13.02.** The POBH, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- (1) If Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
- (2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the POBH, fails to correct such failures within ten (10) days or such other period as the POBH may specify.

**13.04.** The rights and remedies of the POBH provided herein related to defaults (including breach of contract) by Contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**13.05.** If the POBH terminates this Agreement under paragraph 13.01 or 13.02, Contractor will be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there is to be deducted from such amount the amount of damages, if any, sustained by the POBH due to breach of contract by Contractor.

Damages for breach of contract will be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

**14.0. Access to Records.** Contractor will grant the POBH access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

**15.0. Assignment & Delegation.** This Agreement, and all of the covenants and conditions hereof, will inure to the benefit of and be binding upon the POBH and the Contractor respectively and their legal representatives. Contractor may not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of the POBH, and any assignment or delegation in violation hereof will be void.

**16.0. Force Majeure.** Neither the POBH nor Contractor will be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or suppliers due to such cause; provided that the party so disabled must within ten (10) days from the beginning of such delay, notify the other party in writing of the causes of delay and its probable extent. Such notification may not be the basis for a claim for additional compensation. Each party must, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.

**17.0. Nonwaiver.** The failure of the POBH to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder may not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

**18.0. Warranties.** All work must be guaranteed by the Contractor for a period of one year after the date of final acceptance of the work by the POBH, except that manufacturers' warranties and extended manufacturer warranties shall not be abridged. Contractor warrants that all practices and procedures, workmanship, and materials will be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore will act to relieve Contractor from liability under warranties contained in or implied by this Agreement. Contractor also warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by the POBH will not operate as a waiver or release.

**19.0. Attorney's Fees.** In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the prevailing party will be entitled to an award of reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

**20.0. Governing Law.** The provisions of this Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Curry County or the U. S. District Court in Medford.

**21.0. Indemnification.** Contractor agrees to indemnify, defend and hold harmless the POBH and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands (including reasonable attorney's fees and costs of suit) attributable in whole or in part to the acts or omissions of Contractor, and Contractor's officers, agents and employees, in performance of this contract.

**22.0. Insurance.** Contractor and its subcontractors must maintain insurance acceptable to the POBH in full force and effect throughout the term of this Agreement. Such insurance must cover all risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance must include provisions that such insurance is primary insurance with respect to the interests of the POBH and that any other insurance maintained by the POBH is excess and not contributory insurance with the insurance required hereunder. The policy or policies of insurance maintained by the Contractor and its subcontractors must provide at least the following limits and coverages:

- (a) **Coverages:** Contractor and its subcontractors must, at Contractor's expense, maintain during the term of this Agreement, the following insurance policy types with the following minimum coverage limits:

|  |  |
|--|--|
| Commercial General Liability Insurance       | \$1,000,000.00 Each Occurrence Limit<br>\$2,000,000.00 General Aggregate   |
| Workers Compensation                         | Per Oregon Law (ORS 656.017)   |
| Employer's Liability                         | \$500,000 per accident   |
| Comprehensive Automobile Liability Insurance | \$ 1,000,000.00 Each Occurrence CSL<br>\$ 2,000,000.00 Aggregate BI/PD<br>(including coverage for all owned, hired and non-owned vehicles) |

- (b) **Certificates of Insurance:** As evidence of the insurance coverage required by the contract, Contractor must furnish a Certificate of Insurance to the POBH prior to the commencement of work. The certificate must specify and document all of the required insurance provisions within this Agreement.
- (c) **Primary Coverage Clarification:** All parties to this Agreement hereby agree that Contractor's coverage will be primary in the event of a loss.
- (d) **Effect of Insurance:** The procuring of such required insurance may not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor will be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

**24.0. Method and Place of Giving Notice, Submitting Bills and Making Payments.** All notices, bills and payments must be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

**If to Port of Brookings Harbor:**  
 Port of Brookings Harbor  
 Attn: Port Manager  
 PO Box 848  
 16330 Lower Harbor Rd  
 Brookings, OR 97415

**If to Contractor:**  
 S-R Excavation and Paving, LLC  
 Attn: Sven Rodne  
 PO Box 5120  
 221 Alter Street  
 Brookings, OR 97415

and when so addressed, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments will be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

**25.0. Hazardous Waste.** If, as a result of performance of this Agreement, Contractor generates any hazardous wastes, Contractor will be responsible for disposal of any such hazardous wastes in compliance with all applicable federal and state requirements. Contractor must provide the POBH with documentation, including all required manifests, demonstrating proper transportation and disposal of any such hazardous wastes. Contractor agrees to defend, indemnify, and hold harmless the POBH for any disposal or storage of hazardous wastes generated pursuant to this Agreement and any releases or discharges of hazardous materials.

**26.0. Severability.** In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect and will in no way be affected or invalidated thereby.

**27.0. Complete Agreement.** This Agreement and the attached exhibits constitute the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**28.0. Waiver and Amendment.** No waiver, consent, modification, or change of terms of this Agreement may bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, will be effective only in specific instances and for the specific purpose given.

**29.0. Acknowledgment.** Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the date herein above first written.

**PORT OF BROOKINGS HARBOR  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
By: Roy Davis, Chairman

ATTEST:

\_\_\_\_\_  
Kenneth Range, Secretary

**CONTRACTOR:  
5-R Excavation and Paving, LLC**

By: \_\_\_\_\_

Name: Sven Rodne

Its: Managing Member

# ACTION ITEM - C

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**DATE:** April 16, 2019  
**RE:** Pacific Ocean Harvesters Lease  
**TO:** Board of Commissioners  
**ISSUED BY:** Gary Dehlinger, Port Manager

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## OVERVIEW

- Board requested the Port to work with Pacific Ocean Harvesters during December 18, 2018 meeting.
- Russell Burkman requested longer lease term and Section 18 language to be modified to allow his business to be transferable if he chooses to sell the business.
- New lease was drafted by Port Counsel and reviewed by Russell Burkman.

## DOCUMENTS

- Pacific Ocean Harvesters Request, 1 page
- Pacific Ocean Harvesters Lease, 21 pages

## COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve a new lease with Pacific Ocean Harvesters for 10-years with option for addition 10-years.

December 4, 2018

To: Port of Brookings

Subject: Addenda to Pacific Ocean Harvesters Lease

Board of Commissioners,

As owner of Pacific Ocean Harvesters, I would like to address my lease. Currently I am half way through my ten-year lease. In the past five years my business has grown from almost nothing to a local asset and a tourist destination. It is in the best interest of the Port of Brookings and Pacific Ocean Harvesters to keep this business going in the future. In order to secure a future here I would like to make the following changes to my lease.

- 1) Start a new lease for ten years as of the 1<sup>st</sup> of the 2019 year.
- 2) Lease to be transferable.
- 3) Option to renew lease at the end of the term, for another ten years and with the same conditions as the first term.

Please consider this proposal and get back to me as soon as possible.

Russell Burkman

541-661-7248 cell

541-251-3643 work

pacificoceanharvesters@gmail.com

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|------|-----------|-----|--------------------|
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**COMMERCIAL LEASE AGREEMENT  
PACIFIC OCEAN HARVESTERS LLC**

**DRAFT**

This lease is made and entered into at Brookings, Oregon, effective the 1st day of May, 2019, by and between the **Port of Brookings Harbor**, an Oregon municipal corporation (referred to herein as the "Landlord") and **Pacific Ocean Harvesters LLC**, an Oregon limited liability company (referred to herein as the "Tenant").

**1. Leased Premises.** Landlord hereby leases to Tenant the following described property located in the Port of Brookings Harbor on the terms and conditions stated herein:

a. A retail building and asphalt ground, approximately 2,940 square-foot of ground and building located at 16372 Lower Harbor Road, Brookings, Oregon, consisting of two thousand three hundred twenty (2,320) square feet of building, six hundred twenty (620) square feet of asphalt ground, and an additional 295 square feet of bare ground for storage of business related equipment. The property being leased is shown in Exhibits "A" & "B", attached hereto and incorporated herein by this reference (referred to herein as the "Leased Premises").

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

a. The initial term of this lease shall be for ten (10) years commencing March 1, 2019 and continuing through February 28, 2029.

b. The base rental rate for the Leased Premises shall be One Thousand Eight Hundred Seventy and 75/100 Dollars (\$1,870.75) per month, as calculated below, payable on the first day of each month commencing March 1, 2019. The base rental rate is the combined rate of:

1. The building consisting of 2,320 square feet of property at \$0.7127456 per square foot per month, for a total of One Thousand Six Hundred Fifty-three and 57/100 Dollars (\$1,653.57) per month.

2. The asphalt ground, consisting of 620 square feet of property at \$0.3065322 per square foot per month, for a total of One Hundred Ninety and 05/100 Dollars (\$190.05) per month.

3. The bare ground consisting of 295 square feet of unimproved property at \$0.0919661 per square foot per

month, for a total of Twenty-seven and 13/100 Dollars (\$27.13) per month.

- c. 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 ten (10) 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. 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. Tenant shall pay the base rent for the Leased Premises and any additional rent provided herein without deduction or offset. The base rent shall 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 shall be for the total amount of the base rent due. Base rent shall include all prior percentage increases.
- b. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant actually occupied the Leased Premises.
- c. 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. 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 the sum of \$1,830.84 Landlord may apply the security deposit to pay the cost of performing any obligation which 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 shall 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 shall 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 shall use the Leased Premises as a retail outlet for fish sales and cleaning and for no other purpose without Landlord's prior written consent. In connection with its use of the Leased Premises, Tenant shall at its 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 shall not create or maintain any nuisance or any objectionable fumes, noise, or vibrations while using the Leased Premises.
6. **Equipment.** Tenant shall install in the Leased Premises only such equipment as is customary for the intended *use* and shall 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 shall remain Tenant's property and shall be installed and operated at Tenant's expense. Any air conditioning required because of heat generating equipment or special lighting installed by Tenant shall be installed and operated at Tenant's expense.
7. **Sign.** No signs, awnings, antennas, or other apparatus shall 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 shall comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware shall be removed upon termination of this lease with the

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sign location restored to its former state unless Landlord elects to retain all or any portion thereof.

**8. Utilities and Services.** Landlord shall furnish all utilities up to the Leased Premises and Tenant shall be directly responsible for any and all electrical charges or fees for electrical service, and shall make arrangements to be billed directly from the local electric co-op (Coos-Curry Electric Cooperative, Inc.). Tenant shall 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 shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Leased Premises. Unless caused by Landlord's negligence or intentional act, interruption, limitation, curtailment, or rationing of services or utilities shall 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 shall take all reasonable steps to correct any interruption in service.

**9. Maintenance and Repair - Tenant**

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 shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord shall have no liability for interference with Tenant's use because of repairs and installations. Tenant shall 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. Repair of damage caused by negligent or intentional acts or breach by this lease by Tenant, its employees or invitees shall be at Tenant's expense.

b. Tenant shall be responsible for any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except 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 shall 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 shall 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 shall 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 shall 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 that does not meet the definition of Major Damage as provided in Section 15, with respect to the Leased Premises.

**11. Alterations.** Tenant shall 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, shall 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 shall 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 shall 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 shall 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 shall 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 shall survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

**13. Insurance.**

- a. Tenant shall carry liability insurance and fire insurance with limits of not less than Two Million Dollars (\$2,000,000) combined single limit bodily injury and property damage, for injury or death of persons and

damage to or loss or destruction of property including coverage for personal and advertising injury, operations and products completed. In addition Tenant shall secure coverage for damage to rented premises in an amount not less than \$300,000 per occurrence and medical payments of \$5,000 per person. Such insurance shall be endorsed to name the Port of Brookings Harbor (Landlord) and Landlord's agent, if any, as an additional insured and additional loss payee and shall contain a "severability of interests" provision. Such insurance shall cover the liability insured under this Lease. All coverage shall be on an occurrence basis and not on a claim made basis. All policies required by this section shall be endorsed to provide a waiver of subrogation in favor of the Port of Brookings Harbor. Tenant shall be responsible for any deductible amounts payable under all policies of insurance.

- b. Tenant shall 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 shall be endorsed to state that coverage shall 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 shall be furnished at least 14 days prior to the expiration of any policy.
- c. The insurance required herein shall 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.
- d. Landlord reserves the right to review, investigate and reject insurance companies proposed to be sued by Tenant if they are determined inadequate to provide necessary coverage's as herein specified. All insurance required by this Agreement lease to be purchased and maintained by Tenant shall be obtained from an insurance company licensed or authorized in the State of Oregon to issue the insurance policies for the limits and coverage's required herein.
- e. If Tenant's policies lapse or are canceled at any time during the term of this Contract, Landlord shall have the right to immediately terminate Tenant's lease until such insurance requirements have been fully satisfied by Tenant. Tenant shall be responsible to Landlord, and shall 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 shall 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 shall 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 shall 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, or which will cost more than twenty-five percent (25%) of the pre-damage value of the Leased Premises to repair, or which is not covered by insurance. In case of major damage, 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 shall 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, shall be the responsibility of the Tenant. Rent shall 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 shall 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 shall 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 shall 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 shall be that the portion of the Leased Premises taken shall 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 shall 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 shall belong to Landlord, and Tenant shall have no claims against Landlord or the condemnation award because of the taking.

18. **Assignment and Subletting.** This lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant shall 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 shall apply to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this lease and no consent to one assignment or subletting shall be deemed consent to any further assignment or subletting. Landlord shall 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 shall 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 shall 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 shall be satisfied if Tenant commences correction 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 Section 18 above.
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 shall 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 and 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 shall 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 shall include an amount equal to rent lost because of the default, 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 shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages

shall 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 which Tenant has failed to perform, in which case Landlord shall 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 shall not waive Tenant's default.

21. **Regulations.** Landlord shall have the right (but shall not be obligated) 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 shall 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 shall have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord shall 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 shall 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 shall 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 shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.

24. **Subordination.** This lease shall 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 shall 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 shall 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 shall 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) shall 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 shall 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. Unresolved good faith disputes between Landlord and Tenant shall be resolved pursuant to mandatory binding arbitration as provided herein.
- 27. Attorney's Fees.**
- a. In the event, any action, suit, arbitration or other proceeding shall be 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, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the court or arbitrator(s). In addition to recovery of a reasonable attorney's fees, the prevailing party shall be entitled to recover from the other party costs and disbursements, including all costs of arbitration and the arbitrator(s) fees, and expert witness fees, as fixed by the court or tribunal in which the case is heard.
  - b. In the event, any such action, suit, arbitration or other proceeding is appealed to any higher court or courts, the prevailing party shall recover from the other a reasonable attorney fee for prosecuting

or defending such appeal or appeals, in addition to the reasonable attorney fees in the lower court, or courts, or arbitration proceeding, such fee to be determined by the appellate court or lower court or arbitrator, as the appellate court may determine. In addition to recovery of a reasonable attorney fee on appeal, the prevailing party shall be entitled to recover from the other costs and disbursements and expert witness fees as fixed by the appellate court. All costs and disbursements which may be awarded pursuant to this paragraph shall bear interest at the maximum legal rate from the date they are incurred until the date they are paid by the losing party.

28. **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all material terms of this lease, it shall be entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord shall 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 shall not be 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 shall 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 shall 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" shall include 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, shall 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 shall 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 shall prevent 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.
36. **Parking.** Landlord reserves the right to reassign parking spaces provided to Tenant at any time during the period of this lease with thirty (30) days written notice to Tenant and Tenant's consent, which shall not be unreasonably withheld.
37. **Arbitration.**
  - a. Any controversy or claim arising out of or relating to this lease, including, without limitation, the making, performance or interpretation of this lease, shall be settled by arbitration in Curry County, Oregon, and any judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.
  - b. Any party asserting a claim arising out of or relating to this lease may make a written demand for arbitration. In this event, the parties shall agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election

to arbitrate, either party may request that the selection of an arbitrator be made by a Judge of the Circuit Court of the State of Oregon for Curry County. The dispute shall be heard by the arbitrator selected within 90 days thereafter, unless the parties agree otherwise.

- c. The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. In the event of arbitration under the provisions of this Lease, the prevailing party shall be awarded reasonable attorney fees and related costs.
- d. If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and judgment so the award may be entered in any court having jurisdiction over the parties. The parties agree that all facts and other information relating to any arbitration arising under this contract shall be kept confidential to the fullest extent permitted by law.
- e. The parties agree that the arbitrator shall have no jurisdiction to render an award and/or judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a judgment may be entered on the arbitrator's award. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. The duty to arbitrate shall survive the cancellation or termination of this lease.
- f. Service of process in connection therewith shall be made by certified mail. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate and the failure of one Party to comply with that agreement, and those issues shall be determined summarily by the court without a jury. All other issues shall be decided by the arbitrator, whose decision thereon shall be final and binding. There may be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.
- g. Neither party shall institute any legal proceeding against the other

to enforce any right hereunder or for breach hereof, except that either party may institute litigation (i) to enforce its rights of arbitration hereunder (ii) to confirm and have judgment entered upon any arbitration award issued hereunder, and (iii) to stay the running of any statute of limitation or prevent any other occurrence (including, without limitation, the passage of time) which would constitute laches, estoppel, waiver or any other such legal consequence that suit is necessary to avoid, provided, however, that neither party shall pursue litigation under item (iii) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section.

- h. If any dispute between the parties arises from or in connection with any claim of litigation initiated by any third party (either as claimant, plaintiff, counterclaimant, or defendant/third party plaintiff), then, unless the parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section may at the option of either party be deferred until the resolution of that third-party claim or litigation, provided, however that in the event of any such dispute in connection with a claim or litigation so initiated by a third party, either party may at any time initiate arbitration under this Section 37 to determine prospective liability between the parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence shall be subject to mandatory arbitration hereunder upon the demand of either Party. In the event Landlord is made a party to such claim or litigation so initiated by a third party, Landlord shall select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or litigation, regardless of whether Landlord is required to, or in fact does, initiate a crossclaim, counterclaim, or third-party claim under subclause (iii) of subsection (g) above, and regardless of Tenant's indemnity obligations under Section 9 above.
- i. The duty to arbitrate shall survive the cancellation or termination of this lease.



**DRAFT**

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,<br/>Landlord</b>   | <b>PACIFIC OCEAN HARVESTERS LLC<br/>Tenant</b>   |
| Dated: _____  | Dated: _____   |
| By: _____<br>Board Chairman Roy Davis<br><br>ATTEST:<br><br>_____<br>Board Secretary Kenneth Range      | By: _____<br><br>Name: Russell Burkman<br>Its: President / Member                              |
| Mailing Address:<br>P.O. Box 848<br>Brookings, OR 97415<br><br>Phone: 541-469-2218<br>Fax: 541-359-3999 | Mailing Address:<br>292 Winchuck Rd<br>Brookings, OR 97415<br><br>Phone: 541-251-3643<br>Fax : |

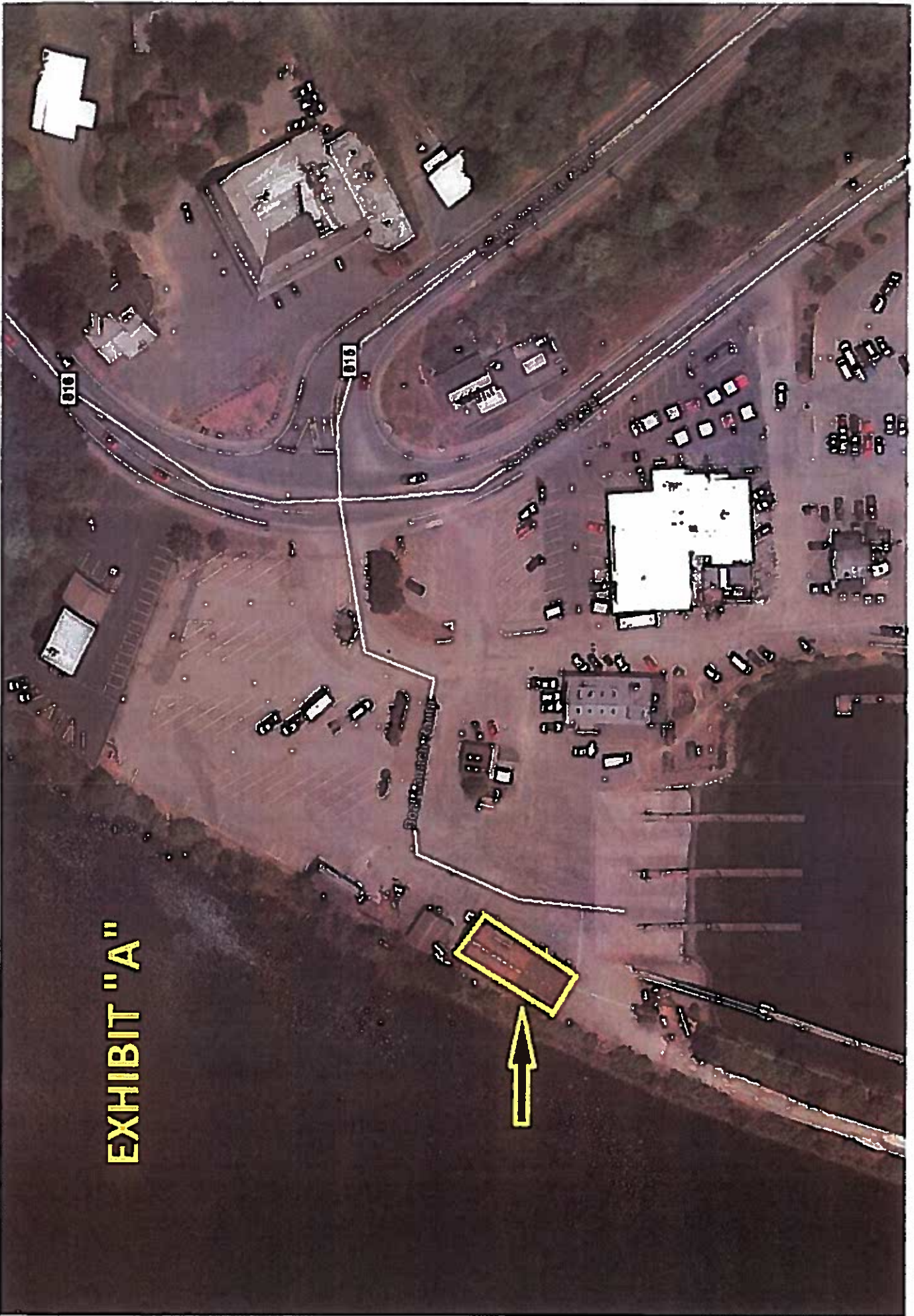
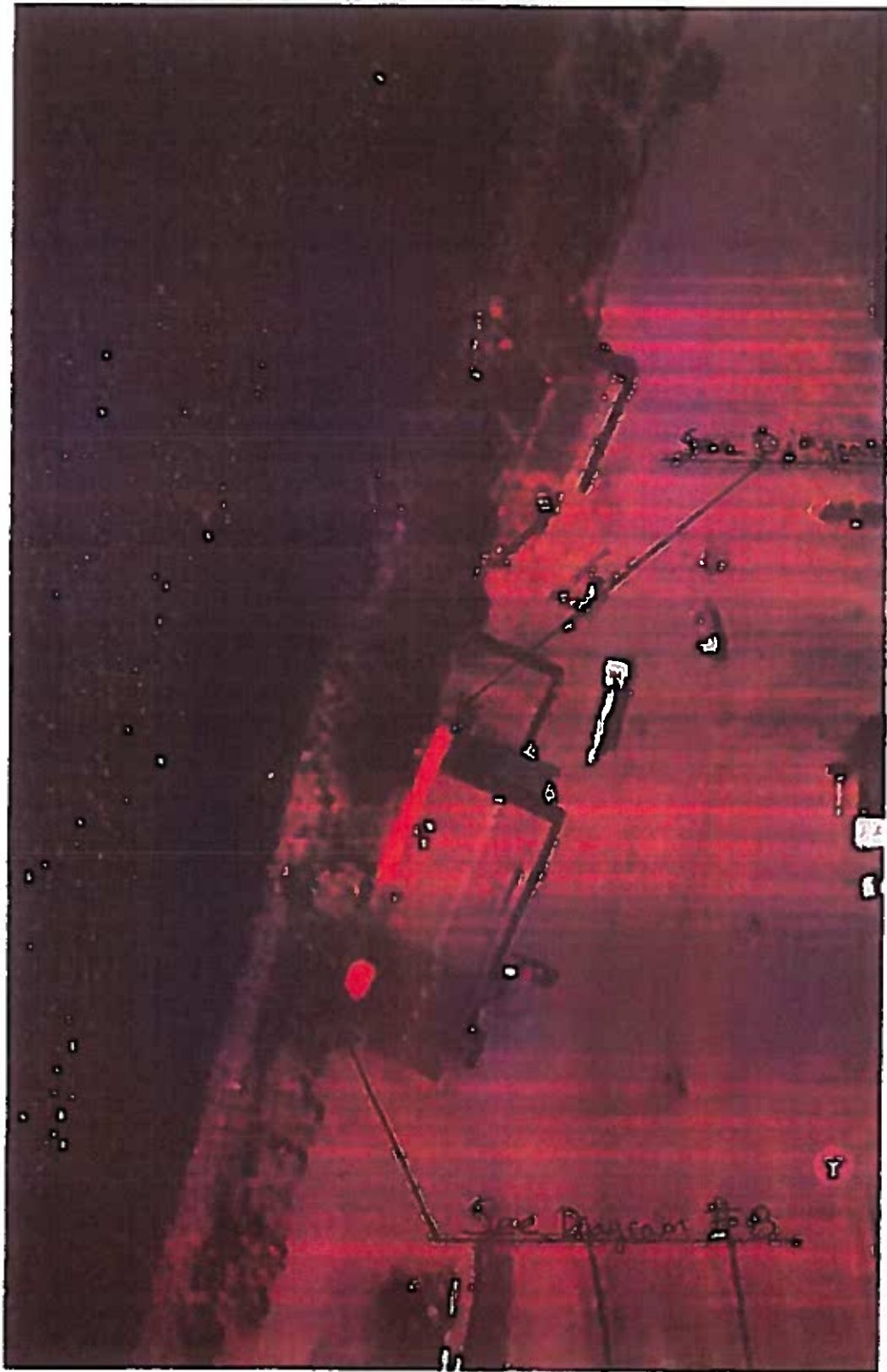


EXHIBIT "A"



See Diagram #9

KEY

● - Dist

● - Pavement

See Diagram #8

#8

Existing Gate ↑

To be moved 14' up River ↓

← Boat Ramp

Down River ↑

New Gate Position ↓

POH Building  
FRONT RETAIL

Pavement 14x5' @ .30 per sq'  
70' sq

Not To Scale

Pavement 1x10' @ .30 sq'  
10' sq

Dirt 13x7' @ .09 per sq'  
91' sq

See Pictures #7

● = Dirt @ .09 sq'

● = Pavement @ .30 sq'

Root Line

Pavement 12' x 7 1/2'  
@ .30 per sq'  
90' sq

EXHIBIT B  
NOT TO SCALE

#9

PORTS BUILDING

● = Dirt @ .09 sq'

■ = Pavement @ .30 sq'

Down River

Pavement 30' x 15' @ .30 sq'  
450' sq'

New Gate  
Chain links  
with visual  
slats  
art pick color

Broken Pavers  
6' x 3 1/2' @ .09  
204' sq'

Roller Door

See Pictures  
#1-6

To Best Ramp

Roof  
Poth Back Shop

## ACTION ITEM – D

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**DATE:** April 16, 2019  
**RE:** Service Agreement for Port Security  
**TO:** Board of Commissioners  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Request for Proposals on Port Security was advertised for 30 days on Port website and in the local newspaper. 10 RFP's were picked up from the Port Office, but the Port received only one proposal from South Coast Knight Security.
- Port Counsel provided the Service Agreement for Port use.
- Requesting 2-year contract with South Coast Knight Security.
- Compensation Section 3.01 has two options:
  - 1) Option 1, 4-hour coverage between 10pm and 7am at \$4,256 per month.
  - 2) Option 2, 2-hour coverage between 10pm and 7am at \$2,738 per month.
- Port is currently paying South Coast Knight Security \$2,000 per month for 2-hour coverage between 10pm and 4am.
- During March 19, 2019 Commissioner Meeting, the Board requested more information from other Ports security programs. Board recommended to visit Crescent City Harbor to find out how their security department functions.
- Visited Crescent City Harbor, Harbormaster provided budget information on their security department and how they operate. They observe and report. Any issues are reported to the County Sheriff. Response time is generally good. Harbormaster would prefer to have a professional security company providing the service. Security department has 6 part-time and 1 full-time employees.
- Port of Newport has a service agreement with a security company.
- Port of Garibaldi has their own code enforcer.
- Port of Coos Bay (Charleston Marina) has their own security department.
- Port of Salmon Harbor has a service agreement with a security service.
- Port of Astoria has their own security department.

### DOCUMENTS

- Other Ports Security Information, 1 page
- Crescent City Harbor District Security 2018 Cost, 1 page
- Draft Service Agreement, 6 pages
- Port Security RFP, 2 pages
- South Coast Knight Security Proposal, 3 pages

85

- Resolution No. \_\_\_\_\_ Adopting Service Agreement for Port Security, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve Option No. \_\_\_\_\_ for compensation in the Service Agreement and to accept South Coast Knight Security as Port Security for two years from the signed agreement.

April 8, 2019 at 3:15 pm

#### Astoria

- Security: In house, all questions were to be directed to security's number. Has (2) fulltime day time employees, (4) part time night, and (8-10) on call. Unarmed, depending on the situation depends on if they call law enforcement or not.

#### Garibaldi

- Security: In house, title: code enforcer. Comes in at random hours throughout the day and night, checks security camera's, helps with any "problem" vessels or if any notice's need to be placed.
- Insurance: requirement for all vessels even for a day.

#### Salmon Harbor

- Security: contracted out
- Insurance: Commercial vessel are on their own, it is suggested to have it but not required. Recreational now is required if staying for a month plus to have some type of minimum boaters' insurance. Guides and Charters must have \$500,000.

#### Charleston 4:10 no answer

- Insurance:



## Crescent City Harbor District Payroll Summary January through December 2018

TOTAL

| Seven (7) Security Officers                  | Hours           | Jan - Dec 18         |
|--|-----------------|----------------------|
| <b>Employee Wages, Taxes and Adjustments</b> |                 |                      |
| <b>Gross Pay</b>                             |                 |                      |
| Double-time hourly                           | 1.00            | 34.00                |
| Hourly                                       | 2,962.27        | 88,753.78            |
| Hourly Comp Time Used                        | 0.00            | 0.00                 |
| Hourly Holiday Float                         | 0.00            | 392.40               |
| Hourly Holiday Pay                           | 0.00            | 615.76               |
| Hourly Overtime                              | 30.75           | 1,408.42             |
| Hourly Retro Pay                             | 114.50          | 178.28               |
| Hourly Sick Pay                              | 48.00           | 1,996.02             |
| Hourly Vacation Pay                          | 0.00            | 1,966.59             |
| Hourly Working Holiday Pay                   | 0.00            | 34.52                |
| Hourly2                                      | 1.50            | 106.56               |
| <b>Total Gross Pay</b>                       | <b>3,158.02</b> | <b>\$ 95,486.33</b>  |
| <br>   |                 |                      |
| Uniforms (x7)                                | 157.00 ea       | \$ 1,100.00          |
| Guard Cards (x7)                             | 269.85 ea       | \$ 1,888.85          |
| Life Vests (x7)                              | \$99.80 ea      | \$ 698.60            |
| Basic First Aid & CPR Classes                | \$50.00 ea      | \$ 350.00            |
| <b>Total</b>                                 |                 | <b>\$ 4,037.45</b>   |
| <br>   |                 |                      |
| Vehicle One (1) Purchased 6/18               | \$ 6,500.00     | \$ 6,500.00          |
| Gasoline (Est'd at \$3.55 per gal.)          | \$2,677.00      | \$2,677.00           |
| Maintenance: Oil, Parts etc.                 | \$500.00        | \$500.00             |
| Vehicle Insurance                            | \$1,462.00      | \$1,462.00           |
| <b>Total Vehicle</b>                         |                 | <b>\$ 11,139.00</b>  |
| <br>   |                 |                      |
| <b>TOTAL:</b>                                |                 | <b>\$ 110,662.78</b> |

**Port of Brookings Harbor  
Agreement for Security Services**

This Agreement for Security Services ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Port of Brookings Harbor, an Oregon special district, herein referred to as "POBH" and South Coast Knight Security, LLC, an Oregon limited liability company, herein referred to as "Contractor."

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, the parties agree as follows:

**1.0. Effective Date and Duration.** This Agreement will become effective upon its execution by the POBH and will expire, unless otherwise terminated or extended, two years from the date of its execution. Upon the expiration of its two-year term, this Agreement may be extended for an additional term of one-year upon agreement of the parties. If an extension is not executed prior to the expiration of the Agreement, the parties may agree to continue the Agreement on a month to month basis for up to six months.

**2.0. Scope of Services.** Contractor's services under this Agreement consist of the following (the "Work"):

- A. Daily operations include, but not limited to the following:
  - i. Provide nightly security patrol of all Port docks, parking lots, RV Park, shipyard and all leased property within the Port complex.
  - ii. Insure and enforce proper parking of vehicles, RV's, campers, travel trailers or any other vehicle.
  - iii. Enforce all Port ordinances and policies as required by Port Authority.
  - iv. Provide assistance to the general public.
  - v. Provide and obtain assistance to all local law enforcement and emergency services personnel as needed.
  - vi. Lock restrooms at 10:00 pm and reopen them at 7:00 am (four restroom facilities).
  - vii. Lock RV Park gate at 10:00 pm and reopen it at 7:00 am.
- B. Provide properly trained and uniformed personnel to perform the above operations.
- C. Provide a clearly and properly marked vehicle for patrol.
- D. Provide the necessary communications equipment.
- E. Provide additional security during special events for Port properties (event planners must provide their own security).
- F. Hours of security patrol are 10:00 pm to 7:00 am, seven days a week.
- G. Report directly to the Harbormaster by means of daily shift reports and occurrence reports.

**3.0. Compensation & Billing.**

- 3.01. Compensation.** Contractor will be compensated on an hourly basis for services rendered as follows:
  - o \$35 per hour (4 hour minimum per shift)

- o \$45 per hour for (1 hour minimum for call-outs or requests for additional service)

**3.02. Invoicing.** Contractor must submit monthly invoices based on work completed. POBH will pay Contractor within 30 days of receipt of invoice. If there is a dispute as to one or more line items on the invoice, POBH will pay the undisputed portion within 30 days of receipt. The parties will exercise good faith and diligence in the resolution of any disputed invoice amounts and POBH will pay promptly upon resolution of the dispute.

**4.0. Licensing and Certification.** Contractor is required to maintain, at its own expense, all license and certifications required by the State of Oregon to perform services under this Agreement, specifically including, but not limited to, Security Guard Training and Security Manager License Certification.

**5.0. Status of Contractor as Independent Contractor.** Contractor certifies that:

- A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and will be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of the POBH, is not entitled to benefits of any kind to which an employee of the POBH is entitled and is solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of the POBH for any purpose, the POBH will be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from the POBH or third party) as a result of said finding and to the full extent of any payments that the POBH is required to make (to Contractor or to a third party) as a result of said finding.
- B. The undersigned Contractor hereby represents that no employee of the POBH, or any partnership or corporation in which a POBH employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- C. If this payment is to be charged against Federal funds, Contractor certifies that he or she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.
- D. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- E. Contractor is not an officer, employee, or agent of the POBH as those terms are used in ORS 30.265.

**6.0. Early Termination.**

**6.01. Mutual Consent.** This Agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties.

**6.02. For Cause by POBH.** The POBH may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by the POBH, under any of the following conditions:



- A. If due to budgetary considerations, the POBH decides to cease contracting for security services;
  - B. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed;
  - C. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor; or
  - D. If Contractor's performance under this Agreement is not to the satisfaction of the POBH, then POBH shall give written notice and 14 days opportunity to cure the deficiency identified. If the deficiency is not cured within that time, then this Agreement may be terminated upon written notice to Contractor.
- 6.03. No Prejudice.** Any such termination of this Agreement under paragraph 5.02 will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 6.04 Remedies Not Exclusive.** The rights and remedies of the POBH provided herein related to defaults (including breach of contract) by Contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. If the POBH terminates this Agreement, Contractor will be entitled to receive as full payment for all services rendered and expenses incurred up to the date of termination.

**7.0. Access to Records.** Contractor will grant the POBH access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

**8.0. Anti-Discrimination.** Contractor must not discriminate in the employment and treatment of employees based upon their race, color, religion, sex or national origin.

**9.0. Insurance.** Contractor and its subcontractors must maintain insurance acceptable to the POBH in full force and effect throughout the term of this Agreement. The policy or policies of insurance maintained by the Contractor and its subcontractors must provide at least the following limits and coverages:

**9.01. Coverages.** Contractor and its subcontractors must, at Contractor's or subcontractor's expense, and keep in effect during the term of this Agreement, the following insurance with the following minimum coverage amounts:

|  |   |
|--|---|
| Commercial General Liability Insurance       | \$1,000,000.00 Each Occurrence Limit BI/PI/PD<br>\$2,000,000.00 General Aggregate                       |
| Worker's Compensation Insurance              | \$500,000   |
| Comprehensive Automobile Liability Insurance | \$ 1,000,000.00 Each Occurrence CSL<br>(including coverage for all owned, hired and non-owned vehicles) |



- 9.02. **Additional Insured Provision.** The POBH, its elected and appointed officers, agents, and employees must be added as additional insureds with respect to this Agreement. All Liability Insurance policies must be endorsed to show this additional coverage.
- 9.03. **Insurance Carrier Rating.** Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the POBH. The POBH reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9.04. **Certificates of Insurance.** As evidence of the insurance coverage required by the contract, Contractor must furnish a Certificate of Insurance to the POBH. No contract will be effective until the required certificates have been received and approved by the POBH. The certificate will specify and document all of the required insurance provisions within this Agreement. A renewal certificate must be sent to the POBH 10 days prior to coverage expiration.
- 9.05. **Primary Coverage Clarification.** All parties to this Agreement hereby agree that Contractor's coverage will be primary in the event of a loss.
- 9.06. **Notice of Cancellation.** Contractor's insurance policies must contain provisions that such policies may not be canceled or their limits of liability reduced without thirty (30) days prior notice to POBH. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of POBH, in lieu thereof, a certificate in form satisfactory to POBH certifying to the issuance of such insurance shall be forwarded to the POBH Authorized Representative prior to the commencement of work.
- 9.07. **Effect of Insurance.** The procuring of such required insurance may not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor will be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

**10.0. Method and Place of Giving Notice, Submitting Bills and Making Payments.** All notices, bills and payments must be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

**Port of Brookings Harbor**  
 Attn: Port Manager  
 PO Box 848  
 16330 Lower Harbor Rd  
 Brookings, OR 97415

**South Coast Knight Security, LLC**  
 Attn: Thomas Sorrentino  
 16340 Lower Harbor Rd, Ste 1 #271  
 Harbor, OR 97415

and when so addressed, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments will be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

**11.0. Compliance with Public Contract Laws.** Contractor will observe all applicable state and local laws pertaining to public contracts. ORS Chapter 279 requires every public contract to contain certain provisions. Pursuant to ORS 279, the following provisions are part of this contract, as applicable, including without limitation the following:



**11.01. Compliance with Tax Laws.** Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Agreement. Contractor understands that Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before execution of this Agreement or during the term of this Agreement is a default for which POBH may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

**11.02. Compliance with Payment Provisions.** Contractor is required to:

- (a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Agreement.
- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

**11.02. Compliance with Wage and Hour Laws.** ORS 279B.235 is hereby incorporated by reference as though set forth in full. Contractor agrees to abide by ORS 279B.235, as applicable.

**12.0. Nonwaiver.** The failure of the POBH to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder may not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

**13.0. Assignment.** The Contractor must not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the POBH Board of Commissioners.

**14.0. Severability.** In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect and will in no way be affected or invalidated thereby.

**15.0. Amendment.** No consent, modification, or change of terms of this Agreement may bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, will be effective only in specific instances and for the specific purpose given.

**16.0. Attorney's Fees.** In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the prevailing party will be entitled to an award of reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

**17.0. Governing Law.** The provisions of this Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under



this Agreement must be brought in the Circuit Court of Curry County or the U. S. District Court in Medford.

**18.0. Complete Agreement.** This Agreement and the attached exhibits, constitute the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**19.0. Acknowledgment.** Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF,** the POBH has caused this agreement to be executed by its duly authorized undersigned officer and the Contractor has executed this agreement on the date herein above first written.

**PORT OF BROOKINGS HARBOR  
BOARD OF COMMISSIONERS**

**CONTRACTOR:  
SOUTH COAST KNIGHT SECURITY, LLC**

\_\_\_\_\_  
By: Roy Davis, Chairman

By:  
\_\_\_\_\_  
Name: Thomas Sorrentino  
Its: Member / Owner

ATTEST:

\_\_\_\_\_  
Kenneth Range, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Martha D. Rice, Legal Counsel





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## **PORT SECURITY**

# **REQUEST FOR PROPOSALS**

### **DUE February 15, 2019**

1. Daily operations must include, but not limited to the following:
  - a. Provide nightly security patrol of all Port docks, parking lots, RV Park, shipyard and all leased property within the Port complex.
  - b. Insure and enforce proper parking of vehicles, RV's, campers, travel trailers or any other vehicle.
  - c. Enforce all Port ordinances and policies as required by Port Authority.
  - d. Provide assistance to the general public.
  - e. Provide and obtain assistance to all local law enforcement and emergency services personnel as needed.
  - f. Lock restrooms at 10 pm and reopen at 4am (four restroom facilities).
  - g. Lock RV Park gate at 10 pm and reopen at 7 am.
2. Provide properly trained and uniformed personnel to perform the above operations.
3. Provide a clearly and properly marked vehicle for patrol.
4. Provide the necessary communications equipment.
5. Provide additional security during special events for Port properties (Event planners must provide their own security).
6. Hours of security patrol are 7 pm to 7 am, seven days a week.
7. Report directly to the Harbormaster by means of daily shift reports and occurrence reports.

#### **Request for Proposals**

Proposals must be submitted to the Port Office located at 16330 Lower Harbor Road, Brookings Oregon on or before 4:00 p.m. on February 15, 2019.

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





# **PORT SECURITY**

## **REQUEST FOR PROPOSALS**

**DUE February 15, 2019**

### **ADDENDUM NO. 1**

#### **1. Insurance Requirements**

Insurance on an occurrence basis, with a general liability limit of not less than \$1,000,000 per occurrence and aggregate limit of not less than \$2,000,000 for each occurrence of bodily injury, personal injury and property damage.

##### **Auto Liability**

Auto liability limits shall be no lower than \$1,000,000

##### **Workers Compensation**

Workers Compensation insurance of no less than \$500,000

##### **Certificate Of Insurance**

A certificate of insurance shall be provided showing all required limits on an occurrence form.

**The Port of Brookings Harbor, its managers and affiliates shall be listed as an additional insured.**

#### **2. Security Guard Training and Security Manager License Certification as required by State of Oregon.**

#### **Request for Proposals**

Proposals must be submitted to the Port Office located at 16330 Lower Harbor Road, Brookings Oregon on or before 4:00 p.m. on February 15, 2019.

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



# South Coast Knight Security, LLC



**SECURITY BID  
FOR THE  
PORT OF BROOKINGS-HARBOR**

**South Coast Knight Security LLC**  
Office: 1-541-592-9021  
Patrol/Alarm/Emergency: 1-541-592-9352  
16340 Lower Harbor Rd. Suite 1 #271  
Harbor, OR 97415  
Email: scks.patrol@gmail.com

February 15, 2019

Mr. Gary Dehlinger

Port Manager

Port of Brookings-Harbor

16340 Lower Harbor Rd.

Brookings, OR. 97415

Dear Mr. Dehlinger:

It is with great honor that we submit this new proposal for security services for the Port of Brookings-Harbor. We hope that this may be a great re-start of a past relationship that will be beneficial to your team, customers and the public.

South Coast Knight Security, LLC (S.C.K.S.) is a trusted security agency in Curry County with a reputation for effective security solutions and the use of the latest technology in the protection of life and property. We have a portfolio of completed and on-going projects with predominantly commercial properties. We think that your project is well suited for us as it has been in the past.

South Coast Knight Security, LLC is a licensed and insured security provider through the Oregon Department of Public Safety Standards and Training (DPSST). All S.C.K.S. employees are licensed Un-Armed Private Security Professionals through DPPST.

South Coast Knight Security, LLC respectfully requests that you study our proposal. We are extremely interested in having a relationship with the Port of Brookings-Harbor for many years to come. We very much hope that you re-consider South Coast Knight Security, LLC's team to provide excellent services for all parties involved.

**South Coast Knight Security, LLC**  
Office: 1-541-592-9021  
Patrol/Alarm/Emergency: 1-541-592-9352  
16340 Lower Harbor Rd. Suite 1 #271  
Harbor, OR 97415  
Email: scks.patrol@gmail.com

**Based on our experience and understanding of your needs, we developed this proposal for P.O.B.H.:**

- S.C.K.S. will provide 1 Officer 7 days a week between the hours of 7:00pm to 7:00am
- S.C.K.S. can provide boat inventorying once a night if we provide Four or more hours a night
- S.C.K.S. will provide an on-call Supervisor 24/7. The Supervisor will do spot checks and back up the Officer as needed (as it is our policy that we respond with a 2 Officer response other than minor offences. As well as a female Officer for any sensitive female contacts.)
- Every S.C.K.S. employee has a company phone that has SilverTrac APP on it. Which provides you a 24hour access of our Officer's Daily Log and much more.
- S.C.K.S. can provide a phone number for strictly for the port to give out to contact SCKS officer on Duty during 7:00pm – 7:00am.
- S.C.K.S. also has the ability to be in Vhf Radio contact with Boaters on channel 12.

**\*\*\* SCKS can provide these services at \$45 a hour with a three hour minimum per shift. Each additional hour per-shift would be billed at \$25 a hour. After hour call outs will be billed at \$45 a hour with a hour minimum (if officer is available) \*\*\***

**Training:** All Officers will be trained on The Port Ordinance's that we enforce and as well as requested duties within the property. Example of requested duties: Power shut off, water shut off, alarm resets, etc. Some of our Officers are Certified Emergency First Responders and members of Harbor Fire Department. All Officers are CPR/First Aid Certified. All Officers have worked for previous Security Companies. As well as The Port of Brookings-Harbor property. Officers attend a monthly training on people skills, handcuffing, Taser, self-deference, etc. all of which is taught by various sources. All Officers must recertify every 2 years through DPSST.

Sincerely,



Thomas Sorrentino

Executive Manager

**South Coast Knight Security, LLC**

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF BROOKINGS  
HARBOR AUTHORIZING SERVICE AGREEMENT WITH SOUTH COAST KNIGHT  
SECURITY**

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

**WHEREAS**, the Board of Commissioners of the Port of Brookings Harbor now finds that it is necessary to continue providing security for Port properties; and

**WHEREAS**, Port Resolution No. 368 Rules and Procedures for Public Contracting set forth the applicable procedures for the award of service contracts.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the Port of Brookings Harbor hereby authorizes the award of a service contract for security of Port properties pursuant to the Port's services and goods procedures.

**APPROVED and ADOPTED**, and made effective the same day, by the Board of Commissioners of the Port of Brookings Harbor and made effective this \_\_\_\_\_ day of April 2019.

\_\_\_\_\_  
Roy C. Davis, President, Board of Commissioners

ATTEST:

\_\_\_\_\_  
Joe Speir, Secretary, Board of Commissioners

## **ACTION ITEM – E**

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**DATE:** April 16, 2019  
**RE:** Service Agreement for EMC-Engineers  
**TO:** Board of Commissioners  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Jack Akin-EMC Engineers/Scientists has provided engineering services for the Port since 2011 mostly through OEM/FEMA projects. EMC has provided other engineering services as directed by Port Managers throughout the years. Jack Akin has extensive knowledge of the Port's infrastructure and is valuable benefit to achieve the future of this Port.
- Port Public Contracting Procedures allows for direct appointment of architects and engineers if the amount of the services is under \$50,000.
- Port Counsel provided the attached service agreement.

### DOCUMENTS

- Draft Service Agreement, 6 pages

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve service agreement with EMC-Engineers/Scientists, LLC to provide engineering services to the Port of Brookings Harbor in the amount not to exceed \$50,000.

**Port of Brookings Harbor  
Agreement for Professional Services**

This Agreement for Professional Services ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Port of Brookings Harbor, an Oregon special district, herein referred to as "POBH" and EMC-Engineers/Scientists, LLC, an Oregon limited liability company, herein referred to as "Contractor."

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, the parties agree as follows:

**1.0. Effective Date and Duration.** This Agreement will become effective upon its execution by the POBH and will expire \_\_\_\_\_, unless otherwise terminated or extended.

**2.0. Scope of Services.** Contractor's services under this Agreement consist of the following (the "Work"):

**2.01. Services.** Contractor will assist in FEMA and other government (federal, state and local) funding applications, including design and technical aspects, and other work as decided by the Port Manager. This may include preliminary designs, assessments and other duties that are elements of sought-for funding, and include various projects described as landslide and slope stability, dock systems, dredging, concrete pad and receiving docks, including elevation and plan siting, fill specs, RFP and contractor selection; drawing specification and review; slope determination and stability assurance; on-site project management and final inspections. Time will be charged for one engineer, and includes travel, communications with construction professionals, and with POBH, and report letter summarizing findings.

**2.02. Documents.** All documents including Drawings and Specifications prepared or furnished by Contractor (or Contractor's independent professional associates and consultants) pursuant to his Agreement are instruments of service in respect of the Project and Contractor and shall retain an ownership and property interest herein whether or not the Project is completed. POBH may make and retain copies for information and reference in connection with the use and occupancy of the Project by POBH and others. However, such documents are not intended or represented to be suitable for reuse by POBH or others on extension of the Project or any other project. Any reuse, without written verification or adaptation by Contractor for the specific purpose intended, will be at POBH's sole risk and without liability or legal exposure to contractor (or Contractor's independent professional associates or consultants), and POBH shall indemnify and hold harmless Contractor (and Contractor's independent professional associates and consultants) from all claims, damages losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Contractor to further compensation at rates to be agreed upon by POBH and Contractor.

**2.03. Information Provided by Others.** POBH shall provide Contractor such information as is available to POBH with respect to the work and Contractor shall be entitled to rely on the accuracy and completeness thereof. POBH recognizes it is not possible for Contractor to insure the accuracy, completeness, and sufficiency of such information if Contractor was not

retained to verify the information POBH is providing. Accordingly, POBH agrees, to the fullest extent permitted by law, to indemnify and hold Contractor, its officers, agents and employees harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by POBH to Contractor.

**2.04. Opinions of Cost.** Since Contractor has no control over the cost of labor, materials, equipment or services furnished by others, or over the construction contractors' methods of determining prices, or over competitive bidding or market conditions, Contractor's opinion of probable Total Project Costs and Construction Costs provided for as part of the Work are to be made on the basis of Contractor's experience and qualifications and represent Contractor's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Contractor cannot and does not guarantee that proposals, bids, or actual Total Project of Construction Costs will not vary from opinions of probable cost prepared by Contractor.

### **3.0. Compensation & Billing.**

**3.01. Compensation.** Contractor will be compensated on a time and materials basis, not to exceed \$ [REDACTED] in accordance with Exhibit A, attached hereto and incorporated herein by this reference, **except** that hourly rates for project engineering and design engineering are reduced to \$100/hr, due to the long-standing relationship between the POBH and Contractor.

**3.02. Invoicing.** Contractor must submit monthly invoices based on work completed. POBH will pay Contractor within 30 days of receipt of invoice. If there is a dispute as to one or more line items on the invoice, POBH will pay the undisputed portion within 30 days of receipt. The parties will exercise good faith and diligence in the resolution of any disputed invoice amounts and POBH will pay promptly upon resolution of the dispute.

**4.0. Licensing and Certification.** Contractor is required to maintain, at its own expense, all license and certifications required by the State of Oregon to perform services under this Agreement.

**5.0. Status of Contractor as Independent Contractor.** Contractor certifies that:

- A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and will be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of the POBH, is not entitled to benefits of any kind to which an employee of the POBH is entitled and is solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of the POBH for any purpose, the POBH will be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from the POBH or third party) as a result of said finding and to the full extent of any payments that the POBH is required to make (to Contractor or to a third party) as a result of said finding.
- B. The undersigned Contractor hereby represents that no employee of the POBH, or any partnership or corporation in which a POBH employee has an interest, has or will receive





- any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- C. If this payment is to be charged against Federal funds, Contractor certifies that he or she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.
  - D. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
  - E. Contractor is not an officer, employee, or agent of the POBH as those terms are used in ORS 30.265.

**6.0. Early Termination.**

**6.01. Mutual Consent.** This Agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties.

**6.02. For Cause by POBH.** The POBH may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by the POBH, under any of the following conditions:

- A. If due to budgetary considerations, the POBH decides to terminate the Agreement;
- B. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed;
- C. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor; or
- D. If Contractor's performance under this Agreement is not to the satisfaction of the POBH, then POBH shall give written notice and 14 days opportunity to cure the deficiency identified. If the deficiency is not cured within that time, then this Agreement may be terminated upon written notice to Contractor.

**6.03. No Prejudice.** Any such termination of this Agreement under paragraph 5.02 will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**6.04 Remedies Not Exclusive.** The rights and remedies of the POBH provided herein related to defaults (including breach of contract) by Contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. If the POBH terminates this Agreement, Contractor will be entitled to receive as full payment for all services rendered and expenses incurred up to the date of termination.

**7.0. Access to Records.** Contractor will grant the POBH access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.



**8.0. Insurance.** Contractor and its subcontractors must maintain insurance acceptable to the POBH in full force and effect throughout the term of this Agreement. The policy or policies of insurance maintained by the Contractor and its subcontractors must provide at least the following limits and coverages:

**8.01. Coverages.** Contractor and its subcontractors must, at Contractor's or subcontractor's expense, and keep in effect during the term of this Agreement, the following insurance coverage with the following minimum policy limits:

|                              |   |
|------------------------------|---|
| Commercial General Liability | \$1,000,000.00 Each Occurrence Limit BI/PI/PD<br>\$2,000,000.00 General Aggregate                       |
| Worker's Compensation        | Per Oregon Law (ORS 656.017)  |
| Comprehensive Automobile     | \$ 1,000,000.00 Each Occurrence CSL<br>(including coverage for all owned, hired and non-owned vehicles) |
| Professional Liability / E&O | \$1,000,000.00 Each Occurrence<br>\$2,000,000.00 Aggregate per year                                     |

**8.02. Additional Insured Provision.** The POBH, its elected and appointed officers, agents, and employees must be added as additional insureds with respect to this Agreement. All Liability Insurance policies must be endorsed to show this additional coverage.

**8.03. Insurance Carrier Rating.** Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the POBH. The POBH reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

**8.04. Certificates of Insurance.** As evidence of the insurance coverage required by the contract, Contractor must furnish a Certificate of Insurance to the POBH. No contract will be effective until the required certificates have been received and approved by the POBH. The certificate will specify and document all of the required insurance provisions within this Agreement. A renewal certificate must be sent to the POBH 10 days prior to coverage expiration.

**8.05. Primary Coverage Clarification.** All parties to this Agreement hereby agree that Contractor's coverage will be primary in the event of a loss.

**8.06. Notice of Cancellation.** Contractor's insurance policies must contain provisions that such policies may not be canceled or their limits of liability reduced without thirty (30) days prior notice to POBH. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of POBH, in lieu thereof, a certificate in form satisfactory to POBH certifying to the issuance of such insurance shall be forwarded to the POBH Authorized Representative prior to the commencement of work.

**8.07. Effect of Insurance.** The procuring of such required insurance may not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor will be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

**9.0. Method and Place of Giving Notice, Submitting Bills and Making Payments.** All notices, bills and payments must be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:



**Port of Brookings Harbor**  
Attn: Port Manager  
PO Box 848  
16330 Lower Harbor Rd  
Brookings, OR 97415

**EMC-Engineers/Scientists, LLC**  
Attn: J.A. Akin  
450 Conestoga Drive  
Jacksonville, OR 97530

and when so addressed, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments will be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

**10.0. Compliance with Public Contract Laws.** Contractor will observe all applicable state and local laws pertaining to public contracts. ORS Chapter 279 requires every public contract to contain certain provisions. Pursuant to ORS 279, the following provisions are part of this contract, as applicable, including without limitation the following:

**10.01. Compliance with Tax Laws.** Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Agreement. Contractor understands that Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before execution of this Agreement or during the term of this Agreement is a default for which POBH may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

**10.02. Compliance with Payment Provisions.** Contractor is required to:

- (a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Agreement.
- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

**10.03. Compliance with Wage and Hour Laws.** ORS 279B.235 is hereby incorporated by reference as though set forth in full. Contractor agrees to abide by ORS 279B.235, as applicable.

**10.04. Payment for Medical Care / Workers Compensation.** Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted



from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

**10.05. Other Applicable Laws.** Without limiting the foregoing, Contractor expressly agrees to comply with: (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. A condition or clause required by law to be in this contract shall be considered included by these references.

**11.0. Indemnification.** Contractor agrees to indemnify, defend and hold harmless the POBH and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to the acts or omissions of Contractor, and Contractor's officers, agents and employees, in performance of this Agreement, except as specifically provided otherwise in this Agreement.

**12.0. Nonwaiver.** The failure of the POBH to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder may not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

**13.0. Assignment.** The Contractor must not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the POBH Board of Commissioners.

**14.0. Severability.** In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect and will in no way be affected or invalidated thereby.

**15.0. Amendment.** No consent, modification, or change of terms of this Agreement may bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, will be effective only in specific instances and for the specific purpose given.

**16.0. Attorney's Fees.** In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the prevailing party will be entitled to an award of reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

**17.0. Governing Law.** The provisions of this Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Curry County or the U. S. District Court in Medford.



**18.0. Complete Agreement.** This Agreement and the attached exhibits, constitute the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**19.0. Acknowledgment.** Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed on the date herein above first written.

**PORT OF BROOKINGS HARBOR  
BOARD OF COMMISSIONERS**

**CONTRACTOR:  
EMC-Engineers/Scientists, LLC**

\_\_\_\_\_  
By: Roy Davis, Chairman

By: \_\_\_\_\_  
Name: J.A. Akin, PE  
Its: Managing Member

ATTEST: \_\_\_\_\_  
Kenneth Range, Secretary



STANDARD CONTRACT PROVISIONS
EMC-Engineers/Scientists, LLC, Environmental, Civil & Structural Engineering

Price Structure Effective January 1, 2019

Project Number 17-0035

STANDARD FEE SCHEDULE

SCHEDULE OF CHARGES - Compensation to EMC. ("ENGINEER") for our professional services is based upon the conditions set forth below. Our schedule of charges is reviewed and modified at the beginning of each year, or when otherwise dictated by inflationary changes.

Table with 2 columns: Service/Item and Rate. Includes Principal Engineer (\$140/hr), Project Manager (\$105/hr), Registered Geologist (\$95/hr), and various other roles and expenses.

- NOTES: 1. Site visits - a minimum of 1 hour will be charged for each. 2. Overtime rates of 1.5 times the regular rate will be charged for overtime hours. 3. Portal to portal travel will be charged at the above hourly rates.

I hereby understand and agree to these freely negotiated terms and am authorized to accept the above Standard Contract Provisions and Standard Fee Schedule as well as the Contract Agreement attached hereto and incorporated herein by this reference.

J. A. Akin

January 1st, 2019

Print ENGINEER's Name

Date

Handwritten signature of J. A. Akin

Jack (John) Akin, MS, PE, IC, HMS, ABI (ENGINEER)

Print Name and Title

Port of Brookings Harbor

January 1st, 2019

Print Client/Company Name

Date

Signature

Gary Dehlinger/Port Manager

Print Name and Title

## **ACTION ITEM – F**

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**DATE:** April 16, 2019  
**RE:** Green Building Proposals  
**TO:** Board of Commissioners  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### **OVERVIEW**

- During March 19, 2019 Commissioner Meeting the Board delayed the motion to April 16 meeting to decide for the Port on the Green Building path.

### **DOCUMENTS**

- None

### **COMMISSIONERS ACTION**

- **Recommended Motion:** Board decision on the next phase.

## **ACTION ITEM – G**

---

**DATE:** April 16, 2019  
**RE:** Resolution No. 518 MOU with Harbor Sanitary  
**TO:** Board of Commissioners  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### **OVERVIEW**

- Board approved Memorandum of Understanding with Harbor Sanitary during the January 15, 2019 Commissioner Meeting.
- Harbor Sanitary approved the MOU February 12, 2019.
- Resolution No. 518 will provide proper Port recordkeeping of this agreement.

### **DOCUMENTS**

- Resolution No. 518, 4 pages

### **COMMISSIONERS ACTION**

- **Recommended Motion:**  
Motion to approve Resolution No. 518 MOU with Harbor Sanitary.



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

**DRAFT**

**RESOLUTION NO. 518**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF BROOKINGS  
HARBOR MEMORANDUM OF UNDERSTANDING WITH HARBOR SANITARY DISTRICT**

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

**WHEREAS**, the Board of Commissioners of the Port of Brookings Harbor desires to enter into a memorandum of understanding between the Port of Brookings Harbor and Harbor Sanitary District to establish clear lines of communication and operation of collecting and transmitting sewage to the City of Brookings for treatment.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Port of Brookings Harbor that the attached Memorandum of Understanding is hereby approved.

**APPROVED and ADOPTED**, and made effective the same day, by the Board of Commissioners of the Port of Brookings Harbor and made effective this 16th day of April 2019.

---

Roy C Davis, Chair, Board of Commissioners

ATTEST:

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Joe Speir, Secretary, Board of Commissioners

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**The Port of Brookings Harbor**

**And the**

**Harbor Sanitary District**

The Port of Brookings Harbor, a municipal corporation of the State of Oregon, (hereinafter referred to as "Port") and the Harbor Sanitary District, a municipal corporation of the State of Oregon, (hereinafter referred to as "HSD") enter into this Memorandum of Understanding ("MOU") effective as of the date the MOU is signed by both parties.

## **FACTS**

Port owns and operates 69 acres of commercial fishing, sport fishing, retail and recreational property located off Lower Harbor Road in Harbor, Oregon. The Port owns several sewage pump stations, lines, and restroom facilities that are located on Port property. The Port has the responsibility of maintaining those facilities.

HSD owns and operates a sewage collection system consisting of pumping stations and lines for the purposes of collecting and transmitting sewage to the City of Brookings for treatment. HSD has the responsibility of maintaining those facilities in a manner that is in compliance with the rules and regulations of the Department of Environmental Quality and in compliance with the Intergovernmental Agreement between the City of Brookings and HSD.

## **PURPOSE**

The purpose of this MOU is to establish a clear line of communication between the Port and HSD with regard to any Port-owned facility modifications that would affect HSD. Those modifications include, but are not limited to: the remodel, removal or addition of structures; the installation, repair or demolition of pumping stations; the disconnection or reconnection of sewer lines or water lines; work being performed in HSD easement areas that would disturb the ground surfaces; and any Port access to HSD-owned infrastructures.

## **PROCEDURE**

When the Port intends to modify any Port-owned facilities as listed above, a work notice will be prepared by Port Management, which for purposes of this MOU includes the Port Manager and the Port Harbormaster. The work notice (Exhibit A to this document) will include a brief description of the location and extent of the intended work, date of the work and the responsible employee. The work notice will be submitted by Port Management, or his/her designee, to the HSD manager, or his/her designee, prior to the work commencing. The HSD Manager, or his/her designee, will review the work notice to confirm that the work being performed is in compliance with HSD ordinances and HSD construction standards. HSD will also confirm whether permits or applicable fees are required. HSD will respond to the work notice in the designated section of the work notice and return the work notice to Port Management, , within 3 working days from the date of the submission

In the event that the work is made necessary by an emergency that will affect public health and safety or cause damage to Port property, the Port is not required to follow this procedure. If the emergency will affect the HSD system, the Port Management, , will notify the HSD Manager immediately so that District staff may respond to the event. For any emergency event not affecting the HSD system, Port Management will notify the HSD Manager as soon as possible following the event.


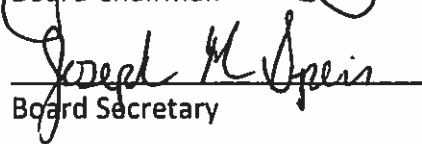
This MOU is not intended to release the Port from compliance with HSD Ordinances, Construction Standards, any necessary fees or the District's ability to enter all properties for the purpose of inspection, observation, measurements, sampling and testing as set forth in HSD Ordinances.

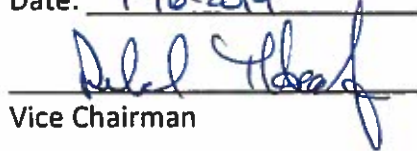
**TERM OF MEMORANDUM OF UNDERSTANDING**

The term of this Memorandum of Understanding will be for a period of five years from the date the MOU is signed by the Port and HSD.


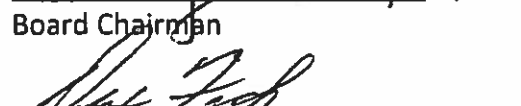
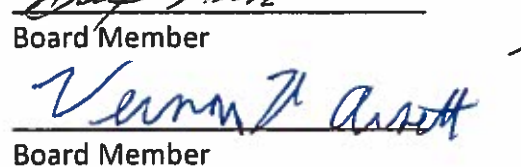
IN WITNESS WHEREOF, the authorized representatives of the Port of Brookings Harbor and the Harbor Sanitary District as parties hereto pursuant to the authority granted to them hereby approve this Memorandum of Understanding and accept the provisions contained herein.

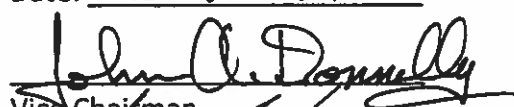
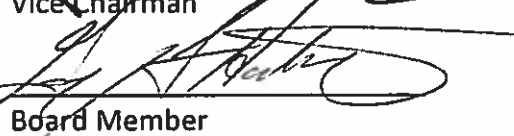
**PORT OF BROOKINGS HARBOR**

  
Board Chairman  
  
Board Secretary

Date: 1-16-2019  
  
Vice Chairman

**HARBOR SANITARY DISTRICT**

  
Board Chairman  
  
Board Member  
  
Board Member

Date: 2-12-19  
  
Vice Chairman  
  
Board Member

MOU End Date: \_\_\_\_\_

# PORT OF BROOKINGS HARBOR

16330 Lower Harbor Road  
Brookings, Oregon 97415  
Phone (541) 469-2218 Fax: (541) 359-3999

## WORK NOTICE

DATE: \_\_\_\_\_

TO: Harbor Sanitary District  
16408 Lower Harbor Road  
P.O. Box 2457  
Brookings, OR 97415

ATTN: Kelly Beebe, District Manager

RE: \_\_\_\_\_

| DESCRIPTION OF WORK |
|---------------------|
| PROPOSED DATE:      |
| LOCATION:           |
| TYPE OF WORK:       |
| DOCUMENTS ATTACHED: |
| SUBMITTED BY:       |

### HSD RESPONSE:

APPROVED

APPROVED WITH CONDITIONS

OBJECTION

ADDITIONAL INFORMATION REQUESTED

### REMARKS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Harbor Sanitary District

# ACTION ITEM – H

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**DATE:** April 16, 2019  
**RE:** Resolution No. 519 Vacation Benefit Change  
**TO:** Board of Commissioners  
**ISSUED BY:** Gary Dehlinger, Port Manager

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## OVERVIEW

- Board approved staff recommendation to remove “vacation calendar year” and replace with “date of hire anniversary” during February 19, 2019 Commissioner Meeting.
- Resolution No. 519 will provide the proper Port recordkeeping of this change.

## DOCUMENTS

- Resolution No. 519, 1 page

## COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve Resolution No. 519 Revising Employee Handbook-Vacation Benefit.

**RESOLUTION NO. 519**

**DRAFT**

**PORT OF BROOKINGS HARBOR**

**A RESOLUTION BY THE PORT OF BROOKINGS HARBOR AUTHORIZING  
REVISING EMPLOYEE HANDBOOK – VACATION BENEFIT**

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

**WHEREAS**, the Board of Commissioners of the Port of Brookings Harbor have been advised by Port Staff to revise the Vacation Benefit section within the Employee Handbook. The request is to remove "Vacation calendar year" and replace with "Date of Hire Anniversary."

**NOW, THEREFORE**, be it resolved by the Board of Commissioners of the Port of Brookings Harbor, Curry County, Oregon do hereby adopt revision to the Employee Handbook, section Vacation Benefit.

**BE IT FURTHER RESOLVED** that this revision is retroactive to February 19, 2019 when approved by the board of commission.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE PORT OF  
BROOKINGS HARBOR THIS 16th DAY OF APRIL 2019.**

\_\_\_\_\_  
Roy Davis, Board Chair

ATTEST:

\_\_\_\_\_  
Richard Heap, Board Vice-Chair

# INFORMATION ITEM – A

---

**DATE:** April 16, 2019  
**RE:** Port Rates for Fiscal Year 2019-20  
**TO:** Board of Commissioners  
**ISSUED BY:** Gary Dehlinger, Port Manager

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## OVERVIEW

- Port Rates for Fiscal Year 2018-19 were approved in June 2018. Effective beginning July 2018 until Board approves next set of rates.
- Port Staff has reviewed the current rates and provided recommendations for the Board to consider.
- At the next regular schedule meeting or workshop, the Board can discuss Port rates with public input and then the following meeting make final decisions.
- Resolution No. 444 Dredging Surcharge was approved for the Port may add 2% to the standard annual rate increase of 5%.

## DOCUMENTS

- Port Staff recommended rates for Board consideration (changes in red font), 13 pages
- Port Electrical charges from November 15, 2016 to October 22, 2018, 1 page
- Port of Astoria Moorage Rates, 3 pages
- Port of Garibaldi Moorage Rates, 5 pages
- Port of Newport Rates, 15 pages
- Port of Siuslaw Moorage Rates, 7 pages
- Port of Salmon Harbor Moorage Rates, 5 pages
- Port of Coos Bay (Charleston Marina) Rates, 4 pages

Recommendations notes:

Increase all rates by 5%, unless otherwise noted, and round to the nearest cent or dollar.

Section 3, Power to be included in moorage rate... many electrical pedestals are not counting kilowatts. Port incurs more costs for reading the meters and overhead costs dealing with accounts. Port is also having issues with other vessels plugging into other moorage pedestals.

To include the power with the moorage rate, took monthly average of electric invoices for a two-year period, divided by the number of slips with power and then divided by the average boat length.

# PORT OF BROOKINGS HARBOR RATES

|           |   |       |            |
|-----------|---|-------|------------|
| SECTION 1 | SERVICE RATES   | _____ | PAGE 2     |
| SECTION 2 | BOAT YARD   | _____ | PAGE 3     |
| SECTION 3 | MOORAGE   | _____ | PAGE 4     |
| SECTION 4 | FUEL  | _____ | PAGE 5     |
| SECTION 5 | RV PARK   | _____ | PAGE 5     |
| SECTION 6 | COMMERCIAL RETAIL   | _____ | PAGE 6     |
| SECTION 7 | FINES   | _____ | PAGE 6     |
| SECTION 8 | ADMINISTRATIVE FEES   | _____ | PAGE 6     |
| SECTION 9 | INSURANCE CERTIFICATE LIMITS                                | _____ | PAGE 7     |
|           | SPORT BASIN 1 AND 2 CALCULATED RATES PER LENGTH             | _____ | APPENDIX A |
|           | SPORT BASIN 1 <u>WATER ONLY</u> CALCULATED RATES PER LENGTH | _____ | APPENDIX B |
|           | COMMERCIAL BASIN 1 AND 2 CALCULATED RATES PER LENGTH        | _____ | APPENDIX C |

Adopted and Approved by Board

Date \_\_\_\_\_

Effective July 1, 2019

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**DRAFT**



# PORT OF BROOKINGS HARBOR

## Section 1. Service Rates

Rates apply to all Port of Brookings Harbor locations unless otherwise noted. Rates become effective July 1, 2019. Port owned equipment to be operated by port personnel. **30-minute minimum on all hourly rates.** All port equipment rates include operator.

Proposed 5%  
Increase  
Round to  
nearest  
Dollar

|   |            |  |    |        |          |
|---|------------|--|----|--------|----------|
| A. <u>Forklift, 5 ton capacity</u>                          |            |  |    |        |          |
| per hour  | \$         | 60.00  | \$ | 63.00  |          |
| B. <u>12 K Telehandler</u>                                  |            |  |    |        |          |
| per hour  | \$         | 120.00                                       | \$ | 126.00 |          |
| C. <u>Port Truck</u>  |            |  |    |        |          |
| per hour  | \$         | 60.00  | \$ | 63.00  |          |
| D. <u>Boat Tow</u>  |            |  |    |        |          |
| per hour  | \$         | 120.00                                       | \$ | 126.00 |          |
| E. <u>Port Boat</u>   |            |  |    |        |          |
| per hour  | \$         | 120.00                                       | \$ | 126.00 |          |
| F. <u>Boat Pump Out</u>                                     |            |  |    |        |          |
| per hour  | \$         | 100.00                                       | \$ | 105.00 |          |
| G. <u>Boat Pump - Loan</u>                                  |            |  |    |        |          |
| per day   | \$         | 60.00  | \$ | 63.00  |          |
| I. <u>Welding Machine</u>                                   |            |  |    |        |          |
| per hour  | \$         | 60.00  | \$ | 63.00  |          |
| J. <u>Welder Plug</u>                                       |            |  |    |        |          |
| per day   | \$         | 20.00  | \$ | 21.00  |          |
| K. <u>Fueling Over the Dock</u>                             |            |  |    |        |          |
| per gallon  |            | Increase .02 for spill oversite and managing | \$ | 0.08   | \$ 0.10  |
| L. <u>Pump / Line Service</u>                               |            |  |    |        |          |
| per hour  | \$         | 100.00                                       | \$ | 105.00 |          |
| M. <u>Boat / Trailer Storage</u>                            |            |  |    |        |          |
| 1) Unsecured Area   |            |  |    |        |          |
| per day   | \$         | 2.00   | \$ | 2.10   | \$ 2.00  |
| per month   | \$         | 30.00  | \$ | 31.50  | \$ 32.00 |
| 2) Secured Area   |            |  |    |        |          |
| per day   | \$         | 3.00   | \$ | 3.15   | \$ 3.00  |
| per month   | \$         | 58.00  | \$ | 60.90  | \$ 61.00 |
| N. <u>Gear Storage</u>                                      |            |  |    |        |          |
| per SF per month  | \$         | 0.0575                                       | \$ | 0.06   |          |
| O. <u>Wood Work Barge</u>                                   |            |  |    |        |          |
| per day   | \$         | 10.00  | \$ | 10.50  | \$ 11.00 |
| P. <u>Clean-Up</u>  |            |  |    |        |          |
| Fees will be charged for each man-hour at established rates |            |  |    |        |          |
| Equipment charges are extra                                 |            |  |    |        |          |
| Q. <u>Disposal Fees</u>                                     |            |  |    |        |          |
| 1) Waste Oil  |            | No Charge                                    |    |        |          |
| 2) Oil-Water Mix  | per gallon | No-Charge                                    | \$ | 0.50   |          |
| 3) Net / Gear Disposal                                      |            |  |    |        |          |
| per pound   | \$         | 0.16   | \$ | 0.17   |          |
| 4) Garbage, per pound                                       | \$         | 0.11   | \$ | 0.12   |          |

**PORT OF BROOKINGS HARBOR**

**R. Port Labor**

|   |    |        |    |        |
|---|----|--------|----|--------|
| 1) Includes administration staff<br>per hour  | \$ | 100.00 | \$ | 105.00 |
| 2) Overtime, any service required outside established working hours<br>per hour   | \$ | 120.00 | \$ | 126.00 |
| 3) Emergency call-out<br>Any services requiring a port employee NOT currently on duty to report to duty after hours will be charged twice the normal rate<br>per hour, minimum 1 hour | \$ | 200.00 | \$ | 210.00 |

**S. Keys / Cards**

|             |    |       |           |
|-------------|----|-------|-----------|
| Deposit Fee | \$ | 20.00 | No Change |
|-------------|----|-------|-----------|

|   |    |        |    |        |    |        |
|---|----|--------|----|--------|----|--------|
| T. <u>Permit to Sell Fish from Boat, per year</u> | \$ | 150.00 | \$ | 157.50 | \$ | 158.00 |
|---|----|--------|----|--------|----|--------|

**U. Outside Crane Use on Port Property**

|   |    |        |
|---|----|--------|
| Crane certification per OR/OSHA and Insurance required per Section 9A (Port approval prior to work)<br>per hour | \$ | 126.00 |
|---|----|--------|

**Section 2. Boat Yard**

A routine maintenance haul-out or launch is not an emergency. An emergency situation exists only when a vessel is distressed to the degree that it is taking on water at a rate that will cause damage that can be prevented by removing the vessel from the water.

Proposed 5% Increase Round to nearest Dollar

Haul-out and repair yard charges must be paid in full prior to launch or at the end of each 30 days the vessel remains in the repair yard. Haul-out includes one hour of in strap for boat wash. 1-hour minimum on hourly rates.

Yard days may be reduced due to inclement weather by port manager approval. No long term storage rates for boats in the boat yard. All boats in storage yard charged as stated below.

**A. Haul Out, 50 ton capacity, 28 foot minimum**

|  |           |       |    |       |
|--|-----------|-------|----|-------|
| 1) Round Trip, per foot<br>less than 40 foot | \$        | 9.00  | \$ | 9.45  |
| 2) greater than 41 foot                      | \$        | 11.00 | \$ | 11.55 |
| 3) One Way Trip<br>60% of Round Trip         | Calculate |       |    |       |

**B. Remain In Strap, after hour**

|          |    |        |    |        |    |        |
|----------|----|--------|----|--------|----|--------|
| per hour | \$ | 185.00 | \$ | 194.25 | \$ | 194.00 |
|----------|----|--------|----|--------|----|--------|

**C. Lift to Trailer**

|          |    |        |    |        |    |        |
|----------|----|--------|----|--------|----|--------|
| per hour | \$ | 185.00 | \$ | 194.25 | \$ | 194.00 |
|----------|----|--------|----|--------|----|--------|

**D. Moving After Being Blocked**

|          |    |        |    |        |    |        |
|----------|----|--------|----|--------|----|--------|
| per hour | \$ | 185.00 | \$ | 194.25 | \$ | 194.00 |
|----------|----|--------|----|--------|----|--------|

**E. Yard Days**

|  |    |      |           |
|--|----|------|-----------|
| First and last day no charge<br>per foot per day | \$ | 1.00 | No Change |
|--|----|------|-----------|

**F. Boat Wash (pressure washer)**

|          |    |      |    |      |
|----------|----|------|----|------|
| per foot | \$ | 1.50 | \$ | 1.58 |
|----------|----|------|----|------|

**G. Scaffolding (if available)**

|          |    |        |    |        |    |        |
|----------|----|--------|----|--------|----|--------|
| per week | \$ | 165.00 | \$ | 173.25 | \$ | 173.00 |
|----------|----|--------|----|--------|----|--------|

**H. Stepping Mast One Way**

|          |    |        |    |        |
|----------|----|--------|----|--------|
| per hour | \$ | 180.00 | \$ | 126.00 |
|----------|----|--------|----|--------|

**I. Boat Stands for Boat Storage**

|                     |    |       |    |       |    |       |
|---------------------|----|-------|----|-------|----|-------|
| per stand per month | \$ | 12.00 | \$ | 12.60 | \$ | 13.00 |
|---------------------|----|-------|----|-------|----|-------|

**J. Pole Storage**

|           |    |       |    |       |    |       |
|-----------|----|-------|----|-------|----|-------|
| per month | \$ | 10.00 | \$ | 10.50 | \$ | 11.00 |
|-----------|----|-------|----|-------|----|-------|

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**PORT OF BROOKINGS HARBOR**

**Section 3a. Sport Moorage with Rate includes Power & Water**

Per linear foot. All charges for greater length between dock and boat. \*See appendix for calculated rates based on length.

|   |                               |          | Proposed 5% Increase | Power add \$0.31 |
|---|-------------------------------|----------|----------------------|------------------|
| <b>A. Moorage with Rate includes Power &amp; Water, per linear foot</b>             |                               |          |                      |                  |
| 1) Daily  | \$ 0.58                       | \$       | 0.61                 |                  |
| 2) Weekly   | \$ 3.46                       | \$       | 3.63                 |                  |
| 3) Calendar Month   | Add \$0.31 per foot for power | \$ 10.39 | \$ 10.91             | \$ 11.22         |
| 4) Semi-Annual  | Add \$0.31 per foot for power | \$ 23.59 | \$ 24.77             | \$ 25.08         |
| 5) Annual   | Add \$0.31 per foot for power | \$ 41.42 | \$ 43.49             | \$ 43.80         |
| 6) Live aboard. Monthly rate by agreement only.                                     |                               |          |                      |                  |
| a) First person   | \$ 75.00                      |          | No Change            |                  |
| b) Each additional  | \$ 75.00                      |          | No Change            |                  |
| <b>B. Charter Boats</b>   |                               |          |                      |                  |
| Charter License per person  | \$ 50.00                      | \$       | 52.50                | \$ 53.00         |
| <b>C. Dock Box</b>  |                               |          |                      |                  |
| Purchase (at cost)  | Plus Port labor to install    |          |                      |                  |
| <b>D. Line Replacement, Hourly labor rate, half hour minimum per foot, per time</b> |                               |          |                      |                  |
|   | \$ 1.00                       | \$       | 1.05                 |                  |
| <b>E. Launch Fee</b>  |                               |          |                      |                  |
| 1) Daily  | \$ 5.00                       |          | No Change            |                  |
| <b>F. Parking Pass</b>  |                               |          |                      |                  |
| 1) Annual Parking Pass  |                               |          |                      |                  |
| a) Jan - June, to remainder of year   | \$ 150.00                     | \$       | 157.50               | \$ 158.00        |
| b) July - Sept, to remainder of year  | \$ 100.00                     | \$       | 105.00               |                  |
| c) Oct - Dec, to remainder of year  | \$ 75.00                      | \$       | 78.75                | \$ 79.00         |

**Section 3b. Sport Moorage with Water Only (No Power)**

Per linear foot. All charges for greater length between dock and boat. \*See appendix for calculated rates based on length.

|                                    |          |    |       |  |
|------------------------------------|----------|----|-------|--|
| <b>A. Moorage, per linear foot</b> |          |    |       |  |
| 1) Daily                           | \$ 0.55  | \$ | 0.58  |  |
| 2) Weekly                          | \$ 3.30  | \$ | 3.47  |  |
| 3) Calendar Month                  | \$ 9.89  | \$ | 10.38 |  |
| 4) Semi-Annual                     | \$ 22.46 | \$ | 23.58 |  |
| 5) Annual                          | \$ 39.45 | \$ | 41.42 |  |

**Section 3c. Commercial and Charter Rates (includes power and water where available)**

Per linear foot. All charges for greater length between dock and boat. \*See appendix for calculated rates based on length.

|                                    |                               |          | Proposed 5% Increase | Power add \$0.31 |
|------------------------------------|-------------------------------|----------|----------------------|------------------|
| <b>A. Moorage, per linear foot</b> |                               |          |                      |                  |
| 1) Daily                           | \$ 0.56                       | \$       | 0.59                 |                  |
| 2) Weekly                          | \$ 3.37                       | \$       | 3.54                 |                  |
| 3) Calendar Month                  | Add \$0.31 per foot for power | \$ 10.12 | \$ 10.63             | \$ 10.94         |
| 4) Semi-Annual                     | Add \$0.31 per foot for power | \$ 19.35 | \$ 20.32             | \$ 20.63         |
| 5) Annual                          | Add \$0.31 per foot for power | \$ 34.02 | \$ 35.72             | \$ 36.03         |

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**PORT OF BROOKINGS HARBOR**

**Section 4. Fuel**

Fuel pricing will be adjusted per purchase price. No discounts for credit card or charge purchases. Schedule below is marked **Proposed 5% Increase** up above fuel purchase price.

|  |       |    |      |         |
|--|-------|----|------|---------|
| <b>A. Diesel, ULSD #2 Marine Blend</b> |       |    |      |         |
| 1) Fuel Rate, Plus                     | _____ | \$ | 0.25 | \$ 0.26 |
| <b>B. 92 Pre Non Ethanol Gasoline</b>  |       |    |      |         |
| per gallon                             | _____ | \$ | 1.18 | \$ 1.24 |

**Section 5. RV Park**

Reservations can be made online, by phone or in person.

**A. Peak Season (Summer), April 1 - October 31**

1) Daily

|                          |        |    |       |  |
|--------------------------|--------|----|-------|--|
| • Pull thru full hook-up | _____  | \$ | 51.00 |  |
| • Back in full hook-up   | _____  | \$ | 44.00 |  |
| • Partial hook-up        | _____  | \$ | 36.00 |  |
| • Dry Camping            | Closed | \$ | 32.00 |  |
| • Tent Sites             | Closed | \$ | 27.00 |  |

2) Weekly

|                          |        |    |        |  |
|--------------------------|--------|----|--------|--|
| • Pull thru full hook-up | _____  | \$ | 306.00 |  |
| • Back in full hook-up   | _____  | \$ | 264.00 |  |
| • Partial hook-up        | _____  | \$ | 216.00 |  |
| • Dry Camping            | Closed | \$ | 192.00 |  |
| • Tent Sites             | Closed | \$ | 162.00 |  |

**B. Off Season (Winter), November 1 - March 31**

1) Daily

|                          |        |    |       |  |
|--------------------------|--------|----|-------|--|
| • Pull thru full hook-up | _____  | \$ | 43.00 |  |
| • Back in full hook-up   | _____  | \$ | 37.00 |  |
| • Partial hook-up        | _____  | \$ | 31.00 |  |
| • Dry Camping            | Closed | \$ | 27.00 |  |
| • Tent Sites             | Closed | \$ | 23.00 |  |

2) Weekly

|                          |        |    |        |  |
|--------------------------|--------|----|--------|--|
| • Pull thru full hook-up | _____  | \$ | 258.00 |  |
| • Back in full hook-up   | _____  | \$ | 222.00 |  |
| • Partial hook-up        | _____  | \$ | 186.00 |  |
| • Dry Camping            | Closed | \$ | 162.00 |  |
| • Tent Sites             | Closed | \$ | 138.00 |  |

**C. July 4th Holiday, 3 night minimum**

1) Daily

|                          |        |    |       |  |
|--------------------------|--------|----|-------|--|
| • Pull thru full hook-up | _____  | \$ | 95.00 |  |
| • Back in full hook-up   | _____  | \$ | 84.00 |  |
| • Partial hook-up        | _____  | \$ | 54.00 |  |
| • Dry Camping            | Closed | \$ | 46.00 |  |
| • Tent Sites             | Closed | \$ | 38.00 |  |

**D. Other Holidays, (Labor and Memorial Days 3 night stay min. other holiday are 2 night min.)**

1) Daily

|                          |        |    |       |  |
|--------------------------|--------|----|-------|--|
| • Pull thru full hook-up | _____  | \$ | 55.00 |  |
| • Back in full hook-up   | _____  | \$ | 46.00 |  |
| • Partial hook-up        | _____  | \$ | 38.00 |  |
| • Dry Camping            | Closed | \$ | 34.00 |  |
| • Tent Sites             | Closed | \$ | 30.00 |  |

**D. Laundry Machines - Currently not in operation**

per load \_\_\_\_\_ Closed \$ 2.00 No Change

**E. Showers** \_\_\_\_\_ Closed \$ 0.50 No Change

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**PORT OF BROOKINGS HARBOR**

**Section 6. Commercial Retail**

Proposed 5% Increase

|                               |       |    |       |         |
|-------------------------------|-------|----|-------|---------|
| A. <u>Warehouse - Shop</u>    |       |    |       |         |
| per square foot               | _____ | \$ | 0.50  | \$ 0.53 |
| B. <u>Warehouse - Storage</u> |       |    |       |         |
| per square foot               | _____ | \$ | 0.40  | \$ 0.42 |
| C. <u>Commercial Docks</u>    |       |    |       |         |
| per square foot               | _____ | \$ | 0.63  | \$ 0.66 |
| D. <u>Surfaced Concrete</u>   |       |    |       |         |
| per square foot               | _____ | \$ | 0.50  | \$ 0.53 |
| E. <u>Surfaced Asphalt</u>    |       |    |       |         |
| per square foot               | _____ | \$ | 0.30  | \$ 0.32 |
| F. <u>Retail Center</u>       |       |    |       |         |
| per square foot               | _____ | \$ | 1.072 | \$ 1.13 |
| G. <u>Bare Ground</u>         |       |    |       |         |
| per square foot               | _____ | \$ | 0.070 | \$ 0.08 |

**Section 7. Fines**

|                              |       |    |       |  |
|------------------------------|-------|----|-------|--|
| A. Failure to pay launch fee | _____ | \$ | 25.00 |  |
|------------------------------|-------|----|-------|--|

**Section 8. Administration Fees**

Staff may require payment or deposit in advance of service. (ORS 192.440(4)(a))

|   |       |    |         |                    |
|---|-------|----|---------|--------------------|
| A. <u>Public Records Request Fee Schedule</u>                                     |       |    |         |                    |
| 1) Copies of Public Records, Black & White, 8X11, per page                        | _____ | \$ | 0.25    | No Change          |
| 2) Copies of Sound Recordings   | _____ | \$ | 10.00   | No Change          |
| 3) Copies of Port By-Laws, Codes  | _____ | \$ | 20.00   | No Change          |
| 4) Copies of Nonstandard documents  | _____ |    |         | Time and Materials |
| 5) Attorney Review  | _____ |    |         | at cost            |
| B. <u>Research and Computer Time</u>  |       |    |         |                    |
| Written request required. Hourly rate, half-hour minimum, under 15 min not charge | _____ | \$ | 35.00   | No Change          |
| C. <u>CD Fee if available</u>   | _____ | \$ | 5.00    | No Change          |
| D. <u>Faxes/Emails</u> . Per page   |       |    |         |                    |
| 1) Local  | _____ | \$ | 1.00    | No Change          |
| 2) Long Distance  | _____ | \$ | 1.50    | No Change          |
| 3) Incoming   | _____ | \$ | 1.00    | No Change          |
| 4) Copies   | _____ | \$ | 0.25    | No Change          |
| E. <u>Long Distance Phone Calls</u>   | _____ | \$ | 2.00    | No Change          |
| F. <u>Lamination</u> , per page, letter size                                      | _____ | \$ | 2.00    | No Change          |
| G. <u>Notice Posting</u> . For non-payment of lease or moorage                    | _____ | \$ | 50.00   | No Change          |
| H. <u>Failure to Register</u> . For research related to unregistered boats        | _____ | \$ | 25.00   | No Change          |
| I. <u>Returned Check Fee</u>  | _____ | \$ | 50.00   | No Change          |
| J. <u>Per Annum Interest Rate</u> . Applied to past due accounts                  | _____ |    | 18%     |                    |
| K. <u>POV Mileage Reimbursement Rate (IRS)</u>                                    | _____ |    | current |                    |
| L. <u>Impound Seizure Fee</u> . Vessel impounding                                 | _____ | \$ | 750.00  | No Change          |

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**PORT OF BROOKINGS HARBOR**

|   |                             |                      | Proposed 5%<br>Increase |
|---|-----------------------------|----------------------|-------------------------|
| <b>M. <u>Property Ground Event Use</u></b>                              |                             |                      |                         |
| 1) Boardwalk Retail, per day  | \$ 300.00                   | \$ 315.00            |                         |
| 2) Boardwalk Retail / Parking Lot, per day                              | \$ 600.00                   | \$ 630.00            |                         |
| 3) Kite Field, per day  | \$ 300.00                   | \$ 315.00            |                         |
| 4) RV Park Picnic Area, per day   | \$ 125.00                   | \$ 131.25            |                         |
| 5) Parking Lot behind Port Office                                       | \$ 300.00                   | \$ 315.00            |                         |
| 6) Parking Lot at Boat Wash   | \$ 300.00                   | \$ 315.00            |                         |
| 7) Saturday Market, per vender  | \$ 10.00                    | \$ 10.50             |                         |
| 8) Car Shows, per vehicle   | \$ 5.00                     | \$ 5.25              |                         |
| N. <u>Impound Seizure Fee, Car / Truck / Trailer / RV, plus tow fee</u> | <u>Recommend Higher Fee</u> | \$ 100.00            | \$ 250.00               |
| O. <u>Vessel Moving</u>   |                             |                      |                         |
| per hour, does not include port boat tow rate                           | <u>REMOVE</u>               | <del>\$ 100.00</del> | <del>\$ 105.00</del>    |
| P. <u>Background Check</u>  |                             | \$ 25.00             | No Change               |
| Q. <u>Credit Check</u>  |                             | \$ 35.00             | No Change               |
| R. <u>Electrical and Water Meter Readings</u>                           |                             |                      |                         |
| 1) <u>Coes Curry Electrical Rate, Plus</u>                              | <u>REMOVE</u>               | <del>\$ 0.03</del>   | <del>\$ 0.03</del>      |
| S. <u>Waiting List Application</u>                                      |                             | \$ 75.00             | No Change               |
| 1) Annual Renewal   |                             | \$ 25.00             | No Change               |
| T. <u>Transfer List</u>   |                             | \$ 25.00             | No Change               |

**Section 9. Insurance Certificate Limits**

Effective July 1, 2019. Additional coverages may be required based upon business type and Port's discretion. A certificate naming the Port as an additional insured is also required.

**A. Leases / Tenants**

|  |               |  |
|--|---------------|--|
| 1) General Liability, Each Occurrence          | \$2MM         |  |
| 2) Damage to Rented Premises (each occurrence) | \$ 300,000.00 |  |
| 3) Medical Expenses (any one person)           | \$ 5,000.00   |  |
| 4) Personal and Adverse Injury                 | \$2MM         |  |
| 5) General Aggregate                           | \$2MM         |  |
| 6) Products - Comp/Op Aggregate                | \$2MM         |  |

**B. Moorage / Vessels**

|                            |                 |               |
|----------------------------|-----------------|---------------|
| 1) Commercial Vessels      |                 |               |
| a. General Liability       | \$ 1,000,000.00 | \$ 500,000.00 |
| 2) Recreational Vessels    |                 |               |
| a. General Liability       | \$ 500,000.00   |               |
| 3) Charter / Guide Vessels |                 |               |
| a. General Liability       | \$ 1,000,000.00 | \$ 500,000.00 |

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**SPORT BASIN 1 WATER ONLY CALCULATED RATES PER LENGTH - APPENDIX B**  
**LIVE ABOARD FEE ADDITIONAL: 1st Person \$75 per month, Each Additional Person \$75.00**

**DRAFT**

**NOTE:** Rates are based on vessel length or slip length - whichever is greater  
 Price includes shore water (No Power)

| LENGTH | DAILY | 5% Increase | WEEKLY | 5% Increase | CALENDAR MONTH | 5% Increase | SEMI-ANNUAL | 5% Increase | ANNUAL  | 5% Increase |
|--------|-------|-------------|--------|-------------|----------------|-------------|-------------|-------------|---------|-------------|
| 20     | 11.00 | 11.60       | 66.00  | 69.40       | 197.80         | 207.60      | 449.20      | 471.60      | 789.00  | 828.40      |
| 21     | 11.55 | 12.18       | 69.30  | 72.87       | 207.69         | 217.98      | 471.66      | 495.18      | 828.45  | 869.82      |
| 22     | 12.10 | 12.76       | 72.60  | 76.34       | 217.58         | 228.36      | 494.12      | 518.76      | 867.90  | 911.24      |
| 23     | 12.65 | 13.34       | 75.90  | 79.81       | 227.47         | 238.74      | 516.58      | 542.34      | 907.35  | 952.66      |
| 24     | 13.20 | 13.92       | 79.20  | 83.28       | 237.36         | 249.12      | 539.04      | 565.92      | 946.80  | 994.08      |
| 25     | 13.75 | 14.50       | 82.50  | 86.75       | 247.25         | 259.50      | 561.50      | 589.50      | 986.25  | 1035.50     |
| 26     | 14.30 | 15.08       | 85.80  | 90.22       | 257.14         | 269.88      | 583.96      | 613.08      | 1025.70 | 1078.92     |
| 27     | 14.85 | 15.66       | 89.10  | 93.69       | 267.03         | 280.26      | 606.42      | 636.66      | 1065.15 | 1118.34     |
| 28     | 15.40 | 16.24       | 92.40  | 97.16       | 276.92         | 290.64      | 628.88      | 660.24      | 1104.60 | 1159.78     |
| 29     | 15.95 | 16.82       | 95.70  | 100.63      | 286.81         | 301.02      | 651.34      | 683.82      | 1144.05 | 1201.18     |
| 30     | 16.50 | 17.40       | 99.00  | 104.10      | 296.70         | 311.40      | 673.80      | 707.40      | 1183.50 | 1242.60     |
| 31     | 17.05 | 17.98       | 102.30 | 107.57      | 306.59         | 321.78      | 696.26      | 730.98      | 1222.95 | 1284.02     |
| 32     | 17.60 | 18.56       | 105.60 | 111.04      | 316.48         | 332.16      | 718.72      | 754.56      | 1262.40 | 1325.44     |
| 33     | 18.15 | 19.14       | 108.90 | 114.51      | 326.37         | 342.54      | 741.18      | 778.14      | 1301.85 | 1366.86     |
| 34     | 18.70 | 19.72       | 112.20 | 117.98      | 336.26         | 352.92      | 763.64      | 801.72      | 1341.30 | 1408.28     |
| 35     | 19.25 | 20.30       | 115.50 | 121.45      | 346.15         | 363.30      | 786.10      | 825.30      | 1380.75 | 1449.70     |
| 36     | 19.80 | 20.88       | 118.80 | 124.92      | 356.04         | 373.68      | 808.56      | 848.88      | 1420.20 | 1491.12     |
| 37     | 20.35 | 21.46       | 122.10 | 128.39      | 365.93         | 384.06      | 831.02      | 872.46      | 1459.65 | 1532.54     |
| 38     | 20.90 | 22.04       | 125.40 | 131.86      | 375.82         | 394.44      | 853.48      | 896.04      | 1499.10 | 1573.96     |
| 39     | 21.45 | 22.62       | 128.70 | 135.33      | 385.71         | 404.82      | 875.94      | 919.62      | 1538.55 | 1615.38     |
| 40     | 22.00 | 23.20       | 132.00 | 138.80      | 395.60         | 415.20      | 898.40      | 943.20      | 1578.00 | 1656.80     |
| 41     | 22.55 | 23.78       | 135.30 | 142.27      | 405.49         | 425.58      | 920.86      | 966.78      | 1617.45 | 1698.22     |
| 42     | 23.10 | 24.36       | 138.60 | 145.74      | 415.38         | 435.96      | 943.32      | 990.36      | 1656.90 | 1739.64     |
| 43     | 23.65 | 24.94       | 141.90 | 149.21      | 425.27         | 446.34      | 965.78      | 1013.94     | 1696.35 | 1781.06     |
| 44     | 24.20 | 25.52       | 145.20 | 152.68      | 435.16         | 456.72      | 988.24      | 1037.52     | 1735.80 | 1822.48     |
| 45     | 24.75 | 26.10       | 148.50 | 156.15      | 445.05         | 467.10      | 1010.70     | 1061.10     | 1775.25 | 1863.90     |
| 46     | 25.30 | 26.68       | 151.80 | 159.62      | 454.94         | 477.48      | 1033.16     | 1084.68     | 1814.70 | 1905.32     |
| 47     | 25.85 | 27.26       | 155.10 | 163.09      | 464.83         | 487.86      | 1055.62     | 1108.26     | 1854.15 | 1946.74     |
| 48     | 26.40 | 27.84       | 158.40 | 166.56      | 474.72         | 498.24      | 1078.08     | 1131.84     | 1893.60 | 1988.16     |
| 49     | 26.95 | 28.42       | 161.70 | 170.03      | 484.61         | 508.62      | 1100.54     | 1155.42     | 1933.05 | 2029.58     |
| 50     | 27.50 | 29.00       | 165.00 | 173.50      | 494.50         | 519.00      | 1123.00     | 1179.00     | 1972.50 | 2071.00     |
| 51     | 28.05 | 29.58       | 168.30 | 176.97      | 504.39         | 529.38      | 1145.46     | 1202.58     | 2011.95 | 2112.42     |
| 52     | 28.60 | 30.16       | 171.60 | 180.44      | 514.28         | 539.76      | 1167.92     | 1226.16     | 2051.40 | 2153.84     |
| 53     | 29.15 | 30.74       | 174.90 | 183.91      | 524.17         | 550.14      | 1190.38     | 1249.74     | 2090.85 | 2195.26     |
| 54     | 29.70 | 31.32       | 178.20 | 187.38      | 534.06         | 560.52      | 1212.84     | 1273.32     | 2130.30 | 2236.68     |
| 55     | 30.25 | 31.90       | 181.50 | 190.85      | 543.95         | 570.90      | 1235.30     | 1296.90     | 2169.75 | 2278.10     |
| 56     | 30.80 | 32.48       | 184.80 | 194.32      | 553.84         | 581.28      | 1257.76     | 1320.48     | 2209.20 | 2319.52     |
| 57     | 31.35 | 33.06       | 188.10 | 197.79      | 563.73         | 591.66      | 1280.22     | 1344.06     | 2248.65 | 2360.94     |
| 58     | 31.90 | 33.64       | 191.40 | 201.26      | 573.62         | 602.04      | 1302.68     | 1367.64     | 2288.10 | 2402.36     |
| 59     | 32.45 | 34.22       | 194.70 | 204.73      | 583.51         | 612.42      | 1325.14     | 1391.22     | 2327.55 | 2443.78     |
| 60     | 33.00 | 34.80       | 198.00 | 208.20      | 593.40         | 622.80      | 1347.60     | 1414.80     | 2367.00 | 2485.20     |
| 61     | 33.55 | 35.38       | 201.30 | 211.67      | 603.29         | 633.18      | 1370.06     | 1438.38     | 2406.45 | 2526.62     |
| 62     | 34.10 | 35.96       | 204.60 | 215.14      | 613.18         | 643.56      | 1392.52     | 1461.96     | 2445.90 | 2568.04     |
| 63     | 34.65 | 36.54       | 207.90 | 218.61      | 623.07         | 653.94      | 1414.98     | 1485.54     | 2485.35 | 2609.46     |
| 64     | 35.20 | 37.12       | 211.20 | 222.08      | 632.96         | 664.32      | 1437.44     | 1509.12     | 2524.80 | 2650.88     |
| 65     | 35.75 | 37.70       | 214.50 | 225.55      | 642.85         | 674.70      | 1459.90     | 1532.70     | 2564.25 | 2692.30     |
| 66     | 36.30 | 38.28       | 217.80 | 229.02      | 652.74         | 685.08      | 1482.36     | 1556.28     | 2603.70 | 2733.72     |
| 67     | 36.85 | 38.86       | 221.10 | 232.49      | 662.63         | 695.46      | 1504.82     | 1579.86     | 2643.15 | 2775.14     |
| 68     | 37.40 | 39.44       | 224.40 | 235.96      | 672.52         | 705.84      | 1527.28     | 1603.44     | 2682.60 | 2816.56     |
| 69     | 37.95 | 40.02       | 227.70 | 239.43      | 682.41         | 716.22      | 1549.74     | 1627.02     | 2722.05 | 2857.98     |
| 70     | 38.50 | 40.60       | 231.00 | 242.90      | 692.30         | 726.60      | 1572.20     | 1650.60     | 2761.50 | 2899.40     |
| 71     | 39.05 | 41.18       | 234.30 | 246.37      | 702.19         | 736.98      | 1594.66     | 1674.18     | 2800.95 | 2940.82     |
| 72     | 39.60 | 41.76       | 237.60 | 249.84      | 712.08         | 747.36      | 1617.12     | 1697.76     | 2840.40 | 2982.24     |
| 73     | 40.15 | 42.34       | 240.90 | 253.31      | 721.97         | 757.74      | 1639.58     | 1721.34     | 2879.85 | 3023.66     |
| 74     | 40.70 | 42.92       | 244.20 | 256.78      | 731.86         | 768.12      | 1662.04     | 1744.92     | 2919.30 | 3065.08     |
| 75     | 41.25 | 43.50       | 247.50 | 260.25      | 741.75         | 778.50      | 1684.50     | 1768.50     | 2958.75 | 3106.50     |
| 76     | 41.80 | 44.08       | 250.80 | 263.72      | 751.64         | 788.88      | 1706.96     | 1792.08     | 2998.20 | 3147.92     |
| 77     | 42.35 | 44.66       | 254.10 | 267.19      | 761.53         | 799.26      | 1729.42     | 1815.66     | 3037.65 | 3189.34     |
| 78     | 42.90 | 45.24       | 257.40 | 270.66      | 771.42         | 809.64      | 1751.88     | 1839.24     | 3077.10 | 3230.76     |
| 79     | 43.45 | 45.82       | 260.70 | 274.13      | 781.31         | 820.02      | 1774.34     | 1862.82     | 3116.55 | 3272.18     |
| 80     | 44.00 | 46.40       | 264.00 | 277.60      | 791.20         | 830.40      | 1796.80     | 1886.40     | 3156.00 | 3313.60     |
| 81     | 44.55 | 46.98       | 267.30 | 281.07      | 801.09         | 840.78      | 1819.26     | 1909.98     | 3195.45 | 3355.02     |
| 82     | 45.10 | 47.56       | 270.60 | 284.54      | 810.98         | 851.16      | 1841.72     | 1933.56     | 3234.90 | 3396.44     |
| 83     | 45.65 | 48.14       | 273.90 | 288.01      | 820.87         | 861.54      | 1864.18     | 1957.14     | 3274.35 | 3437.86     |
| 84     | 46.20 | 48.72       | 277.20 | 291.48      | 830.76         | 871.92      | 1886.64     | 1980.72     | 3313.80 | 3479.28     |
| 85     | 46.75 | 49.30       | 280.50 | 294.95      | 840.65         | 882.30      | 1909.10     | 2004.30     | 3353.25 | 3520.70     |
| 86     | 47.30 | 49.88       | 283.80 | 298.42      | 850.54         | 892.68      | 1931.56     | 2027.88     | 3392.70 | 3562.12     |
| 87     | 47.85 | 50.46       | 287.10 | 301.89      | 860.43         | 903.06      | 1954.02     | 2051.46     | 3432.15 | 3603.54     |
| 88     | 48.40 | 51.04       | 290.40 | 305.36      | 870.32         | 913.44      | 1976.48     | 2075.04     | 3471.60 | 3644.96     |
| 89     | 48.95 | 51.62       | 293.70 | 308.83      | 880.21         | 923.82      | 1998.94     | 2098.62     | 3511.05 | 3686.38     |
| 90     | 49.50 | 52.20       | 297.00 | 312.30      | 890.10         | 934.20      | 2021.40     | 2122.20     | 3550.50 | 3727.80     |
| 91     | 50.05 | 52.78       | 300.30 | 315.77      | 899.99         | 944.58      | 2043.86     | 2145.78     | 3589.95 | 3769.22     |
| 92     | 50.60 | 53.36       | 303.60 | 319.24      | 909.88         | 954.96      | 2066.32     | 2169.36     | 3629.40 | 3810.64     |
| 93     | 51.15 | 53.94       | 306.90 | 322.71      | 919.77         | 965.34      | 2088.78     | 2192.94     | 3668.85 | 3852.06     |
| 94     | 51.70 | 54.52       | 310.20 | 326.18      | 929.66         | 975.72      | 2111.24     | 2216.52     | 3708.30 | 3893.48     |
| 95     | 52.25 | 55.10       | 313.50 | 329.65      | 939.55         | 986.10      | 2133.70     | 2240.10     | 3747.75 | 3934.90     |
| 96     | 52.80 | 55.68       | 316.80 | 333.12      | 949.44         | 996.48      | 2156.16     | 2263.68     | 3787.20 | 3976.32     |
| 97     | 53.35 | 56.26       | 320.10 | 336.59      | 959.33         | 1006.86     | 2178.62     | 2287.26     | 3826.65 | 4017.74     |
| 98     | 53.90 | 56.84       | 323.40 | 340.06      | 969.22         | 1017.24     | 2201.08     | 2310.84     | 3866.10 | 4059.16     |
| 99     | 54.45 | 57.42       | 326.70 | 343.53      | 979.11         | 1027.62     | 2223.54     | 2334.42     | 3905.55 | 4100.58     |
| 100    | 55.00 | 58.00       | 330.00 | 347.00      | 989.00         | 1038.00     | 2246.00     | 2358.00     | 3945.00 | 4142.00     |

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| Group          | Slip | V Length |
|----------------|------|----------|
| Basin 1 A Dock | 5    | 23       |
| Basin 1 A Dock | 28   | 24       |
| Basin 1 A Dock | 0    | 26       |
| Basin 1 A Dock | 2    | 26       |
| Basin 1 A Dock | 8    | 26       |
| Basin 1 A Dock | 12   | 26       |
| Basin 1 A Dock | 9    | 27       |
| Basin 1 A Dock | 3    | 28       |
| Basin 1 A Dock | 10   | 28       |
| Basin 1 A Dock | 30   | 28       |
| Basin 1 A Dock | 1    | 30       |
| Basin 1 A Dock | 6    | 30       |
| Basin 1 A Dock | 7    | 32       |
| Basin 1 A Dock | 32   | 33       |
| Basin 1 A Dock | 15   | 34       |
| Basin 1 A Dock | 18   | 34       |
| Basin 1 A Dock | 24   | 34       |
| Basin 1 A Dock | 25   | 34       |
| Basin 1 A Dock | 22   | 34.8     |
| Basin 1 A Dock | 19   | 36       |
| Basin 1 A Dock | 20   | 36       |
| Basin 1 A Dock | 23   | 36       |
| Basin 1 A Dock | 33   | 36       |
| Basin 1 A Dock | 14   | 37       |
| Basin 1 A Dock | 27   | 38       |
| Basin 1 A Dock | 31   | 38       |
| Basin 1 A Dock | 21   | 39.7     |
| Basin 1 A Dock | 26   | 40       |
| Basin 1 A Dock | 17   | 41       |
| Basin 1 A Dock | 29   | 44       |
| Basin 1 B Dock | 4    | 20       |
| Basin 1 B Dock | 2    | 20.7     |
| Basin 1 B Dock | 3    | 22       |
| Basin 1 B Dock | 8    | 24       |
| Basin 1 B Dock | 32   | 24       |
| Basin 1 B Dock | 5    | 26       |
| Basin 1 B Dock | 6    | 26       |
| Basin 1 B Dock | 12   | 26       |
| Basin 1 B Dock | 20   | 26       |
| Basin 1 B Dock | 31   | 26       |
| Basin 1 B Dock | 28   | 27       |
| Basin 1 B Dock | 23   | 27.5     |
| Basin 1 B Dock | 30   | 27.6     |

| Group          | Slip | V Length |
|----------------|------|----------|
| Basin 1 B Dock | 14   | 28       |
| Basin 1 B Dock | 24   | 28.3     |
| Basin 1 B Dock | 7    | 29       |
| Basin 1 B Dock | 16   | 29       |
| Basin 1 B Dock | 26   | 29       |
| Basin 1 B Dock | 22   | 31       |
| Basin 1 B Dock | 10   | 32       |
| Basin 1 B Dock | 15   | 34       |
| Basin 1 B Dock | 19   | 34       |
| Basin 1 B Dock | 17   | 35       |
| Basin 1 B Dock | 29   | 35       |
| Basin 1 B Dock | 27   | 38       |
| Basin 1 B Dock | 11   | 38.2     |
| Basin 1 B Dock | 21   | 40       |
| Basin 1 B Dock | 25   | 41       |
| Basin 1 C Dock | A    | 20       |
| Basin 1 C Dock | 22   | 23       |
| Basin 1 C Dock | B    | 23       |
| Basin 1 C Dock | 1    | 24       |
| Basin 1 C Dock | 2    | 24       |
| Basin 1 C Dock | 3    | 24       |
| Basin 1 C Dock | 8    | 24       |
| Basin 1 C Dock | 19   | 24       |
| Basin 1 C Dock | 30   | 24       |
| Basin 1 C Dock | 11   | 25       |
| Basin 1 C Dock | 15   | 25       |
| Basin 1 C Dock | 7    | 26       |
| Basin 1 C Dock | 10   | 26       |
| Basin 1 C Dock | 18   | 26       |
| Basin 1 C Dock | 21   | 26       |
| Basin 1 C Dock | 28   | 26       |
| Basin 1 C Dock | C    | 26       |
| Basin 1 C Dock | 6    | 26.5     |
| Basin 1 C Dock | 4    | 27       |
| Basin 1 C Dock | 14   | 27       |
| Basin 1 C Dock | 23   | 27       |
| Basin 1 C Dock | 26   | 27       |
| Basin 1 C Dock | 32   | 27       |
| Basin 1 C Dock | 17   | 27.9     |
| Basin 1 C Dock | 16   | 28       |
| Basin 1 C Dock | 20   | 28       |
| Basin 1 C Dock | 25   | 28       |
| Basin 1 C Dock | 31   | 28       |

| Group          | Slip | V Length |
|----------------|------|----------|
| Basin 1 C Dock | 12   | 28.3     |
| Basin 1 C Dock | 5    | 30       |
| Basin 1 C Dock | 9    | 31       |
| Basin 1 C Dock | 27   | 33       |
| Basin 1 M Dock | 12   | 30       |
| Basin 1 M Dock | 18   | 36       |
| Basin 2 C Dock | 18   | 28       |
| Basin 2 C Dock | 2    | 29       |
| Basin 2 C Dock | 15   | 32       |
| Basin 2 C Dock | 17   | 32       |
| Basin 2 D Dock | 6    | 22       |
| Basin 2 D Dock | 8    | 22       |
| Basin 2 D Dock | 14   | 22       |
| Basin 2 D Dock | 20   | 22       |
| Basin 2 D Dock | 4    | 24       |
| Basin 2 D Dock | 10   | 24       |
| Basin 2 D Dock | 16   | 24       |
| Basin 2 D Dock | 2    | 24.5     |
| Basin 2 D Dock | 22   | 27       |
| Basin 2 D Dock | 18   | 29       |
| Basin 2 D Dock | 12   | 46       |
| Basin 2 D Dock | 15   | 46       |
| Basin 2 D Dock | 17   | 46       |
| Basin 2 D Dock | 1    | 49       |
| Basin 2 D Dock | 3    | 49       |
| Basin 2 D Dock | 5    | 49       |
| Basin 2 D Dock | 7    | 49       |
| Basin 2 D Dock | 9    | 49       |
| Basin 2 D Dock | 11   | 49       |
| Basin 2 E Dock | 9    | 20       |
| Basin 2 E Dock | 17   | 22       |
| Basin 2 E Dock | 2    | 23       |
| Basin 2 E Dock | 20   | 23       |
| Basin 2 E Dock | 21   | 23.5     |
| Basin 2 E Dock | 4    | 24       |
| Basin 2 E Dock | 8    | 24       |
| Basin 2 E Dock | 10   | 24       |
| Basin 2 E Dock | 14   | 24       |
| Basin 2 E Dock | 16   | 24       |
| Basin 2 E Dock | 18   | 24       |
| Basin 2 E Dock | 6    | 25       |
| Basin 2 E Dock | 13   | 25       |
| Basin 2 E Dock | 22   | 25       |

| Group          | Slip | V Length |
|----------------|------|----------|
| Basin 2 E Dock | 5    | 26       |
| Basin 2 E Dock | 7    | 26       |
| Basin 2 E Dock | 12   | 26       |
| Basin 2 E Dock | 3    | 27       |
| Basin 2 E Dock | 15   | 29       |
| Basin 2 F Dock | 14   | 19       |
| Basin 2 F Dock | 9    | 20       |
| Basin 2 F Dock | 16   | 21       |
| Basin 2 F Dock | 4    | 21.2     |
| Basin 2 F Dock | 13   | 22       |
| Basin 2 F Dock | 19   | 23.5     |
| Basin 2 F Dock | 1    | 24       |
| Basin 2 F Dock | 5    | 24       |
| Basin 2 F Dock | 2    | 25       |
| Basin 2 F Dock | 12   | 25       |
| Basin 2 F Dock | 17   | 25       |
| Basin 2 F Dock | 21   | 25       |
| Basin 2 F Dock | 6    | 27       |
| Basin 2 F Dock | 18   | 27       |
| Basin 2 F Dock | 22   | 27       |
| Basin 2 G Dock | 11   | 21.7     |
| Basin 2 G Dock | 4    | 22       |
| Basin 2 G Dock | 5    | 22       |
| Basin 2 G Dock | 15   | 22       |
| Basin 2 G Dock | 6    | 23       |
| Basin 2 G Dock | 2    | 24       |
| Basin 2 G Dock | 9    | 24       |
| Basin 2 G Dock | 17   | 24       |
| Basin 2 G Dock | 7    | 25       |
| Basin 2 G Dock | 12   | 25       |
| Basin 2 G Dock | 22   | 25       |
| Basin 2 G Dock | 16   | 26       |
| Basin 2 G Dock | 10   | 27       |
| Basin 2 G Dock | 8    | 28       |
| Basin 2 G Dock | 14   | 28       |
| Basin 2 G Dock | 21   | 28       |
| Basin 2 G Dock | 19   | 30       |
| Basin 2 G Dock | 18   | 31       |
| Basin 2 G Dock | 20   | 31       |
| Basin 2 H Dock | 6    | 28       |
| Basin 2 H Dock | 14   | 28       |
| Basin 2 H Dock | 18   | 28       |
| Basin 2 H Dock | 12   | 31       |

| Group          | Slip | V Length |
|----------------|------|----------|
| Basin 2 H Dock | 4    | 33       |
| Basin 2 H Dock | 8    | 33       |
| Basin 2 H Dock | 2    | 36       |
| Basin 2 H Dock | 10   | 36       |
| Basin 2 H Dock | 16   | 46       |
| Basin 2 H Dock | 7    | 63       |
| Basin 2 H Dock | 9    | 63       |
| Basin 2 H Dock | 11   | 63       |
| Basin 2 H Dock | 13   | 63       |
| Basin 2 H Dock | 15   | 63       |
| Basin 2 H Dock | 17   | 63       |
| Basin 2 H Dock | 19   | 63       |
| Basin 2 I Dock | 7    | 24       |
| Basin 2 I Dock | 16   | 27       |
| Basin 2 I Dock | 11   | 28       |
| Basin 2 I Dock | 8    | 30       |
| Basin 2 I Dock | 13   | 30       |
| Basin 2 I Dock | 3    | 32       |
| Basin 2 I Dock | 15   | 33       |
| Basin 2 I Dock | 2    | 34       |
| Basin 2 I Dock | 4    | 36       |
| Basin 2 I Dock | 12   | 37       |
| Basin 2 I Dock | 5    | 39.6     |
| Basin 2 I Dock | 6    | 40       |
| Basin 2 I Dock | 10   | 40       |
| Basin 2 I Dock | 9    | 43       |
| Basin 2 I Dock | 17   | 44       |
| Basin 2 I Dock | 14   | 45       |
| Basin 2 I Dock | 1    | 50       |
| Basin 2 J Dock | 11   | 21       |
| Basin 2 J Dock | 12   | 25       |
| Basin 2 J Dock | 18   | 25       |
| Basin 2 J Dock | 5    | 26       |
| Basin 2 J Dock | 7    | 26       |
| Basin 2 J Dock | 9    | 26       |
| Basin 2 J Dock | 10   | 26       |
| Basin 2 J Dock | 6    | 27       |
| Basin 2 J Dock | 1    | 28       |
| Basin 2 J Dock | 3    | 28       |
| Basin 2 J Dock | 4    | 28       |
| Basin 2 J Dock | 8    | 29       |
| Basin 2 J Dock | 14   | 31       |
| Basin 2 J Dock | 13   | 31.6     |

| Group          | Slip | V Length |
|----------------|------|----------|
| Basin 2 J Dock | 16   | 34       |
| Basin 2 J Dock | 15   | 40       |
| Basin 2 J Dock | 2    | 43       |
| Basin 2 N Dock | B1   | 27       |
| Basin 2 N Dock | 11   | 32       |
| Basin 2 N Dock | 1    | 35       |
| Basin 2 N Dock | 8    | 35       |
| Basin 2 N Dock | 7    | 36       |
| Basin 2 N Dock | 13   | 36       |
| Basin 2 N Dock | 6    | 38       |
| Basin 2 N Dock | 10   | 38       |
| Basin 2 N Dock | 12   | 40       |
| Basin 2 N Dock | 19   | 41       |
| Basin 2 N Dock | 14   | 42       |
| Basin 2 N Dock | 16   | 45       |
| Basin 2 N Dock | 20   | 48       |
| Basin 2 N Dock | 18   | 50       |
| Basin 2 N Dock | 21   | 54       |
| Basin 2 N Dock | 9    | 59       |
| Basin 2 N Dock | 2    | 67       |
| Basin 2 N Dock | 22   | 67       |
| Basin 2 O Dock | 9    | 31       |
| Basin 2 O Dock | 15   | 32       |
| Basin 2 O Dock | 18   | 34       |
| Basin 2 O Dock | 13   | 38       |
| Basin 2 O Dock | 19   | 38       |
| Basin 2 O Dock | 5    | 40       |
| Basin 2 O Dock | 16   | 40       |
| Basin 2 O Dock | 10   | 41       |
| Basin 2 O Dock | 12   | 41       |
| Basin 2 O Dock | 1    | 42       |
| Basin 2 O Dock | 6    | 42       |
| Basin 2 O Dock | 4    | 43       |
| Basin 2 O Dock | 7    | 43       |
| Basin 2 O Dock | 14   | 44       |
| Basin 2 O Dock | 3    | 45       |
| Basin 2 O Dock | 8    | 48       |
| Basin 2 O Dock | 11   | 48       |
| Basin 2 O Dock | 17   | 48       |
| Basin 2 O Dock | 21   | 50       |
| Basin 2 O Dock | 2    | 56       |
| Basin 2 O Dock | 20   | 60       |
| Basin 2 O Dock | 22   | 73       |



| Group          | Slip | V Length |
|----------------|------|----------|
| Basin 2 P Dock | 20   | 28       |
| Basin 2 P Dock | 17   | 29       |
| Basin 2 P Dock | 18   | 29       |
| Basin 2 P Dock | 16   | 30.6     |
| Basin 2 P Dock | 15   | 31.2     |
| Basin 2 P Dock | 14   | 32       |
| Basin 2 P Dock | 19   | 32       |
| Basin 2 P Dock | 3    | 35       |
| Basin 2 P Dock | 5    | 36       |
| Basin 2 P Dock | 9    | 37       |
| Basin 2 P Dock | 7    | 37.6     |
| Basin 2 P Dock | 10   | 40       |
| Basin 2 P Dock | 4    | 41       |
| Basin 2 P Dock | 6    | 41       |
| Basin 2 P Dock | 8    | 46       |
| Basin 2 P Dock | A01  | 46       |
| Basin 2 P Dock | A02  | 46       |
| Basin 2 P Dock | 2    | 48       |
| Basin 2 P Dock | 1    | 50       |
| Basin 2 P Dock | 12   | 52       |
| Basin 2 P Dock | 22   | 52       |
| Basin 2 P Dock | 21   | 58       |
| Basin 2 Q Dock | 6    | 40       |
| Basin 2 Q Dock | 12   | 40       |
| Basin 2 Q Dock | 9    | 45       |
| Basin 2 Q Dock | 7    | 46       |
| Basin 2 Q Dock | 11   | 50       |
| Basin 2 Q Dock | 15   | 50.1     |
| Basin 2 Q Dock | 17   | 56       |
| Basin 2 Q Dock | 5    | 57       |
| Basin 2 Q Dock | 13   | 60       |
| Basin 2 Q Dock | 10   | 66       |
| Basin 2 Q Dock | 22   | 67       |
| Basin 2 Q Dock | 8    | 70       |
| Basin 2 Q Dock | 1    | 73       |
| Basin 2 Q Dock | 3    | 73       |
| Basin 2 Q Dock | 2    | 74       |
| Basin 2 Q Dock | 18   | 74       |
| Basin 2 Q Dock | 20   | 74       |
| Basin 2 Q Dock | 4    | 80       |
| Basin 2 Q Dock | 21   | 80       |
| Basin 2 Q Dock | 14   | 85       |
| Basin 2 Q Dock | 16   | 85       |

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| Group                  | Slip | V Length |
|------------------------|------|----------|
| Basin 2 Transient Dock | 7    | 60       |
| Basin 2 Transient Dock | 5    | 102      |
| Sum:                   |      | 10808.6  |
| Average Length:        |      | 35.6     |
| Number of Boats:       |      | 303      |

+ 794 (EMPTY SLIPS) = 11,602  
35 FT

+ 28 (EMPTY SLIPS) = 331

Electrical Charges for All Docks based on data 11/15/2016-10/22/2018

|                       | METER#5595<br>ACCT#67601001 (Lower<br>Harbor Rd near B-Sport<br>Dock-Parking<br>Lots/Docks) | METER#90194<br>ACCT#67601005<br>(Lower Harbor Rd-B<br>Dock-Sport Dock) | METER#90095<br>ACCT#67601010<br>(16340 Lower<br>Harbor Rd Basin<br>#1-Sport Dock A-<br>D) | METER#63023<br>ACCT#67601012<br>(16370 Lower<br>Harbor Ramp-<br>Sport Transient<br>Dock) | METER#90192<br>ACCT#67601017<br>(16110 Lower Harbor<br>Rd-Commercial<br>Transient Dock) | METER#90092<br>ACCT#67601027<br>(Boat Basin-<br>R&J&K&L DOCKS-<br>Kite Field/Ramp<br>to Docks I-I) | METER#90191<br>ACCT#67601032<br>(16011 Boat Basin<br>Rd - O&N Docks) | METER#90193<br>ACCT#67601033<br>(16011 Lower<br>Harbor Rd - P&Q<br>Docks) | METER#90093<br>ACCT#6760103<br>5 (16035 Boat<br>Basin Rd-RR, CS<br>Dock C-H) | Total Charges for<br>All Docks per<br>Month |
|-----------------------|---|--|---|--|---|--|--|---|--|---|
| 10/22/2018            | 46.29   | 100.67   | 898.55  | 47.63  | 303.97  | 476.59   | 1305.17  | 1231.51   | 384.53   | 4794.91                                     |
| 9/21/2018             | 46.58   | 58.47  | 369.19  | 97.12  | 257.94  | 231.09   | 499.61   | 552.45  | 292.47   | 2404.92                                     |
| 8/21/2018             | 44.56   | 50.80  | 415.22  | 96.83  | 177.39  | 223.42   | 564.82   | 521.57  | 246.43   | 2341.04                                     |
| 7/21/2018             | 43.32   | 54.63  | 422.89  | 95.10  | 200.40  | 208.07   | 649.21   | 676.42  | 234.93   | 2584.97                                     |
| 6/22/2018             | 43.61   | 58.47  | 514.95  | 84.65  | 177.39  | 231.09   | 649.21   | 638.42  | 269.45   | 2667.24                                     |
| 5/25/2018             | 44.18   | 77.65  | 676.07  | 46.67  | 273.29  | 277.12   | 967.60   | 830.11  | 303.97   | 3496.66                                     |
| 4/21/2018             | 44.66   | 85.32  | 860.19  | 46.67  | 246.43  | 361.51   | 1163.24  | 1149.40   | 373.02   | 4330.44                                     |
| 3/12/2018             | 44.56   | 92.99  | 1028.98   | 46.10  | 177.39  | 438.23   | 1121.04  | 1037.98   | 350.01   | 4337.28                                     |
| 2/23/2018             | 45.33   | 99.28  | 998.29  | 46.67  | 96.83   | 407.55   | 963.77   | 993.45  | 361.51   | 4006.39                                     |
| 1/21/2018             | 46.29   | 100.67   | 898.55  | 47.63  | 303.97  | 476.59   | 1305.17  | 1231.51   | 384.53   | 4794.91                                     |
| 12/18/2017            | 45.43   | 89.16  | 722.10  | 45.24  | 219.58  | 438.23   | 1132.55  | 1209.36   | 350.01   | 4251.66                                     |
| 11/21/2017            | 45.62   | 85.32  | 622.36  | 46.67  | 162.04  | 346.17   | 875.54   | 1064.80   | 303.97   | 3552.49                                     |
| 10/21/2017            | 44.47   | 69.98  | 545.64  | 68.35  | 257.94  | 215.75   | 603.18   | 720.71  | 269.45   | 2795.47                                     |
| 9/21/2017             | 44.09   | 62.31  | 453.58  | 141.42   | 204.24  | 215.75   | 491.94   | 531.21  | 269.45   | 2413.99                                     |
| 8/21/2017             | 44.18   | 62.31  | 522.63  | 142.57   | 269.45  | 208.07   | 553.31   | 600.94  | 292.47   | 2695.93                                     |
| 7/21/2017             | 43.32   | 62.31  | 499.61  | 135.86   | 319.32  | 238.76   | 714.43   | 733.59  | 326.99   | 3074.19                                     |
| 6/21/2017             | 55.02   | 77.65  | 553.32  | 52.91  | 231.09  | 323.15   | 764.29   | 907.92  | 442.07   | 3407.42                                     |
| 5/21/2017             | 44.18   | 81.49  | 760.46  | 44.28  | 434.40  | 399.87   | 1036.65  | 1024.60   | 557.15   | 4383.08                                     |
| 4/21/2017             | 44.28   | 92.99  | 852.52  | 44.56  | 185.06  | 415.22   | 1220.78  | 1028.88   | 568.66   | 4452.95                                     |
| 3/21/2017             | 44.66   | 92.99  | 1090.35   | 44.56  | 92.99   | 468.92   | 1462.45  | 1054.64   | 626.20   | 4977.76                                     |
| 2/21/2017             | 45.81   | 100.67   | 1167.07   | 45.33  | 169.71  | 584.00   | 1427.92  | 1113.68   | 580.17   | 5234.36                                     |
| 1/21/2017             | 45.72   | 77.65  | 1182.42   | 45.62  | 384.53  | 614.69   | 1477.79  | 1302.73   | 695.25   | 5826.40                                     |
| 12/21/2016            | 45.24   | 46.96  | 890.88  | 45.04  | 326.99  | 461.25   | 1220.78  | 1074.71   | 534.13   | 4645.98                                     |
| 11/15/2016            | 46.10   | 46.96  | 706.75  | 67.01  | 277.12  | 338.50   | 1040.49  | 1065.58   | 465.09   | 4053.60                                     |
| Monthly<br>Average    | <del>45.51</del>  | <del>75.09</del>   | 735.52  | <del>67.09</del>   | 239.56  | 358.32   | 967.12   | 929.01  | 395.08   |   |
| Total Annual Average  |   |  |   |  |   |  |  |   |  | 45,762.02                                   |
| Total Monthly Average |   |  |   |  |   |  |  |   |  | 3,813.50                                    |

-188.89  
 $\frac{3,621.61}{\div 331}$   
 $\frac{\$10.95}{mo}$   
 $\div 35$   
 $\frac{\$0.31}{ft}$

331 SLIPS w/POWER  
 35FT AVG BOAT LENGTH



# West Basin Moorage Rates

Moorage rate is based on overall length of the vessel or slip size which ever one is longer.

Live aboard fee \$50.00 per month first person and \$40.00 for additional persons.

## Moorage Rates

|   | Annual         | Monthly        |
|---|----------------|----------------|
| Recreational                                    | \$40.00 per ft | \$11.00 per ft |
| Commercial Passenger                            | \$44.00 per ft | \$15.00 per ft |
| Commercial Passenger<br>(w/ POA property lease) | \$40.00 per ft | \$11.00 per ft |
| Commercial non Passenger                        | \$40.00 per ft | \$11.00 per ft |

## Daily

| 20-29 ft | 30-39 ft | 40-49 ft | 50-59 ft | 60-69 ft | 70-79 ft | 80-89 ft | 90-99 ft | 100-109 ft | 110-119 ft |
|----------|----------|----------|----------|----------|----------|----------|----------|------------|------------|
| \$20.00  | \$25.00  | \$30.00  | \$40.00  | \$45.00  | \$50.00  | \$60.00  | \$70.00  | \$80.00    | \$100.00   |

## Electrical Rates

|         |                             | 30 amp  | 50 amp   |
|---------|-----------------------------|---------|----------|
| Monthly | Recreational                | \$65.00 | \$100.00 |
|         | Commercial                  | \$95.00 | \$125.00 |
| Daily   | Commercial and Recreational | \$5.00  | \$10.00  |

|        |                             |                             |                             |
|--------|-----------------------------|-----------------------------|-----------------------------|
| Annual | Commercial and Recreational | \$15.00/month<br>plus usage | \$20.00/month<br>plus usage |
|--------|-----------------------------|-----------------------------|-----------------------------|

**Parking**

Annual Moorage Tenant will receive 1 parking pass per year.

|  |          |
|--|----------|
| Extra parking pass for annual moorage tenant | \$100.00 |
| Monthly Parking Pass                         | \$150.00 |
| Daily Parking Pass - West Basin              | \$10.00  |
| Daily Parking Pass - East Basin              | \$10.00  |

**Related Miscellaneous Fees:**

|                    |                     |
|--------------------|---------------------|
| Emergency Pump Out | \$65.00 plus labor  |
| Oil Pads           | \$2.00 each         |
| Oil Boom           | \$35.00 per section |
| Labor              | \$79.00 per hour    |

**Contact**

For more information, please contact Marina Office at 503 325-8279 (office), 503 791-7730 (cell), or e-mail the Marina Manager at [marina@portofastoria.com](mailto:marina@portofastoria.com).

- [Commissioner Bios](#)
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- [Items for Sale](#)
- [Port News](#)
- [Port Events](#)
- [East Basin](#)
- [West Basin](#)
- [Terms of Use](#)

Janice Burk <marina@portofastoria.com>

To dodgecummins92@yahoo.com

Feb 11 at 12:10 PM

Daniel,

We have several rates based on length of stay, overall length of the boat and if you are carrying passengers for a fee or a recreational boater. As far as insurance yes we require liability of \$ 300,000.00 or \$ 500,000.00 depending on the type of vessel. We also require that you name the Port as additional insured.

I would be happy to answer your questions if you would like to give the Marina Office a call.

Thanks,

Janice Burk

Port of Astoria

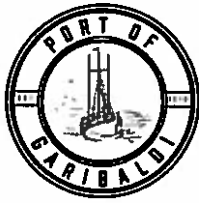
Marina Manager

Office 503-325-8279

Cell 503-791-7731

10 Pier 1 Suite 102

Astoria, OR. 97103



[Harbor](#) [RV Park](#) [About](#) [Businesses](#) [Events](#) [Contact](#)

## Moorage

### Port Fees

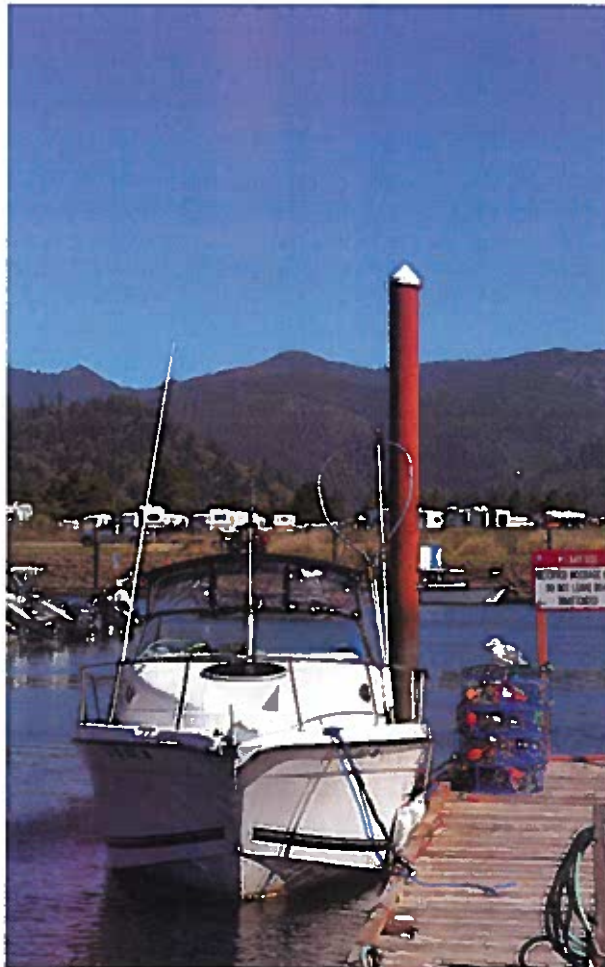
Annual Moorage Rates (Resolution 2014-01)

| DOCKS            | DESC.  | ANNUAL RATES |
|------------------|--|--------------|
| G-Dock           | 16- to 18-ft. boats  | \$400        |
| E-Dock (inside)  | Up to 18-ft. boats, dock has water included. (E-35 to E-67)      | \$500        |
| E-Dock (outside) | Up to 20-ft. boats, dock has water included. (E-01 to E-34)      | \$674        |
| C/D-Docks        | 20- to 24-ft. boats, slips have power and water included in rate | \$957        |

|         |  |         |
|---------|--|---------|
| F-Dock  | 25- to 40-ft. boats (12-ft. wide maximum), slips have power and water included in rate | \$1,272 |
| CH-Dock | Charter/guide vessels up to 40-ft  | \$1,535 |
| B-Dock  | Commercial dock. Vessels up to 12-ft. wide   | \$1,213 |
| A-Dock  | Commercial dock. Vessels up to 16-ft. wide   | \$1,335 |

**NOTE:** All boats over 40' will be charged \$5.00 per foot over 40'.

Moorage rates are subject to annual review by commissioners and are usually updated 3% annually.



## Sport Slips

Sport slips are available through waiting list. Renewals occur in August.





**DOCKS**

- G-Dock
- E-Dock – (inside)
- E-Dock – (outside)
- C/D-Docks
- F-Dock
- CH-Dock

**SLIPS**

- 28 slips with 16' fingers, no utilities. Up to 18' boat
- 33 slips, 16' fingers, water only. 18' x 8' max. boats
- 34 slips, 18' fingers, water only. 20' x 8' max. boats
- 68 slips, 24' fingers, water & power. Up to 24' x 8 1/2' max.
- 34 slips, 40' fingers, water & power. For 25' – 40' vessels, max.
- 10 slips with 40x 4' fingers, power/water. 40' vessels up to

## Commercial Slips

Commercial slips are available through waiting list.

**DOCKS**

- CH-Dock
- B-Dock
- A-Dock

**SLIPS**

- 17 charter slips with 40' x 10' fingers. Power & Water. 40' vessels up to 13' wide.
- 30 commercial slips with power & water. For boats 12' width max.
- 23 commercial slips with power & water.  
A-01 to A-18 is for 16' wide boats.

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A-19 to A-23 is for 18' to 22' wide boats.



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## Insurance Requirements

1 message

Claudia Maciel <claudia@portofgaribaldi.org>  
To: "info@portofbrookingsharbor.com" <info@portofbrookingsharbor.com>

Mon, Apr 8, 2019 at 3:39 PM

Below are our insurance requirements for our commercial and recreational vessels.

### Section 11. Insurance Certificate Limits.

|  |           |     |     |
|--|-----------|-----|-----|
| A. Each Occurrence.....                              | \$2.0MM   | --- | n/a |
| B. Damaged to Rented Premises (each occurrence)..... | \$300,000 | --- | n/a |
| C. Medical Expense (any one person).....             | \$5,000   | --- | n/a |
| D. Personal & Adverse Injury.....                    | \$2.0MM   | --- | n/a |
| E. General Aggregate.....                            | \$2.0MM   | --- | n/a |
| F. Products – Comp/OpAgg.....                        | \$2.0MM   | --- | n/a |

### Section 12. Moorage Insurance Certificate Limits.

#### A. Commercial Vessels

##### 1. General Liability

|   |           |     |     |
|---|-----------|-----|-----|
| a. Protection & Indemnity and Wreckage..... | \$300,000 | --- | n/a |
| b. Pollution Coverage.....                  | \$300,000 | --- | n/a |

2. Annual Moorage Holders shall provide the Port with an Additional Insured Certificate with limits included in Section 11 of this Resolution.

3. Transient Vessels shall provide proof of this coverage upon registration with the Port.

#### B. Recreational Vessels

1. Ocean/Marine Liability..... \$300,000 --- n/a

|                            |           |     |     |
|----------------------------|-----------|-----|-----|
| a. Pollution Coverage..... | \$300,000 | --- | n/a |
|----------------------------|-----------|-----|-----|

2. Annual Moorage Holders shall provide the Port with an Additional Insured Certificate with limits included in Section 11 of this Resolution.

3. Transient Vessels shall provide proof of this coverage upon registration with the Port.

Please let me know if you have any further questions.

Have a great day

*Claudia Maciel*

Office Manager

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Administrative Offices - 600 SE Bay Blvd. / (541) 265-7758  
 Commercial Marina - 600 SE Bay Blvd. / (541) 270-5557  
 Recreational Marina Marina/RV Park - 2120 S.E. Marine Science Dr. / (541) 867-3321  
 International Terminal - 1510 S.E. Bay Blvd. / (541) 265-9651

**PORT OF NEWPORT  
 COMMERCIAL MARINA, INTERNATIONAL TERMINAL,  
 RECREATIONAL MARINA AND  
 RV PARK RATES**

**SERVICE RATES ..... PAGE 1**

**COMMERCIAL MARINA (BAY FRONT) CHARGES ..... PAGE 3**

**INTERNATIONAL TERMINAL CHARGES ..... PAGE 4**

**RECREATIONAL MARINA (SOUTH BEACH) CHARGES ..... PAGE 5**

**RECREATIONAL VEHICLE PARK FEES ..... PAGE 5**

**CIVIL PENALTIES ..... PAGE 7**

**ADMINISTRATIVE FEES ..... PAGE 7**

**INSURANCE CERTIFICATE LIMITS ..... PAGE 9**

**RETAIL SALES, GIFT CERTIFICATES, PROMOTIONS, SPONSORSHIPS  
 AND SUNDRIES ..... PAGE 9**

**RECREATIONAL MARINA CALCULATED RATES PER LENGTH ..... APPENDIX A**

**COMMERCIAL MARINA CALCULATED RATES PER LENGTH ..... APPENDIX B**

**Section 1. Service Rates.** Rates apply to all Port of Newport locations unless otherwise noted. Rates become effective July 1, 2018. Port owned equipment to be operated by port personnel. Rates are per hour, 1 hour minimum, in 15 minute increments, unless otherwise noted. Overtime labor or emergency call out labor are an additional charge.

- A. Forklift. Includes equipment and labor
  - 1. Small. Toyotas.
    - a. per hour ..... \$68.75
  - 2. Large. All at International Terminal (IT).
    - a. per hour ..... \$88.00
- B. Hoist Docks. Tie up fee, per hour. Includes use of hoist.
  - 1. one hour minimum, up to 3hrs ..... \$41.00
  - 2. after 3 hours ..... \$49.00
- C. Hoist Dock Cranes. In addition to hoist dock rate.
  - 1. Large Capacity. Includes equipment and labor.
    - a. per hour ..... \$100.00
  - 2. Launch Sail Boats. Includes recovery, per launch ..... \$47.00
- D. Service Docks.
  - 1. Swede's Dock. In addition to moorage.
    - Per day, per linear foot (double transient rate) ..... 1.04
- E. City Water .....city rate + 5% administration fee
- F. Fuel Surcharge. International Terminal only. Per gallon ..... \$0.034

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Administrative Offices - 600 SE Bay Blvd. / (541) 265-7758  
 Commercial Marina - 600 SE Bay Blvd. / (541) 270-5557  
 Recreational Marina Marina/RV Park - 2120 S.E. Marine Science Dr. / (541) 867-3321  
 International Terminal - 1510 S.E. Bay Blvd. / (541) 265-9651

|   |          |
|---|----------|
| G. <u>Electricity</u> . Swede's Dock, Dock 1, and IT. Per day charge.   |          |
| 1. 208/220 v, single phase & 208 v three phase .....  | \$16.75  |
| 2. 120v, IT .....   | \$7.25   |
| 3. PD 7 Service Dock, 110v pumps .....  | \$7.25   |
| 4. PD 7 Yard Charge, trucks .....   | \$12.75  |
| H. <u>Hydraulic Crane</u> . Includes equipment and labor. 30 ton capacity, per hour,  |          |
| 1 hour minimum .....  | \$202.00 |
| I. <u>Personnel Lift</u> . In addition to labor rate..... Local rental cost + 5% administration fee   |          |
| J. <u>Pump/Line Service</u> . Includes one Port employee only. Additional staff required will be billed at the established hourly labor rate. Per hour .....  |          |
|   | \$65.00  |
| K. <u>Storage</u> .   |          |
| 1. Outside Lot Storage.   |          |
| a. per square foot, monthly charge .....  | \$0.24   |
| b. minimum monthly charge .....   | \$24.00  |
| c. boat trailer only, per night .....   | \$2.65   |
| d. boat on trailer, per night, 10 days limit .....  | \$8.50   |
| 2. Emergency Storage Fee. Per day billed as guest. For vehicles, boats or trailers prior to being considered unclaimed property in possession (ORS 98.245).<br>1 <sup>st</sup> day free. Each additional day..... |          |
|   | \$30.00  |
| Charge for improper use of parking lot (i.e. boat repair), per day.....   |          |
|   | \$24.00  |
| L. <u>Net &amp; Gear Maintenance</u> . Boat crew is responsible for clean-up. If Port Employees are required to clean up area, the boat account will be billed at the established hourly labor rate.              |          |
| 1. Commercial Marina, per day .....   | \$21.00  |
| 2. Terminal Lot, per day. (7 calendar days max) .....   | \$21.00  |
| 3. Recreational Marina, per day .....   | \$21.00  |
| M. <u>Work Barge</u> .  |          |
| 1. Work Boat, per hour. Includes equipment and labor .....  | \$194.00 |
| 2. Wood Barge, per day (work boat extra) In addition to labor rate.....   | \$26.00  |
| 3. Skiff, per hour. Includes equipment and labor .....  | \$70.50  |
| N. <u>Clean-up</u> . Fees will be charged for each man-hour at the established labor. Equipment charges are extra.  |          |
| 1. Oil Spills, per hour (HAZWOPER trained staff) .....  | \$102.00 |
| O. <u>Disposal Fees</u> .   |          |
| 1. Just Oil, per gallon .....   | \$0.52   |
| 2. Oil-Water Mix, per gallon .....  | \$1.05   |
| 3. Net Disposal and/or Related Gear, per pound.....   | \$0.19   |
| 4. Garbage, per pound.....  | \$0.16   |
| P. <u>Port Labor</u> . Includes all staff and fully burdened. Per hour, one hour minimum, In 15 minute increments.  |          |
| 1. Regular Hours .....  | \$56.00  |
| 2. Overtime. Any services required outside the established working hours, unless otherwise posted. ....   | \$84.00  |
| 3. Emergency Call-out. Any services requiring a port employee not currently on duty to report to duty after hours.....  | \$106.00 |
| Q. <u>Pallet Charge</u> . Any Port owned pallet leaving yard, each .....  | \$6.50   |
| R. <u>Dredge Spoils</u> . Includes state fees; may be waived for other public agencies<br>Per cubic yard .....  | \$2.65   |



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- S. Keys/Cards.
1. South Beach Facilities. Cards.
    - a. Original (1<sup>st</sup> one)..... free
    - b. Replacement/additional (each) ..... \$6.50
  2. Bay Front Facilities. Keys.
    - a. original/first one ..... \$18.00
    - b. replacement/additional ..... \$32.00

**Section 2. Commercial Marina (Bay Front) Charges. (Port Docks 1, 3, 5 and 7). Rates Effective July 1, 2018.**

- A. Moorage. Per linear foot.
1. Daily (transient) ..... \$0.52
  2. Weekly, to be paid in advance ..... \$5.00
  3. Calendar Month, to be paid in advance ..... \$9.50
  4. Semi-Annual, to be paid in advance ..... \$35.00
  5. Annual, to be paid in advance ..... \$46.00
- B. Parking Permits. To be paid in advance. (Will be prorated monthly for existing permit holders.)
1. Commercial Fishermen only.
    - Annual: January - December ..... \$23.00
  2. Public Parking. Limited availability. Assigned. To be paid in advance
    - a. Quarterly: Jan - Mar, Apr - Jun, Jul - Sep, or Oct - Dec ..... \$325.00
    - b. Semi-Annual: January - June or July - December ..... \$520.00
    - c. Annual: January - December ..... \$780.00



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**Section 3. International Terminal Charges.** International Terminal Tariff No. 1 adopted via Res. No. 2014-03 on May 22, 2014. All fees authorized via Tariff No. 1. Effective July 1, 2014.

|  |                 |
|--|-----------------|
| A. <u>Port Security Fee.</u> (§I.13). Per day .....  | \$895.00        |
| B. <u>Materials &amp; Supplies.</u> (§I.31). .....   | Cost plus 25%   |
| C. <u>Dockage Charges.</u> (§III.13). Rate per day, by length.   |                 |
| 1. 000.00 – 351.05 ft. ....  | \$1,627.00      |
| 2. 351.05 – 371.02 ft. ....  | \$1,792.00      |
| 3. 371.02 – 400.26 ft. ....  | \$1,981.00      |
| 4. 400.26 – 426.51 ft. ....  | \$2,203.00      |
| 5. 426.51 – 449.48 ft. ....  | \$2,373.00      |
| 6. 449.48 – 475.72 ft. ....  | \$2,607.00      |
| 7. 475.72 – 498.69 ft. ....  | \$2,960.00      |
| 8. 498.69 – 524.93 ft. ....  | \$3,527.00      |
| 9. 524.93 – 551.18 ft. ....  | \$3,639.00      |
| 10. 551.18 – 574.15 ft. ....   | \$3,822.00      |
| 11. 574.15 – 600.39 ft. ....   | \$4,373.00      |
| 12. 600.39 – 626.64 ft. ....   | \$5,092.00      |
| 13. 626.64 – 649.99 ft. ....   | \$5,787.00      |
| 14. Above 650 ft., added on top of above rate, per ft. ....  | \$ 8.90         |
| 15. Exceptions for certain vessels. (§II.14), per ft. per day.....   | \$ 0.80         |
| D. <u>Service and Facility Charges.</u> (§III.2). Per 1000 board feet, unless noted  |                 |
| 1. Logs. Scribner scale, ex dock .....   | \$ 7.75         |
| 2. Cants. ....   | \$ 6.00         |
| 3. Lumber. Packaged rough. ....  | \$ 5.22         |
| 4. Lumber. Packaged surfaced. ....   | \$4.63          |
| 5. Plywood, Veneer, corestock & hardboard, /1000 kilos. ....   | \$5.87          |
| 6. Pulp, Linerboard, bales or rolls, 2000 kilos .....  | \$ 3.49         |
| 7. Other commodities, per metric ton or 1000 bf. ....  | \$ 6.83         |
| 8. Other commodities, per cubic meter .....  | \$ 5.69         |
| E. <u>Wharfage Assessment.</u> (§III.6). Minimum charge for any single bill of lading .....  | \$10.00         |
| F. <u>Wharf Charges.</u> (§III.7). Per 1000 board feet, unless noted.  |                 |
| In addition to Service and Facility Charges.   |                 |
| 1. Logs. Scribner scale, ex dock .....   | \$ 9.50         |
| 2. Cants .....   | \$ 6.00         |
| 3. Lumber. Packaged rough .....  | \$ 4.55         |
| 4. Lumber. Packaged surfaced. ....   | \$ 4.03         |
| 5. Plywood, Veneer, corestock and hardboard, per 1000 kilos .....  | \$ 3.96         |
| 6. Pulp, Linerboard, bales or rolls .....  | \$ 2.72         |
| 7. Other commodities, per 1000 kilos .....   | \$ 5.57         |
| 8. Other commodities, per cubic meter .....  | \$ 4.57         |
| G. <u>Cargo Staging Area.</u> (§IV.2). Base rent for surge area.   |                 |
| 1. per week, seven days .....  | \$2,000.00      |
| 2. per day, less than seven days. ....   | \$300.00        |
| H. <u>Line Service.</u> (§V.3). Labor will be charged at the rates set out in the current ILWU/PMA West Coast Contract. Rate schedule per day. |                 |
| 1. 2 men .....   | \$520-\$656     |
| 2. 4 men .....   | \$1,061-\$1,317 |
| 3. 6 men .....   | \$1,575-\$1,973 |
| 4. 8 men .....   | \$2,153-\$2,631 |



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**Section 4. Recreational Marina (South Beach) Charges.** Per linear foot. All charges for greater length between dock and boat, except for F-Dock which is boat length only. Rates effective October 1, 2018. \*See appendix A for calculated rates based on length.

- A. Moorage. Per linear foot.
  - 1. Daily ..... \$0.80
  - 2. Weekly ..... \$5.00
  - 3. Calendar Month ..... \$12.00
  - 4. Semi-Annual – to be paid in advance ..... \$40.00
  - 5. Annual – to be paid in advance ..... \$60.00
  - 6. Cancellation Fee – Semi-Annual or Annual Moorage
    - a. 30 days or more before check-in date ..... \$53.00
    - b. Less than 30 days before check-in, or early check-out ..... \$105.00
  - 7. Electrical Surcharge, per extra plug on dock.
    - a. Weekly ..... \$30.00
    - b. Monthly ..... \$120.00
  - 8. Live aboard, by written agreement only. Monthly rate by person.
    - a. Each person ..... \$80.00
- B. South Beach Charter Rates.
  - 1. Annual Charter Operating Fee ..... \$350.00
  - 2. Annual Charter Moorage, per linear foot, if meeting the requirements of Resolution 2015-08 Section 3 ..... \$50.00
- C. Dock Box.
  - 1. Purchase ..... \$375.00
- D. Electrical Upgrade. From 20 to 30 amp. One-time ..... \$75.00
- E. Service Fee Reimbursement. For electric pedestal amperage overloads  
 May be charged at actual cost to the Port + 5.0% Admin. Fee ..... \$100.00
- F. Line Replacement. Per foot, per time ..... \$1.50
- G. Launch Fee.
  - 1. Daily ..... \$10.00
  - 2. Annual
    - a. Resident ..... \$70.00
    - b. Resident Senior (60+) ..... \$50.00
    - c. Non-resident ..... \$100.00
    - d. Non-resident Senior (60+) ..... \$85.00
    - e. Military Veterans, Disabled, Retired or Active Duty; with ID proof ..... \$50.00

**Section 5. Recreational Vehicle Park Fees.** Rates effective October 1, 2018. Applicable state and municipal lodging tax will be an additional charge.

- A. High Traffic Surcharge. Per night (2 night min.) Added to all RV Park stays in Marina RV Park, RV Park Annex, and Dry Camping.
  - 1. Memorial Day, Labor Day, 4<sup>th</sup> of July ..... \$20.00
  - 2. Seafood & Wine Festival, Marina & Annex RV Parks ..... \$50.00
  - 3. Seafood & Wine Festival, Dry Camping ..... \$20.00
  - 4. Other Special Events ..... varies
- B. Peak Season (Summer). April 1 – October 31. Base rate before taxes.
  - 1. All Marina Park Sites
    - a. Daily
      - Regular ..... \$50.00
      - Good Sam OR Military Veterans, Disabled, Retired or Active Duty; with ID proof (not both) ..... \$45.00
    - b. Monthly ..... \$900.00





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|    |   |                    |
|----|---|--------------------|
| 2. | The Annex   |                    |
| a. | Daily .....   | \$38.00            |
| b. | Monthly .....   | \$750.00           |
| 3. | Dry Camping, daily .....  | \$27.00            |
| C. | <u>Off Season (Winter), November 1 – March 31.</u>  |                    |
| 1. | All Marina Park Sites   |                    |
| a. | Daily   |                    |
|    | • Regular .....   | \$43.00            |
|    | • Good Sam OR Military Veterans, Disabled, Retired or Active Duty;<br>with ID proof (not both) .....  | \$38.70            |
| b. | Monthly .....   | \$800.00           |
| 2. | The Annex   |                    |
| a. | Daily .....   | \$37.00            |
| b. | Monthly .....   | \$750.00           |
| 3. | Dry Camping, daily .....  | \$25.00            |
| D. | <u>South Beach Meeting Room.</u> Must be pre-arranged and authorized. Keys must<br>be obtained and returned. Certain waivers by management                  |                    |
| 1. | 1/3 Day (morning, afternoon or evening) .....   | \$40.00            |
| 2. | Full Day .....  | \$100.00           |
| E. | <u>Pet Fee.</u> Charged additionally; 3 pet limit.  |                    |
| 1. | Daily. First pet free; each additional .....  | \$4.00             |
| 2. | Weekly. First pet free; each additional .....   | \$11.00            |
| 3. | Monthly. Charge per pet including first .....   | \$11.00            |
| F. | <u>Individual Fee.</u> First two people free; each additional person charged.   |                    |
| 1. | Daily .....   | \$4.00             |
| 2. | Monthly .....   | \$42.00            |
| G. | <u>Vehicle Fee.</u> Any combination of three axle pieces of equipment (i.e. trailer,<br>Fifth wheel, truck/car, storage trailer.) Charged for fourth piece. |                    |
| 1. | Daily .....   | \$10.00            |
| 2. | Monthly .....   | \$50.00            |
| H. | <u>Reservation Deposit.</u> Payable at booking. Deposit will be applied to actual stay,<br>subject to cancellation fee if applicable.                       |                    |
| 1. | Daily .....   | first night's rate |
| 2. | Monthly .....   | first month's rate |
| I. | <u>Cancellation Fee.</u>  |                    |
| 1. | Daily reservation, except holiday or special event.   |                    |
| a. | 72 hours or more before check-in date .....   | \$15.00            |
| b. | Less than 72 hours before check-in date .....   | first night's rate |
| 2. | Daily reservation, holiday or special event other than Seafood & Wine Festival.   |                    |
| a. | 14 days or more before check-in date .....  | \$15.00            |
| b. | Fewer than 14 days before check-in date .....   | first night's rate |
| 3. | Monthly reservations.   |                    |
| a. | 30 days or more before check-in date .....  | \$53.00            |
| b. | Less than 30 days before check-in, or early check-out .....   | \$105.00           |
| 4. | Seafood & Wine Festival. All cancellations are charged for a 2-night's rate.<br>No grace period.  |                    |
| J. | <u>Laundry Machines.</u> Per load .....   | \$2.00             |
| K. | <u>Showers</u>  |                    |
| 1. | Marina RV Park and Annex RV Sites .....   | free               |
| 2. | Marina Slips & Dry Camping, per 5 minutes .....   | \$1.50             |



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**Section 6. Civil Penalties.** Penalties found in PONFC (Sec. 7.4(a)). Paid in full. Effective July 1, 2018.

|  |            |
|--|------------|
| <b>A. Class A Violation</b>  |            |
| 1. 0-14 days, per day .....  | \$315.00   |
| 2. 15-29 days, per day .....                                       | \$630.00   |
| 3. 30+ days, per day .....   | \$1,050.00 |
| <b>B. Class B Violation</b>  |            |
| 1. 0-14 days, per day .....  | \$158.00   |
| 2. 15-29 days, per day .....                                       | \$315.00   |
| 3. 30+ days, per day .....   | \$525.00   |
| <b>C. Class C Violation</b>  |            |
| 1. 0-14 days, per day .....  | \$32.00    |
| 2. 15-29 days, per day .....                                       | \$63.00    |
| 3. 30+ days, per day .....   | \$105.00   |
| <b>D. Class D Violation</b>  |            |
| 1. 0-14 days, per day .....  | \$16.00    |
| 2. 15-29 days, per day .....                                       | \$32.00    |
| 3. 30+ days, per day .....   | \$53.00    |
| <b>E. Parking Violation. Per event, both vehicles and trailers</b> |            |
| 1. 0-10 days, paid within .....                                    | \$42.00    |
| 2. 11-20 days, paid within .....                                   | \$89.00    |
| 3. 21+ days .....  | \$131.00   |
| <b>F. Dumping Violation. Per event .....</b>                       |            |
|  | \$525.00   |

**Section 7. Administrative Fees.** Staff may require payment or deposit in advance of service. (ORS 192.440(4)(a)). Effective July 1, 2018.

|   |                                     |
|---|-------------------------------------|
| <b>A. Public Records Request Fee Schedule</b>                                       |                                     |
| 1. Copies of Public Records, per page .....   | \$0.50                              |
| 2. Copies of Nonstandard documents, per page .....                                  | \$21.00                             |
| 3. Copies of Sound Recordings (each) .....  | \$12.00                             |
| <b>B. Research.</b> Written request required. Hourly rate, half hour minimum .....  |                                     |
|   | \$53.00                             |
| <b>C. Computer Time.</b> Port operator. Hourly rate, half hour minimum .....        |                                     |
|   | \$53.00                             |
| <b>D. Faxes/Emailing.</b> Per page.   |                                     |
| 1. Local .....  | \$1.10                              |
| 2. Long Distance .....  | \$2.00                              |
| 3. Incoming .....   | \$1.50                              |
| 4. Copies .....   | \$0.30                              |
| <b>E. Long Distance Phone Calls.</b> 5 minute maximum .....                         |                                     |
|   | \$2.50                              |
| <b>F. Lamination.</b> Per page, letter size .....                                   |                                     |
|   | \$2.50                              |
| <b>G. Notice Posting.</b> For non-payment of lease or moorage .....                 |                                     |
|   | \$75.00                             |
| <b>H. Failure to Register.</b> For research related to unregistered boats .....     |                                     |
|   | \$40.00                             |
| <b>I. International Terminal Meeting Room.</b> Must be pre-arranged and authorized. |                                     |
| 1. Half day .....   | \$40.00                             |
| 2. Full day .....   | \$80.00                             |
| <b>J. Returned Check Fee.</b> Bank fees will be added .....                         |                                     |
|   | \$50.00                             |
| <b>K. Per Annum Interest Rate.</b> Applied to past due accounts .....               |                                     |
|   | 19%                                 |
| <b>L. Impound Seizure Fee.</b>  |                                     |
| 1. Vessel Impounding .....  | \$850.00                            |
| 2. Car/Truck/Trailer .....  | \$125.00                            |
| 3. Towing .....   | Actual Cost + 5% Administration Fee |



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|  |            |
|--|------------|
| <b>M. <u>Process Fees</u></b>  |            |
| Any additional fees incurred by the Port as part of an eviction process.   |            |
| 1. Notice.....   | \$75.00    |
| 2. FED Complaint .....   | \$250.00   |
| 3. Court Hearing .....   | \$200.00   |
| 4. Writ of Execution .....   | \$160.00   |
| <b>N. Special Use Permit Fee. GM has authority to adjust usage fee based upon non-profit status and other criteria</b> |            |
| 1. Application Fee .....   | \$110.00   |
| 2. Usage Fee, Number of Participants, Attendees, Contestants and Volunteers at Event                                   |            |
| a. 1-200 .....   | \$420.00   |
| b. 201-500 .....   | \$683.00   |
| c. 501-1000 .....  | \$945.00   |
| d. 1001-5000 .....   | \$1,470.00 |
| e. 5001-10,000 .....   | \$1,995.00 |
| f. 10,001-20,000 .....   | \$2,520.00 |
| g. More than 20,000 .....  | \$5,250.00 |
| 3. Vendors, per each .....   | \$50.00    |
| 4. Insurance Certificate Limits  |            |
| a. General Liability, per occurrence .....   | \$2MM      |
| b. General Liability, in aggregate .....   | \$2MM      |
| O. <u>Security</u> ..... (TCB) costs reviewed and passed along to applicant + 5% administration cost                   |            |
| P. <u>Background Check</u> .....   | \$40.00    |
| Q. <u>Credit Check</u> .....   | \$40.00    |
| R. Notary Fees (OAR 160-100-0410). Acknowledgement, Affidavit/Jurat, Oath/Affirmation, Witness/Attest .....            |            |
|  | \$10.00    |



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**Section 8. Insurance Certificate Limits.** Effective July 1, 2018. Limits are subject to review and risk assessment by management and/or the Port's insurance agent of record. A certificate naming the Port as an additional insured is also required.

|    |  |        |
|----|--|--------|
| 1. | <u>Leases/Tenants General Liability, Each Occurrence</u> .....   | \$2MM  |
| 2. | Damage to Rented Premises (each occurrence) .....  | \$300K |
| 3. | Medical Expenses (any one person) .....  | \$5K   |
| 4. | Personal and Adverse Injury .....  | \$2MM  |
| 5. | General Aggregate .....  | \$2MM  |
| 6. | Products - Comp/Op Aggregate .....   | \$2MM  |
| B. | <u>Commercial Vessels, Liability Coverage Requirements.</u>  |        |
| 1. | Protection and Indemnity, must not exclude Wreck Removal .....   | \$250K |
| 2. | Pollution Liability .....  | \$300K |
| 3. | If Pollution and Indemnity Combined .....  | \$600K |
| 4. | Port of Newport to be named as additional insured on Liability Coverage  |        |
| C. | <u>Recreational Vessels, Liability Coverage Requirements</u>   |        |
| 1. | Protection & Indemnity, must not exclude Wreck Removal .....   | \$250K |
| 2. | Pollution Liability .....  | \$300K |
| 3. | -or- Water Craft Liability, must include both wreck removal and pollution liability coverage. Umbrella clauses must identify boats exceeding 25 ft. .... | \$500K |
| 4. | Port of Newport to be named as an additional insured on Liability Coverage   |        |
| D. | <u>Charter/Guide Vessels.</u>  |        |
| 1. | General Liability .....  | \$2MM  |
| E. | <u>International Terminal Vessels (Tariff No. 1(\$17))</u>   |        |
| 1. | Maritime Employer's Liability (Jones Act) .....  | \$1MM  |
| 2. | Commercial and/or Comprehensive Marine General Liability .....   | \$5MM  |
| F. | <u>NOAA Visiting Vessels</u>   |        |
| 1. | Commercial and/or Comprehensive Marine General Liability .....   | \$5MM  |
| G. | <u>Vendors.</u> (reserved)   |        |

Subject to periodic review by Insurance Agent, and subsequent changes by the Port of Newport Board of Commissioners

**Section 9. Retail Sales, Gift Certificates, Promotions, Sponsorships and Sundries.**  
 The Commission delegates to the Manager the ability to set prices for sundries, cards, Magnets, cups, DVDs, gift certificates, coupons, promotions, advertising, sponsorships, and other retail and marketing items.

**RECREATIONAL MARINA (SOUTH BEACH) RATES – APPENDIX A**

**LIVE-ABOARD FEE ADDITIONAL: Each Person - \$80.00**

**NOTE: Rates are based on vessel length or slip length - whichever is greater. Charge at F-Dock based on boat length.**

**SOUTH BEACH MARINA RATES – APPENDIX A**

| LENGTH | DAILY | WEEKLY | CALENDAR MONTH | SEMI-ANNUAL | ANNUAL  |
|--------|-------|--------|----------------|-------------|---------|
| 24     | 19.20 | 120.00 | 288.00         | 960.00      | 1440.00 |
| 25     | 20.00 | 125.00 | 300.00         | 1000.00     | 1500.00 |
| 26     | 20.80 | 130.00 | 312.00         | 1040.00     | 1560.00 |
| 27     | 21.60 | 135.00 | 324.00         | 1080.00     | 1620.00 |
| 28     | 22.40 | 140.00 | 336.00         | 1120.00     | 1680.00 |
| 29     | 23.20 | 145.00 | 348.00         | 1160.00     | 1740.00 |
| 30     | 24.00 | 150.00 | 360.00         | 1200.00     | 1800.00 |
| 31     | 24.80 | 155.00 | 372.00         | 1240.00     | 1860.00 |
| 32     | 25.60 | 160.00 | 384.00         | 1280.00     | 1920.00 |
| 33     | 26.40 | 165.00 | 396.00         | 1320.00     | 1980.00 |
| 34     | 27.20 | 170.00 | 408.00         | 1360.00     | 2040.00 |
| 35     | 28.00 | 175.00 | 420.00         | 1400.00     | 2100.00 |
| 36     | 28.80 | 180.00 | 432.00         | 1440.00     | 2160.00 |
| 37     | 29.60 | 185.00 | 444.00         | 1480.00     | 2220.00 |
| 38     | 30.40 | 190.00 | 456.00         | 1520.00     | 2280.00 |
| 39     | 31.20 | 195.00 | 468.00         | 1560.00     | 2340.00 |
| 40     | 32.00 | 200.00 | 480.00         | 1600.00     | 2400.00 |
| 41     | 32.80 | 205.00 | 492.00         | 1640.00     | 2460.00 |
| 42     | 33.60 | 210.00 | 504.00         | 1680.00     | 2520.00 |
| 43     | 34.40 | 215.00 | 516.00         | 1720.00     | 2580.00 |
| 44     | 35.20 | 220.00 | 528.00         | 1760.00     | 2640.00 |
| 45     | 36.00 | 225.00 | 540.00         | 1800.00     | 2700.00 |
| 46     | 36.80 | 230.00 | 552.00         | 1840.00     | 2760.00 |
| 47     | 37.60 | 235.00 | 564.00         | 1880.00     | 2820.00 |
| 48     | 38.40 | 240.00 | 576.00         | 1920.00     | 2880.00 |
| 49     | 39.20 | 245.00 | 588.00         | 1960.00     | 2940.00 |
| 50     | 40.00 | 250.00 | 600.00         | 2000.00     | 3000.00 |
| 51     | 40.80 | 255.00 | 612.00         | 2040.00     | 3060.00 |
| 52     | 41.60 | 260.00 | 624.00         | 2080.00     | 3120.00 |
| 53     | 42.40 | 265.00 | 636.00         | 2120.00     | 3180.00 |
| 54     | 43.20 | 270.00 | 648.00         | 2160.00     | 3240.00 |
| 55     | 44.00 | 275.00 | 660.00         | 2200.00     | 3300.00 |
| 56     | 44.80 | 280.00 | 672.00         | 2240.00     | 3360.00 |
| 57     | 45.60 | 285.00 | 684.00         | 2280.00     | 3420.00 |
| 58     | 46.40 | 290.00 | 696.00         | 2320.00     | 3480.00 |
| 59     | 47.20 | 295.00 | 708.00         | 2360.00     | 3540.00 |
| 60     | 48.00 | 300.00 | 720.00         | 2400.00     | 3600.00 |
| 61     | 48.80 | 305.00 | 732.00         | 2440.00     | 3660.00 |
| 62     | 49.60 | 310.00 | 744.00         | 2480.00     | 3720.00 |
| 63     | 50.40 | 315.00 | 756.00         | 2520.00     | 3780.00 |
| 64     | 51.20 | 320.00 | 768.00         | 2560.00     | 3840.00 |
| 65     | 52.00 | 325.00 | 780.00         | 2600.00     | 3900.00 |
| 66     | 52.80 | 330.00 | 792.00         | 2640.00     | 3960.00 |
| 67     | 53.60 | 335.00 | 804.00         | 2680.00     | 4020.00 |
| 68     | 54.40 | 340.00 | 816.00         | 2720.00     | 4080.00 |
| 69     | 55.20 | 345.00 | 828.00         | 2760.00     | 4140.00 |
| 70     | 56.00 | 350.00 | 840.00         | 2800.00     | 4200.00 |
| 71     | 56.80 | 355.00 | 852.00         | 2840.00     | 4260.00 |
| 72     | 57.60 | 360.00 | 864.00         | 2880.00     | 4320.00 |
| 73     | 58.40 | 365.00 | 876.00         | 2920.00     | 4380.00 |
| 74     | 59.20 | 370.00 | 888.00         | 2960.00     | 4440.00 |
| 75     | 60.00 | 375.00 | 900.00         | 3000.00     | 4500.00 |
| 76     | 60.80 | 380.00 | 912.00         | 3040.00     | 4560.00 |
| 77     | 61.60 | 385.00 | 924.00         | 3080.00     | 4620.00 |
| 78     | 62.40 | 390.00 | 936.00         | 3120.00     | 4680.00 |
| 79     | 63.20 | 395.00 | 948.00         | 3160.00     | 4740.00 |
| 80     | 64.00 | 400.00 | 960.00         | 3200.00     | 4800.00 |
| 81     | 64.80 | 405.00 | 972.00         | 3240.00     | 4860.00 |

**SOUTH BEACH MARINA RATES – APPENDIX A**

| LENGTH | DAILY  | WEEKLY | CALENDAR MONTH | SEMI-ANNUAL | ANNUAL  |
|--------|--------|--------|----------------|-------------|---------|
| 82     | 65.60  | 410.00 | 984.00         | 3280.00     | 4920.00 |
| 83     | 66.40  | 415.00 | 996.00         | 3320.00     | 4980.00 |
| 84     | 67.20  | 420.00 | 1008.00        | 3360.00     | 5040.00 |
| 85     | 68.00  | 425.00 | 1020.00        | 3400.00     | 5100.00 |
| 86     | 68.80  | 430.00 | 1032.00        | 3440.00     | 5160.00 |
| 87     | 69.60  | 435.00 | 1044.00        | 3480.00     | 5220.00 |
| 88     | 70.40  | 440.00 | 1056.00        | 3520.00     | 5280.00 |
| 89     | 71.20  | 445.00 | 1068.00        | 3560.00     | 5340.00 |
| 90     | 72.00  | 450.00 | 1080.00        | 3600.00     | 5400.00 |
| 91     | 72.80  | 455.00 | 1092.00        | 3640.00     | 5460.00 |
| 92     | 73.60  | 460.00 | 1104.00        | 3680.00     | 5520.00 |
| 93     | 74.40  | 465.00 | 1116.00        | 3720.00     | 5580.00 |
| 94     | 75.20  | 470.00 | 1128.00        | 3760.00     | 5640.00 |
| 95     | 76.00  | 475.00 | 1140.00        | 3800.00     | 5700.00 |
| 96     | 76.80  | 480.00 | 1152.00        | 3840.00     | 5760.00 |
| 97     | 77.60  | 485.00 | 1164.00        | 3880.00     | 5820.00 |
| 98     | 78.40  | 490.00 | 1176.00        | 3920.00     | 5880.00 |
| 99     | 79.20  | 495.00 | 1188.00        | 3960.00     | 5940.00 |
| 100    | 80.00  | 500.00 | 1200.00        | 4000.00     | 6000.00 |
| 101    | 80.80  | 505.00 | 1212.00        | 4040.00     | 6060.00 |
| 102    | 81.60  | 510.00 | 1224.00        | 4080.00     | 6120.00 |
| 103    | 82.40  | 515.00 | 1236.00        | 4120.00     | 6180.00 |
| 104    | 83.20  | 520.00 | 1248.00        | 4160.00     | 6240.00 |
| 105    | 84.00  | 525.00 | 1260.00        | 4200.00     | 6300.00 |
| 106    | 84.80  | 530.00 | 1272.00        | 4240.00     | 6360.00 |
| 107    | 85.60  | 535.00 | 1284.00        | 4280.00     | 6420.00 |
| 108    | 86.40  | 540.00 | 1296.00        | 4320.00     | 6480.00 |
| 109    | 87.20  | 545.00 | 1308.00        | 4360.00     | 6540.00 |
| 110    | 88.00  | 550.00 | 1320.00        | 4400.00     | 6600.00 |
| 111    | 88.80  | 555.00 | 1332.00        | 4440.00     | 6660.00 |
| 112    | 89.60  | 560.00 | 1344.00        | 4480.00     | 6720.00 |
| 113    | 90.40  | 565.00 | 1356.00        | 4520.00     | 6780.00 |
| 114    | 91.20  | 570.00 | 1368.00        | 4560.00     | 6840.00 |
| 115    | 92.00  | 575.00 | 1380.00        | 4600.00     | 6900.00 |
| 116    | 92.80  | 580.00 | 1392.00        | 4640.00     | 6960.00 |
| 117    | 93.60  | 585.00 | 1404.00        | 4680.00     | 7020.00 |
| 118    | 94.40  | 590.00 | 1416.00        | 4720.00     | 7080.00 |
| 119    | 95.20  | 595.00 | 1428.00        | 4760.00     | 7140.00 |
| 120    | 96.00  | 600.00 | 1440.00        | 4800.00     | 7200.00 |
| 121    | 96.80  | 605.00 | 1452.00        | 4840.00     | 7260.00 |
| 122    | 97.60  | 610.00 | 1464.00        | 4880.00     | 7320.00 |
| 123    | 98.40  | 615.00 | 1476.00        | 4920.00     | 7380.00 |
| 124    | 99.20  | 620.00 | 1488.00        | 4960.00     | 7440.00 |
| 125    | 100.00 | 625.00 | 1500.00        | 5000.00     | 7500.00 |
| 126    | 100.80 | 630.00 | 1512.00        | 5040.00     | 7560.00 |
| 127    | 101.60 | 635.00 | 1524.00        | 5080.00     | 7620.00 |
| 128    | 102.40 | 640.00 | 1536.00        | 5120.00     | 7680.00 |
| 129    | 103.20 | 645.00 | 1548.00        | 5160.00     | 7740.00 |
| 130    | 104.00 | 650.00 | 1560.00        | 5200.00     | 7800.00 |
| 131    | 104.80 | 655.00 | 1572.00        | 5240.00     | 7860.00 |
| 132    | 105.60 | 660.00 | 1584.00        | 5280.00     | 7920.00 |
| 133    | 106.40 | 665.00 | 1596.00        | 5320.00     | 7980.00 |
| 134    | 107.20 | 670.00 | 1608.00        | 5360.00     | 8040.00 |
| 135    | 108.00 | 675.00 | 1620.00        | 5400.00     | 8100.00 |
| 136    | 108.80 | 680.00 | 1632.00        | 5440.00     | 8160.00 |
| 137    | 109.60 | 685.00 | 1644.00        | 5480.00     | 8220.00 |
| 138    | 110.40 | 690.00 | 1656.00        | 5520.00     | 8280.00 |
| 139    | 111.20 | 695.00 | 1668.00        | 5560.00     | 8340.00 |
| 140    | 112.00 | 700.00 | 1680.00        | 5600.00     | 8400.00 |
| 141    | 112.80 | 705.00 | 1692.00        | 5640.00     | 8460.00 |
| 142    | 113.60 | 710.00 | 1704.00        | 5680.00     | 8520.00 |
| 143    | 114.40 | 715.00 | 1716.00        | 5720.00     | 8580.00 |

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**SOUTH BEACH MARINA RATES – APPENDIX A**

| LENGTH | DAILY  | WEEKLY | CALENDAR MONTH | SEMI-ANNUAL | ANNUAL  |
|--------|--------|--------|----------------|-------------|---------|
| 144    | 115.20 | 720.00 | 1728.00        | 5760.00     | 8640.00 |
| 145    | 116.00 | 725.00 | 1740.00        | 5800.00     | 8700.00 |
| 146    | 116.80 | 730.00 | 1752.00        | 5840.00     | 8760.00 |
| 147    | 117.60 | 735.00 | 1764.00        | 5880.00     | 8820.00 |
| 148    | 118.40 | 740.00 | 1776.00        | 5920.00     | 8880.00 |
| 149    | 119.20 | 745.00 | 1788.00        | 5960.00     | 8940.00 |
| 150    | 120.00 | 750.00 | 1800.00        | 6000.00     | 9000.00 |
| 151    | 120.80 | 755.00 | 1812.00        | 6040.00     | 9060.00 |
| 152    | 121.60 | 760.00 | 1824.00        | 6080.00     | 9120.00 |
| 153    | 122.40 | 765.00 | 1836.00        | 6120.00     | 9180.00 |
| 154    | 123.20 | 770.00 | 1848.00        | 6160.00     | 9240.00 |
| 155    | 124.00 | 775.00 | 1860.00        | 6200.00     | 9300.00 |
| 156    | 124.80 | 780.00 | 1872.00        | 6240.00     | 9360.00 |
| 157    | 125.60 | 785.00 | 1884.00        | 6280.00     | 9420.00 |
| 158    | 126.40 | 790.00 | 1896.00        | 6320.00     | 9480.00 |
| 159    | 127.20 | 795.00 | 1908.00        | 6360.00     | 9540.00 |
| 160    | 128.00 | 800.00 | 1920.00        | 6400.00     | 9600.00 |
| 161    | 128.80 | 805.00 | 1932.00        | 6440.00     | 9660.00 |
| 162    | 129.60 | 810.00 | 1944.00        | 6480.00     | 9720.00 |
| 163    | 130.40 | 815.00 | 1956.00        | 6520.00     | 9780.00 |

**COMMERCIAL MOORAGE RATES – APPENDIX B**

| LENGTH | DAILY | WEEKLY | CALENDAR MONTH | SEMI-ANNUAL | ANNUAL  |
|--------|-------|--------|----------------|-------------|---------|
| 22     | 11.44 | 110.00 | 209.00         | 770.00      | 1012.00 |
| 23     | 11.96 | 115.00 | 218.50         | 805.00      | 1058.00 |
| 24     | 12.48 | 120.00 | 228.00         | 840.00      | 1104.00 |
| 25     | 13.00 | 125.00 | 237.50         | 875.00      | 1150.00 |
| 26     | 13.52 | 130.00 | 247.00         | 910.00      | 1196.00 |
| 27     | 14.04 | 135.00 | 256.50         | 945.00      | 1242.00 |
| 28     | 14.56 | 140.00 | 266.00         | 980.00      | 1288.00 |
| 29     | 15.08 | 145.00 | 275.50         | 1015.00     | 1334.00 |
| 30     | 15.60 | 150.00 | 285.00         | 1050.00     | 1380.00 |
| 31     | 16.12 | 155.00 | 294.50         | 1085.00     | 1426.00 |
| 32     | 16.64 | 160.00 | 304.00         | 1120.00     | 1472.00 |
| 33     | 17.16 | 165.00 | 313.50         | 1155.00     | 1518.00 |
| 34     | 17.68 | 170.00 | 323.00         | 1190.00     | 1564.00 |
| 35     | 18.20 | 175.00 | 332.50         | 1225.00     | 1610.00 |
| 36     | 18.72 | 180.00 | 342.00         | 1260.00     | 1656.00 |
| 37     | 19.24 | 185.00 | 351.50         | 1295.00     | 1702.00 |
| 38     | 19.76 | 190.00 | 361.00         | 1330.00     | 1748.00 |
| 39     | 20.28 | 195.00 | 370.50         | 1365.00     | 1794.00 |
| 40     | 20.80 | 200.00 | 380.00         | 1400.00     | 1840.00 |
| 41     | 21.32 | 205.00 | 389.50         | 1435.00     | 1886.00 |
| 42     | 21.84 | 210.00 | 399.00         | 1470.00     | 1932.00 |
| 43     | 22.36 | 215.00 | 408.50         | 1505.00     | 1978.00 |
| 44     | 22.88 | 220.00 | 418.00         | 1540.00     | 2024.00 |
| 45     | 23.40 | 225.00 | 427.50         | 1575.00     | 2070.00 |
| 46     | 23.92 | 230.00 | 437.00         | 1610.00     | 2116.00 |
| 47     | 24.44 | 235.00 | 446.50         | 1645.00     | 2162.00 |
| 48     | 24.96 | 240.00 | 456.00         | 1680.00     | 2208.00 |
| 49     | 25.48 | 245.00 | 465.50         | 1715.00     | 2254.00 |
| 50     | 26.00 | 250.00 | 475.00         | 1750.00     | 2300.00 |
| 51     | 26.52 | 255.00 | 484.50         | 1785.00     | 2346.00 |
| 52     | 27.04 | 260.00 | 494.00         | 1820.00     | 2392.00 |
| 53     | 27.56 | 265.00 | 503.50         | 1855.00     | 2438.00 |
| 54     | 28.08 | 270.00 | 513.00         | 1890.00     | 2484.00 |
| 55     | 28.60 | 275.00 | 522.50         | 1925.00     | 2530.00 |
| 56     | 29.12 | 280.00 | 532.00         | 1960.00     | 2576.00 |
| 57     | 29.64 | 285.00 | 541.50         | 1995.00     | 2622.00 |
| 58     | 30.16 | 290.00 | 551.00         | 2030.00     | 2668.00 |
| 59     | 30.68 | 295.00 | 560.50         | 2065.00     | 2714.00 |
| 60     | 31.20 | 300.00 | 570.00         | 2100.00     | 2760.00 |
| 61     | 31.72 | 305.00 | 579.50         | 2135.00     | 2806.00 |
| 62     | 32.24 | 310.00 | 589.00         | 2170.00     | 2852.00 |
| 63     | 32.76 | 315.00 | 598.50         | 2205.00     | 2898.00 |
| 64     | 33.28 | 320.00 | 608.00         | 2240.00     | 2944.00 |
| 65     | 33.80 | 325.00 | 617.50         | 2275.00     | 2990.00 |
| 66     | 34.32 | 330.00 | 627.00         | 2310.00     | 3036.00 |
| 67     | 34.84 | 335.00 | 636.50         | 2345.00     | 3082.00 |
| 68     | 35.36 | 340.00 | 646.00         | 2380.00     | 3128.00 |
| 69     | 35.88 | 345.00 | 655.50         | 2415.00     | 3174.00 |
| 70     | 36.40 | 350.00 | 665.00         | 2450.00     | 3220.00 |
| 71     | 36.92 | 355.00 | 674.50         | 2485.00     | 3266.00 |
| 72     | 37.44 | 360.00 | 684.00         | 2520.00     | 3312.00 |
| 73     | 37.96 | 365.00 | 693.50         | 2555.00     | 3358.00 |
| 74     | 38.48 | 370.00 | 703.00         | 2590.00     | 3404.00 |
| 75     | 39.00 | 375.00 | 712.50         | 2625.00     | 3450.00 |
| 76     | 39.52 | 380.00 | 722.00         | 2660.00     | 3496.00 |
| 77     | 40.04 | 385.00 | 731.50         | 2695.00     | 3542.00 |
| 78     | 40.56 | 390.00 | 741.00         | 2730.00     | 3588.00 |



**COMMERCIAL MOORAGE RATES – APPENDIX B**

| LENGTH | DAILY | WEEKLY | CALENDAR MONTH | SEMI-ANNUAL | ANNUAL  |
|--------|-------|--------|----------------|-------------|---------|
| 79     | 41.08 | 395.00 | 750.50         | 2765.00     | 3634.00 |
| 80     | 41.60 | 400.00 | 760.00         | 2800.00     | 3680.00 |
| 81     | 42.12 | 405.00 | 769.50         | 2835.00     | 3726.00 |
| 82     | 42.64 | 410.00 | 779.00         | 2870.00     | 3772.00 |
| 83     | 43.16 | 415.00 | 788.50         | 2905.00     | 3818.00 |
| 84     | 43.68 | 420.00 | 798.00         | 2940.00     | 3864.00 |
| 85     | 44.20 | 425.00 | 807.50         | 2975.00     | 3910.00 |
| 86     | 44.72 | 430.00 | 817.00         | 3010.00     | 3956.00 |
| 88     | 45.76 | 440.00 | 836.00         | 3080.00     | 4048.00 |
| 89     | 46.28 | 445.00 | 845.50         | 3115.00     | 4094.00 |
| 90     | 46.80 | 450.00 | 855.00         | 3150.00     | 4140.00 |
| 91     | 47.32 | 455.00 | 864.50         | 3185.00     | 4186.00 |
| 92     | 47.84 | 460.00 | 874.00         | 3220.00     | 4232.00 |
| 93     | 48.36 | 465.00 | 883.50         | 3255.00     | 4278.00 |
| 94     | 48.88 | 470.00 | 893.00         | 3290.00     | 4324.00 |
| 95     | 49.40 | 475.00 | 902.50         | 3325.00     | 4370.00 |
| 96     | 49.92 | 480.00 | 912.00         | 3360.00     | 4416.00 |
| 97     | 50.44 | 485.00 | 921.50         | 3395.00     | 4462.00 |
| 98     | 50.96 | 490.00 | 931.00         | 3430.00     | 4508.00 |
| 99     | 51.48 | 495.00 | 940.50         | 3465.00     | 4554.00 |
| 100    | 52.00 | 500.00 | 950.00         | 3500.00     | 4600.00 |
| 101    | 52.52 | 505.00 | 959.50         | 3535.00     | 4646.00 |
| 102    | 53.04 | 510.00 | 969.00         | 3570.00     | 4692.00 |
| 103    | 53.56 | 515.00 | 978.50         | 3605.00     | 4738.00 |
| 104    | 54.08 | 520.00 | 988.00         | 3640.00     | 4784.00 |
| 105    | 54.60 | 525.00 | 997.50         | 3675.00     | 4830.00 |
| 106    | 55.12 | 530.00 | 1007.00        | 3710.00     | 4876.00 |
| 107    | 55.64 | 535.00 | 1016.50        | 3745.00     | 4922.00 |
| 108    | 56.16 | 540.00 | 1026.00        | 3780.00     | 4968.00 |
| 109    | 56.68 | 545.00 | 1035.50        | 3815.00     | 5014.00 |
| 110    | 57.20 | 550.00 | 1045.00        | 3850.00     | 5060.00 |
| 111    | 57.72 | 555.00 | 1054.50        | 3885.00     | 5106.00 |
| 112    | 58.24 | 560.00 | 1064.00        | 3920.00     | 5152.00 |
| 113    | 58.76 | 565.00 | 1073.50        | 3955.00     | 5198.00 |
| 114    | 59.28 | 570.00 | 1083.00        | 3990.00     | 5244.00 |
| 115    | 59.80 | 575.00 | 1092.50        | 4025.00     | 5290.00 |
| 116    | 60.32 | 580.00 | 1102.00        | 4060.00     | 5336.00 |
| 117    | 60.84 | 585.00 | 1111.50        | 4095.00     | 5382.00 |
| 118    | 61.36 | 590.00 | 1121.00        | 4130.00     | 5428.00 |
| 119    | 61.88 | 595.00 | 1130.50        | 4165.00     | 5474.00 |
| 120    | 62.40 | 600.00 | 1140.00        | 4200.00     | 5520.00 |
| 121    | 62.92 | 605.00 | 1149.50        | 4235.00     | 5566.00 |
| 122    | 63.44 | 610.00 | 1159.00        | 4270.00     | 5612.00 |
| 123    | 63.96 | 615.00 | 1168.50        | 4305.00     | 5658.00 |
| 124    | 64.48 | 620.00 | 1178.00        | 4340.00     | 5704.00 |
| 125    | 65.00 | 625.00 | 1187.50        | 4375.00     | 5750.00 |
| 126    | 65.52 | 630.00 | 1197.00        | 4410.00     | 5796.00 |
| 127    | 66.04 | 635.00 | 1206.50        | 4445.00     | 5842.00 |
| 128    | 66.56 | 640.00 | 1216.00        | 4480.00     | 5888.00 |
| 129    | 67.08 | 645.00 | 1225.50        | 4515.00     | 5934.00 |
| 130    | 67.60 | 650.00 | 1235.00        | 4550.00     | 5980.00 |
| 131    | 68.12 | 655.00 | 1244.50        | 4585.00     | 6026.00 |
| 132    | 68.64 | 660.00 | 1254.00        | 4620.00     | 6072.00 |
| 133    | 69.16 | 665.00 | 1263.50        | 4655.00     | 6118.00 |
| 134    | 69.68 | 670.00 | 1273.00        | 4690.00     | 6164.00 |
| 135    | 70.20 | 675.00 | 1282.50        | 4725.00     | 6210.00 |
| 136    | 70.72 | 680.00 | 1292.00        | 4760.00     | 6256.00 |

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**COMMERCIAL MOORAGE RATES – APPENDIX B**

| LENGTH | DAILY | WEEKLY | CALENDAR MONTH | SEMI-ANNUAL | ANNUAL  |
|--------|-------|--------|----------------|-------------|---------|
| 137    | 71.24 | 685.00 | 1301.50        | 4795.00     | 6302.00 |
| 138    | 71.76 | 690.00 | 1311.00        | 4830.00     | 6348.00 |
| 139    | 72.28 | 695.00 | 1320.50        | 4865.00     | 6394.00 |
| 140    | 72.80 | 700.00 | 1330.00        | 4900.00     | 6440.00 |
| 141    | 73.32 | 705.00 | 1339.50        | 4935.00     | 6486.00 |
| 142    | 73.84 | 710.00 | 1349.00        | 4970.00     | 6532.00 |
| 143    | 74.36 | 715.00 | 1358.50        | 5005.00     | 6578.00 |
| 144    | 74.88 | 720.00 | 1368.00        | 5040.00     | 6624.00 |



Select Page



# Recreation Rates



## East Basin Moorage Rates

Rates effective July 1, 2015

| Dock   | Day  | Week | Month | Amenities                       |
|--------|------|------|-------|---------------------------------|
| E Dock | \$12 | \$60 | \$180 | None                            |
| F Dock | \$13 | \$65 | \$195 | Security Gate, Water.           |
| G Dock | \$15 | \$75 | \$225 | Security Gate, Water, Electric. |



## West Basin Moorage Rates - Sport Seasonal

| Vessel Length | Day  | Week | Month |
|---------------|------|------|-------|
| 0'-24'        | \$15 | \$75 | \$225 |

## West Basin Moorage Rates - Long term contracts over six months

| Vessel Length | Day  | Week  | Month | Semi-Annual | Annual  |
|---------------|------|-------|-------|-------------|---------|
| Up to 20'     | \$12 | \$48  | \$132 | \$420       | \$840   |
| 21'-24'       | \$13 | \$60  | \$176 | \$561       | \$1,122 |
| 25'-28'       | \$14 | \$66  | \$182 | \$589       | \$1,177 |
| 29'-31'       | \$15 | \$75  | \$206 | \$673       | \$1,345 |
| 32'-36'       | \$16 | \$84  | \$231 | \$757       | \$1,513 |
| 37'- 40'      | \$17 | \$91  | \$261 | \$840       | \$1,680 |
| 41'-44'       | \$18 | \$94  | \$291 | \$924       | \$1,848 |
| 45'-48'       | \$19 | \$97  | \$321 | \$1,008     | \$2,015 |
| 49'-60'       | \$20 | \$100 | \$351 | \$1,091     | \$2,182 |

| Vessel Length | Day  | Week  | Month | Semi-Annual | Annual  |
|---------------|------|-------|-------|-------------|---------|
| 61'-70'       | \$25 | \$105 | \$391 | \$1,198     | \$2,396 |
| 71'-80'       | \$30 | \$110 | \$421 | \$1,316     | \$2,632 |
| 81'-90'       | \$35 | \$120 | \$460 | \$1,463     | \$2,925 |
| 91'-100'      | \$40 | \$140 | \$510 | \$1,650     | \$3,300 |

Liveaboard Fee: \$40 per person per month additional

Please Note: All moorage customers must show proof of driver's license and a copy of their current boat registration and insurance.

*E Dock:* Wooden Floats, No Utilities

*F Dock:* Concrete Floats, Water, No Electricity

*G Dock:* Concrete Floats, Water, Electricity

\**West:* All concrete floats, water & electric included.

Weekly rates are based on a seven (7) day week. Monthly rates are based on a thirty (30) day month.

**Follow us on Facebook**



Port of Sius...

1.5K likes

Like Page



Port of Siuslaw  
Florence  
Oregon

about 3 weeks ago

The Port of Siuslaw is accepting applications for Camp Host. This is a year round, volunteer position for a single person or a couple. Computer experience required. Camp Host experience preferred. Must have own RV. Responsibilities include RV Park and Marina reservations

### Follow us on Instagram



PORTOFSIUSLAW

25 posts 112 followers

Follow



1165

 **Like us on Facebook**

 **Follow us on Instagram**

 **Check local weather**



100 Harbor St  
Florence, OR 97439

Phone Numbers:

Port Business:

541-997-3426

541-997-9407 (Fax)

Campground & Marina:

541-997-3040

**Review Us**

**Share Your Experience**

**Review this Park now!**



**click here**

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Amy Wilson <Office@PortofSiuslaw.com>

To dodgecummins92@yahoo.com

Feb 25 at 10:19 AM

Good Morning-

First off, I would need to know the length of the boat, as we don't have many slips available, if any.

In order moor a commercial boat here in our Marina, we would need \$500,000.00 in liability insurance & \$500,000 salvage/pollution insurance and the Port of Siuslaw needs to be listed as a certificate holder. We would need to have copies of fish tickets for this year or the prior year. We would also need a copy of your commercial license, boat registration, 2-3 references from marinas that you have moored at and the boat would need to be inspected by our harbor master before we would enter you into a contract.

Please let me know if you have any other questions.

Amy Wilson

Services Lead - Port of Siuslaw

100 Harbor Street

Florence, OR 97439

Phone: 541-997-4900

Fax: 541-997-9407

amy@portofsiuslaw.com

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# MOORAGE RATES

**ALL MOORAGE IS TO BE PAID IN ADVANCE (RATES SUBJECT TO CHANGE WITHOUT NOTICE)**  
(Effective April 1, 2018)

## REGULAR MOORAGE RATES

Moorage is charged per foot or dock slip, whichever is greater.  
Utilities included at all docks.

| BOAT LENGTH | DAILY PRICE \$ | WEEKLY PRICE \$ | MONTHLY PRICE \$ |
|-------------|----------------|-----------------|------------------|
| 24' - 29'   | \$10.00        | \$60.00         | \$180.00         |
| 30' - 34'   | \$11.00        | \$66.00         | \$198.00         |
| 35' - 39'   | \$12.00        | \$72.00         | \$216.00         |
| 40' - 44'   | \$13.00        | \$78.00         | \$234.00         |
| 45' - 49'   | \$14.00        | \$84.00         | \$252.00         |
| 50' - 54'   | \$15.00        | \$90.00         | \$270.00         |
| 55' - 59'   | \$16.00        | \$96.00         | \$288.00         |
| 60' - 64'   | \$17.00        | \$102.00        | \$306.00         |
| 65' - 69'   | \$18.00        | \$108.00        | \$324.00         |
| 70' - 74'   | \$19.00        | \$114.00        | \$342.00         |

**There is a moratorium on living aboard your vessel at Salmon Harbor Marina and LIVING ABOARD THE VESSEL WILL BE CAUSE FOR IMMEDIATE REVOCATION OF MOORAGE**

## AFTER HOURS MOORAGE INSTRUCTIONS

Please use the launch envelope provided for you at the launch station or on A-Dock. When filling out the envelopes include your name, the dock, slip and boat registration number.

### Transient Moorage Customers

For temporary moorage or boaters who enter the Harbor after hours, please use the following slips:

#### A-Dock Slips 15 & 16 Transient End North or South

Boat Length: 10' - 29' \$10.00 daily  
Boat Length: 30' - 60' \$15.00 daily

-- OR --

Dock-2 Slips 22-29 North Side Only  
Boat Length: 10' - 30' \$10.00 daily

**\$175.00 FINE FOR THEFT OF SERVICES**

## BOAT LAUNCHING

Two launch ramps available: East and West Boat Ramps  
Annual pass goes from April 1 to March 31 of the following year.

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- Home
- Rates
- Location Map
- Camping Diagram
- Rules and Regs
- Activities
- Community Links
- Meetings
- Bids Documents
- Development Opportunities
- Aerial Photo
- Contact Us
- WB RV Resort
- Events Center

P.O. Box 1007  
100 Ork Rock Road  
Winchester Bay,  
Oregon 97467

PH (541) 271-3407  
FX (541) 271-2060

@salmonharbororegon  
#salmonharbor

**Office Hours:**  
Mon-Fri, 8am-4 30pm  
Closed Weekends

**Fuel Station Hours:**  
7:15am-4 30pm  
(summer)  
8:15am-3 30pm  
(winter)

**Sewer Dump Station:**  
8:00am-4 30pm  
Closed Major  
Holiday Weekends

### SH MANAGEMENT COMMITTEE

Tom Huebner, Chair  
Coastal Douglas County  
Representative

Carey Jones, Port of  
Umpqua Representative

Chris Boice, Douglas  
County Commissioner  
Representative



Daily Launch Pass \$5.00      Annual Launch Pass \$60.00  
 Daily Launch Pass \$4.00      Annual Launch Pass \$35.00

Discount Qualifications:  
 1. Oregon Senior age 65+  
 2. Oregon Disabled Veteran

Salmon Harbor Sport Fishing Window Decals available for \$3.00



## ANNUAL MOORAGE RATES

Annual moorage effective April 1 through March 31 of the following year

**There is a moratorium on living aboard your vessel at Salmon Harbor Marina and LIVING ABOARD THE VESSEL WILL BE CAUSE FOR IMMEDIATE REVOCATION OF MOORAGE**

| BOAT SIZE | SPORT PRICE \$ | COMM PRICE \$ | BOAT SIZE | SPORT PRICE \$ | COMM PRICE \$ |
|-----------|----------------|---------------|-----------|----------------|---------------|
| 20'       | 1020           | 1147          | 51'       | 2318           | 2511          |
| 21'       | 1061           | 1191          | 52'       | 2360           | 2555          |
| 22'       | 1103           | 1235          | 53'       | 2402           | 2599          |
| 23'       | 1145           | 1279          | 54'       | 2443           | 2643          |
| 24'       | 1187           | 1323          | 55'       | 2485           | 2687          |
| 25'       | 1229           | 1367          | 56'       | 2527           | 2731          |
| 26'       | 1271           | 1411          | 57'       | 2569           | 2775          |
| 27'       | 1313           | 1455          | 58'       | 2611           | 2819          |
| 28'       | 1355           | 1499          | 59'       | 2653           | 2863          |
| 29'       | 1396           | 1543          | 60'       | 2695           | 2907          |
| 30'       | 1438           | 1587          | 61'       | 2737           | 2951          |
| 31'       | 1480           | 1631          | 62'       | 2778           | 2995          |
| 32'       | 1522           | 1675          | 63'       | 2820           | 3039          |
| 33'       | 1564           | 1719          | 64'       | 2862           | 3083          |
| 34'       | 1606           | 1763          | 65'       | 2904           | 3127          |
| 35'       | 1648           | 1807          | 66'       | 2946           | 3171          |
| 36'       | 1690           | 1851          | 67'       | 2988           | 3215          |
| 37'       | 1731           | 1895          | 68'       | 3030           | 3259          |
| 38'       | 1773           | 1939          | 69'       | 3072           | 3303          |
| 39'       | 1815           | 1983          | 70'       | 3114           | 3347          |
| 40'       | 1857           | 2027          | 71'       | 3155           | 3391          |
| 41'       | 1899           | 2071          | 72'       | 3197           | 3435          |
| 42'       | 1941           | 2115          | 73'       | 3239           | 3479          |
| 43'       | 1983           | 2159          | 74'       | 3281           | 3523          |
| 44'       | 2025           | 2203          | 75'       | 3323           | 3567          |
| 45'       | 2067           | 2247          | 76'       | 3365           | 3611          |
| 46'       | 2108           | 2291          | 77'       | 3407           | 3655          |

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|                                      |      |      |  |     |      |      |
|--------------------------------------|------|------|--|-----|------|------|
| 47'                                  | 2150 | 2335 |  | 78' | 3449 | 3699 |
| 48'                                  | 2192 | 2379 |  | 79' | 3490 | 3743 |
| 49'                                  | 2234 | 2423 |  | 80' | 3532 | 3787 |
| 50'                                  | 2276 | 2467 |  | 85' | 3742 | 4006 |
| <i>*New rates updated 03 05 2019</i> |      |      |  | 95' | 4161 | 4446 |

## CAMPING RATES

Self-contained camping on the asphalt

| SITE AREA  | SITE #       | DAILY          | WEEKLY          | MONTHLY         |
|--|--------------|----------------|-----------------|-----------------|
| C-Camping  | 1-12 / 18-27 | \$17.00        | \$102.00        | \$306.00        |
| <b>C-Super Sites</b>   | <b>13-17</b> | <b>\$23.00</b> | <b>\$138.00</b> | <b>\$414.00</b> |
| D-Camping  | 1-13 / 18-27 | \$17.00        | \$102.00        | \$306.00        |
| <b>D-Super Sites</b>   | <b>14-17</b> | <b>\$23.00</b> | <b>\$138.00</b> | <b>\$414.00</b> |
| E-Camping  | 1-16         | \$17.00        | \$102.00        | \$306.00        |
| E-Parallel   | 1-7          | \$17.00        | \$102.00        | \$306.00        |
| B-(Breakwater)   | 20-29        | \$17.00        | \$102.00        | \$306.00        |
| G-Camping  | 1-18         | \$17.00        | \$102.00        | \$306.00        |
| B, C, D & E-Parallel Campsites include Picnic Table and Barbecue Stand           |              |                |                 |                 |
| <a href="#">Follow this link to view a diagram of the Middle Spit Campground</a> |              |                |                 |                 |

## QUICK REFERENCE RULES

Please refer to the Salmon Harbor Rules and Regulations in it's entirety, available at the Salmon Harbor Marina office.

### CAMPING & PAYMENT

1. All sites are first come, first served.
2. Every RV pays
3. Check out time is 2:00pm
4. Camping permit must be displayed in window of RV
5. Permits are non-transferable.

### QUIET HOURS

10pm to 6:00am. Generator/music off

### DUMP STATION

All campers \$10.00 fee at north end of peninsula. See camp host for coupon.

### PETS

Must be leashed at all times when outside your RV. Pick up after your pets. Doggie bags are located throughout the facilities for your convenience.

### TENTS

B-Camping area only. Other sections only as an auxiliary to your RV. Must be self supporting, no stakes.

### ATVs

10 MPH max speed

## AMENITIES AVAILABLE

| SEWER DUMP                   |                 |
|------------------------------|-----------------|
| Public                       | \$10.00         |
| Salmon Harbor Marina Campers | \$5.00 w/Coupon |
| PUBLIC SHOWERS               |                 |
| Coin Operated                |                 |
| WATER FILL STATION           |                 |
| Everyone                     | \$5.00          |
|                              |                 |

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This Page was last updated Wednesday, March 6, 2019 at 12:42:35 PM

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April 8, 2019 at 3:15 pm

#### Astoria

- Security: In house, all questions were to be directed to security's number. Has (2) fulltime day time employees, (4) part time night, and (8-10) on call. Unarmed, depending on the situation depends on if they call law enforcement or not.

#### Garibaldi

- Security: In house, title: code enforcer. Comes in at random hours throughout the day and night, checks security camera's, helps with any "problem" vessels or if any notice's need to be placed.
- Insurance: requirement for all vessels even for a day.

#### Salmon Harbor

- Security: contracted out
- Insurance: Commercial vessel are on their own, it is suggested to have it but not required. Recreational now is required if staying for a month plus to have some type of minimum boaters' insurance. Guides and Charters must have \$500,000.

#### Charleston 4:10 no answer

- Insurance:

## Charleston Marina 2018/19 Rate Schedule – effective July 1, 2018

|                            |   |                |
|----------------------------|---|----------------|
| Charleston Marina:         | 63534 Kingfisher Rd, Charleston, Oregon 97420 | (541) 888-2548 |
| Charleston Marina RV Park: | 63402 Kingfisher Rd, Charleston, Oregon 97420 | (541) 888-9512 |
| Charleston Shipyard:       | 63131 Troller Rd, Charleston, Oregon 97420    | (541) 888-3703 |

### Vessel Moorage Rates / Launch Ramp Fees

|  |                 |               |      |                |       |                 |   |
|--|-----------------|---------------|------|----------------|-------|-----------------|---|
| <p style="text-align: center;"><b>Daily Small Boat Moorage</b><br/><b>15' and under</b></p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding-right: 10px;">Day</td> <td style="text-align: right;"><b>\$6.50</b></td> </tr> <tr> <td>Week</td> <td style="text-align: right;"><b>\$35.00</b></td> </tr> <tr> <td>Month</td> <td style="text-align: right;"><b>\$100.00</b></td> </tr> </table> <p>Moorage Rates for vessels greater than 15 feet are charged by foot length on average.<br/>Rates vary based on committed time of stay.<br/>Please see attached schedule of rates per foot per day.<br/><b>All rates include electric power and water.</b></p> | Day             | <b>\$6.50</b> | Week | <b>\$35.00</b> | Month | <b>\$100.00</b> | <p><b>Launch Ramp Fees</b>      \$5.00 Daily Fee<br/>   \$65.00 Annual Permit</p> <p><b>Ice Dock</b>                    <u>Regular Business Hours</u><br/>   <b>\$75.00</b> per ton<br/>   \$50.00 minimum<br/>   \$60.00 no show fee</p> <p>   <u>After Hours &amp; Holidays</u><br/>   <b>\$75.00/ton</b> + <b>\$12.50/ton</b> surcharge<br/>   \$50.00 minimum ice order<br/>   \$50.00 minimum surcharge<br/>   \$60.00 no show fee</p> |
| Day  | <b>\$6.50</b>   |               |      |                |       |                 |   |
| Week   | <b>\$35.00</b>  |               |      |                |       |                 |   |
| Month  | <b>\$100.00</b> |               |      |                |       |                 |   |

### Shipyard Services

|   |                         |                         |            |                         |             |                         |               |                         |  |
|---|-------------------------|-------------------------|------------|-------------------------|-------------|-------------------------|---------------|-------------------------|--|
| <p><b>Short Term Work Area – Utility Services</b><br/>Minimum \$50.00 per month</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding-right: 10px;">1-30 Days</td> <td style="text-align: right;">\$.14 per foot, per day</td> </tr> <tr> <td>31-90 Days</td> <td style="text-align: right;">\$.25 per foot, per day</td> </tr> <tr> <td>91-180 Days</td> <td style="text-align: right;">\$.37 per foot, per day</td> </tr> <tr> <td>Over 180 Days</td> <td style="text-align: right;">\$.50 per foot, per day</td> </tr> </table> <p><b>Long Term Work Area – No Utility Services</b><br/>\$4.30 per foot per calendar month<br/>with a minimum of \$130.00</p> <p><b>*A 9% Environmental Service Charge will be added to all Charleston Shipyard invoices.</b></p> | 1-30 Days               | \$.14 per foot, per day | 31-90 Days | \$.25 per foot, per day | 91-180 Days | \$.37 per foot, per day | Over 180 Days | \$.50 per foot, per day | <p><b>Concrete Work Dock</b>      <b>\$ .76</b> per foot, up to 4 hours<br/>   <b>\$1.26</b> per foot, per full day</p> <p><b>Floating Work Dock</b>      \$ .40 per foot, up to 4 hours<br/>   \$.65 per foot, per full day</p> <p><b>Boat Travel Lift</b>            <b>\$560.00</b> for two moves<br/>(incl. 1 hr Boat Wash)      \$400.00 for single move<br/>\$65.00 each addtl' hr      \$260.00 surcharge for moves<br/>   outside normal business hours</p> <p><b>Forklift Service</b>             <b>\$83.00</b> per hour</p> <p><b>Dustless Sanders</b>          \$12.00 per day, \$60.00 per week</p> |
| 1-30 Days   | \$.14 per foot, per day |                         |            |                         |             |                         |               |                         |  |
| 31-90 Days  | \$.25 per foot, per day |                         |            |                         |             |                         |               |                         |  |
| 91-180 Days   | \$.37 per foot, per day |                         |            |                         |             |                         |               |                         |  |
| Over 180 Days   | \$.50 per foot, per day |                         |            |                         |             |                         |               |                         |  |

### Storage Units and Dry Storage

|   |                           |                          |           |                           |           |                           |           |                           |           |                           |           |                           |  |
|---|---------------------------|--------------------------|-----------|---------------------------|-----------|---------------------------|-----------|---------------------------|-----------|---------------------------|-----------|---------------------------|--|
| <p style="text-align: center;"><b>Storage Unit Rates</b></p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding-right: 10px;">5' x 10'</td> <td style="text-align: right;"><b>\$56.00</b> per month</td> </tr> <tr> <td>10' x 15'</td> <td style="text-align: right;"><b>\$117.00</b> per month</td> </tr> <tr> <td>10' x 20'</td> <td style="text-align: right;"><b>\$137.00</b> per month</td> </tr> <tr> <td>10' x 25'</td> <td style="text-align: right;"><b>\$155.00</b> per month</td> </tr> <tr> <td>10' x 30'</td> <td style="text-align: right;"><b>\$170.00</b> per month</td> </tr> <tr> <td>10' x 35'</td> <td style="text-align: right;"><b>\$183.00</b> per month</td> </tr> </table> <p><b>Dimensions:</b> Door - 9'2" x 10'    Inside - 10' x 11'/15'</p> | 5' x 10'                  | <b>\$56.00</b> per month | 10' x 15' | <b>\$117.00</b> per month | 10' x 20' | <b>\$137.00</b> per month | 10' x 25' | <b>\$155.00</b> per month | 10' x 30' | <b>\$170.00</b> per month | 10' x 35' | <b>\$183.00</b> per month | <p style="text-align: center;"><b>Marina &amp; Shipyard Dry Storage Rates</b></p> <p><b>Boat Trailers</b>                <b>\$23.00</b> per month</p> <p><b>Boat &amp; Trailer</b>              \$2.30 per foot per month,<br/>   \$68.00 minimum</p> <p><b>Crab Pots &amp;</b>                   <b>\$13.50</b> per item, or<br/><b>Fishing Gear</b>                \$.18 per sq. ft. per month<br/>   \$5.25 prepaid deposit for all ID tags</p> |
| 5' x 10'  | <b>\$56.00</b> per month  |                          |           |                           |           |                           |           |                           |           |                           |           |                           |  |
| 10' x 15'   | <b>\$117.00</b> per month |                          |           |                           |           |                           |           |                           |           |                           |           |                           |  |
| 10' x 20'   | <b>\$137.00</b> per month |                          |           |                           |           |                           |           |                           |           |                           |           |                           |  |
| 10' x 25'   | <b>\$155.00</b> per month |                          |           |                           |           |                           |           |                           |           |                           |           |                           |  |
| 10' x 30'   | <b>\$170.00</b> per month |                          |           |                           |           |                           |           |                           |           |                           |           |                           |  |
| 10' x 35'   | <b>\$183.00</b> per month |                          |           |                           |           |                           |           |                           |           |                           |           |                           |  |

### RV Park

| <u>Service</u> | <u>Daily</u> | <u>Weekly</u> | <u>Monthly</u> | <u>Service</u>   | <u>Daily</u> | <u>Weekly</u> | <u>Monthly</u> |
|----------------|--------------|---------------|----------------|------------------|--------------|---------------|----------------|
| RV Hook Up     | \$36.00      | \$203.00      | \$530.00       | Yurts            | \$51.00      | \$245.00      | -              |
| A & D Rows     | \$38.00      | \$215.00      | \$560.00       | RV Storage*      | \$3.75       | \$101.00      | -              |
| Row C          | \$40.00      | \$227.00      | \$590.00       | RV Dry Storage** | -            | -             | \$50.00        |
|                |              |               |                | RV Dump          | \$7.00       | -             | -              |

A 1.8% Lodging Tax and 2% Visitor Fee will be added to RV Park rates.  
Extra vehicles charged \$2.00 per day, per vehicle.

\*RV Storage Units may be left plugged in when unoccupied.  
\*\*RV Dry Storage Units must be unplugged with all slides in.  
Winter season only, subject to availability.



## Oregon International Port of Coos Bay Charleston Marina Moorage Rates

### Vessel Length Overall 15' or Less

|                    | Day     | Week    | Month   |
|--------------------|---------|---------|---------|
| Base rate per foot | \$ 0.43 | \$ 0.33 | \$ 0.22 |
| Rate per period    | \$6.45  | \$34.65 | \$99    |

### Vessel Length Overall 16' or Greater

| Vessel Length Overall (ft) | Day      | Month    | Semi-Annual | Annual     |
|----------------------------|----------|----------|-------------|------------|
| Base rate per foot per day | \$ 0.500 | \$ 0.255 | \$ 0.185    | \$ 0.165   |
| 16                         | \$8.00   | \$122.40 | \$532.80    | \$950.40   |
| 17                         | \$8.50   | \$130.05 | \$566.10    | \$1,009.80 |
| 18                         | \$9.00   | \$137.70 | \$599.40    | \$1,069.20 |
| 19                         | \$9.50   | \$145.35 | \$632.70    | \$1,128.60 |
| 20                         | \$10.00  | \$153.00 | \$666.00    | \$1,188.00 |
| 21                         | \$10.50  | \$160.65 | \$699.30    | \$1,247.40 |
| 22                         | \$11.00  | \$168.30 | \$732.60    | \$1,306.80 |
| 23                         | \$11.50  | \$175.95 | \$765.90    | \$1,366.20 |
| 24                         | \$12.00  | \$183.60 | \$799.20    | \$1,425.60 |
| 25                         | \$12.50  | \$191.25 | \$832.50    | \$1,485.00 |
| 26                         | \$13.00  | \$198.90 | \$865.80    | \$1,544.40 |
| 27                         | \$13.50  | \$206.55 | \$899.10    | \$1,603.80 |
| 28                         | \$14.00  | \$214.20 | \$932.40    | \$1,663.20 |
| 29                         | \$14.50  | \$221.85 | \$965.70    | \$1,722.60 |
| 30                         | \$15.00  | \$229.50 | \$999.00    | \$1,782.00 |
| 31                         | \$15.50  | \$237.15 | \$1,032.30  | \$1,841.40 |
| 32                         | \$16.00  | \$244.80 | \$1,065.60  | \$1,900.80 |
| 33                         | \$16.50  | \$252.45 | \$1,098.90  | \$1,960.20 |
| 34                         | \$17.00  | \$260.10 | \$1,132.20  | \$2,019.60 |
| 35                         | \$17.50  | \$267.75 | \$1,165.50  | \$2,079.00 |

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|    |         |          |            |            |
|----|---------|----------|------------|------------|
| 36 | \$18.00 | \$275.40 | \$1,198.80 | \$2,138.40 |
| 37 | \$18.50 | \$283.05 | \$1,232.10 | \$2,197.80 |
| 38 | \$19.00 | \$290.70 | \$1,265.40 | \$2,257.20 |
| 39 | \$19.50 | \$298.35 | \$1,298.70 | \$2,316.60 |
| 40 | \$20.00 | \$306.00 | \$1,332.00 | \$2,376.00 |
| 41 | \$20.50 | \$313.65 | \$1,365.30 | \$2,435.40 |
| 42 | \$21.00 | \$321.30 | \$1,398.60 | \$2,494.80 |
| 43 | \$21.50 | \$328.95 | \$1,431.90 | \$2,554.20 |
| 44 | \$22.00 | \$336.60 | \$1,465.20 | \$2,613.60 |
| 45 | \$22.50 | \$344.25 | \$1,498.50 | \$2,673.00 |
| 46 | \$23.00 | \$351.90 | \$1,531.80 | \$2,732.40 |
| 47 | \$23.50 | \$359.55 | \$1,565.10 | \$2,791.80 |
| 48 | \$24.00 | \$367.20 | \$1,598.40 | \$2,851.20 |
| 49 | \$24.50 | \$374.85 | \$1,631.70 | \$2,910.60 |
| 50 | \$25.00 | \$382.50 | \$1,665.00 | \$2,970.00 |
| 51 | \$25.50 | \$390.15 | \$1,698.30 | \$3,029.40 |
| 52 | \$26.00 | \$397.80 | \$1,731.60 | \$3,088.80 |
| 53 | \$26.50 | \$405.45 | \$1,764.90 | \$3,148.20 |
| 54 | \$27.00 | \$413.10 | \$1,798.20 | \$3,207.60 |
| 55 | \$27.50 | \$420.75 | \$1,831.50 | \$3,267.00 |
| 56 | \$28.00 | \$428.40 | \$1,864.80 | \$3,326.40 |
| 57 | \$28.50 | \$436.05 | \$1,898.10 | \$3,385.80 |
| 58 | \$29.00 | \$443.70 | \$1,931.40 | \$3,445.20 |
| 59 | \$29.50 | \$451.35 | \$1,964.70 | \$3,504.60 |
| 60 | \$30.00 | \$459.00 | \$1,998.00 | \$3,564.00 |
| 61 | \$30.50 | \$466.65 | \$2,031.30 | \$3,623.40 |
| 62 | \$31.00 | \$474.30 | \$2,064.60 | \$3,682.80 |
| 63 | \$31.50 | \$481.95 | \$2,097.90 | \$3,742.20 |
| 64 | \$32.00 | \$489.60 | \$2,131.20 | \$3,801.60 |
| 65 | \$32.50 | \$497.25 | \$2,164.50 | \$3,861.00 |
| 66 | \$33.00 | \$504.90 | \$2,197.80 | \$3,920.40 |
| 67 | \$33.50 | \$512.55 | \$2,231.10 | \$3,979.80 |
| 68 | \$34.00 | \$520.20 | \$2,264.40 | \$4,039.20 |
| 69 | \$34.50 | \$527.85 | \$2,297.70 | \$4,098.60 |
| 70 | \$35.00 | \$535.50 | \$2,331.00 | \$4,158.00 |
| 71 | \$35.50 | \$543.15 | \$2,364.30 | \$4,217.40 |

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|    |         |          |            |            |
|----|---------|----------|------------|------------|
| 72 | \$36.00 | \$550.80 | \$2,397.60 | \$4,276.80 |
| 73 | \$36.50 | \$558.45 | \$2,430.90 | \$4,336.20 |
| 74 | \$37.00 | \$566.10 | \$2,464.20 | \$4,395.60 |
| 75 | \$37.50 | \$573.75 | \$2,497.50 | \$4,455.00 |
| 76 | \$38.00 | \$581.40 | \$2,530.80 | \$4,514.40 |
| 77 | \$38.50 | \$589.05 | \$2,564.10 | \$4,573.80 |
| 78 | \$39.00 | \$596.70 | \$2,597.40 | \$4,633.20 |
| 79 | \$39.50 | \$604.35 | \$2,630.70 | \$4,692.60 |
| 80 | \$40.00 | \$612.00 | \$2,664.00 | \$4,752.00 |

For vessels greater than 80 feet, see the Harbormaster for terms and arrangements by calling 541-888-2548 or e-mailing [info@charlestonmarina.com](mailto:info@charlestonmarina.com).

## INFORMATION ITEM – B

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**DATE:** April 16, 2019  
**RE:** USACE Maintenance Dredging  
**TO:** Board of Commissioners  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- USACE will be dredging the Chetco River and Port entrance this year. Attached is the Fiscal Year Budget request. Dredging normally occurs in June.

### DOCUMENTS

- Oregon Ports USACE Maintenance Dredging – FY 20 Budget Request, 1 page

# Oregon Ports

## USACE MAINTENANCE DREDGING – FY20 BUDGET REQUEST

| USACE O&M Account                               | FY19                               |   | FY20                               |
|---|------------------------------------|---|------------------------------------|
|   | President's Proposed Budget        | Total Final Amounts Appropriated        |                                    |
| Chetco River (Brookings)                        | \$785,000                          | \$830,000                               | \$954,000                          |
| Columbia River Lower                            | \$47,220,000                       | \$64,064,000                            | \$52,236,000                       |
| Columbia River at the Mouth                     | \$23,535,000                       | \$24,495,000                            | \$23,759,000                       |
| Columbia River Between Vancouver and The Dalles | \$881,000                          | \$4,262,000                             | \$1,057,000                        |
| Coos Bay  | \$6,958,000                        | \$16,685,000                            | \$4,802,000                        |
| Coquille River (Bandon)                         | \$26,000                           | \$437,000                               | \$515,000                          |
| Depoe Bay                                       | \$10,000                           | \$878,000                               | \$24,000                           |
| Port Orford                                     | \$5,000                            | \$5,000                                 | \$1,302,000                        |
| Rogue River (Gold Beach)                        | \$5,000                            | \$968,000                               | \$942,000                          |
| Stuslaw River                                   | \$10,000                           | \$1,108,000                             | \$975,000                          |
| Tillamook Bay and Bar (Garibaldi)               | \$5,000                            | \$1,663,000                             | \$25,000                           |
| Umpqua River (Reedsport/Salmon Harbor)          | \$939,000                          | \$1,893,000                             | \$1,099,000                        |
| Yaquina Bay and Harbor (Newport)                | \$3,080,000                        | \$4,055,000                             | \$4,075,000                        |
| Yaquina River (Depot Slough/Toledo)             | \$0                                | \$0                                     | \$0                                |
| <b>O&amp;M Total</b>                            | <b>\$83,459,000</b>                | <b>\$121,343,000</b>                    | <b>\$91,765,000</b>                |
| <b>USACE Construction Account</b>               | <b>President's Proposed Budget</b> | <b>Total Final Amounts Appropriated</b> | <b>President's Proposed Budget</b> |
| MCR Jetties Rehab                               | \$28,000,000                       | \$28,000,000                            | \$36,000,000                       |
| <b>Construction Total</b>                       | <b>\$28,000,000</b>                | <b>\$28,000,000</b>                     | <b>\$36,000,000</b>                |
| <b>Grand Total</b>                              | <b>\$111,459,000</b>               | <b>\$149,343,000</b>                    | <b>\$127,765,000</b>               |

## FBB FEDERAL RELATIONS

LINDSAY HART, LLP

1120 G STREET, NW SUITE 1020 | WASHINGTON, D.C. 20005 | (202) 783-3333

Peter@FederalRelations.com • Kathy@FederalRelations.com • Ray@FederalRelations.com • Spencer@FederalRelations.com

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## INFORMATION ITEM – C

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**DATE:** April 16, 2019  
**RE:** CPA Port Audit Report for Fiscal Year 2017-18  
**TO:** Board of Commissioners  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Majority of the Port audit procedures have been performed, including fieldwork on internal controls. Estimated completion of the audit is looking to be end of April.

### DOCUMENTS

- None

# INFORMATION ITEM - D

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**DATE:** April 16, 2019  
**RE:** Port Staff Chart and Revised Job Descriptions  
**TO:** Board of Commissioners  
**ISSUED BY:** Gary Dehlinger

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## OVERVIEW

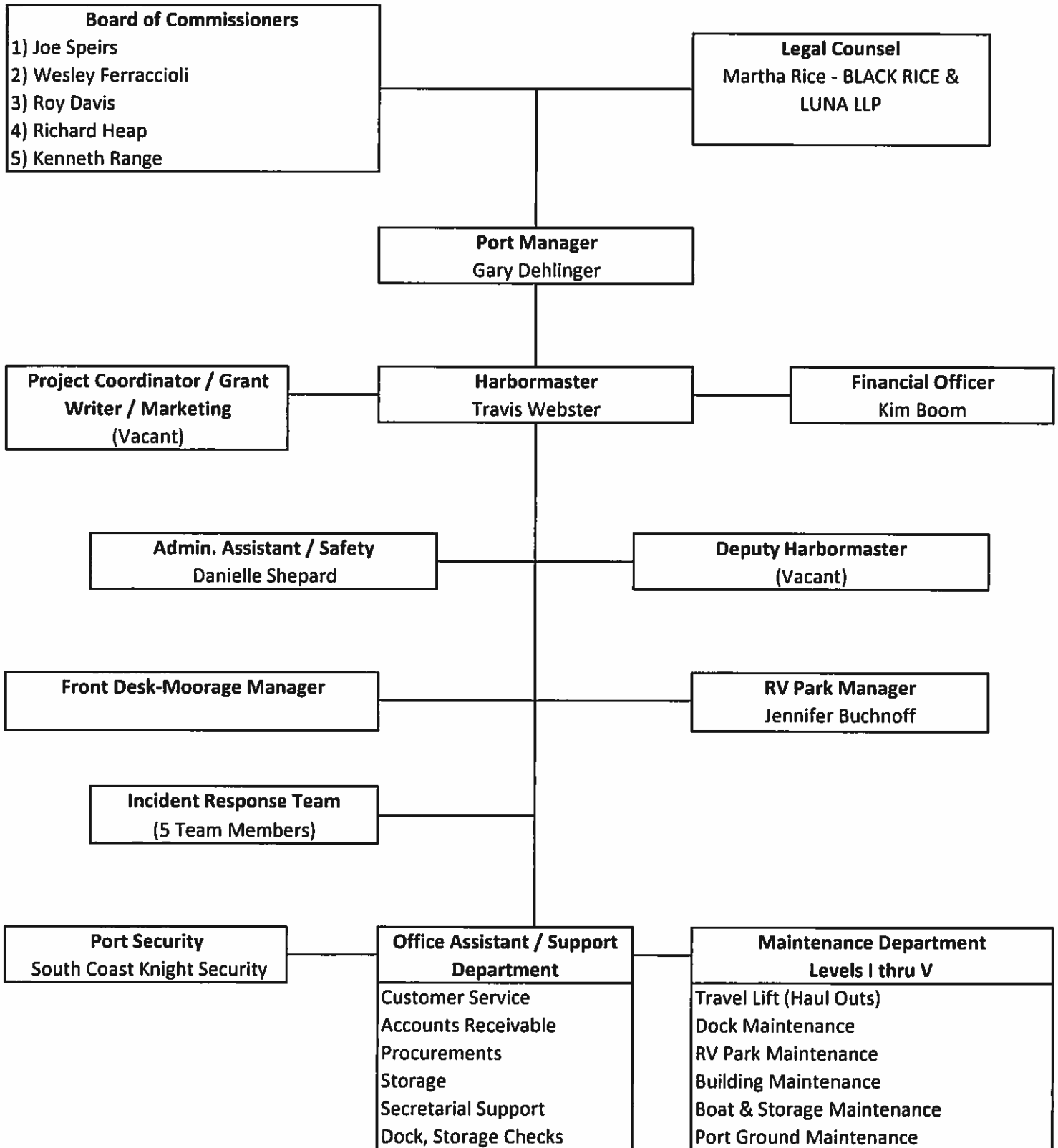
- Updated Port Staff chart with new positions and revised job descriptions.
- Port is searching for two temporary Maintenance Level I positions for the summer season, May thru September.
- Port is also searching for a full time Maintenance Level IV position.

## DOCUMENTS

- Port Staff Chart, 1 page
- Revised Job Descriptions, pages

**PORT OF BROOKINGS HARBOR  
STAFF CHART**

4/9/2019



# PORT OF BROOKINGS HARBOR

## POSITION: ADMINISTRATION ASSISTANT / SAFETY

### 1. REPORTS TO:

PORT MANAGER AND HARBORMASTER

### 2. PURPOSE OF POSITION:

To provide administrative and clerical assistance to the Port Manager and other staff as directed.

To perform a variety of general office, clerical, and receptionist tasks as required by management, which follow established procedures.

To prioritize assignments to meet assigned deadlines.

#### Employee Classification

**Non-exempt:** An employee who is paid an hourly wage, (typically assigned a regular work shift of not more than 40 hours per week), and whose job calls for overtime payment as appropriate under state and federal regulations.

### 3. DUTIES AND RESPONSIBILITIES:

- A. Assist the Port Manager in maintaining all necessary permanent files, as well as working files, pertaining to the content of Commission meetings including leases, resolutions, ordinances, minutes, and other supporting documentation.
- B. Prepare and distribute agendas and supporting materials for the Port Commission meetings and other committees of the Port as may be required.
- C. Prepare minutes of Commission meetings and other meetings of the Port as necessary. Assist in the follow-up of Commission directives with appropriate staff. Maintain database records of policy and actions taken by the Board of Commissioners.
- D. Retrieve, open, and distribute incoming mail daily as directed. Deliver outgoing mail to Post Office, daily as necessary.
- E. Provide support documentation and information for meetings, seminars, and conferences as they occur.
- F. Schedule and monitor appointments as well as register and make reservations for the Port Manager and Port staff.
- G. Maintain Port scrapbook of news clippings from varied publications.
- H. Run business-related errands within the community.



- I. When and as directed, write, edit and publish on Port website.
- J. Coordinate the purchase of and maintain adequate office supplies for Administrative Offices.
- K. Organize, maintain and be knowledgeable of information available specific to the Port of Brookings Harbor in general.
- L. Follow safety regulations as established by Port policy and report violations of those regulations.
- M. Maintain Port policies, ordinances, and resolutions as needed for the purpose of operations.
- N. Other duties as assigned.
- O. Provide safety related training to Port Staff as mandated by OSHA.
- P. Conduct accident investigations and report recommendations to management.
- Q. Conduct routine safety inspections and report recommendations to management.
- R. Implement Port Safety and Health Program.

#### **4. WORKING RELATIONSHIPS:**

- A. Supervises no one but will provide guidance to office and operations staff as necessary.
- B. Internal contact with the Operations Staff as often as necessary; at least daily contact by the Harbormaster.
- C. External contact with the general public, marina users and customers as required or requested by the Harbormaster.

#### **5. POSITION REQUIREMENTS:**

- A. Must have high school diploma or GED equivalent education.
- B. Must have a valid Oregon driver's license.
- C. Must pass pre-employment drug screen and maintain drug and alcohol-free work environment.
- D. Ability to attend and participate in early morning/evening or weekend meetings or organizations, which benefit job experience or expand knowledge. Some travel involved in the attendance of out of town meetings.
- E. Strong organizational skills and ability to prioritize. Must be a self-starter and work with little or no direction.
- F. Working knowledge of Port rates and policies.

- G. Ability to assume new duties or responsibilities in a confident manner, along with the ability to learn quickly.
- H. Ability to maintain discretion and confidentiality, professionalism, and harmonious relationships with public and co-workers.
- I. Ability to organize, prioritize, be self-motivate, and problem-solving..
- J. Ability to meet tight deadlines.
- K. Ability to meet the public in a friendly, confident and knowledgeable manner.
- L. Ability to work as a team with all employees.
- M. Must work daily with customers and staff in a courteous manner, both in person and on the telephone.
- N. Occasional conflict management when dealing with general public.
- O. CPR/First aid training.

**6. PHYSICAL AND MENTAL DEMANDS:**

- A. Moderate physical effort. Comfortable work position. Subject to constant interruption.
- B. Able to work harmoniously with the public and Port Staff. Must be in sound physical condition.

**7. WORK ENVIRONMENT:**

- A. Indoors / occasional outdoors.
- B. Some overnight travels.
- C. Normal working hours are Monday through Friday from 8am to 5pm.

This job description is an outline of major recurring responsibilities of the job. It is not intended to be all inclusive of the work to be performed. Other related job objectives, special assignments and responsibilities will typically be performed.

# PORT OF BROOKINGS HARBOR

## POSITION: Maintenance Level I

**REPORTS TO:** Senior Management

**PURPOSE OF POSITION:**

To carry out Port operation policies and duties as established by the Port Manager, in relation to maintenance.

**Employee Classification: Non-exempt:** An employee who is paid an hourly wage, (typically assigned a regular work shift of not more than 40 hours per week), and whose job calls for overtime payment as appropriate under state and federal regulations.

**DUTIES AND RESPONSIBILITIES:**

1. Performs general cleaning of Port restrooms, fish station and trash removal.
2. Maintains contact with the Senior Management and reports the needs and problems at the Port so they can be solved.
3. Performs work related to customer service through cheerful and efficient service to Port Patrons.
4. Notifies the Senior Management of any hazardous conditions, which exist on Port properties.
5. Follow safety regulations as established by Port policy and report violations of those regulations.
6. Must work daily with patrons and staff in a courteous manner.
7. Must work with various types of people and project a proper public image.

**WORKING RELATIONSHIPS:**

1. Primary contact is with the field personnel and Senior Management.
2. Supervises no one, but will provide guidance to office and operations staff as necessary.

**POSITION REQUIREMENTS:**

1. Requires knowledge of Port Operations.
2. Must work daily with patrons and staff in a courteous manner.

3. Must have an ability to work well with the various types of people and to project a proper public image.
4. Position requires discretion and the ability to maintain privacy, professionalism and harmonious relationship with the public and co-workers.
5. Must be able to operate Port vehicle in a safe efficient manner.
6. Must have a valid Oregon Driver's License.
7. Must past pre-employment drug screen and maintain drug and alcohol-free work environment.

**PHYSICAL AND MENTAL DEMANDS:**

1. Able to work harmoniously with the public and Port Staff.
2. Must be in sound physical condition.

**WORK ENVIRONMENT:**

1. Indoors and out. Rain or shine.

This description is an outline of the major recurring responsibilities of the job. It is not intended to be all inclusive of the work to be performed. Other related job objectives, special assignments and less significant responsibilities will typically be performed or as directed by the Senior Management.

# PORT OF BROOKINGS HARBOR

## POSITION: Maintenance Level II

**REPORTS TO: Senior Management**

### **PURPOSE OF POSITION:**

To carry out Port operation policies and duties as established by the Port Manager, in relation to maintenance.

**Employee Classification: Non-exempt:** An employee who is paid an hourly wage, (typically assigned a regular work shift of not more than 40 hours per week), and whose job calls for overtime payment as appropriate under state and federal regulations.

### **DUTIES AND RESPONSIBILITIES:**

1. Performs general cleaning of Port restrooms, fish station and trash removal.
2. Maintains contact with the Senior Management and reports the needs and problems at the Port so they can be solved.
3. Performs work related to customer service through cheerful and efficient service to Port Patrons.
4. Notifies the Senior Management of any hazardous conditions, which exist on Port properties.
5. Follow safety regulations as established by Port policy and report violations of those regulations.
6. Must work daily with patrons and staff in a courteous manner.
7. Must work with various types of people and project a proper public image.
8. Maintenance of equipment and facilities; includes buildings, docks, landscape and other Port property maintenance.
9. Operates equipment if trained and authorized by Harbormaster.

### **WORKING RELATIONSHIPS:**

1. Primary contact is with the field personnel and Senior Management.
2. Supervises no one, but will provide guidance to office and operations staff as necessary.

**POSITION REQUIREMENTS:**

1. Requires knowledge of Port Operations.
2. Must work daily with patrons and staff in a courteous manner.
3. Must have an ability to work well with the various types of people and to project a proper public image.
4. Position requires discretion and the ability to maintain privacy, professionalism and harmonious relationship with the public and co-workers.
5. Must be able to operate Port vehicle in a safe efficient manner.
6. Must have a valid Oregon Driver's License.
7. Must past pre-employment drug screen and maintain drug and alcohol-free work environment.

**PHYSICAL AND MENTAL DEMANDS:**

1. Able to work harmoniously with the public and Port Staff.
2. Must be in sound physical condition.

**WORK ENVIRONMENT:**

1. Indoors and out. Rain or shine.

This description is an outline of the major recurring responsibilities of the job. It is not intended to be all inclusive of the work to be performed. Other related job objectives, special assignments and less significant responsibilities will typically be performed or as directed by the Senior Management.

# PORT OF BROOKINGS HARBOR

## POSITION: Maintenance Level III

**REPORTS TO:** Senior Management

**PURPOSE OF POSITION:**

To carry out Port operation policies and duties as established by the Port Manager, in relation to maintenance.

**Employee Classification: Non-exempt:** An employee who is paid an hourly wage, (typically assigned a regular work shift of not more than 40 hours per week), and whose job calls for overtime payment as appropriate under state and federal regulations.

**DUTIES AND RESPONSIBILITIES:**

1. Performs general cleaning of Port restrooms, fish station and trash removal.
2. Maintains contact with the Senior Management and reports the needs and problems at the Port so they can be solved.
3. Performs work related to customer service through cheerful and efficient service to Port Patrons.
4. Notifies the Senior Management of any hazardous conditions, which exist on Port properties.
5. Follow safety regulations as established by Port policy and report violations of those regulations.
6. Must work daily with patrons and staff in a courteous manner.
7. Must work with various types of people and project a proper public image.
8. Maintenance of equipment and facilities; includes buildings, docks, landscape and other Port property maintenance.
9. Operates equipment if trained and authorized by Harbormaster.
10. Operates and support Fuel Dock facility dispensing fuel and accounting of fuel transactions.
11. Maintain Port policies, ordinances and resolutions as needed for the purpose of operations.
12. CPR / First aid training.

**WORKING RELATIONSHIPS:**

1. Primary contact is with the field personnel and Senior Management.
2. Supervises no one, but will provide guidance to office and operations staff as necessary.

**POSITION REQUIREMENTS:**

1. Requires knowledge of Port Operations.
2. Requires knowledge of Port rates, charges and policies.
3. Must work daily with patrons and staff in a courteous manner.
4. Must have an ability to work well with the various types of people and to project a proper public image.
5. Must work daily with customers and staff in a courteous manner, both in person and on the telephone or radio.
6. Position requires discretion and the ability to maintain privacy, professionalism and harmonious relationship with the public and co-workers.
7. Must be able to determine the safe operational condition of all Port equipment and facilities.
8. Must be able to operate Port equipment in a safe efficient manner.
9. Ability to assume new duties or responsibilities in a confident manner, along with the ability to learn quickly.
10. Must have a valid Oregon Driver's License.
11. Must pass pre-employment drug screen and maintain drug and alcohol-free work environment.

**PHYSICAL AND MENTAL DEMANDS:**

1. Able to work harmoniously with the public and Port Staff.
2. Must be in sound physical condition.

**WORK ENVIRONMENT:**

1. Indoors and out. Rain or shine.



This description is an outline of the major recurring responsibilities of the job. It is not intended to be all inclusive of the work to be performed. Other related job objectives, special assignments and less significant responsibilities will typically be performed or as directed by the Senior Management.

# PORT OF BROOKINGS HARBOR

## POSITION: Maintenance Level IV

**REPORTS TO: Senior Management**

**PURPOSE OF POSITION:**

To carry out Port operation policies and duties as established by the Port Manager, in relation to maintenance.

**Employee Classification: Non-exempt:** An employee who is paid an hourly wage, (typically assigned a regular work shift of not more than 40 hours per week), and whose job calls for overtime payment as appropriate under state and federal regulations.

**DUTIES AND RESPONSIBILITIES:**

1. Performs general cleaning of Port restrooms, fish station and trash removal.
2. Maintains contact with the Senior Management and reports the needs and problems at the Port so they can be solved.
3. Performs work related to customer service through cheerful and efficient service to Port Patrons.
4. Notifies the Senior Management of any hazardous conditions, which exist on Port properties.
5. Follow safety regulations as established by Port policy and report violations of those regulations.
6. Must work daily with patrons and staff in a courteous manner.
7. Must work with various types of people and project a proper public image.
8. Maintenance of equipment and facilities; includes buildings, docks, landscape and other Port property maintenance.
9. Operates equipment if trained and authorized by Harbormaster.
10. Operates and support Fuel Dock facility dispensing fuel and accounting of fuel transactions.
11. Maintain Port policies, ordinances and resolutions as needed for the purpose of operations.
12. Operates and support Boat Yard activities; includes operating travel lift, spotting and

rigging as directed by Harbormaster.

13. Operates and support commercial vessel equipment loading and unloading; includes operating crane/reachlift, spotting and rigging as directed by Harbormaster.

14. CPR / First aid training.

**WORKING RELATIONSHIPS:**

1. Primary contact is with the field personnel and Senior Management.
2. Supervises no one, but will provide guidance to office and operations staff as necessary.

**POSITION REQUIREMENTS:**

1. Requires knowledge of Port Operations.
2. Requires knowledge of Port rates, charges and policies.
3. Must work daily with patrons and staff in a courteous manner.
4. Must have an ability to work well with the various types of people and to project a proper public image.
5. Must work daily with customers and staff in a courteous manner, both in person and on the telephone or radio.
6. Position requires discretion and the ability to maintain privacy, professionalism and harmonious relationship with the public and co-workers.
7. Must be able to determine the safe operational condition of all Port equipment and facilities.
8. Must be able to operate Port equipment in a safe efficient manner.
9. Ability to assume new duties or responsibilities in a confident manner, along with the ability to learn quickly.
10. Must have a valid Oregon Driver's License.
11. Must pass pre-employment drug screen and maintain drug and alcohol-free work environment.

**PHYSICAL AND MENTAL DEMANDS:**

1. Able to work harmoniously with the public and Port Staff.

2. Must be in sound physical condition.

**WORK ENVIRONMENT:**

1. Indoors and out. Rain or shine.

This description is an outline of the major recurring responsibilities of the job. It is not intended to be all inclusive of the work to be performed. Other related job objectives, special assignments and less significant responsibilities will typically be performed or as directed by the Senior Management.

# PORT OF BROOKINGS HARBOR

## POSITION: Maintenance Level V

**REPORTS TO:** Senior Management

**PURPOSE OF POSITION:**

To carry out Port operation policies and duties as established by the Port Manager, in relation to maintenance.

**Employee Classification: Non-exempt:** An employee who is paid an hourly wage, (typically assigned a regular work shift of not more than 40 hours per week), and whose job calls for overtime payment as appropriate under state and federal regulations.

**DUTIES AND RESPONSIBILITIES:**

1. Performs general cleaning of Port restrooms, fish station and trash removal.
2. Maintains contact with the Senior Management and reports the needs and problems at the Port so they can be solved.
3. Performs work related to customer service through cheerful and efficient service to Port Patrons.
4. Notifies the Senior Management of any hazardous conditions, which exist on Port properties.
5. Follow safety regulations as established by Port policy and report violations of those regulations.
6. Must work daily with patrons and staff in a courteous manner.
7. Must work with various types of people and project a proper public image.
8. Maintenance of equipment and facilities; includes buildings, docks, landscape and other Port property maintenance.
9. Operates equipment if trained and authorized by Harbormaster.
10. Operates and support Fuel Dock facility dispensing fuel and accounting of fuel transactions.
11. Maintain Port policies, ordinances and resolutions as needed for the purpose of operations.
12. Lead operator of Boat Yard activities as directed by Harbormaster.

13. Lead operator of commercial vessel equipment loading and unloading as directed by Harbormaster.

14. CPR / First aid training.

**WORKING RELATIONSHIPS:**

1. Primary contact is with the field personnel and Senior Management.
2. Supervises no one, but will provide guidance to office and operations staff as necessary.
3. Contact with local contractors as required or requested by the Harbormaster.

**POSITION REQUIREMENTS:**

1. Requires knowledge of Port Operations.
2. Requires knowledge of Port rates, charges and policies.
3. Must work daily with patrons and staff in a courteous manner.
4. Must have an ability to work well with the various types of people and to project a proper public image.
5. Must work daily with customers and staff in a courteous manner, both in person and on the telephone or radio.
6. Position requires discretion and the ability to maintain privacy, professionalism and harmonious relationship with the public and co-workers.
7. Must be able to determine the safe operational condition of all Port equipment and facilities.
8. Must be able to operate Port equipment in a safe efficient manner.
9. Ability to assume new duties or responsibilities in a confident manner, along with the ability to learn quickly.
10. Ability to attend and participate in early morning/evening or weekend meetings or organizations, which benefit job experience or expand knowledge. Some travel involved in the attendance of out-of-town meetings.
11. Ability to organize, prioritize, be self-motivate, and problem solving.
12. Must have a valid Oregon Driver's License.

13. Must past pre-employment drug screen and maintain drug and alcohol-free work environment.

**PHYSICAL AND MENTAL DEMANDS:**

1. Able to work harmoniously with the public and Port Staff.
2. Must be in sound physical condition.

**WORK ENVIRONMENT:**

1. Indoors and out. Rain or shine.

This description is an outline of the major recurring responsibilities of the job. It is not intended to be all inclusive of the work to be performed. Other related job objectives, special assignments and less significant responsibilities will typically be performed or as directed by the Senior Management.