

PORT OF BROOKINGS HARBOR
Regular Commission Meeting
Tuesday, August 20, 2019 • 6:00 pm
 Port Conference Room Suite 202
 16350 Lower Harbor Road, OR 97415

TENTATIVE AGENDA

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1. CALL MEETING TO ORDER	
• Pledge of Allegiance	
• Roll Call	
• Modifications, Additions, and Changes to the Agenda	
• Declaration of Potential Conflicts of Interest	
2. APPROVAL OF AGENDA - CONSENT ITEMS	
A. Approved Minutes of Regular Meeting Tuesday, July 16, 2019.....	2
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 Chairman prior to the beginning of the meeting.)	
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9. ADJOURNMENT	

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

Tuesday, July 16, 2019

The Port of Brookings Harbor District met in regular session on the above date at 6:00 P.M. open session at the Port Conference Room, 16350 Lower Harbor Road, Harbor OR, 97415.

1. Call Meeting to Order:

I. Pledge of Allegiance

II. Roll Call:

Commissioners present: Joseph Speir, Sharon Hartung, Roy Davis, Richard Heap, and Kenneth Range.

III. Introduction of Guest and Port Staff:

Staff present: Port Manager Gary Dehlinger, Harbormaster Travis Webster, and Administrative Assistant Danielle Shepard.

IV. Modifications, Additions, and Changes to the Agenda:

Range requested to discuss landscaping in information items.

V. Declaration of Potential Conflicts of Interest:

None.

2. Oath of Office and Commissioners Positions:

I. Davis informed the public that Mrs. Kim Boom, Ports Notary, has already sworn the board into office.

II. Speir made a motion for Roy Davis to be Chairman. Second by Range. **Motion passed 5-0.**

III. Davis made a motion for Richard Heap to be Vice Chairman. Second by Speir. **Motion passed 5-0.**

IV. Range made a motion for Sharon Hartung to be Secretary. Second by Heap. **Motion passed 5-0.**

V. Hartung made a motion for Joseph Speir to be Treasurer. Second by Heap. **Motion passed 5-0.**

3. Approval of Agenda – Consent Items:

A. Approved Minutes of Budget Hearing Meeting Tuesday, June 18, 2019:

B. Approved Minutes of Regular Meeting Tuesday, June 18, 2019:

I. Heap made a motion to approve the agenda along with consent items A and B. Second by Speir. **Motion passed 5-0.**

4. Public Comments:

I. No public comments.

5. Management Reports:

A. Financial Report – June 2019:

I. Port Manager presented the Financial Report.

B. Port Manager Report – June 2019:

- I. Port Manager presented the Port Manager Report.
 - II. The commission discussed the item.
- C. Harbormaster Report – June 2019:**
- I. Harbormaster presented the Harbormaster Report.
 - II. Speir made a motion to approve the Management Reports. Second by Heap.
Motion passed 5-0.
- 6. Action Items:**
- A. Righetti Property:**
- I. No representation was present.
 - II. No formal action taken.
- B. Ordinance No. 23 Live-aboard Amendment:**
- I. Port Manager presented the item.
 - II. Chairman read Ordinance No. 23 amendment 4.16.
 - III. Hartung made a motion to approve the introduction of Ordinance No. 23 Live-aboard, amendment to Section 4.16 of Part IV, Specific Rules and Regulations of Ordinance No. 1-1998. An Ordinance of the Board of Commissioners of the Port of Brookings Harbor regarding live-aboards. Second by Range.
Motion passed 5-0.
- C. Sealcoat Retail Parking Lot:**
- I. Port Manager presented the item.
 - II. The commission discussed the item.
 - III. The Board agreed to table this item, but will discuss it again during action item P.
- D. Vehicle Procurement Request:**
- I. Chairman presented the item.
 - II. Range made a motion to approve 25,000 for the purchase of a harbormaster truck. Second by Speir. **Motion passed 4-1.**
Yes: Speir, Range, Heap, and Davis.
No: Hartung
- E. Authorized Bank Signers:**
- I. Chairman presented the item.
 - II. Heap made a motion to approve Sharon Hartung to be added as authorized signer to Rogue Credit Union Account, and to remove Wesley Ferraccioli as authorized signer to Rogue Credit Union Account. Second by Speir. **Motion passed 5-0.**
- F. Basin 2 Dock Repair:**
- I. Port Manager presented the item.
 - II. The commission discussed the item.
 - III. Heap made a motion to approve Port Manager or designee expenditure to various vendors for materials to repair worn docks throughout the current budget period July 1, 2019 to June 30, 2020 not to exceed the current budget

amount without further Board approval. Second by Range. **Motion passed 5-0.**

G. Parking Lot Catch Basin Replacement:

- I. Port Manager presented the item.
- II. The commission discussed the item.
- III. Heap made a motion to approve Port Manager or designee for the expenditure, not-to-exceed \$15,000, to cover two existing inlets and install two new catch basins with the proper sump to capture sediment, debris and associated pollutants in the main retail parking lot. Second by Speir. **Motion passed 5-0.**

H. Port Office ADA Ramp and Sidewalk:

- I. Port Manager presented the item.
- II. The commission discussed the item.
- III. Range made a motion to approve Port Manager or designee for the expenditure, not-to-exceed \$15,000, to install ADA ramp and sidewalk at the Port Office. Second by Speir. **Motion passed 5-0.**

I. South Coast Tours Lease:

- I. Port Manager presented the item.
- II. Heap made a motion to approve the lease with South Coast Tours LLC for three years with option of additional three years for the dock space in Basin 1. Second by Hartung. **Motion passed 5-0.**

J. Meeting Room Rental Agreement Form:

- I. Port Manager presented the item.
- II. Heap made a motion to approve meeting room rental agreement. Second by Speir. **Motion passed 5-0.**

K. Incinerator for Fish Carcasses:

- I. Harbormaster presented the item.
- II. The commission discussed the item.
- III. Commission allowed public comments.
- IV. Chairman moved the discussion back to the commission.
- V. Heap made a motion to approve Port Manager or designee to continue researching the costs and purchase an incinerator, if DEQ regulations allow, and not-to-exceed \$40,000 to install incinerator system. Second by Speir. **Motion passed 5-0.**

L. Donating Old Commercial Washer and Dryers:

- I. Port Manager presented the item.
- II. Port Manager informed the Board that the business name has changed to Curry Community Cares.
- III. Speir made a motion to approve Port Manager to donate 9 Maytag commercial washers, 6 Speed Queen commercial washers, 5 Speed Queen front loaded commercial washers and 10 Speed Queen commercial dryers to Curry Community Cares. Second by Heap. **Motion passed 5-0.**

- M. Kathy's Corner Market Lease Amendment:**
- I. Port Manager presented the item.
 - II. Range made a motion to approve Kathy's Corner Market Lease Amendment No. 1. Second by Heap. **Motion passed 5-0.**
- N. The Bell & Whistle Lease Amendment:**
- I. Port Manager presented the item.
 - II. The commission discussed the item.
 - III. Heap made a motion to approve The Bell & Whistle Coffee House Inc lease amendment No. 1. Second by Range. **Motion passed 5-0.**
- O. Dinghies:**
- I. Port Manager & Al Cornell presented the item.
 - II. The commission discussed the item.
 - III. Commission allowed public comments.
 - IV. Chairman moved the discussion back to the board.
 - V. Hartung made a motion to continue following Port Ordinance and moorage license agreement. Second by Heap. **Motion passed 4-1.**
Yes: Speir, Range, Heap, and Hartung.
No: Davis
- P. Striping Plan for Retail Parking Lot and Port Signage:**
- I. Port Manager presented the item.
 - II. The commissioners discussed the item.
 - III. Chairman allowed public comment.
 - IV. Chairman moved the discussion back to the Board.
 - V. Heap made a motion to approve expenditure not to exceed \$50,000 for the sealcoating and striping of retail parking lot and allow Port Manager or designee to enter into a contract with most responsible contractor to complete the work. Second by Hartung. **Motion passed 4-1.**
Yes: Speir, Hartung, Heap, and Davis.
No: Range
 - VI. Heap made a motion to approve restriping plan and for the Port Manager or designee expenditure, not-to-exceed \$25,000, to relocate parking lot light poles, remove island, and paving of the retail parking lot; and approve Port sign changes. Second by Hartung. **Motion passed 5-0.**
- Q. Bushes and Trees around Cat House:**
- I. Chairman presented the item.
 - II. Heap made a motion to continue cleaning up the boat yard clearing bushes and trees on the slopes, and try to notify someone that we are contemplating removing all the cat houses.
 - III. Chairman allowed public comments.
 - IV. Chairman moved the discussion back to the board.
 - V. Motion was second by Range. **Motion passed 5-0.**
- R. Increasing Secured Boat & Trailer Storage:**
- I. Chairman and Port Manager presented the item.

- II. The commission discussed the item.
- III. Speir made a motion to approve the Port Manager or designee expenditure, not-to-exceed \$15,000, to increase secured storage areas and create more boat and trailer storage where possible. Second by Heap. **Motion passed 5-0.**

S. 44 ft USCG Boat:

- I. Port Manager presented the item.
- II. Heap made a motion to approve relinquishing any and all claims against the 44ft USCG and provide the vessel to Westport South Beach Historical Society, Westport Maritime Museum and give the Port Manager or designee the authorization to sign documentation for the release of the 44ft USCG boat. Second by Speir. **Motion passed 5-0.**

7. Information Items:

A. Events Report:

- I. Port Manager presented the item.
- II. The commission discussed the item.

B. Project Work Orders 2019-20:

- I. Port Manger presented the item.
- II. The commission discussed the item.

C. Landscaping:

- I. The commission felt that this item was discussed enough throughout the meeting.

8. Commissioner Comments:

Commissioners reported on their recent activities.

9. Next Regular Meeting Date – August 20, 2019, 6:00 pm

10. Adjournment:

Chairman adjourned the meeting at 9:00 pm.

Secretary, Sharon Hartung

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

FINANCIAL REPORT

DATE: August 20, 2019
RE: Month End Report of Financial Activities for July 2019
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

Overview of Port Financial History from December 2016 to Present

December 2016 – The quarterly payment to Business Oregon was placed on hold by the request from the Port because funds were not available to pay payroll and utilities. This was probably the worst period for the Port in the sense of financial obligations. Port bank account had \$93,037 with \$168,349 in accounts payable. Fuel deliveries had to be paid by check or the fuel would not be provided. Business Oregon had serious doubts the Port could recover.

Since February 2017, the Port has not missed a payment to any vender or debtor. The Port also purchased a new travel lift, reach lift (crane), three (3) new trucks, increased staff size, increased payments to Business Oregon, reduced the missed payments to Business Oregon, tackling deferred maintenance issues and increased the bank account to \$500,000.

This turnaround could not have happened without the hard work and dedication of Port Staff, past and present Commissioners and the understanding of Business Oregon Staff allowing the Port time to achieve financial success.

Cash Basis – July 2019

General Port Operations – Net Income \$42,969

- Program Revenues \$390,472
- Operation Expenses \$347,503

Non-Operation – Net Income (\$4,795)

- Non-Operating Revenue {Tax Appropriations, Interest & Dividends, Inter-fund Transfers & Misc. Income} - \$59,772
- Non-Operating Expenses {FEMA & Grant Expenses & Loan Payments Expense, Inter-fund Transfers} - \$64,567

July 2019 – Net Income \$38,870

Breakdown of General Port Operations

BEACHFRONT RV PARK – Operating Net Income \$87,536

- Revenue \$107,005
- Expenses \$15,326

(Reserve Amount for Depreciation \$1,702 and Loan Payment Amount \$5,063, not factored)

BOAT YARD – Operating Net Income \$3,687

- Revenue \$9,559
- Expenses \$5,872

(Reserve Amount for Depreciation \$2,275 and Loan Payment Amount \$6,024, not factored)

COMMERCIAL / RETAIL LEASES – Operating Net Income \$30,443

- Revenue \$45,582
- Expenses \$15,139

(Reserve Amount for Depreciation \$10,727 and Loan Payment Amount \$11,236, not factored)

Purchased \$3966 of rock landscape for the retail parking lot during July.

Purchased \$1325 of fabric material for the landscape area at retail parking lot in July.

FUEL DOCK – Operating Net Income \$41,462

- Revenue \$143,974
- Expenses \$102,512

(Reserve Amount for Depreciation \$833 and Loan Payment Amount \$1,754 not factored)

Nearly all the expenses were purchasing petroleum product.

MARINA/ADMINISTRATION – Operating Net Income (\$118,928)

- Revenue \$84,195
- Expenses \$203,122

(Reserve Amount for Depreciation \$14,867 and Loan Payment Amount \$14,913, not factored)

Brief overview of the expenses under Marina / Administration. Typical month has two payroll periods, July had three payroll periods totaling \$91,080 and included workers compensation payment of \$15,447. Roof repairs were paid in July for \$29,509. Property and casualty insurance paid in July totaled \$17,998. Utilities were \$8,437. Engineering services were \$7,172. Multiple pieces of equipment were purchased to handle fish carcasses for \$6,877. Security services for \$4,081. Port apparel was \$3,440. 2-year subscription for service/support on QuickBooks program was paid for \$3,094. Other goods and services were general maintenance supplies, legal services, bank fees and office supplies expenses.

PROPERTY GROUND USE – Operating Net Income \$2,303

- Revenue \$2,590
- Expense \$122

Other Port Funds

Misc. Non-Operating & Transfers from General Fund

- Total transfers to Debt Service Fund \$61,776
- Total transfers to Bond Debt Fund \$10,843
- Total transfers to Capital Projects Fund \$0.00
- Total transfers to Reserve Fund \$10,417

CAPITAL PROJECTS – NET POSITION (\$923.24)

- Revenue & Transfers \$2,025
- Expenses & Transfers \$1,102

Projects in progress (project completed, but not all payment request submitted):

1. Basin 1 Piling, Project 65 – *FEMA PW319 Basin 1 Piling Projects expenses, to be reimbursed 100%*

DEBT SERVICE FUND – NET POSITION \$24,264

- Revenue & Transfers \$30,388
- Expenses/Loan Payments *including principle & interest* \$6,124

USDA REVENUE BOND FUND – NET POSITION \$11,095

- Revenue & Transfers \$11,095
- Expenses & Transfers \$0

RESERVE FUND – NET POSITION \$10,517

- Revenue & Transfers \$10,517
 - Expenses & Transfers \$0
-

DOCUMENTS

- Fund Balance Report, 1 page
 - Finance Debt Monthly Report, 1 page
 - July 2019 Profit & Loss Marina/Administration Report, 2 pages
 - July 2019 Marina/Administration Materials & Services Detail Report, 4 pages
 - July 2019 Personnel Services Detail Report, 2 pages
 - July 2019 Profit & Loss, 3 pages
 - Profit & Loss Budget Performance, 2 pages
 - Check Register, 7 pages
-

COMMISSIONERS ACTION

Recommended Motion:

Motion to accept Financial Report as presented.



PORT of BROOKINGS HARBOR

FINANCE DEBT MONTHLY REPORT

Date: August 20, 2019
Period: July 2019
To: Gary Dehlinger, General Manager
Issued By: Kim Boom, Financial Officer

Debt Service Payments

- IFA
 - L98004/Basin 2 Dock Improvement
PRINCIPAL BALANCE ...\$132,359.01 INTEREST BALANCE...\$312,338.92
 - X03004/Eureka Fishery-Property Improvement
PRINCIPAL BALANCE ...\$201,452.11 INTEREST BALANCE...\$197,881.55
 - 520139/Boardwalk
PRINCIPAL BALANCE ...\$60,695.23 INTEREST BALANCE...\$175,540.26
 - 525172/RV Park Improvement
PRINCIPAL BALANCE ...\$123,153.04 INTEREST BALANCE...\$138,594.25
 - 525176/Green Bldg.
PRINCIPAL BALANCE ...\$283,132.58 INTEREST BALANCE...\$263,665.71
 - 525181/Eureka Fishery-Property Purchase
PRINCIPAL BALANCE ...\$187,822.80 INTEREST BALANCE...\$347,562.39
 - L02001/Marine Fueling Dock
PRINCIPAL BALANCE ...\$184,202.48 INTEREST BALANCE...\$240,371.49
 - L02009/Cold Storage
PRINCIPAL BALANCE ...\$744,309.20 INTEREST BALANCE...\$1,025,118.15
- IFA TOTAL PRINCIPLE BALANCE as of June 30, 2019...\$1,917,126.45
- IFA TOTAL ACCURED INTEREST as of June 30, 2019...\$3,045,171.28
- Travelift - \$4659.00 paid to m2Lease
BALANCE...\$211,115.10
- 2018 Genie Reach Forklift - \$1464.71 paid to Umpqua Bank
BALANCE...\$83,006.32
- Land Purchase – Kyle Aubin paid \$72.00
BALANCE... \$15,120.00

9:15 AM
 08/12/19
 Cash Basis

Port of Brookings Harbor
Profit & Loss Marina/Administration
 July 2019

	Jul 19
Income	
400 · REVENUES	
410 · GENERAL REVENUES	
10412 · Property Tax Current	1,011.24
10413 · Property Tax Prior	462.54
10414 · Interest General Fund	180.38
10417 · Assets Sales	75.00
10418 · Miscellaneous	-80.00
10419 · Transfer to General Fund	923.24
Total 410 · GENERAL REVENUES	2,572.40
420 · PROGRAM REVENUES	
10421 · ADMIN/MOORAGE/MARINA	
10421.2 · Moorage	
10421.3 · Commercial Slip Rent	8,837.57
10421.4 · Recreational Slip Rent	38,294.22
10421.5 · Transient	855.44
10421.7 · Balance Forward	24,024.49
10421.2 · Moorage - Other	-20.00
Total 10421.2 · Moorage	71,591.72
10421.8 · Storage	5,745.07
10421 · ADMIN/MOORAGE/MARINA - Other	4,285.50
Total 10421 · ADMIN/MOORAGE/MARINA	81,622.29
Total 420 · PROGRAM REVENUES	81,622.29
Total 400 · REVENUES	84,194.69
Total Income	84,194.69
Gross Profit	84,194.69
Expense	
500 · PERSONNEL SERVICES	
10501 · Port Manager	9,087.12
10502 · Port Office Staff	15,077.25
10504 · Operations Staff	27,479.84
10505 · Overtime	
10505.1 · Office	644.00
10505.2 · Operations	266.02
Total 10505 · Overtime	910.02
10506 · Payroll Taxes/Costs/Benefits	
10506.1 · Paid Holidays	1,169.76
10506.2 · Sick Leave Benefit	524.88
10506.3 · Vacation	1,785.16
10506.5 · SEP Retirement	
10506.6 · Office	1,839.22
10506.7 · Operations	2,233.13
10506.8 · Port Manager	998.70
Total 10506.5 · SEP Retirement	5,071.05
10506.9 · Personal Vehicle Allowance	900.00
10507 · Payroll Taxes	6,480.84
Total 10506 · Payroll Taxes/Costs/Benefits	15,931.69
10508 · Workers Compensation	15,447.81
10509 · Health Care and Dental	7,146.87
Total 500 · PERSONNEL SERVICES	91,080.40
600 · MATERIALS & SERVICES	
10601 · ADVERTISING & NOTIFICATIONS	1,158.27

9:15 AM
08/12/19
Cash Basis

Port of Brookings Harbor
Profit & Loss Marina/Administration
July 2019

	<u>Jul 19</u>
10602 · REPAIRS & MAINTENANCE	
10602.1 · Maintenance & Repairs	43,542.89
10602.2 · Services/Supplies/Contracts	15,664.95
10602.3 · Tools & Equipment Purchases	6,877.80
10602.4 · Supplies & Services	1,034.32
Total 10602 · REPAIRS & MAINTENANCE	<u>67,119.96</u>
10605 · UTILITIES	
10605.1 · Electric & Propane Gas	3,981.64
10605.2 · Water, Sanitary & Waste	3,393.46
10605.3 · Telecommunications & Cable TV	1,082.14
Total 10605 · UTILITIES	<u>8,437.24</u>
10606 · OFFICE EXPENSE	3,816.21
10607 · BANK SERVICE & FINANCE FEES	1,567.13
10608 · TRAINING & TRAVEL	312.80
10610 · INSURANCE; PROP & CAS, BOND	17,995.80
10611 · PROFESSIONAL FEES	
10611.2 · Attorney	988.00
10611.4 · Engineering/Consultant	5,790.00
10611.5 · Architecture & Planning	0.00
10611 · PROFESSIONAL FEES - Other	4,856.44
Total 10611 · PROFESSIONAL FEES	<u>11,634.44</u>
Total 600 · MATERIALS & SERVICES	<u>112,041.85</u>
Total Expense	<u>203,122.25</u>
Net Income	<u><u>-118,927.56</u></u>

**Port of Brookings Harbor
Materials & Services Marina-Admin. July 2019
July 2019**

Type	Date	Num	Name	Memo	Debit	Credit	Original Amount	Balance
600 - MATERIALS & SERVICES								
10601 - ADVERTISING & NOTIFICATIONS								
Bill	07/12/2019	245720	Country Media, Inc.	06/01 - 71210517 Port of Brookings Harbor L...	105.81		105.81	105.81
Bill	07/12/2019	245720	Jones, Damon	06/05 - 71211075 Notice of Foreclosure Sale	59.82		59.82	165.43
Bill	07/12/2019	245720	Country Media, Inc.	06/05 - 71211221 Port of Brookings Harbor ...	159.40		159.40	324.83
Bill	07/12/2019	245720	Country Media, Inc.	06/08 - 71211274 Form LB-1 2018	458.88		458.88	781.71
Bill	07/12/2019	245720	Jones, Damon	08/12 - 71211075 Notice of Foreclosure Sale	59.13		59.13	840.84
Bill	07/12/2019	245720	Country Media, Inc.	08/15 - 71212005 Notice of Foreclosure Session	44.50		44.50	885.34
Bill	07/12/2019	245720	Country Media, Inc.	08/15 - 71212012 Port of Brookings Harbor L...	202.56		202.56	1,087.90
Bill	07/12/2019	245720	Country Media, Inc.	08/29 - 71213108 Notice of Public Bid Sale	70.37		70.37	1,158.27
Total 10601 - ADVERTISING & NOTIFICATIONS					1,158.27	0.00		1,158.27
10602 - REPAIRS & MAINTENANCE								
10602.1 - Maintenance & Repairs								
Bill	07/01/2019	16802	Stadelman Electric, Inc.	7/1/2019- Vendor Balance Forward Sewer A...	565.65		565.65	565.65
Bill	07/01/2019	2019 (INV#1	Full Spectrum Landscaping Inc.	VENDOR Balance Forward - MAY 2019 LAN...	1,866.00		1,866.00	2,431.65
Bill	07/01/2019	39887	Pape Material Handling	VENDOR Balance Forward - 4/17/19 Repair ...	879.85		879.85	3,311.60
Bill	07/01/2019	382021	John Kallum/John's Portable ...	VENDOR Balance Forward - PILING HOOP...	262.50		262.50	3,574.10
Bill	07/02/2019	66057	Henry's Car Wash & Detailing	Vehicle Wash-EQ#1102 Chevy ¾ Ton Truck	9.00		9.00	3,583.10
Bill	07/02/2019	66071	Henry's Car Wash & Detailing	Vehicle Wash-EQ#1117 2018 F150 Ford Tru...	9.00		9.00	3,592.10
Bill	07/02/2019	64067	Henry's Car Wash & Detailing	Vehicle Wash-EQ#1108 2017 F250 Ford Tru...	9.00		9.00	3,601.10
Bill	07/10/2019	1064	The Roofers, LLC	Labor for Roof repair: Kitefield Restroom, Pa...	2,850.00		2,850.00	6,451.10
Bill	07/10/2019	1064	The Roofers, LLC	Materials	5,159.14		5,159.14	11,610.24
Bill	07/10/2019	1064	The Roofers, LLC	Material Delivery	150.00		150.00	11,760.24
Bill	07/10/2019	1065	The Roofers, LLC	Labor for Roof repair: Kitefield Restroom, Pa...	21,350.00		21,350.00	33,110.24
Bill	07/10/2019	493352	Dea's Tree Trimming	Labor to remove vegetation on Basin II slope...	1,500.00		1,500.00	34,610.24
Bill	07/10/2019	6001867	AMAZON MKTPLACE	FILTER 25 MICRON for EQ#3707 Ride-on L...	20.81		20.81	34,631.05
Bill	07/12/2019	40233	Pape Material Handling	Repair Platform/Ground Control Box Reset ...	437.50		437.50	35,068.55
Bill	07/12/2019	40233	Pape Material Handling	Repair Platform/Ground Control Box Reset ...	22.00		22.00	35,090.55
Bill	07/12/2019	259881	Curry Equipment	SHARPEN 16 AND UNDER	24.00		24.00	35,114.55
Bill	07/12/2019	458517	Kerr's Ace Hardware Inc	BROOM CORN WAREHOUSE ACE	23.98		23.98	35,138.53
Bill	07/12/2019	458517	Kerr's Ace Hardware Inc	PROTECTANT ARMOR ALL 28OZ	9.59		9.59	35,148.12
Bill	07/12/2019	458517	Kerr's Ace Hardware Inc	SHOP TOWELS RED RU/12	5.99		5.99	35,154.11
Bill	07/12/2019	344736	NAPA Auto Part	MOBIL 1 15W50 8X1 (518)	35.94		35.94	35,190.05
Bill	07/12/2019	4789-273877	O'Reilly Auto Parts	10synth oil	52.11		52.11	35,242.16
Bill	07/12/2019	9220	BI-MART	DISTILLED WATER GAL	3.52		3.52	35,245.68
Bill	07/12/2019	9220	BI-MART	FUNNEL 9ET	3.49		3.49	35,249.17
Bill	07/12/2019	9220	BI-MART	DISTILLED WATER GAL	2.84		2.84	35,252.01
Bill	07/12/2019	260033	Curry Equipment	SS SHARPEN 16 AND UNDER	24.00		24.00	35,276.01
Bill	07/12/2019	259635	Curry Equipment	CARLTON LP. 050	40.32		40.32	35,316.33
Bill	07/12/2019	259715	Curry Equipment	SS SHARPEN 16 AND UNDER	8.00		8.00	35,324.33
Bill	07/12/2019	259745	Curry Equipment	CLUTCH ASSY	28.99		28.99	35,353.32
Bill	07/12/2019	259745	Curry Equipment	COUPLER SLEEVE	20.00		20.00	35,373.32
Bill	07/12/2019	259745	Curry Equipment	LABOR	49.00		49.00	35,422.32
Bill	07/25/2019	260191	Curry Equipment	SHARPEN 18-24 IN	20.00		20.00	35,442.32
Bill	07/25/2019	260191	Curry Equipment	RAKER GRIND	4.00		4.00	35,446.32
Bill	07/25/2019	260325	Curry Equipment	STIHL KM 130-WEED TRIMMER SER NU...	35.00		35.00	35,481.32
Bill	07/25/2019	260325	Curry Equipment	SHARPEN 16 AND UNDER	16.00		16.00	35,497.32
Bill	07/25/2019	459683	Kerr's Ace Hardware Inc	CHEMTRYPATCH 1 OYCC 4OZ	11.99		11.99	35,509.31
Bill	07/25/2019	459683	Kerr's Ace Hardware Inc	COUPLE 1" 3X3 SCH40	2.84		2.84	35,512.04
Bill	07/25/2019	459683	Kerr's Ace Hardware Inc	TEE PVC40 1X1X3/4X3X3FPT	5.37		5.37	35,517.41
Bill	07/25/2019	459683	Kerr's Ace Hardware Inc	TEE PVC40 1" 3X3X3FPT	1.79		1.79	35,519.20
Bill	07/25/2019	459683	Kerr's Ace Hardware Inc	TEE PVC40 1X1X3/4X3X3FPT	1.79		1.79	35,521.00
Bill	07/25/2019	459683	Kerr's Ace Hardware Inc	COUPLE 1" 3X3 SCH40	0.88		0.88	35,521.88
Bill	07/25/2019	459683	Kerr's Ace Hardware Inc	THREAD SEAL TAPE 1/2X260	8.34		8.34	35,530.22
Bill	07/25/2019	459683	Kerr's Ace Hardware Inc	PIPE SCH40 1"X10' END	3.89		3.89	35,534.11
Bill	07/25/2019	460105	Kerr's Ace Hardware Inc	ECOLOGY FEE FOR 1/2 PT TO GAL	0.45		0.45	35,534.56
Bill	07/25/2019	460177	Kerr's Ace Hardware Inc	COUPLE 1.5" 3X3 SCH40	2.36		2.36	35,536.92
Bill	07/25/2019	460177	Kerr's Ace Hardware Inc	TEE 1.5" 3X3X3 SCH40	5.18		5.18	35,542.10
Bill	07/25/2019	460177	Kerr's Ace Hardware Inc	BUSHING 49PVC1.5SPG3/4FPT	11.94		11.94	35,554.04
Bill	07/25/2019	460177	Kerr's Ace Hardware Inc	COUPLE 1.5" 3X3 SCH40	0.59		0.59	35,554.63
Bill	07/25/2019	3636	Kendrick Equipment USA LLC	Field Time	810.00		810.00	36,364.63
Bill	07/25/2019	3636	Kendrick Equipment USA LLC	Travel Time	2,227.50		2,227.50	38,592.13
Bill	07/25/2019	3636	Kendrick Equipment USA LLC	Mileage	1,000.50		1,000.50	39,592.63
Bill	07/25/2019	362029	John Kallum/John's Portable ...	6/27/19-Repair to Hoist at Bornstein Cut an...	600.00		600.00	40,192.63
Bill	07/25/2019	460374	Kerr's Ace Hardware Inc	2x1x20 ACQ PRESSURE TREATED for B...	558.90		558.90	40,751.53
Bill	07/25/2019	3645	Kendrick Equipment USA LLC	ROD END, 3/8 OD	214.20		214.20	40,965.73
Bill	07/25/2019	3645	Kendrick Equipment USA LLC	Screw, Cap	4.50		4.50	40,970.23
Bill	07/25/2019	3645	Kendrick Equipment USA LLC	Freight	14.50		14.50	40,984.73
Bill	07/25/2019	3648	Kendrick Equipment USA LLC	Helonic Remote Repair	1,040.53		1,040.53	42,025.26
Bill	07/25/2019	3648	Kendrick Equipment USA LLC	Inbound Freight	198.25		198.25	42,223.51
Bill	07/25/2019	40255	Pape Material Handling	6943247 CLEANER	19.00		19.00	42,242.51
Bill	07/25/2019	40255	Pape Material Handling	SERVICE SUPPLIES	20.15		20.15	42,262.66
Bill	07/25/2019	40255	Pape Material Handling	ENVIRONMENTAL CHARGE	15.11		15.11	42,277.77
Bill	07/25/2019	40255	Pape Material Handling	LABOR	1,250.00		1,250.00	43,527.77
Check	07/25/2019	9357	Kendrick Equipment	VOID:	0.00		0.00	43,527.77
Check	07/25/2019	9358	Pump Pipe & Tank Services, ...	VOID:	0.00		0.00	43,527.77
Check	07/25/2019	460784	Kerr's Ace Hardware Inc	CLAMP 1-5/16 TO 2-1/4" ss	7.96		7.96	43,535.73
Bill	07/25/2019	460784	Kerr's Ace Hardware Inc	COUPLE GALV 1.5" BARBXBARB	6.89		6.89	43,542.62
Total 10602.1 - Maintenance & Repairs					43,542.89	0.00		43,542.89
10602.2 - Services/Supplies/Contracts								
Bill	07/01/2019	2137	Gowman Electric, Inc.	7/1/19 VENDOR Balance Forward - Charges...	85.00		85.00	85.00
Bill	07/01/2019	2204	Rock Island Design	VENDOR Balance Forward - Port Apparel fo...	3,440.74		3,440.74	3,525.74
Bill	07/01/2019	ORBRK44185	Festenal Industrial Supplies	VENDOR Balance Forward - Cleats,Bolts, W...	1,754.30		1,754.30	5,280.04
Bill	07/01/2019	8532	NorthCoast Health Screening	VENDOR Balance Forward -6-PANEL + AL...	90.00		90.00	5,370.04
Bill	07/01/2019	K0229992	Gold Beach Lumber Yard, Inc.	VENDOR Balance Forward -GLOVES AND ...	9.48		9.48	5,379.52
Bill	07/01/2019	SP38118270	SimpleSafe	Support for Port Office Alarm System SUPP...	14.99		14.99	5,394.51
Bill	07/02/2019	E#6825125	CHEVRON	UNLEADED REG MILEAGE:12,185 EQ#11...	82.36		82.36	5,476.87
Bill	07/03/2019	E#6825921	CHEVRON	UNLEADED REG MILEAGE:3778 EQ#111...	58.00		58.00	5,534.87
Check	07/10/2019	9309	Shawn Hall	Reimbursement for Work Boots	129.95		129.95	5,664.82
Check	07/10/2019	9310	Cameron King	Reimbursement for Work Boots for Cameron...	164.95		164.95	5,829.77
Bill	07/11/2019	MPP-140329	My Parking Permit	STAND REFLECTIVE BUMPER DECAL 27X...	130.00		130.00	5,959.77
Bill	07/12/2019	010	Northwest Parking Equipment ...	Rolls receipt stock	165.00		165.00	6,124.77
Bill	07/12/2019	010	Northwest Parking Equipment ...	Freight	19.65		19.65	6,144.42
Bill	07/12/2019	ORBRK44193	Festenal Industrial Supplies	9" JUMBOTISSUE	954.74		954.74	7,109.16
Bill	07/12/2019	ORBRK44193	Festenal Industrial Supplies	800' BrwnPprTwrRoll	64.33		64.33	7,173.49
Bill	07/12/2019	ORBRK44256	Festenal Industrial Supplies	800' BrwnPprTwrRoll	112.57		112.57	7,286.06
Bill	07/12/2019	ORBRK44283	Festenal Industrial Supplies	FRESH 100 32 OZ	247.88		247.88	7,533.94
Bill	07/12/2019	K474432	Gold Beach Lumber Yard, Inc.	34" ROUGH SURFACE BROOM	79.98		79.98	7,613.92
Bill	07/12/2019	2143	Gowman Electric, Inc.	Charges applied to Electrical Contract Jour...	85.00		85.00	7,698.92
Bill	07/12/2019	2153	Gowman Electric, Inc.	Charges applied to Electrical Contract Jour...	85.00		85.00	7,783.92
Bill	07/12/2019	2156	Gowman Electric, Inc.	Charges applied to Electrical Contract Jour...	85.00		85.00	7,868.92
Bill	07/12/2019	2155	Gowman Electric, Inc.	Charges applied to Electrical Contract Jour...	85.00		85.00	7,953.92
Bill	07/12/2019	282	South Coast Knight Security	Charges applied to Security Contract 4 ve...	4,081.00		4,081.00	12,034.92
Bill	07/12/2019	259745	Curry Equipment	CARLTON 43G CHAIN	17.18		17.18	12,052.08
Bill	07/12/2019	259745	Curry Equipment	SLEEVE	23.95		23.95	12,076.03
Bill	07/13/2019	E#6833152	CHEVRON	UNLEADED REG MILEAGE: 117,116	83.00		83.00	12,159.03
Bill	07/15/2019	542466	FRED MEYER	UNLEADED REG MILEAGE: 12,442	84.82		84.82	12,243.85
Bill	07/17/2019	July 2019	BoomTech	Calendar Premium	7.91		7.91	12,251.76

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8:53 AM

08/12/19

Cash Basis

**Port of Brookings Harbor
Materials & Services Marina-Admin. July 2019
July 2019**

Type	Date	Num	Name	Memo	Debit	Credit	Original Amount	Balance
Bill	07/17/2019	July 2019	BoomTech	Calendar Premium	0.08		7.99	12,261.94
Bill	07/17/2019	July 2019	BoomTech	Credit Card Fee	0.08		0.08	12,261.92
Bill	07/19/2019	533505/051151	Dollar Tree	Bucket whandls	5.00		5.00	12,266.92
Bill	07/21/2019	E066378698	CHEVRON	UNLEADED REG MILEAGE-3528 E0#111...	52.00		52.00	12,318.92
Bill	07/22/2019	30923051064877	Pacific Rim Copy Center	36x48 Copies of EMC Dredge Survey Maps	112.50		112.50	12,431.42
Bill	07/24/2019	C532105	GoKeyless	Lockey 2835DCMO, marine grade, adjustabl...	170.00		1,700.02	12,601.42
Bill	07/24/2019	C532105	GoKeyless	Aluminum Gate Box 2000 series	32.93		329.28	12,634.35
Bill	07/24/2019	C532105	GoKeyless	Lockey 2835 Key Override Kit - Marina Grad...	37.33		373.31	12,671.68
Bill	07/24/2019	C532105	GoKeyless	82001a - Standard Key Alike Lockey Keyed ...	8.28		82.80	12,679.96
Bill	07/24/2019	C532105	GoKeyless	discount item		32.93	-248.54	12,647.03
Bill	07/24/2019	C532105	GoKeyless	discount item		37.33	-248.54	12,609.70
Bill	07/24/2019	C532105	GoKeyless	discount item		170.00	-248.54	12,439.70
Bill	07/24/2019	C532105	GoKeyless	discount item		8.28	-248.54	12,431.42
Bill	07/25/2019	2180	Gowman Electric, Inc.	Charges applied to Electrical Contract Job ...	1,650.00		1,650.00	14,081.42
Bill	07/25/2019	260191	Cury Equipment	12N CHAIN	8.00		8.00	14,089.42
Bill	07/25/2019	260191	Cury Equipment	CARLTON LP .050	20.16		20.16	14,109.58
Bill	07/25/2019	260191	Cury Equipment	CARLTON LP .050	20.16		20.16	14,129.74
Bill	07/25/2019	260191	Cury Equipment	CARLTON 43G CHAIN	17.16		17.16	14,146.90
Bill	07/25/2019	260191	Cury Equipment	CARLTON 33G CHAIN	17.16		17.16	14,164.06
Bill	07/25/2019	460030	Kerr's Ace Hardware Inc	RATCHET CAULK GUN	12.99		12.99	14,177.05
Bill	07/25/2019	460030	Kerr's Ace Hardware Inc	CAULK BGSTRCH WHT 10.5 OZ	13.98		13.98	14,191.03
Bill	07/25/2019	459884	Kerr's Ace Hardware Inc	1KALF LOCK WKEY 2001	155.88		155.88	14,346.91
Bill	07/25/2019	459884	Kerr's Ace Hardware Inc	SHIPPING & HANDLING	12.50		12.50	14,359.41
Bill	07/25/2019	K45168/2	Gold Beach Lumber Yard, Inc.	2-1/2" SILVER TIP BRUSH	13.48		13.48	14,372.89
Bill	07/25/2019	DOC # 261797	Del-Cur Supply Co-op	NEMESIS CAMO SAFETY GLASSES	23.90		23.90	14,396.79
Bill	07/25/2019	16839107	Umpqua Valley Fire Services, ...	7/18/2019-EXT Inspection & Service 2.58A...	240.00		240.00	14,636.79
Bill	07/25/2019	2174	Gowman Electric, Inc.	Charges applied to Electrical Contract 50A...	550.00		550.00	15,186.79
Check	07/25/2019	9358	John Kellum/John's Portable	VOID;	0.00		0.00	15,186.79
Check	07/25/2019	9360	Umpqua Valley Fire Services, ...	VOID;	0.00		0.00	15,186.79
Bill	07/25/2019	517075	FRED MEYER	UNLEADED REG MILEAGE-12,748	88.08		88.08	15,274.87
Bill	07/30/2019	459854	FRED MEYER	UNLEADED REG MILEAGE-12,889 E0#...	39.85		39.85	15,314.72
Bill	07/30/2019	551182	FRED MEYER	UNLEADED REG Fuel for Equipment (wee...	55.60		55.60	15,370.32
Bill	07/30/2019	551462	FRED MEYER	DIESEL FUEL Diesel Fuel for E0#4605 50...	72.57		72.57	15,442.89
Bill	07/31/2019	C531962	GoKeyless	Aluminum Gate Box 2000 series	222.28		246.96	15,689.85
Bill	07/31/2019	C531962	GoKeyless	Aluminum Gate Box 2000 series	24.70		246.96	15,689.85
Bill	07/31/2019	C531962	GoKeyless	DISCOUNT		24.70	-24.70	15,664.95
Total 10602.2 - Services/Supplies/Contracts					15,938.19	273.24		15,664.95
10602.3 - Tools & Equipment Purchases								
Bill	07/25/2019	Trailer	C Bar C Truck Sales	70 SR Tandem Axle Single Ram Dump Trailer	4,600.00		4,600.00	4,600.00
Bill	07/28/2019	15979187	Global Industrial.com	WRIGHT 20077 2 CU YD GRAY HEAVY DU...	1,111.00		1,111.00	5,711.00
Bill	07/28/2019	15979187	Global Industrial.com	LID FOR 2 CU YD GRAY HEAVY DUTY SE...	516.00		516.00	6,227.00
Bill	07/28/2019	15979187	Global Industrial.com	SHIPPING & HANDLING	650.80		650.80	6,877.80
Total 10602.3 - Tools & Equipment Purchases					6,877.80	0.00		6,877.80
10602.4 - Supplies & Services								
Bill	07/15/2019	5043	Bogardus, George	Background Check	19.95		19.95	19.95
Bill	07/15/2019	5043	Jacobson, Alan	Background Check	19.95		19.95	39.90
Bill	07/15/2019	5043	Paul, Louis	Background Check	19.95		19.95	59.85
Bill	07/15/2019	5043	Nied, Patrick & Cynthia Dyer	Background Check	19.95		19.95	79.80
Bill	07/15/2019	5043	Dilling, Raymond	Background Check	19.95		19.95	99.75
Bill	07/23/2019	K22828/2	Gold Beach Lumber Yard, Inc.	5/18x3 BRZ STAR LAG SCREW T30	79.99		79.99	179.74
Bill	07/23/2019	K22828/2	Gold Beach Lumber Yard, Inc.	5x1 MOV CORNER BRACE	59.90		59.90	239.64
Bill	07/25/2019	1042	BI-MART	Lysol Spray	8.17		8.17	247.81
Bill	07/25/2019	382030	John Kellum/John's Portable	Cut & Fab (6) D-ring mounts - Weld (2) on g...	225.00		225.00	472.81
Bill	07/25/2019	382030	John Kellum/John's Portable	Weld (4) D-rings on grates	150.00		150.00	622.81
Check	07/25/2019	9341	Rogue Credit Union	void	0.00		0.00	622.81
Bill	07/25/2019	460375	Kerr's Ace Hardware Inc	CUTEND MOPHEAD #32	17.98		17.98	640.83
Bill	07/25/2019	460375	Kerr's Ace Hardware Inc	CUTEND MOPHEAD #24	7.99		7.99	648.78
Bill	07/25/2019	460375	Kerr's Ace Hardware Inc	CUTEND MOPHEAD #32	8.99		8.99	657.77
Bill	07/25/2019	460375	Kerr's Ace Hardware Inc	CAULK BGSTRCH WHT 10.5OZ	69.90		69.90	727.67
Check	07/25/2019	9353	Del-Cur Supply Co-op	VOID;	0.00		0.00	727.67
Check	07/25/2019	9354	BI-MART	VOID; Account #931481 Water & Supplies	0.00		0.00	727.67
Bill	07/25/2019	460501	Kerr's Ace Hardware Inc	CLEANR GLAS19OZ SPRAYWAY	3.59		3.59	731.26
Bill	07/25/2019	460501	Kerr's Ace Hardware Inc	DECK MOP REFILL #16 ACE	5.99		5.99	737.25
Bill	07/25/2019	460501	Kerr's Ace Hardware Inc	PICKUP TOOL 36"	59.97		59.97	797.22
Bill	07/25/2019	460501	Kerr's Ace Hardware Inc	ACE GLOVES GEN PURP XL	13.99		13.99	811.21
Bill	07/25/2019	460537	Kerr's Ace Hardware Inc	AUGER TOILET 3/8"x3"	12.99		12.99	824.20
Bill	07/25/2019	460656	Kerr's Ace Hardware Inc	4x6x10 ACQ PRESSURE TREATED	207.12		207.12	1,031.32
Check	07/31/2019	cash		Test the donut process on Klusk Launch ...	5.00		5.00	1,036.32
Total 10602.4 - Supplies & Services					1,034.32	0.00		1,034.32
Total 10602 - REPAIRS & MAINTENANCE					67,363.20	273.24		67,119.96
10605 - UTILITIES								
10605.1 - Electric & Propane Gas								
Bill	07/10/2019	73708	Cooe-Cury Electric Cooperat...	METER#65985 ACCT#67601001 (Lower Ha...	43.70		43.70	43.70
Bill	07/10/2019	73708	Cooe-Cury Electric Cooperat...	METER#660184 ACCT#67601005 (Lower Ha...	50.80		94.50	94.50
Bill	07/10/2019	73708	Cooe-Cury Electric Cooperat...	METER#660095 ACCT#67601010 (16340 Lo...	415.22		509.72	509.72
Bill	07/10/2019	73708	Cooe-Cury Electric Cooperat...	METER#663023 ACCT#67601012 (16370 Lo...	92.81		562.53	562.53
Bill	07/10/2019	73708	Cooe-Cury Electric Cooperat...	METER#660768 ACCT#67601013 (16374 Lo...	52.53		615.06	615.06
Bill	07/10/2019	73708	Cooe-Cury Electric Cooperat...	METER#660182 ACCT#67601017 (16110 Lo...	300.14		915.20	915.20
Bill	07/10/2019	73708	Cooe-Cury Electric Cooperat...	METER#660814 ACCT#67601019 (16060 Lo...	230.14		1,145.34	1,145.34
Bill	07/10/2019	73708	Cooe-Cury Electric Cooperat...	METER#660623 ACCT#67601020 (16060 Lo...	73.54		1,218.88	1,218.88
Bill	07/10/2019	73708	Cooe-Cury Electric Cooperat...	METER#64942 ACCT#67601028 (16011 Bo...	98.48		1,317.34	1,317.34
Bill	07/10/2019	73708	Cooe-Cury Electric Cooperat...	METER#64944 ACCT#67601029 (16011 Bo...	39.48		1,356.82	1,356.82
Bill	07/10/2019	73708	Cooe-Cury Electric Cooperat...	METER#660191 ACCT#67601032 (16011 Bo...	798.82		2,155.64	2,155.64
Bill	07/10/2019	73708	Cooe-Cury Electric Cooperat...	METER#660193 ACCT#67601033 (16011 Lo...	645.95		2,801.59	2,801.59
Bill	07/10/2019	73708	Cooe-Cury Electric Cooperat...	METER#660092 ACCT#67601034 (16115 Lo...	50.52		2,852.11	2,852.11
Bill	07/10/2019	73708	Cooe-Cury Electric Cooperat...	METER#660093 ACCT#67601035 (16035 Bo...	269.45		3,121.56	3,121.56
Bill	07/10/2019	73708	Cooe-Cury Electric Cooperat...	METER#660536 ACCT#67601038 (16390 Lo...	106.05		3,227.61	3,227.61
Bill	07/10/2019	73708	Cooe-Cury Electric Cooperat...	METER#660000 ACCT#67601040 (HAASTE...	974.51		3,802.12	3,802.12
Bill	07/10/2019	73708	Cooe-Cury Electric Cooperat...	METER#66827 ACCT#67601041 (Boat Bas...	38.46		3,840.58	3,840.58
Bill	07/10/2019	73708	Cooe-Cury Electric Cooperat...	METER#66814 ACCT#67601044 (16330 Lo...	120.04		3,960.62	3,960.62
Total 10605.1 - Electric & Propane Gas					3,961.64	0.00		3,961.64
10605.2 - Water, Sanitary & Waste								
Bill	07/10/2019	JUNE 2019	Harbor Sanitary District	1724C Port of Brookings Harbor Westside Rv...	128.79		128.79	128.79
Bill	07/10/2019	JUNE 2019	Harbor Sanitary District	1725C Port of Brookings Harbor OLD FERR...	173.44		302.23	302.23
Bill	07/10/2019	JUNE 2019	Harbor Sanitary District	1757C Port of Brookings Harbor METER#02...	1,623.42		1,623.42	1,925.65
Bill	07/10/2019	JUNE 2019	Harbor Sanitary District	1759C Port of Brookings Harbor 4M TACKL...	51.00		1,976.65	1,976.65
Bill	07/10/2019	JUNE 2019	Harbor Sanitary District	2026C Port of Brookings Harbor PUBLIC DO...	33.14		2,009.79	2,009.79
Bill	07/10/2019	JUNE 2019	Harbor Sanitary District	2041C Port of Brookings Harbor Meter#2245...	104.58		2,114.37	2,114.37
Bill	07/10/2019	JUNE 2019	Harbor Water District P.U.D.	ACCT#02200000 PORT (SPORT BASIN/LA...	333.90		2,448.27	2,448.27
Bill	07/10/2019	JUNE 2019	Harbor Water District P.U.D.	ACCT#02200000 16330 LOWER HARBOR ...	103.92		2,552.19	2,552.19
Bill	07/10/2019	JUNE 2019	Harbor Water District P.U.D.	ACCT#02245002 16288 LOWER HARBOR ...	36.58		2,588.77	2,588.77
Bill	07/10/2019	JUNE 2019	Harbor Water District P.U.D.	ACCT#03015200 LOWER HARBOR ROAD ...	26.00		2,614.77	2,614.77
Bill	07/10/2019	JUNE 2019	Harbor Water District P.U.D.	ACCT#03030000 LOWER HARBOR ROAD ...	163.14		2,777.91	2,777.91
Bill	07/10/2019	JUNE 2019	Harbor Water District P.U.D.	ACCT#030500 16060 LOWER HARBOR R...	26.00		2,803.91	2,803.91

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Port of Brookings Harbor
Materials & Services Marina-Admin. July 2019

July 2019

Table with columns: Type, Date, Num, Name, Memo, Debit, Credit, Original Amount, Balance. Contains multiple sections for various services like Water, Telecommunications, Office Expense, Bank Service, Training, and Insurance.

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**Port of Brookings Harbor
Materials & Services Marina-Admin. July 2019
July 2019**

Type	Date	Num	Name	Memo	Debit	Credit	Original Amount	Balance
Bill	07/01/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Flood Coverage	132.95		132.95	5,408.90
Bill	07/01/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Crime Coverage	81.50		81.50	5,490.40
Bill	07/01/2019	Policy#STP-1182...	CAL/OR Insurance Specialists...	VENDOR Balance Forward 7/1/2019-Crum ...	1,415.80		1,415.80	6,906.00
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	General Liability Contribution (less Best Prac...	3,273.80		3,273.80	10,179.60
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Auto Liability (Includes Auto Excess & Auto ...	47.00		47.00	10,226.60
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Non-owned and Hired Auto Liability	12.50		12.50	10,239.10
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Auto Physical Damage-Merins	28.50		28.50	10,267.60
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Hired Auto Physical Damage	9.20		9.20	10,276.80
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P75442W-Property Contribution-Distri...	21.70		21.70	10,298.50
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P8231-Property Contribution-District F...	261.00		261.00	10,559.50
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P878-Property Contribution-District Fa...	161.80		161.80	10,721.30
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P980-Property Contribution-District Fa...	104.50		104.50	10,825.80
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P981-Property Contribution-District Fa...	105.00		105.00	10,930.80
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P5051-Property Contribution-District F...	211.00		211.00	11,141.80
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P878-Property Contribution-District Fa...	6.75		6.75	11,148.55
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P883-Property Contribution-District Fa...	27.10		27.10	11,175.65
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P885-Property Contribution-District Fa...	19.75		19.75	11,195.40
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P8189-Property Contribution-District F...	93.50		93.50	11,288.90
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Property Contribution-Equipment EQ#3701	27.85		27.85	11,316.75
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Property Contribution-Equipment EQ#3710	158.80		158.80	11,475.55
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Property Contribution-Equipment EQ#3708	2.75		2.75	11,478.30
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Property Contribution-Equipment Office/Sm...	20.20		20.20	11,498.50
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Property Contribution-Equipment EQ#3705	10.95		10.95	11,509.45
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Property Contribution-Equipment EQ#3707	8.25		8.25	11,517.70
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Property Contribution-Equipment EQ#4605	354.75		354.75	11,872.45
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Earthquake Contribution	309.50		309.50	12,181.95
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Flood Coverage	132.95		132.95	12,314.90
Bill	07/11/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Crime Coverage	81.50		81.50	12,396.40
Bill	07/11/2019	CHC-17938	CHC-17938	Addition of Club Car Golf Cart, Effective 6/1...	85.00		85.00	12,481.40
Bill	07/11/2019	CHC-17938	CHC-17938	Addition of EZGO Car Golf Cart, Effective 6/1...	18.00		18.00	12,499.40
Bill	07/11/2019	CHC-17938	CHC-17938	Change in Earthquake premium due to Prop...	4.00		4.00	12,503.40
Bill	07/11/2019	CHC-17938	CHC-17938	Change in Flood premium due to Property C...	2.00		2.00	12,505.40
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	General Liability Contribution (less Best Prac...	3,273.80		3,273.80	15,779.00
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Auto Liability (Includes Auto Excess & Auto ...	47.00		47.00	15,826.00
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Non-owned and Hired Auto Liability	12.50		12.50	15,838.50
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Auto Physical Damage-Merins	28.50		28.50	15,867.00
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Hired Auto Physical Damage	9.20		9.20	15,876.20
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P75442W-Property Contribution-Distri...	21.70		21.70	15,897.90
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P8231-Property Contribution-District F...	261.00		261.00	16,158.90
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P878-Property Contribution-District Fa...	161.80		161.80	16,320.70
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P980-Property Contribution-District Fa...	104.50		104.50	16,425.20
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P981-Property Contribution-District Fa...	105.00		105.00	16,530.20
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P5051-Property Contribution-District F...	211.00		211.00	16,741.20
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P878-Property Contribution-District Fa...	6.75		6.75	16,747.95
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P883-Property Contribution-District Fa...	27.10		27.10	16,775.05
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P885-Property Contribution-District Fa...	19.75		19.75	16,794.80
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	16414P8189-Property Contribution-District F...	93.50		93.50	16,888.30
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Property Contribution-Equipment EQ#3701	27.85		27.85	16,916.15
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Property Contribution-Equipment EQ#3710	158.80		158.80	17,074.95
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Property Contribution-Equipment EQ#3708	2.75		2.75	17,077.70
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Property Contribution-Equipment Office/Sm...	20.20		20.20	17,097.90
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Property Contribution-Equipment EQ#3705	10.95		10.95	17,108.85
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Property Contribution-Equipment EQ#3707	8.25		8.25	17,117.10
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Property Contribution-Equipment EQ#4605	354.75		354.75	17,471.85
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Earthquake Contribution	309.50		309.50	17,781.35
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Flood Coverage	132.95		132.95	17,914.30
Bill	07/25/2019	34P16414-203- ...	Spec Dist Assoc of OR- Prop ...	Crime Coverage	81.50		81.50	17,995.80
Check	07/25/2019	9359	VOID: Polcy#31P16414-203 Customer ID: 0...		0.00		0.00	17,995.80
Total 10610 - INSURANCE, PROP & CAS, BOND					17,995.80	0.00		17,995.80
10611 - PROFESSIONAL FEES								
10611.2 - Attorney								
Bill	07/12/2019	115	Black Rice & Luna LLP	Legal Services General File	893.00		893.00	893.00
Bill	07/12/2019	115	Black Rice & Luna LLP	Travel Expense	95.00		95.00	988.00
Total 10611.2 - Attorney					988.00	0.00		988.00
10611.4 - Engineering/Consultant								
Bill	07/11/2019	91005-1889	EMC-Engineers/Scientists, LLC	5/17-8/15-Correspondences with FEMA (Bill ...	470.00		470.00	470.00
Bill	07/11/2019	91005-1891	EMC-Engineers/Scientists, LLC	6/17-8/20- Monday - Travel, meeting & sonar...	3,240.00		3,240.00	3,710.00
Bill	07/25/2019	91005-1897	EMC-Engineers/Scientists, LLC	7/05- Review of RV Park requirements (1.2 h...	120.00		120.00	3,830.00
Bill	07/25/2019	91005-1897	EMC-Engineers/Scientists, LLC	07/09-07/10: Tidal adjustments to all eirs-me...	920.00		920.00	4,750.00
Bill	07/25/2019	91005-1897	EMC-Engineers/Scientists, LLC	7/10: Analytical comparison with 2017 Bethy...	630.00		630.00	5,380.00
Bill	07/25/2019	91005-1897	EMC-Engineers/Scientists, LLC	7/10-7/11 Final analyses and memo to the ...	410.00		410.00	5,790.00
Total 10611.4 - Engineering/Consultant					5,790.00	0.00		5,790.00
10611.5 - Architecture & Planning								
Check	07/23/2019	9352	CrowClay & Associates, Inc	VOID:	0.00		0.50	0.00
Total 10611.5 - Architecture & Planning					0.00	0.00		0.00
10611 - PROFESSIONAL FEES - Other								
Check	07/05/2019	DEBIT	ADP	Advice of Debit #538097875 ADP Time & AL...	101.45		101.45	101.45
Check	07/12/2019	DEBIT	ADP	Advice of Debit #538181738 Payroll Date: 0...	131.69		131.69	233.14
Bill	07/12/2019	19-21	Engineering Tech. Services	Admin. Printing & Civil Engineering Design ...	150.00		150.00	383.14
Bill	07/12/2019	19-21	Engineering Tech. Services	6/11/19- Created exhibit for EMC - Field Sur...	127.50		127.50	510.64
Bill	07/12/2019	19-21	Engineering Tech. Services	7/3/19- Received survey data from EMC - Tr...	85.00		85.00	595.64
Bill	07/12/2019	19-21	Engineering Tech. Services	7/8/19- Compiled reduced and input survey ...	340.00		340.00	935.64
Bill	07/12/2019	19-21	Engineering Tech. Services	7/8/19- Compiled reduced and input survey ...	255.00		255.00	1,190.64
Bill	07/12/2019	19-21	Engineering Tech. Services	7/11/19-Volume comparison calculations for ...	425.00		425.00	1,615.64
Bill	07/18/2019	79134	Scribble Software	New Quickbooks Company File Data Conver...	595.00		595.00	2,210.64
Bill	07/18/2019	4802847992	Intuit	2 Years Subscription w/Support for 7 users 7...	2,499.99		2,499.99	4,710.63
Check	07/26/2019	DEBIT	ADP	Advice of Debit #538088033 Payroll Date: 0...	145.81		145.81	4,856.44
Total 10611 - PROFESSIONAL FEES - Other					4,856.44	0.00		4,856.44
Total 10611 - PROFESSIONAL FEES					11,834.44	0.00		11,834.44
Total 600 - MATERIALS & SERVICES					112,368.93	325.00		112,041.85
TOTAL					112,368.93	325.00		112,041.85

Please Note:
Report for July reflects vendor balance forward from June due to data conversion into "new" company file in the amount of \$9,803.57. The Roofer's bill was not received in time to be in last fiscal year, the expenses will be in this fiscal year in the amount of \$29,509.14. Purchases include; utility trailer -\$4,600, hopper-\$2,277.80, Port apparel -\$3,440.74
Three monthly payments to Special Districts for Property & Casualty Policy are reflected in July - \$17,998.80
Subscriptions to Quickbooks and data conversion to Scribbles totaled \$3,094.99
Annual inspection and Hetric repair to Travelift - \$5,509.98.

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Cash Basis

Port of Brookings Harbor
Personnel Services
July 2019

Type	Date	Num	Memo	Debit	Credit	Original Amount	Balance
500 - PERSONNEL SERVICES							
10501 - Port Manager							
General Journal	07/03/2019	PAY 7/3/19	Rec 07/03/2019 payroll-Port Office	3,029.04		3,029.04	3,029.04
General Journal	07/17/2019	PAY 7/17	Rec 07/17/2019 payroll-Port Office	3,029.04		3,029.04	6,058.08
General Journal	07/31/2019	PAY 7/31/19	Rec 07/31/2019 payroll-Port Office	3,029.04		3,029.04	9,087.12
Total 10501 - Port Manager				9,087.12	0.00		9,087.12
10502 - Port Office Staff							
General Journal	07/03/2019	PAY 7/3/19	Rec 07/03/2019 payroll-Port Office	4,812.03		4,812.03	4,812.03
General Journal	07/17/2019	PAY 7/17	Rec 07/17/2019 payroll-Port Office	4,948.56		4,948.56	9,760.59
General Journal	07/31/2019	PAY 7/31/19	Rec 07/31/2019 payroll-Port Office	5,316.66		5,316.66	15,077.25
Total 10502 - Port Office Staff				15,077.25	0.00		15,077.25
10504 - Operations Staff							
General Journal	07/03/2019	PAY 7/3/19	Rec 07/03/2019 payroll-Marina Opera...	8,419.31		8,419.31	8,419.31
General Journal	07/17/2019	PAY 7/17	Rec 07/17/2019 payroll-Marina Opera...	9,306.27		9,306.27	17,725.58
General Journal	07/31/2019	PAY 7/31/19	Rec 07/31/2019 payroll-Marina Opera...	9,754.26		9,754.26	27,479.84
Total 10504 - Operations Staff				27,479.84	0.00		27,479.84
10505 - Overtime							
10505.1 - Office							
General Journal	07/03/2019	PAY 7/3/19	Rec 07/03/2019 payroll-Port Office	169.38		169.38	169.38
General Journal	07/17/2019	PAY 7/17	Rec 07/17/2019 payroll-Port Office	107.52		107.52	276.90
General Journal	07/31/2019	PAY 7/31/19	Rec 07/31/2019 payroll-Port Office	367.10		367.10	644.00
Total 10505.1 - Office				644.00	0.00		644.00
10505.2 - Operations							
General Journal	07/03/2019	PAY 7/3/19	Rec 07/03/2019 payroll-Marina Opera...	130.89		130.89	130.89
General Journal	07/31/2019	PAY 7/31/19	Rec 07/31/2019 payroll-Marina Opera...	135.13		135.13	266.02
Total 10505.2 - Operations				266.02	0.00		266.02
Total 10505 - Overtime				910.02	0.00		910.02
10506 - Payroll Taxes/Costs/Benefits							
10506.1 - Paid Holidays							
General Journal	07/17/2019	PAY 7/17	Rec 07/17/2019 payroll-Port Office	1,169.76		1,169.76	1,169.76
Total 10506.1 - Paid Holidays				1,169.76	0.00		1,169.76
10506.2 - Sick Leave Benefit							
General Journal	07/03/2019	PAY 7/3/19	Rec 07/03/2019 payroll-Port Office	230.39		230.39	230.39
General Journal	07/17/2019	PAY 7/17	Rec 07/17/2019 payroll-Port Office	31.54		31.54	261.93
General Journal	07/31/2019	PAY 7/31/19	Rec 07/31/2019 payroll-Port Office	262.95		262.95	524.88
Total 10506.2 - Sick Leave Benefit				524.88	0.00		524.88
10506.3 - Vacation							
General Journal	07/03/2019	PAY 7/3/19	Rec 07/03/2019 payroll-Port Office	1,347.20		1,347.20	1,347.20
General Journal	07/17/2019	PAY 7/17	Rec 07/17/2019 payroll-Port Office	292.36		292.36	1,639.56
General Journal	07/31/2019	PAY 7/31/19	Rec 07/31/2019 payroll-Port Office	145.60		145.60	1,785.16
Total 10506.3 - Vacation				1,785.16	0.00		1,785.16
10506.6 - SEP Retirement							
10506.6 - Office							
General Journal	07/03/2019	SEP 7/03/19	Rec 07/03/2019 payroll	182.98		182.98	182.98
General Journal	07/03/2019	SEP 7/03/19	Rec 07/03/2019 payroll	114.05		114.05	297.03
General Journal	07/03/2019	SEP 7/03/19	Rec 07/03/2019 payroll	158.57		158.57	455.60
General Journal	07/03/2019	SEP 7/03/19	Rec 07/03/2019 payroll	126.79		126.79	582.39
General Journal	07/17/2019	SEP 7/17	Rec 07/17/2019 payroll	189.96		189.96	772.35
General Journal	07/17/2019	SEP 7/17	Rec 07/17/2019 payroll	133.88		133.88	906.23
General Journal	07/17/2019	SEP 7/17	Rec 07/17/2019 payroll	166.55		166.55	1,072.78
General Journal	07/17/2019	SEP 7/17	Rec 07/17/2019 payroll	139.95		139.95	1,212.73
General Journal	07/31/2019	SEP 7/31/19	Rec 07/17/2019 payroll	218.53		218.53	1,431.26
General Journal	07/31/2019	SEP 7/31/19	Rec 07/17/2019 payroll	116.24		116.24	1,547.50
General Journal	07/31/2019	SEP 7/31/19	Rec 07/17/2019 payroll	163.92		163.92	1,711.42
General Journal	07/31/2019	SEP 7/31/19	Rec 07/17/2019 payroll	127.80		127.80	1,839.22
Total 10506.6 - Office				1,839.22	0.00		1,839.22
10506.7 - Operations							
General Journal	07/03/2019	SEP 7/03/19	Rec 07/03/2019 payroll	137.47		137.47	137.47
General Journal	07/03/2019	SEP 7/03/19	Rec 07/03/2019 payroll	181.14		181.14	318.61
General Journal	07/03/2019	SEP 7/03/19	Rec 07/03/2019 payroll	141.44		141.44	460.05
General Journal	07/03/2019	SEP 7/03/19	Rec 07/03/2019 payroll	264.00		264.00	724.05
General Journal	07/17/2019	SEP 7/17	Rec 07/17/2019 payroll	158.79		158.79	882.84
General Journal	07/17/2019	SEP 7/17	Rec 07/17/2019 payroll	168.34		168.34	1,051.18
General Journal	07/17/2019	SEP 7/17	Rec 07/17/2019 payroll	156.59		156.59	1,207.77
General Journal	07/17/2019	SEP 7/17	Rec 07/17/2019 payroll	277.20		277.20	1,484.97
General Journal	07/31/2019	SEP 7/31/19	Rec 07/17/2019 payroll	143.28		143.28	1,628.25
General Journal	07/31/2019	SEP 7/31/19	Rec 07/17/2019 payroll	181.82		181.82	1,809.87
General Journal	07/31/2019	SEP 7/31/19	Rec 07/17/2019 payroll	146.06		146.06	1,955.93
General Journal	07/31/2019	SEP 7/31/19	Rec 07/17/2019 payroll	277.20		277.20	2,233.13
Total 10506.7 - Operations				2,233.13	0.00		2,233.13
10506.8 - Port Manager							
General Journal	07/03/2019	SEP 7/03/19	Rec 07/03/2019 payroll	332.90		332.90	332.90
General Journal	07/17/2019	SEP 7/17	Rec 07/17/2019 payroll	332.90		332.90	665.80

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Cash Basis

**Port of Brookings Harbor
Personnel Services
July 2019**

Type	Date	Num	Memo	Debit	Credit	Original Amount	Balance
General Journal	07/31/2019	SEP 7/31/19	Rec 07/17/2019 payroll	332.90		332.90	998.70
Total 10506.8 - Port Manager				998.70	0.00		998.70
Total 10506.5 - SEP Retirement				5,071.05	0.00		5,071.05
10506.9 - Personal Vehicle Allowance							
General Journal	07/03/2019	PAY 7/3/19	Rec 07/03/2019 payroll-Port Office	300.00		300.00	300.00
General Journal	07/17/2019	PAY 7/17	Rec 07/17/2019 payroll-Port Office	300.00		300.00	600.00
General Journal	07/31/2019	PAY 7/31/19	Rec 07/31/2019 payroll-Port Office	300.00		300.00	900.00
Total 10506.9 - Personal Vehicle Allowance				900.00	0.00		900.00
10507 - Payroll Taxes							
General Journal	07/03/2019	PAY 7/3/19	Rec 07/03/2019 payroll	2,144.82		2,144.82	2,144.82
General Journal	07/17/2019	PAY 7/17	Rec 07/03/2019 payroll	2,210.31		2,210.31	4,355.23
General Journal	07/31/2019	PAY 7/31/19	Rec 07/31/2019 payroll	2,125.61		2,125.61	6,480.84
Total 10507 - Payroll Taxes				6,480.84	0.00		6,480.84
Total 10506 - Payroll Taxes/Costs/Benefits				15,931.89	0.00		15,931.69
10508 - Workers Compensation							
Bill	07/25/2019	Worker Comp ...	Coverage Period: 7/1/19-6/30/20 Polic...	15,447.61		15,447.61	15,447.61
Total 10508 - Workers Compensation				15,447.61	0.00		15,447.61
10509 - Health Care and Dental							
Bill	07/12/2019	AUGUST PRE...	HealthCare Premium - Employer Paid	6,518.04		6,518.04	6,518.04
Bill	07/12/2019	AUGUST PRE...	Dental Premium - Employer Paid	556.53		556.53	7,074.57
Bill	07/12/2019	AUGUST PRE ..	Life Premium - Employer Paid	23.70		23.70	7,098.27
Bill	07/12/2019	AUGUST PRE...	Short Term Premium - Employer Paid	48.60		48.60	7,146.87
Total 10509 - Health Care and Dental				7,146.87	0.00		7,146.87
Total 500 - PERSONNEL SERVICES				91,080.40	0.00		91,080.40
TOTAL				91,080.40	0.00		91,080.40

Please Note:
 July 2019 had 3 pay periods
 Annual payment to Special Districts for worker's compensation \$15,447.61

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Port of Brookings Harbor
 Profit & Loss
 July 2019

	Jul 19
Income	
400 · REVENUES	
410 · GENERAL REVENUES	
10412 · Property Tax Current	1,011.24
10413 · Property Tax Prior	462.54
10414 · Interest General Fund	180.38
10417 · Assets Sales	75.00
10418 · Miscellaneous	-80.00
10419 · Transfer to General Fund	923.24
20414 · Interest Revenue Bond Fund	251.47
20419 · Transfer to USDA Bond Fund	10,843.00
30414 · Interest Debt Service Fund	96.02
30419 · Transfer to Debt Service Fund	30,291.71
40419 · Transfer to Capital Project	1,101.83
50414 · Interest Reserve Fund	100.05
50419 · Transfer to Reserve Fund	10,417.00
Total 410 · GENERAL REVENUES	55,673.48
420 · PROGRAM REVENUES	
10421 · ADMIN/MOORAGE/MARINA	
10421.2 · Moorage	
10421.3 · Commercial Slip Rent	8,637.57
10421.4 · Recreational Slip Rent	38,294.22
10421.5 · Transient	655.44
10421.7 · Balance Forward	45,456.47
10421.2 · Moorage - Other	-20.00
Total 10421.2 · Moorage	93,023.70
10421.8 · Storage	5,745.07
10421 · ADMIN/MOORAGE/MARINA - Other	4,285.50
Total 10421 · ADMIN/MOORAGE/MARINA	103,054.27
10422 · BEACHFRONT RV PARK	
10422.1 · Space Rental	106,410.00
10422.2 · Wood Sales	485.00
10422.3 · Other Sales	110.00
Total 10422 · BEACHFRONT RV PARK	107,005.00
10423 · BOATYARD	9,558.74
10424 · COMMERCIAL RETAIL	31,524.92
10425 · FUEL DOCK	136,599.55
10426 · LAND USE EVENTS	2,730.00
Total 420 · PROGRAM REVENUES	390,472.48
Total 400 · REVENUES	446,145.96
Total Income	446,145.96
Gross Profit	446,145.96
Expense	
500 · PERSONNEL SERVICES	
10501 · Port Manager	9,087.12
10502 · Port Office Staff	15,077.25
10503 · RV Park Office Staff	4,068.32
10504 · Operations Staff	29,773.89
10505 · Overtime	
10505.1 · Office	648.73
10505.2 · Operations	293.95
Total 10505 · Overtime	942.68

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Port of Brookings Harbor
Profit & Loss
 July 2019

	Jul 19
10506 · Payroll Taxes/Costs/Benefits	
10506.1 · Paid Holidays	1,169.76
10506.2 · Sick Leave Benefit	524.88
10506.3 · Vacation	1,785.16
10506.5 · SEP Retirement	
10506.6 · Office	1,839.22
10506.7 · Operations	2,233.13
10506.8 · Port Manager	998.70
Total 10506.5 · SEP Retirement	5,071.05
10506.9 · Personal Vehicle Allowance	900.00
10507 · Payroll Taxes	2,144.92
10506 · Payroll Taxes/Costs/Benefits - Other	4,335.92
Total 10506 · Payroll Taxes/Costs/Benefits	15,931.69
10508 · Workers Compensation	15,447.81
10509 · Health Care and Dental	7,146.87
Total 500 · PERSONNEL SERVICES	97,473.23
600 · MATERIALS & SERVICES	
10601 · ADVERTISING & NOTIFICATIONS	1,158.27
10602 · REPAIRS & MAINTENANCE	
10602.1 · Maintenance & Repairs	48,699.98
10602.2 · Services/Supplies/Contracts	18,023.92
10602.3 · Tools & Equipment Purchases	7,183.64
10605.4 · Supplies & Services	2,386.29
10602 · REPAIRS & MAINTENANCE - Other	2,551.16
Total 10602 · REPAIRS & MAINTENANCE	78,844.99
10603 · FUEL purchased for resale	98,671.71
10605 · UTILITIES	
10605.1 · Electric & Propane Gas	6,930.10
10605.2 · Water, Sanitary & Waste	15,781.93
10605.3 · Telecommunications & Cable TV	2,368.25
10605 · UTILITIES - Other	40.54
Total 10605 · UTILITIES	25,120.82
10606 · OFFICE EXPENSE	4,402.20
10607 · BANK SERVICE & FINANCE FEES	4,381.60
10608 · TRAINING & TRAVEL	312.80
10609 · PERMITS, LICENSES, TAXES & MISC	
10609.1 · Lodging Taxes	2,248.93
10609 · PERMITS, LICENSES, TAXES & MISC - Other	32.00
Total 10609 · PERMITS, LICENSES, TAXES & MISC	2,280.93
10610 · INSURANCE; PROP & CAS, BOND	20,450.10
10611 · PROFESSIONAL FEES	
10605.5 · Architecture & Planning	1,733.00
10610.2 · Attorney	988.00
10610.4 · Engineering/Consultant	5,790.00
40610.4 · Engineering/Consultants	890.00
10611 · PROFESSIONAL FEES - Other	5,005.44
Total 10611 · PROFESSIONAL FEES	14,406.44
Total 600 · MATERIALS & SERVICES	250,029.86

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Port of Brookings Harbor
Profit & Loss
July 2019

	<u>Jul 19</u>
800 · DEBT SERVICE	
801 · Principal	
30803P · 50 BFMII Travellift Principal	3,678.06
30804P · 2018 Genie Forklift Principal	1,044.12
30805P · Property Purch-Kyle Aubin Prin.	72.00
Total 801 · Principal	<u>4,794.18</u>
810 · Interest Payments	
30813P · 50 BFMII Travellift Interest	980.94
30814P · 2018 Genie Forklift Interest	420.59
Total 810 · Interest Payments	<u>1,401.53</u>
Total 800 · DEBT SERVICE	6,195.71
900 · Operating Transfers Out	
10900 · Operating Transfers Out General	52,653.54
40900 · Operating Transfers Out Capital	923.24
Total 900 · Operating Transfers Out	<u>53,576.78</u>
Total Expense	<u>407,275.58</u>
Net Income	<u><u>38,870.38</u></u>

Port of Brookings Harbor
Profit & Loss Budget Performance
July 2019

	Jul 19	YTD Budget	% of Budget
Income			
400 · REVENUES			
410 · GENERAL REVENUES			
10411 · Cash Carry Over		546,386	
10412 · Property Tax Current	1,011	225,000	0.45%
10413 · Property Tax Prior	463	9,000	5.14%
10414 · Interest General Fund	180	7,304	2.47%
10417 · Assets Sales	75	5,066	1.48%
10418 · Miscellaneous	-80	20,657	-0.39%
20414 · Interest Revenue Bond Fund	251	700	35.92%
20419 · Transfer to USDA Bond Fund	10,843	130,120	8.33%
30414 · Interest Debt Service Fund	96	600	16.0%
30419 · Transfer to Debt Service Fund	30,292	363,748	8.33%
40416 · Government Funding			
40416.1 · Grant Funding		4,785	
Total 40416 · Government Funding		4,785	
50419 · Transfer to Reserve Fund	10,417	125,000	8.33%
Total 410 · GENERAL REVENUES	53,548	1,438,366	3.72%
420 · PROGRAM REVENUES			
10421 · ADMIN/MOORAGE/MARINA	103,054	654,707	15.74%
10422 · BEACHFRONT RV PARK	107,005	556,869	19.22%
10423 · BOATYARD	9,559	93,974	10.17%
10424 · COMMERCIAL RETAIL	31,525	519,402	6.07%
10425 · FUEL DOCK	136,600	581,596	23.49%
10426 · LAND USE EVENTS	2,730	8,928	30.59%
Total 420 · PROGRAM REVENUES	390,472	2,415,474	16.17%
Total 400 · REVENUES	444,021	3,853,840	11.52%
Total Income	444,021	3,853,840	11.52%
Gross Profit	444,021	3,853,840	11.52%
Expense			
500 · PERSONNEL SERVICES			
10501 · Port Manager	9,087	84,018	10.82%
10502 · Port Office Staff	15,077	153,838	9.8%
10503 · RV Park Office Staff	4,066	46,585	8.73%
10504 · Operations Staff	29,774	248,578	11.98%
10505 · Overtime	943	10,829	8.71%
10506 · Payroll Taxes/Costs/Benefits	15,932	157,710	10.1%
10508 · Workers Compensation	15,448	14,205	108.75%
10509 · Health Care and Dental	7,147	85,964	8.31%
Total 500 · PERSONNEL SERVICES	97,473	801,727	12.16%

Port of Brookings Harbor
Profit & Loss Budget Performance
July 2019

	Jul 19	YTD Budget	% of Budget
600 · MATERIALS & SERVICES			
10601 · ADVERTISING & NOTIFICATIONS	1,158	12,928	8.96%
10602 · REPAIRS & MAINTENANCE	78,845	323,780	24.35%
10603 · FUEL purchased for resale	98,672	492,132	20.05%
10604 · DISPOSAL of Abandon Vessels		40,000	
10605 · UTILITIES	25,121	281,292	8.93%
10606 · OFFICE EXPENSE	4,402	34,365	12.81%
10607 · BANK SERVICE & FINANCE FEES	4,382	28,803	15.21%
10608 · TRAINING & TRAVEL	313	2,629	11.9%
10609 · PERMITS, LICENSES, TAXES & MISC	2,281	29,317	7.78%
10610 · INSURANCE; PROP & CAS, BOND	20,450	83,940	24.36%
10611 · PROFESSIONAL FEES	14,406	142,570	10.11%
Total 600 · MATERIALS & SERVICES	250,030	1,471,756	16.99%
700 · CAPITAL OUTLAY			
10702 · Land Improvements		90,000	
10704 · Equipment		25,000	
40702 · Land Improvement - Capt Proj		4,785	
Total 700 · CAPITAL OUTLAY		119,785	
800 · DEBT SERVICE			
801 · Principal			
20801 · USDA Revenue Bond Principal		72,487	
30802P · IFA PRINCIPAL		290,000	
30803P · 50 BFMII Travelift Principal	3,678	45,202	8.14%
30804P · 2018 Genie Forklift Principal	1,044	12,803	8.16%
30806P · Property Purch-Kyle Aubin Prin.	72	864	8.33%
Total 801 · Principal	4,794	421,356	1.14%
810 · Interest Payments			
20810 · USDA Revenue Bond Interest		57,633	
30813P · 50 BFMII Travelift Interest	981	10,706	9.16%
30814P · 2018 Genie Forklift Interest	421	4,773	8.81%
Total 810 · Interest Payments	1,402	73,112	1.92%
Total 800 · DEBT SERVICE	6,196	494,468	1.25%
900 · Operating Transfers Out			
10900 · Operating Transfers Out General	52,654	618,868	8.51%
Total 900 · Operating Transfers Out	52,654	618,868	8.51%
950 · OPERATING CONTINGENCY		10,149	
Unappropriated & Reserve Amounts		337,087	
Total Expense	406,352	3,853,840	10.54%
Net Income	37,669	0	100.0%

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 Cash Basis

Num	Type	Date	Name	Memo	Debit	Credit	Balance
100 - CASH							
10101 - Petty Cash							
cash	Bill Pmt -Check	07/02/2019	Henry's Car Wash	Vehicle Wash-EQ#1102 Chevy 3/4 Ton Truck			330.71
cash	Bill Pmt -Check	07/02/2019	Henry's Car Wash	Vehicle Wash-EQ#1117 2018 F150 Ford Truck	9.00		330.71
cash	Bill Pmt -Check	07/02/2019	Henry's Car Wash	Vehicle Wash-EQ#1108 2017 F250 Ford Truck	9.00		321.71
Cash	Check	07/31/2019		Test the donation process on Kiosk Launch Box	5.00		303.71
Cash	Check	07/03/2019	Moore, Dick	REFUND for Key Deposit Return		20.00	298.71
Cash	Check	07/11/2019	Chandler, Richard	REFUND Key Deposit		20.00	278.71
Cash	Check	07/16/2019	Bassett, Rich & Car	REFUND Key Deposit		20.00	258.71
Cash	Check	07/16/2019	McAvoy, James	REFUND Key Deposit		20.00	238.71
Cash	Check	07/03/2019	Vaughn, Scott	REFUND of Key/Card Deposit Fee		20.00	218.71
9308	Check	07/10/2019	Petty Cash	Petty Cash for Safe	300.00		198.71
Total 10101 - Petty Cash					300.00	132.00	498.71
Total 100 - CASH					300.00	132.00	498.71
103 - CHECKING							
10103 - General Funds Ckg Umpqua 3634							
Deposit	Deposit	07/01/2019			3,712.26		169,994.79
Deposit	Deposit	07/01/2019			1,745.00		159,415.84
Deposit	Deposit	07/01/2019			68.00		163,128.10
Deposit	Deposit	07/01/2019			2,530.73		164,873.10
Deposit	Deposit	07/02/2019			2,457.53		164,941.10
Deposit	Deposit	07/01/2019			21,898.19		167,471.83
Deposit	Deposit	07/01/2019			7,810.07		169,929.36
Deposit	Deposit	07/01/2019			276.66		191,827.55
Deposit	Deposit	07/01/2019			1,319.18		199,914.28
Deposit	Deposit	07/01/2019			280.36		201,233.46
Deposit	Deposit	07/01/2019			1,365.00		202,878.82
Deposit	Deposit	07/01/2019			1,765.00		204,643.82
Deposit	Deposit	07/01/2019			2,242.00		206,885.82
Deposit	Deposit	07/01/2019			1,993.00		208,878.82
Deposit	Deposit	07/02/2019			26,369.72		235,248.54
Deposit	Deposit	07/02/2019			631.00		235,879.54
Deposit	Deposit	07/02/2019			3,647.00		239,526.54
Deposit	Deposit	07/01/2019			11,255.13		250,781.67
Deposit	Deposit	07/03/2019			2,775.18		253,556.85
Deposit	Deposit	07/03/2019			5,704.00		259,260.85
Deposit	Deposit	07/03/2019			3,992.00		263,252.85
Deposit	Deposit	07/04/2019			258.55		263,511.40
Deposit	Deposit	07/05/2019			621.52		264,132.92
Deposit	Deposit	07/08/2019			123.78		264,256.70
Deposit	Deposit	07/08/2019			9,338.60		273,595.30
Deposit	Deposit	07/08/2019			235.50		273,830.80
Deposit	Deposit	07/08/2019			13.28		273,844.08
Deposit	Deposit	07/08/2019			1,255.60		275,099.68
Deposit	Deposit	07/09/2019			2,143.48		277,243.16
Deposit	Deposit	07/10/2019			2,739.60		279,982.76
Deposit	Deposit	07/03/2019			2,714.43		282,697.19
Deposit	Deposit	07/05/2019			9,460.67		292,157.86
Deposit	Deposit	07/05/2019			270.13		292,427.99
Deposit	Deposit	07/06/2019			1,817.00		294,244.99
Deposit	Deposit	07/06/2019			1,535.56		295,780.55
Deposit	Deposit	07/06/2019			2,173.00		297,953.55
Deposit	Deposit	07/07/2019			747.99		298,701.54
Deposit	Deposit	07/07/2019			2,927.00		301,628.54

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Num	Type	Date	Name	Memo	Debit	Credit	Balance
951717	Deposit	07/08/2019			2,967.51		304,596.05
902261	Deposit	07/08/2019			3,362.00		307,958.05
902262	Deposit	07/09/2019			2,686.00		310,644.05
316883	Deposit	07/10/2019			627.58		311,271.63
902263	Deposit	07/11/2019			22,322.37		333,594.00
951719	Deposit	07/10/2019			1,810.00		335,404.00
951718	Deposit	07/09/2019			1,722.53		337,126.53
316884	Deposit	07/11/2019			1,396.74		338,523.27
902264	Deposit	07/11/2019			303.72		338,826.99
902265	Deposit	07/12/2019			3,824.00		342,650.99
951720	Deposit	07/12/2019			8,994.62		351,645.61
316885	Deposit	07/11/2019			4,349.01		355,994.62
902265	Deposit	07/12/2019			1,429.80		357,424.42
902266	Deposit	07/13/2019			3,023.00		360,447.42
902267	Deposit	07/14/2019			3,335.00		363,782.42
Curry Cnty Tx Appropriations-JULY 2019					1,539.00		365,321.42
902268	Deposit	07/12/2019			1,473.78		366,795.20
Deposit		07/15/2019			100.00		366,895.20
Deposit		07/16/2019			6,676.85		373,572.05
316886	Deposit	07/15/2019			8,971.73		382,543.78
316887	Deposit	07/16/2019			1,509.24		384,053.02
902268	Deposit	07/15/2019			2,307.69		386,360.71
902269	Deposit	07/16/2019			2,669.00		389,029.71
316888	Deposit	07/17/2019			1,341.00		390,370.71
Refund of overpayment for Escrow#87511B Deposit					3,650.37		394,021.08
951721	Deposit	07/12/2019			50.00		394,271.08
951722	Deposit	07/12/2019			2,270.97		396,542.05
951723	Deposit	07/14/2019			166.47		396,708.52
951724	Deposit	07/15/2019			739.40		397,447.92
951725	Deposit	07/16/2019			405.32		397,853.24
902270	Deposit	07/17/2019			13,942.34		411,795.58
Deposit		07/18/2019			4,552.00		416,347.58
316889	Deposit	07/18/2019			9,693.35		426,040.93
902271	Deposit	07/18/2019			2,253.04		428,293.97
951726	Deposit	07/18/2019			3,942.00		432,235.97
316890	Deposit	07/19/2019			773.12		433,009.09
316891	Deposit	07/19/2019			686.84		433,695.93
316892	Deposit	07/22/2019			740.64		434,436.57
Deposit		07/23/2019			1,990.07		436,426.64
Kiosk Boat Launch Cash Deposit					21,340.28		457,766.92
873967	Deposit	07/24/2019			1,925.00		459,691.92
873968	Deposit	07/01/2019			15.00		459,706.92
873969	Deposit	07/01/2019			65.00		459,771.92
873970	Deposit	07/01/2019			70.00		459,841.92
873971	Deposit	07/01/2019			55.00		459,896.92
873972	Deposit	07/01/2019			40.00		459,936.92
873973	Deposit	07/03/2019			40.00		459,976.92
873974	Deposit	07/04/2019			50.00		460,026.92
873975	Deposit	07/05/2019			30.00		460,056.92
873976	Deposit	07/06/2019			40.00		460,096.92
873977	Deposit	07/07/2019			70.00		460,166.92
873978	Deposit	07/08/2019			55.00		460,221.92
873979	Deposit	07/09/2019			40.00		460,261.92
873980	Deposit	07/10/2019			70.00		460,331.92
873981	Deposit	07/11/2019			15.00		460,346.92
					55.00		460,401.92

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Num	Type	Date	Name	Memo	Debit	Credit	Balance
	Deposit	07/12/2019			45.00		460,446.92
	Deposit	07/13/2019			75.00		460,521.92
	Deposit	07/14/2019			95.00		460,616.92
	Deposit	07/15/2019			60.00		460,676.92
	Deposit	07/16/2019			30.00		460,706.92
	Deposit	07/17/2019			15.00		460,721.92
	Deposit	07/18/2019			15.00		460,736.92
	Deposit	07/19/2019			10.00		460,746.92
	Deposit	07/20/2019			15.00		460,761.92
	Deposit	07/21/2019			35.00		460,796.92
	Deposit	07/22/2019			80.00		460,876.92
	Deposit	07/23/2019			80.00		460,956.92
	Deposit	07/19/2019			562.36		461,519.28
	Deposit	07/20/2019			705.94		473,464.92
	Deposit	07/22/2019			490.22		474,170.86
	Deposit	07/23/2019			353.03		474,661.08
	Deposit	07/25/2019			4,013.39		475,014.11
	Deposit	07/24/2019			1,533.49		479,027.50
	Deposit	07/19/2019			3,351.06		480,560.99
	Deposit	07/20/2019			1,651.00		483,912.05
	Deposit	07/21/2019			3,328.00		485,563.05
	Deposit	07/22/2019			3,470.00		488,991.05
	Deposit	07/23/2019			2,065.00		492,361.05
	Deposit	07/24/2019			5,723.00		494,426.05
	Deposit	07/25/2019			2,579.91		500,149.05
	Deposit	07/26/2019			4,831.00		502,728.96
	Deposit	07/27/2019			634.13		507,559.96
	Deposit	07/28/2019			2,161.37		508,194.09
	Deposit	07/29/2019			7,088.00		510,355.46
	Deposit	07/26/2019			369.69		517,443.46
	Deposit	07/26/2019			1,321.00		517,813.15
	Deposit	07/10/2019			676.87		519,134.15
	Deposit	07/29/2019			1,364.96		519,811.02
	Deposit	07/27/2019			5,726.78		521,175.98
	Deposit	07/28/2019			1,554.00		526,902.76
	Deposit	07/29/2019			2,950.00		528,456.76
	Deposit	07/29/2019			3,552.27		531,406.76
	Deposit	07/30/2019		Deposit-Pmt for June utilities - PayPal Trans#2NA02132TN4725429	13.77		534,959.03
	Deposit	07/28/2019			548.15		534,972.80
	Deposit	07/30/2019			4,727.20		535,520.95
	Deposit	07/29/2019			3,619.00		540,248.15
	Deposit	07/31/2019			2,409.00		543,866.15
	Deposit	07/30/2019			12,435.39		546,275.15
	Deposit	07/30/2019			3,768.47		558,710.54
	Deposit	07/30/2019			169.86		562,479.01
	Deposit	07/31/2019			4,484.73		562,648.87
	Deposit	07/31/2019			129.37		567,133.60
	Deposit	07/24/2019			5.00		567,262.97
	Deposit	07/25/2019			30.00		567,297.97
	Deposit	07/26/2019			30.00		567,327.97
	Deposit	07/27/2019			60.00		567,387.97
	Deposit	07/28/2019			30.00		567,417.97
	Deposit	07/29/2019			45.00		567,462.97
	Deposit	07/31/2019			1,250.83		568,713.80
	Deposit	07/31/2019			2,746.00		571,459.80

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Num	Type	Date	Name	Memo	Debit	Credit	Balance
DEBIT	Check	07/03/2019	Edward Jones	Employer Contribution 07/03/2019 ConfirmationP8NC7-CM2XG		182.98	571,276.82
DEBIT	Check	07/03/2019	Edward Jones	Employer Contribution 07/03/2019 ConfirmationP8NC7-CLC96		114.05	571,162.77
DEBIT	Check	07/03/2019	Edward Jones	Employer Contribution 07/03/2019 ConfirmationP8NC7-CLRYK		158.57	571,004.20
DEBIT	Check	07/03/2019	US Bank Sep-IRA	Employer Contribution 07/03/2019 ConfirmationP8NC7-CMVMF		332.90	570,671.30
DEBIT	Check	07/03/2019	Edward Jones	Employer Contribution 07/03/2019 ConfirmationP8NC7-CLXGZ		125.79	570,544.51
DEBIT	Check	07/03/2019	Edward Jones	Employer Contribution 07/03/2019 ConfirmationP8NC7-CM6QG		137.47	570,407.04
DEBIT	Check	07/03/2019	TD Ameritrade	Employer Contribution 07/03/2019 ConfirmationP8NC7-CMNS1		181.14	570,225.90
DEBIT	Check	07/03/2019	Edward Jones	Employer Contribution 07/03/2019 ConfirmationP8NC7-CMBN7		141.44	570,084.46
DEBIT	Check	07/03/2019	Edward Jones	Employer Contribution 07/03/2019 ConfirmationP8NC7-CMJK4		264.00	569,820.46
DEBIT	Check	07/02/2019	Elavon	JUNE 2019 MERCHANT SERVICE FEE ACCT#316		1,433.63	568,386.83
DEBIT	Check	07/02/2019	Elavon	JUNE 2019 MERCHANT SERVICE FEE ACCT#902		1,673.13	566,713.70
DEBIT	Check	07/02/2019	Elavon	JUNE 2019 MERCHANT SERVICE FEE ACCT#873 Veniek Boat Launch		125.88	566,587.82
DEBIT	Check	07/12/2019	ADP	JUNE 2019 MERCHANT SERVICE FEE ACCT#951		1,141.34	565,446.48
DEBIT	Check	07/16/2019	Carson	Advice of Debit #538181738 Payroll Date: 07/03/2019		131.69	565,314.79
DEBIT	Bill Pmt -Check	07/20/2019	Carson	CUSTOMER # 7611262 FUEL PURCHASES		18,826.39	546,488.40
DEBIT	Bill Pmt -Check	07/24/2019	Carson	CUSTOMER # 7611262 FUEL PURCHASES		536,044.97	536,044.97
DEBIT	Check	07/05/2019	ADP	Advice of Debit #538097876 ADP Time & Attendance		18,826.37	517,218.60
DEBIT	Bill Pmt -Check	07/11/2019	Oregon Lodging Tax	BIN: 0294055-3		101.45	517,117.15
DEBIT	Check	07/17/2019	Edward Jones	Employer Contribution 07/17/2019 ConfirmationPB1LR-R419Y		2,248.93	514,868.22
DEBIT	Check	07/17/2019	Edward Jones	Employer Contribution 07/17/2019 ConfirmationPB1LR-R3Y07		158.79	514,709.43
DEBIT	Check	07/17/2019	Edward Jones	Employer Contribution 07/17/2019 ConfirmationPB1LR-R3T7L		189.96	514,519.47
DEBIT	Check	07/17/2019	US Bank Sep-IRA	Employer Contribution 07/17/2019 ConfirmationPB1LR-R4J17		139.95	514,379.52
DEBIT	Check	07/17/2019	TD Ameritrade	Employer Contribution 07/17/2019 ConfirmationPB1LR-R4CKW		332.90	514,046.62
DEBIT	Check	07/17/2019	Edward Jones	Employer Contribution 07/17/2019 ConfirmationPB1LR-R44CQ		168.34	513,878.28
DEBIT	Check	07/17/2019	Edward Jones	Employer Contribution 07/17/2019 ConfirmationPB1LR-R2TKQ		156.59	513,721.69
DEBIT	Check	07/17/2019	Edward Jones	Employer Contribution 07/17/2019 ConfirmationPB1LR-R3PSW		133.88	513,587.81
DEBIT	Check	07/17/2019	Edward Jones	Employer Contribution 07/17/2019 ConfirmationPB1LR-R485Y		166.55	513,421.26
DEBIT	Bill Pmt -Check	07/29/2019	Carson	CUSTOMER # 7611262 FUEL PURCHASES		277.20	513,144.06
DEBIT	Bill Pmt -Check	07/31/2019	Carson	CUSTOMER # 7611262 FUEL PURCHASES		22,828.99	490,315.07
DEBIT	Bill Pmt -Check	07/22/2019	Carson	Power Postage Acct# 8000-9000-0324-9186		9,594.81	480,720.26
DEBIT	Check	07/26/2019	Plimney Bowes, Inc.	Advice of Debit #539088033 Payroll Date: 07/17/2019		300.00	480,420.26
DEBIT	Bill Pmt -Check	07/19/2019	Intuit	8744861		145.81	480,274.45
DEBIT	Check	07/31/2019	Edward Jones	Employer Contribution 07/31/2019 ConfirmationPCGTM-4Q3D2		2,499.99	477,774.46
DEBIT	Check	07/31/2019	Edward Jones	Employer Contribution 07/31/2019 ConfirmationPCGTM-4PYQQ		143.28	477,631.18
DEBIT	Check	07/31/2019	Edward Jones	Employer Contribution 07/31/2019 ConfirmationPCGTM-4PVH8		218.53	477,412.65
DEBIT	Check	07/31/2019	US Bank Sep-IRA	Employer Contribution 07/31/2019 ConfirmationPCGTM-4QPJK		127.80	477,284.85
DEBIT	Check	07/31/2019	TD Ameritrade	Employer Contribution 07/31/2019 ConfirmationPCGTM-4QJVN		332.90	476,951.95
DEBIT	Check	07/31/2019	Edward Jones	Employer Contribution 07/31/2019 ConfirmationPCGTM-4Q7SL		181.62	476,770.33
DEBIT	Check	07/31/2019	Edward Jones	Employer Contribution 07/31/2019 ConfirmationPCGTM-4NRW5		146.06	476,624.27
DEBIT	Check	07/31/2019	Edward Jones	Employer Contribution 07/31/2019 ConfirmationPCGTM-4POLR		116.24	476,508.03
DEBIT	Check	07/31/2019	Edward Jones	Employer Contribution 07/31/2019 ConfirmationPCGTM-4QFXX		163.92	476,344.11
DEBIT	Check	07/31/2019	Edward Jones	Employer Contribution 07/31/2019 ConfirmationPCGTM-4QFXX		277.20	476,066.91
PAY 7/17	General Journal	07/17/2019		Rec 07/17/2019 payroll		16,607.74	459,459.17
CP 7/11/19	General Journal	07/11/2019		Transfer to Capital Projects for payment to EMC invoice#91009-1892 for PW3...		890.00	458,568.17
CP 7/11/19	General Journal	07/11/2019		Transfer to Capital Projects for payment to Kerr's Ace invoices. 459296 & 459...		211.83	458,357.34
DEBT JUL 19	General Journal	07/03/2019		Transfer to Debt Service Fund for Travelift Payment		4,659.00	453,698.34
DEBT JUL 19	General Journal	07/03/2019		Transfer to Debt Service Fund for Fork Lift Payment		1,464.71	452,233.63
PAY 7/3/19	General Journal	07/03/2019		Rec 07/03/2019 payroll		16,180.89	436,052.74
PAY 7/3/19	General Journal	07/03/2019		Rec 07/03/2019 payroll		16,380.74	419,672.00
TAX 7/3/19	General Journal	07/03/2019		Rec 07/03/2019 payroll		6,929.29	412,742.71
TAX 7/3/19	General Journal	07/03/2019		Rec 07/03/2019 payroll		6,684.51	406,058.20
TAX 7/3/19	General Journal	07/03/2019		Rec 07/31/2019 payroll		6,751.67	399,306.53
USCG - 7/19	General Journal	07/23/2019		JULY 2019 LEASE Pmt	923.24		400,229.77
9242	Bill Pmt -Check	07/01/2019	Stadelman Electric...	Sewer Alarm -7/1/2019- Vendor Balance Forward		565.65	399,664.12
9266	Check	07/01/2019	Mathews, Dave	CREDIT MEMO #20180502 DATED 10/23/2018-Customer Balance Forward		40.00	399,624.12
9267	Check	07/27/2019	Julian, Ethan	Year End Clean up of outstanding Customer Credits - Refund Check Issued		127.79	399,496.33

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9277	Bill Pmt -Check	07/01/2019	Gowman Electric, I...	Electrical Repairs		170.00	399,326.33
9282	Bill Pmt -Check	07/01/2019	ORRCO	7/1/19 VENDOR Balance Forward - Removal of all spent & used Oils		150.00	399,176.33
9283	Bill Pmt -Check	07/01/2019	Quil Corporation	ACCT#1932158 Office Supplies		721.45	398,454.88
9289	Check	07/01/2019	Kathy's Corner Mar...	CL0015 - Refund of Security Deposit to Scott Mathew		666.75	397,788.13
9291	Bill Pmt -Check	07/01/2019	CAL/OR Insurance	VENDOR Balance Forward 7/1/2019-Crum & Forster Policy#STP-118254-Tan...		1,415.60	396,372.53
9293	Bill Pmt -Check	07/01/2019	Carson	CUSTOMER # 7611262 FUEL PURCHASES		18,151.72	378,220.81
9294	Bill Pmt -Check	07/01/2019	Rock Island Design	VENDOR Balance Forward - Port Apparel for Staff 6/24/2019		3,440.74	374,780.07
9296	Bill Pmt -Check	07/01/2019	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		183.20	374,596.87
9297	Bill Pmt -Check	07/01/2019	Fastenal Industrial	Customer No. ORBRK0013 Toiletries & Supplies		415.06	374,181.81
9298	Bill Pmt -Check	07/01/2019	Full Spectrum Land	VENDOR Balance Forward - MAY 2019 LANDSCAPING		1,866.00	372,315.81
9299	Bill Pmt -Check	07/01/2019	Gold Beach Lumbe	Account #776		9.48	372,306.33
9300	Bill Pmt -Check	07/01/2019	John Kellum/John's	VENDOR Balance Forward - PILING HOOPS - FABRICATION		262.50	372,043.83
9302	Bill Pmt -Check	07/01/2019	NorthCoast Health	VENDOR Balance Forward -6-PANEL + ALCOHOL URINE DRUG SCREEN		90.00	371,953.83
9304	Bill Pmt -Check	07/01/2019	Spec Dist Assoc of	Policy#31P16414-203 Customer ID: 01-16414 - 2019 PROPERTY & CASUA...		6,308.50	365,645.33
9305	Bill Pmt -Check	07/01/2019	Pape Material Hand...	Customer No. 1070715		879.95	364,765.38
9307	Bill Pmt -Check	07/01/2019	Fastenal Industrial	Customer No ORBRK0013 Toiletries & Supplies		1,754.30	363,011.08
9308	Check	07/10/2019	Petty Cash			300.00	362,711.08
9309	Check	07/10/2019	Shawn Hall	Reimbursement for Work Boots for Shawn Hall		129.95	362,581.13
9310	Check	07/10/2019	Cameron King	Reimbursement for Work Boots for Cameron King		164.95	362,416.18
9312	Bill Pmt -Check	07/10/2019	Wilcox, Craig	Credit for Electrical Pedestal Repair made on July 5, 2019 by Customer.		80.00	362,336.18
9313	Bill Pmt -Check	07/10/2019	The Roofers, LLC	Roof repair: Kitefield Restroom, Pacific Ocean Harvesters, Launch Ramp Res...		29,509.14	332,827.04
9314	Bill Pmt -Check	07/10/2019	Desi's Tree Trimming	Labor to remove vegetation on Basin II slopes.		1,500.00	331,327.04
9315	Bill Pmt -Check	07/10/2019	Coos-Curry Electric.	ACCT # 67601		6,930.10	324,396.94
9316	Bill Pmt -Check	07/10/2019	Harbor Sanitary Dis.	JUNE 2019 Sanitary Bill		4,455.96	319,940.98
9317	Bill Pmt -Check	07/11/2019	Harbor Water Distr	5/20 - 6/20 SERVICEWATER BILL		1,527.06	318,413.92
9318	Bill Pmt -Check	07/11/2019	Spec Dist Assoc of	Policy#31P16414-203 Customer ID: 01-16414 - 2019 PROPERTY & CASUA...		6,417.50	311,996.42
9319	Bill Pmt -Check	07/12/2019	EMC-Engineers/Sci			3,710.00	308,286.42
9320	Bill Pmt -Check	07/12/2019	BI-MART	Account #931481 Water & Supplies		44.05	308,242.37
9321	Bill Pmt -Check	07/12/2019	Black Rice & Luna	June 2019 Legal Assistance	0.00	988.00	307,254.37
9322	Bill Pmt -Check	07/12/2019	Country Media, Inc.	VOID: ACCT# 816180		272.41	306,981.96
9323	Bill Pmt -Check	07/12/2019	Curry Equipment	Sharpen chainsaw blades & Weed eater repair		8,344.91	298,637.05
9324	Bill Pmt -Check	07/12/2019	Curry Transfer & R...	Account #2040-24-001 Waste Removal BILLING PERIOD 06/01/2019-06/3...		58.90	298,580.15
9325	Bill Pmt -Check	07/12/2019	Del-Cur Supply Co...	Hose for sprinklers and pressure washer in Boatyard & hangers for waterline L...		1,382.50	297,197.65
9326	Bill Pmt -Check	07/12/2019	Engineering Tech	CAD Drawings from Field Data per EMC. Pre-Engineering Data for FEMA DR...		1,724.40	295,473.25
9327	Bill Pmt -Check	07/12/2019	Fastenal Industrial	Customer No ORBRK0013 Toiletries & Supplies		280.41	295,192.84
9328	Bill Pmt -Check	07/12/2019	Ferguson Enterpris	Customer #1120898 Toilet, Waxing & Supply line & Tank for Boatyard Restroom		91.95	295,100.89
9329	Bill Pmt -Check	07/12/2019	Gold Beach Lumbe...	Account #776 Hardware Supplies		1,028.75	294,072.14
9330	Bill Pmt -Check	07/12/2019	Gowman Electric, I...	Electrical Repairs per Contract		580.08	293,492.06
9331	Bill Pmt -Check	07/12/2019	Kerr's Ace Hardwar	Customer#56 Hardware Supplies		35.94	293,456.12
9332	Bill Pmt -Check	07/12/2019	NAPA Auto Part	ACCT#60285 Vehicle/Equip Maint. & Supplies		184.65	293,271.47
9333	Bill Pmt -Check	07/12/2019	Northwest Parking	Supplies for Boat Launch Kiosk - Rolls receipt stock		52.11	293,219.36
9334	Bill Pmt -Check	07/12/2019	O'Reilly Auto Parts	Account#2608586 Automotive Supplies		459.50	292,759.86
9335	Bill Pmt -Check	07/12/2019	Pape Material Hand...	Repair Platform/Ground Control Box		218.86	292,541.00
9336	Bill Pmt -Check	07/12/2019	Quil Corporation	ACCT#1932158 Office Supplies		1,454.00	291,087.00
9337	Bill Pmt -Check	07/12/2019	Roto Rooter	2940-522445-001		4,081.00	287,006.00
9338	Bill Pmt -Check	07/12/2019	South Coast Knight...	Security Patrol for June 2019		7,781.34	279,224.66
9339	Bill Pmt -Check	07/12/2019	Spec Dist Assoc of	Customer # 03-0016414 - HEALTHCARE PREMIUM		1,121.45	278,103.21
9340	Bill Pmt -Check	07/12/2019	Xerox Capital Servi...	Copier Leases and Maintenance		1,158.27	276,944.94
9341	Check	07/25/2019	Country Media, Inc.	ACCT# 816180 Curry Coastal Pilot Notices for June 219	0.00	5,053.47	271,891.47
9342	Check	07/25/2019	Rogue Credit Union	VOID: ACCT #306-89 CREDIT CARD#8593		1,733.00	270,158.47
9343	Bill Pmt -Check	07/25/2019	Rogue Credit Union	ACCT #306-89 CREDIT CARD#8593 Statement Period: 06/24/19-07/23/19		23.90	270,134.57
9344	Bill Pmt -Check	07/25/2019	Rogue Clay & Associ...	Architectural Services to date RV Park Reconstruction Project		6.17	270,128.40
9345	Bill Pmt -Check	07/25/2019	BI-MART	Safety Glasses		3,965.71	266,162.69
9346	Bill Pmt -Check	07/25/2019	Freeman Rock, Inc.	Account #931481 Water & Supplies		975.00	265,187.69
9347	Bill Pmt -Check	07/25/2019	John Kellum/John's	DRAIN ROCK for frontage along Lower Harbor Road			

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9348	Bill Pmt -Check	07/25/2019	Kendrick Equipmen			5,509.98	259,677.71
9349	Bill Pmt -Check	07/25/2019	Pump Pipe & Tank	General maintenance and filler change - Fuel Dock Pumps		944.36	258,733.35
9350	Bill Pmt -Check	07/25/2019	Spec Dist Assoc of	Policy#31P16414-203 Customer ID: 01-16414 - 2019 PROPERTY & CASUA		6,308.50	252,424.85
9351	Bill Pmt -Check	07/25/2019	Umpqua Valley Fire	7/16/2019-EXT Inspection & Service		240.00	252,184.85
9352	Check	07/25/2019	Crow/Clay & Associ	VOID:	0.00		252,184.85
9353	Check	07/25/2019	Del-Cur Supply Co.	VOID:	0.00		252,184.85
9354	Check	07/25/2019	BI-MART	VOID: Account #931481 Water & Supplies	0.00		252,184.85
9355	Check	07/25/2019	Freeman Rock, Inc.	VOID:	0.00		252,184.85
9356	Check	07/25/2019	John Kellum/John's	VOID:	0.00		252,184.85
9357	Check	07/25/2019	Kendrick Equipment	VOID:	0.00		252,184.85
9358	Check	07/25/2019	Pump Pipe & Tank	VOID:	0.00		252,184.85
9359	Check	07/25/2019	Spec Dist Assoc of	VOID: Policy#31P16414-203 Customer ID: 01-16414 - 2019 PROPERTY & C.	0.00		252,184.85
9360	Check	07/25/2019	Umpqua Valley Fire	VOID:	0.00		252,184.85
9361	Bill Pmt -Check	07/25/2019	Curry Equipment	Account# 1052 Equip Repair & Maint. Supplies	157.64		252,027.21
9362	Bill Pmt -Check	07/25/2019	Fastenal Industrial	Customer No ORBRK0013 Toiletries & Supplies	315.95		251,711.26
9363	Bill Pmt -Check	07/25/2019	Holly's Handyman,	7/8/19-7/18/19 - Trapping Raccoon	450.00		251,261.26
9364	Bill Pmt -Check	07/25/2019	Spec Dist Assoc of	Cust #02-0016414	15,447.61		235,813.65
9365	Bill Pmt -Check	07/25/2019	Budge-McLugh Su	Landscaping Fabric for rock underlayment for frontage of Lower Harbor Road	1,325.00		234,488.65
9366	Bill Pmt -Check	07/25/2019	EMC-Engineers/Sci.	Conduct & Provide Data on Bathymetric Survey of Basins 1&2 for dredging	2,080.00		232,408.65
9367	Bill Pmt -Check	07/25/2019	Gold Beach Lumbe	Account #776	166.86		232,241.79
9368	Bill Pmt -Check	07/25/2019	Pape Material Hand	Customer No. 1070715	1,304.26		230,937.53
9369	Bill Pmt -Check	07/25/2019	Gowman Electric, I	Electrical Repairs	2,200.00		228,737.53
9370	Bill Pmt -Check	07/25/2019	Oregon Department.	2019 Manuals for Public Contracts and Public Records & Meetings	90.00		228,647.53
9371	Bill Pmt -Check	07/25/2019	Kerr's Ace Hardwar	Customer#56 Hardware Supplies	2,708.64		225,938.89
9372	Bill Pmt -Check	07/25/2019	C Bar C Truck Sales	70 SR Tandem Axle Single Ram Dump Trailer	4,600.00		221,338.89
9373	Check	07/25/2019	Rogue Credit Union	ACCT #306-89 CREDIT CARD#8593	5,000.00		216,338.89
9380	Bill Pmt -Check	07/25/2019	Oregon Department.	VOID: 2019 Manuals for Public Contracts and Public Records & Meetings	0.00		216,338.89
Total 10103 - General Funds Ckg Umpqua 3634					412,967.20	356,044.15	216,338.89
40103 - Capital Projects Umpqua 8018							
Deposit							10,578.95
CP 7/1/19	General Journal	07/11/2019		USCG July Lease Pmt Deposit	923.24		11,502.19
CP 7/1/19	General Journal	07/11/2019		Transfer to Capital Projects for payment to EMC invoice#91009-1892 for PW3	890.00		12,392.19
USCG - 7/19	General Journal	07/23/2019		Transfer to Capital Projects for payment to Kerr's Ace invoices. 459296 & 459	211.83		12,604.02
239	Bill Pmt -Check	07/12/2019		JULY 2019 LEASE Pmt		923.24	11,680.78
240	Bill Pmt -Check	07/12/2019		Customer#56 Hardware Supplies		211.83	11,468.95
Total 40103 - Capital Projects Umpqua 8018					2,025.07	2,025.07	10,578.95
103 - CHECKING - Other							0.00
DEBIT						5.64	-5.64
Total 103 - CHECKING - Other					0.00	5.64	-5.64
Total 103 - CHECKING					414,992.27	358,074.86	226,912.20
104 - MONEY MARKET							5,015.08
20104 - USDA BOND Umpqua MM 9529							2,511.43
Deposit					0.32		2,511.75
Total 20104 - USDA BOND Umpqua MM 9529					0.32	0.00	2,511.75

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30104	Debt Service Umpqua MM 8627						
DEBIT	Check	07/15/2019	Umpqua Bank/Loa...	Genie Reach Forklift Loan#747041620 Payment #17		1,464.71	2,503.65
DEBIT	Check	07/22/2019	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #33 - 50 BFMil Travelift		4,659.00	1,038.94
DEBT JUL 19	General Journal	07/03/2019		Transfer to Debt Service Fund for Travelift Payment	4,659.00		-3,620.06
DEBT JUL 19	General Journal	07/03/2019		Transfer to Debt Service Fund for Fork Lift Payment	1,464.71		1,038.94
Total 30104	Debt Service Umpqua MM 8627				6,123.71	6,123.71	2,503.65
Total 104	MONEY MARKET				6,124.03	6,123.71	5,015.40
105	LGIP						
10105	General Fund LGIP 6017						
DEBIT	Deposit	07/31/2019		Deposit - INTEREST JULY 2019			268,710.02
IFA JULY 19	Check	07/01/2019		LGIP Fees for June 2019	180.38		119,729.32
RES JUL 19	General Journal	07/03/2019		Transfer to IFA Debt Service for 3rd Qtr 2019 Pmt		0.55	119,909.70
USDA JUL 19	General Journal	07/03/2019		Transfer to Reserve Fund		24,168.00	119,909.15
Total 10105	General Fund LGIP 6017			To transfer to USDA Revenue Bond Fund for November 2019 Payment	180.38	10,843.00	85,324.15
20105	USDA Bond Fund LGIP 6021						74,481.15
USDA JUL 19	Deposit	07/31/2019		Deposit - INTEREST JULY 2019			97,386.24
Total 20105	USDA Bond Fund LGIP 6021			To transfer to USDA Revenue Bond Fund for November 2019 Payment	251.15		97,637.39
30105	IFA Debt Service Fund LGIP 6020						108,480.39
IFA JULY 19	General Journal	07/03/2019		Deposit - INTEREST JULY 2019		0.00	18,502.14
Total 30105	IFA Debt Service Fund LGIP 6020			Transfer to IFA Debt Service for 3rd Qtr 2019 Pmt	11,094.15		18,598.16
50105	Reserve Fund LGIP 6018						42,766.16
RES JUL 19	General Journal	07/03/2019		Deposit - INTEREST JULY 2019		0.00	42,766.16
Total 50105	Reserve Fund LGIP 6018			Transfer to Reserve Fund	24,264.02		42,766.16
Total 105	LGIP				46,055.60	45,428.55	269,337.07
TOTAL					467,471.90	409,759.12	501,763.38

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GENERAL MANAGER MONTHLY REPORT

Date: August 20, 2019
Period: July 2019
To: Honorable Board President and Harbor District Board Members
Issued By: Gary Dehlinger, General Manager

Safety & Security

Port of Brookings Harbor safety performance recorded one recordable injury for July. Injury occurred when employee was ringing out a mop and was punctured by a needle. Employee was treated at the clinic and released. Additional training was conducted with all employees on bloodborne pathogens and best practices on cleaning procedures.

South Coast Knight Security and Port recorded 64 parking violations, 14 no camping, 10 unauthorized visitors, 2 illegal fireworks, 1 trash can fire and 1 maintenance reports on Port properties. July Security Log attached for your review.

Port recorded 8 incidents in July. YAQUNIA dredge rubbed against Bornstein receiving dock hoist again causing more damage to the hoist. The hoist was repaired and expenses sent to USACE. USACE wants to look at modifying the bumper or changing procedure to avoid damaging the hoist next year. July Incident Log attached for your review.

Port Office

Completed annual employee performance reviews.

Continue meeting with event organizers to review their plans and making sure the Port and organizers know what is happening and all notifications were met.

Met with Special District Insurance Services (SDIS) to conduct a survey of all Port owned buildings for underwriting. SDIS conducts these surveys every 5-years to monitor conditions.

Met with United States Department of Agriculture (USDA) to conduct a Compliance Review/Security Inspection. USDA conducts surveys every 5-years to make sure the Port is in compliance with the USDA Loan requirements. The loan was for rebuilding Basin 1 docks in 2001 for \$2 million.

OSMB Maintenance Assistance Program (MAP) Grant was completed and approved for Fiscal Year 2019/2020. This grant is for \$4,825 to assist the Port maintaining OSMB facilities.

Continue working with John Shaw from Westport South Beach Historical Society, Westport Maritime Museum on removing the Coast Guard vessel from the Boat Yard.

Continue working with Crow/Clay Associates on the RV Park conceptual drawings.

Letter mailed to all moorage holders and tenants of the Port for notification of Department of Environmental Quality (DEQ) regulations and to be informed of Port Ordinances.

Crescent City Harbor Harbormaster introduced their new Deputy Harbormaster to Port Staff and we gave a tour of our Port and operations. We also shared ideas and procedures from both ports.

Met with Curry County Commissioner Sue Gold and staff reviewing new County Lodging Tax and ideas to help improve the Port's tourism. Also review Port infrastructure status and update on FEMA disaster relief.

Met with Curry County Commissioner Court Boice reviewing Port infrastructure status and update on FEMA disaster relief.

DEQ conducted an industrial wastewater site inspection of Port operations. Areas of concern was the Port's fish station, receiving docks, gear storage, boat yard, recreational boat wash and tenant operations on Port grounds. Boat wash requires a DEQ 1700-A permit and suggested to rename the boat wash to boat rinse. The word wash might imply using soap or other chemicals. Absolutely no chemicals are allowed at the boat rinse. Sign was changed and Port is working on the permit.

Met with Curry Soil and Water Conservation District regarding weed abatement in Curry County. Their project is to reduce State Listed Noxious Weeds throughout Curry County and they wanted permission to come onto Port property for some abatement work. Completed Cooperative Project Agreement at no cost to the Port. They will notify the Port Staff prior to entering Port property.

Late July, DEQ provided comments to Port's Stormwater Pollution Control Plan. Comments under review by Port and Aquarius Environmental. Port has 30-days to respond.

Attend Oregon Public Ports Association (OPPA) meeting via phone conference. Business meeting provided updates on upcoming OPPA Conference in October, Department of State Lands, Business Oregon, legislative report and Dave Harlan retirement from Business Oregon as of July 31.

Port Operations

Port received numerous complaints of no trash receptacles at the top of Basin 2 ramps. Port Staff placed 40-gallon size trash cans at each ramp for small boat trash. Large boat trash can still be placed in the boat yard trash bins.

Received security complaint at Basin 2 ramps of unauthorized individuals. Port Staff is working on installing security gates at each ramp. Hardware is being purchased (within management allowance) and hope to have gates installed by next month (August). Gates will be equipment with a punch keycode (keyless) to open.

All old washers and dryers were removed from Port property and donated to Curry Community Cares.

Material testing is being completed on main restroom-shower building and the small restroom building at the RV Park for demolition permits.

FEMA / Natural Hazard Mitigation Plan

Received bathymetric survey data between September 2017 and July 2019. Data shows the Port received between 6 to 10 times of normal sediment accumulation in this period. The average amounts between 2013 and 2017 was approximately 4,170 cubic yards. 2017 to 2019 the average was approximately 40,000 cubic yards. Survey report and more dredging information is provided under Information Item A in this meeting packet.

Met with FEMA Project Delivery Manager to review Damage Inventory List for the Feb 24, 2019 storm event. Damages on the list include Basin 2 slopes, fuel dock ramp and dredging of both basins. Project Delivery Manager is working on project descriptions for each area of claimed damage. Once the descriptions are completed, a site inspection will be conducted. The site inspection is scheduled for September 10. Port engineer Jack Akin/EMC Engineers/Scientists attended the meeting to provide additional engineering data.

Submitted Public Assistance Request for the April 6, 2019 storm event that increased the sediment accumulation in both basins. FEMA disaster relief procedures / meetings / inspections will be the same at Feb 24 disaster.

Federal Channel Dredging - USACE

YAQUINA finished dredging the federal channel area. Post survey of the channel was completed and nearly all sediment was removed from the channel way. USACE was informed high of sediment areas, but those areas were outside the channel corridor.

Other Grants

INFRA Grant released the awards on July 25. The Port did not receive the grant it was seeking. More information is provided under Information Item B in this meeting packet.

#	Date	Reported By	Issue Type	Location	Vehicle Plate	Notes
216	07/01/19	SCKS	Trespassing	Retail Parking Lot		
217	07/01/19	SCKS	Overnight Parking	RV Park	181GHV	
218	07/01/19	SCKS	No Camping	RV Park	853CEN	
219	07/01/19	SCKS	Overnight Parking	Kite Field	7VXE294	
220	07/01/19	SCKS	Overnight Parking	Kite Field	663KCP	
221	07/03/19	SCKS	Overnight Parking	Retail Parking Lot	RVE1769	
222	07/04/19	SCKS	Overnight Parking	Fishing Pier	HD10441	
223	07/04/19	SCKS	Overnight Parking	Fishing Pier	QKZ030	
224	07/04/19	SCKS	Overnight Parking	RV Park	681FXT	
225	07/04/19	SCKS	Overnight Parking	RV Park	528LJG	
226	07/04/19	POBH	Improper Parking	RV Park	5PDG441	
227	07/05/19	SCKS	Overnight Parking	RV Park	3982LM	
228	07/05/19	SCKS	Overnight Parking	RV Park	7FDL480	
229	07/05/19	SCKS	Overnight Parking	RV Park	314JXS	
230	07/05/19	SCKS	Overnight Parking	RV Park	144JJY	
231	07/05/19	SCKS	Overnight Parking	RV Park	ZUK624	
232	07/05/19	SCKS	Unauthorized Visitor	RV Park		
233	07/05/19	SCKS	Overnight Parking	RV Park	056LGX	
234	07/05/19	SCKS	Overnight Parking	RV Park	213EZW	
235	07/05/19	SCKS	Overnight Parking	RV Park	356GNQ	
236	07/05/19	SCKS	Overnight Parking	RV Park	367LEP	
237	07/05/19	SCKS	No Camping	Kite Field	2M70531	
238	07/05/19	SCKS	No Camping	Kite Field	3NFK939	
239	07/05/19	SCKS	Overnight Parking	Retail Parking Lot	CDZ7306	
240	07/05/19	SCKS	Overnight Parking	Retail Parking Lot	570CFN	
241	07/05/19	SCKS	Overnight Parking	Retail Parking Lot	LEOBBQ	
242	07/05/19	SCKS	Overnight Parking	Retail Parking Lot	635JXK	
243	07/05/19	SCKS	Overnight Parking	Retail Parking Lot	9W8338	
244	07/05/19	SCKS	No Camping	Kite Field	115GXU	
245	07/06/19	SCKS	Illegal Fireworks	RV Park		
246	07/06/19	SCKS	No Camping	Commercial Basin	155JXU	
247	07/06/19	SCKS	Overnight Parking	Commercial Basin	396HWL	
248	07/07/19	SCKS	Overnight Parking	Retail Parking Lot	HD25427	
249	07/07/19	SCKS	Overnight Parking	Retail Parking Lot	HC23076	
250	07/07/19	SCKS	Overnight Parking	Retail Parking Lot	P99JPE	
251	07/07/19	SCKS	Overnight Parking	Retail Parking Lot	969KGU	
252	07/07/19	SCKS	Overnight Parking	Retail Parking Lot	914GBR	
253	07/07/19	SCKS	Overnight Parking	Retail Parking Lot	ARJ365	
254	07/07/19	SCKS	Unauthorized Visitor	Commercial Basin		
255	07/07/19	SCKS	Overnight Parking	Commercial Basin	337GMA	
256	07/08/19	SCKS	Overnight Parking	Commercial Basin	233KVJ	
257	07/08/19	SCKS	Overnight Parking	Commercial Basin	037EPX	
258	07/08/19	SCKS	Overnight Parking	Commercial Basin	7CNU057	
259	07/10/19	SCKS	Unauthorized Visitor	Retail Parking Lot		
260	07/10/19	SCKS	Unauthorized Visitor	RV Park		
261	07/10/19	SCKS	Overnight Parking	RV Park	521KDL	

#	Date	Reported By	Issue Type	Location	Vehicle Plate	Notes
262	07/10/19	SCKS	Overnight Parking	Fishing Pier	8W53006	
263	07/10/19	SCKS	Overnight Parking	Kite Field	814LDP	
264	07/11/19	SCKS	Unauthorized Visitor	Commercial Basin		
265	07/11/19	SCKS	Overnight Parking	Commercial Basin	233KVJ	
266	07/11/19	SCKS	Overnight Parking	Commercial Basin	037EPX	
267	07/11/19	SCKS	No Camping	Commercial Basin	281BKW	
268	07/11/19	SCKS	Overnight Parking	RV Park	TB13783	
269	07/11/19	SCKS	Overnight Parking	RV Park	HC18082	
270	07/12/19	SCKS	Overnight Parking	Commercial Basin	233KVJ	
271	07/12/19	SCKS	Overnight Parking	Commercial Basin	037EPX	
272	07/12/19	SCKS	Overnight Parking	Commercial Basin	7CNU057	
273	07/12/19	SCKS	Unauthorized Visitor	Retail Parking Lot		
274	07/12/19	SCKS	No Camping	Commercial Basin	281BKW	
275	07/13/19	SCKS	Overnight Parking	Commercial Basin	233KVJ	
276	07/13/19	SCKS	Overnight Parking	Commercial Basin	037EPX	
277	07/13/19	SCKS	Overnight Parking	Commercial Basin	7CNU057	
278	07/13/19	SCKS	Overnight Parking	Commercial Basin	7Z50630	
279	07/13/19	SCKS	Overnight Parking	Commercial Basin	16427D1	
280	07/13/19	SCKS	Overnight Parking	Retail Parking Lot	YHZ069	
281	07/15/19	SCKS	Overnight Parking	Commercial Basin	8KYY647	
282	07/16/19	SCKS	Trash Can Fire	RV Park		
283	07/17/19	SCKS	No Camping	Commercial Basin	316LHT	
284	07/17/19	SCKS	Overnight Parking	Retail Parking Lot	8CQM372	
285	07/19/19	SCKS	Overnight Parking	Retail Parking Lot	ZML712	
286	07/19/19	SCKS	Overnight Parking	Retail Parking Lot	983HTY	
287	07/19/19	SCKS	Overnight Parking	Retail Parking Lot	HD27692	
288	07/19/19	SCKS	Overnight Parking	Retail Parking Lot	347JDU	
289	07/19/19	SCKS	Overnight Parking	Retail Parking Lot	KRG4237	
290	07/20/19	SCKS	No Camping	Retail Parking Lot	KRG4237	
291	07/20/19	SCKS	Unauthorized Visitor	RV Park		
292	07/20/19	SCKS	No Fireworks	RV Park		
293	07/23/19	SCKS	No Camping	Kite Field	SBU104	
294	07/23/19	SCKS	No Camping	Commercial Basin	706JKW	
295	07/23/19	SCKS	Water Leak	Commercial Basin		
296	07/23/19	SCKS	Overnight Parking	Commercial Basin	BNM6469	
297	07/23/19	SCKS	Unauthorized Visitor	RV Park		
298	07/23/19	SCKS	Unauthorized Visitor	RV Park		
299	07/29/19	SCKS	Overnight Parking	Commercial Basin	HD30259	
300	07/29/19	SCKS	Overnight Parking	Retail Parking Lot	CXL378	
301	07/30/19	SCKS	No Camping	Retail Parking Lot	HD2585	
302	07/30/19	SCKS	No Camping	Retail Parking Lot	8E74039	
303	07/30/19	SCKS	No Camping	Retail Parking Lot	24287RC	
304	07/31/19	SCKS	Overnight Parking	Commercial Basin	997KGU	
305	07/31/19	SCKS	Overnight Parking	Commercial Basin	6GXR911	
306	07/31/19	SCKS	Overnight Parking	Commercial Basin	588ED	
307	07/31/19	SCKS	Overnight Parking	Commercial Basin	046JYY	

**JULY 2019
INCIDENT LOG**

#	Date	Description of Incident	Location	Corrective Actions
52	07/01/19	Bicycles stoen from Site 67	RV Park	Report filed with Sheriff
53	07/04/19	Unregistered & unauthorized camping	RV Park, Site 97	Documented. Driver was asked to vacate site.
54	07/05/19	Electric Repair	B2, Slip H-7	Repaired by Gowman Electric
55	07/08/19	Report of USACE Yaquina striking the hoist at Bornstein's steel wall	16277 Harbor Drive Steel Wall Receiving Dock (Bornstein)	Notified USACE of damage. Parts on order with Pape for repair.
56	07/08/19	2 coolers stolen from 2 sites	RV Park	Advised guests to lock up belongings
57	07/09/19	Report of RV leaking possible grey water	Port Parking Lot	Contacted owner, water heater is leaking fresh (not grey) water
58	07/13/19	Bike stolen	RV Park, Site 38	Advised guest to file report with Sheriff department
59	07/17/19	Woman taking cans from RV Park	RV Park	OR Plate SNE780 - will monitor



HARBORMASTER MONTHLY REPORT

Date: Aug 20th, 2019
Period: July 2019
To: Gary Dehlinger, General Manager
Issued By: Travis Webster, Harbormaster

Operations

- RV Park**

Staff continues to maintain landscape RV spots as spaces become available. Work orders were made for small fence repairs and spigot replacements. Large Bathroom at park remains closed. 3 portable restrooms have been placed by restrooms for the summer months. Port also had a demolition material survey done on both bathrooms at the RV park. 4th of July and The Southern Oregon Kite Festival events were a success with no major problems reported.

Occupancy by Month & Year

July	2018	2019	Change	YTD 2018	YTD 2019	Change
RV Park	82.69%	61.32%	-21.37%	30.92%	25.34%	- 5.58%

- Marina**

Basin 1 – Warning tags continue to be issued throughout the basin for dock violations. No problems have been seen or reported with our new pilings system. It continues to operate as it should. Reminder that any in water work to your vessel must be approved by Harbormaster. No sanding, painting, filleting, use of bleach or chemicals. Per Port Ordinance, Part IV, Specific Rules and Regulations, 4.13, 4.19, 4.24 & 4.31.

Basin 2 -Port employees continue to issue warning tags on dock violations in basin 2. Reminder for all moorage holders that your vessel must be kept in seaworthy condition. If your vessel is inoperable you are required to notify the Port. After notification that your vessel is inoperable the Port may give you up to 30 days to make repairs. If the vessel is not repaired, it may be subjected to being removed from the water. Per Port Ordinance, Part IV, Specific Rules and Regulations, 4.10.

Max Capacity – 512 slips		Slips Closed – 14 slips		Available Slips – 498 slips	
Basin 2 239 slips	Water and Power Available	Basin 1 273 slips	With Power Available	Without Power Available	
	6 – 24' slips 1 – side tie (up to 50ft) Pending...		1 -40' slips 4 – 30' slips	7– 40' slips 5 – 30' slips 85 slips under 22'	

Moorage Renewals by Month				Total Moorage Rentals		
June	2018	2019	Change	YTD 2018	YTD 2019	Change
Recreational	27	60	33	246	334	88
Commercial	6	9	3			

Transient	25	10	-15	66	80	14
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Boat Launches Paid through Launch Machine

Boat Launch		794				
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- Gear & Boat/Trailer Storage**

Weekly inventory of all gear storage, boat storage and trailer storage. We will be pricing and laying out new boat trailer and storage areas and hope to have them up in the coming months.

Commercial Receiving Docks

Port staff will be doing work in and around all catch basins that receives water that is then discharged back into the basins. We will be cleaning them to and prepping the areas so that safe water sampling can be done. All docks continue to be monitored and inspected for repairs or defects.

Boat Yard

Annual maintenance was completed on the Travel Lift. All parts and connections were inspected by Travel Lift dealer, Kendrick Equipment.

Marine Surveyors were on site to complete crane inspections on all Port owned and leased dock hoists. Our Travel Lift was all inspected by Marine Surveyors and received good condition remarks.

Travel Lift work included 15 boats with various types of maintenance work.

Forklift work included 1 jobs for the commercial fleet.

Billable Services Performed this Month and Boat Yard Inventory

Description	Hours	Quantity	Working	Abandon
Reachlift (Forklift)	1	1		
Travel Lift Haul Ins-Outs		15		
Vessels in Boat Yard			16	7

- Maintenance Crew**

Maintenance crew completed 45 work orders. Please see attached log for descriptions.

Staff has cleared all brush and trees in Basin 2, besides half of the boatyard slope. Port now can, do routine maintenance and keep vegetation cut low.

Pacific Ocean Harvesters, boat launch bathroom, and Kite field bathroom roofs are completed.

Staff has completed painting fascia. Staff has now started pressure washing, caulking, and painting retail buildings.

Abandoned Boats

- | | |
|--------------------------------|---------------------------------|
| 1. Sweet Genevieve | 6. Gypsy Lee |
| 2. Katish | 7. Stella |
| 3. 4 play | 8. CF 3862 GH (DEMO) |
| 4. Shelliagh, OR 578ABV (Sold) | 9. Kanygo 289938 |
| 5. No-Yo | |

WORK ORDERS LOG
Port Of Brookings Harbor
July 2019

Date	Location	Description of Work	Corrective Action	Date Completed	Completed By
6/17/19	Basin 2, several slips	Check if slips are vacant or occupied	All vessels have checked out	7/1/19	Brent
6/28/19	Basin 2, J Dock	Check lightbulbs on pedestals	Called Gowman to check all	7/1/19	Travis
6/11/19	RV Park	Needs lawn maintenance around and in sites	Mowed and weedwhacked	7/2/19	Shawn, Sean, Cameron & Marian
7/2/19	RV Park	Needs more bundels of wood	Took over more wood	7/2/19	Shawn
7/2/19	RV Park	Needs more firepits from storage	Took over 10 more firepits	7/2/19	Shawn
7/2/19	Secured Storage - Seal Cove / Commercial Area	Remove abandoned trailer	Moved to receptacle	7/2/19	Brent
7/3/19	RV Park, Site 23	Hose bib is stripped	Replaced bib	7/3/19	Shawn
7/2/19	RV Park	Need cones for July 4th parking control	Took 25 cones to RV Park Office	7/3/19	Shawn & Cameron
7/3/19	Fuel Dock	Change price to 2.69	Price changed	7/3/19	Sean
7/5/19	Basin 1, several slips	Check if slips are vacant or occupied	All vessels have checked out	7/3/19	Shawn
7/8/19	Basin 1, several slips	Check if slips are vacant or occupied	All vessels have checked out	7/5/19	Shawn
7/3/19	Basin 1, C 4	Missing cleat	Installed 2 new cleats	7/5/19	Shawn & Cameron
7/5/19	Basin 2, H 7	Electric issues at pedestal	Done	7/5/19	Shawn
7/5/19	Basin 1, C 18	10-15 ft tree branch on dock	Removed branch	7/5/19	Shawn & Cameron
7/8/19	Basin 1 & 2, several slips	Check if slips are vacant or occupied	All vessels have checked out	7/8/19	Danielle
7/9/19	Basin 2, H 7	Light on pedestal is blown	Called Gowman to check all lights on pedestals	7/8/19	Travis
7/8/19	Basin 1, D 21	Tow vessel to B1, C25 *tow paid for by vessel owner*	Moved vessel	7/9/19	Travis & Brent
6/1/19	Basin 1, E F G docks	Move waterline to new location	Parts ordered, gathering materials	7/9/19	Brent
7/9/19	Basin 1, several slips	Check if slips are vacant or occupied	All vessels have checked out	7/11/19	Danielle
7/8/19	RV Park, Site 30	Fence support block is missing	Replaced block	7/13/19	Shawn
7/8/19	Basin 1, D 29	Missing cleat	Installed new cleat	7/13/19	Shawn
7/15/19	Basin 1 & 2, several slips	Check if slips are vacant or occupied	All vessels have checked out	7/15/19	Danielle
7/17/19	Basin 2, P Dock at Main	Water Leak	Repaired leak	7/17/19	Shawn & Cameron
7/15/19	Basin 2, N 3	Missing cleat/cleat in wrong location	Installed new cleat/moved cleats	7/17/19	Shawn
7/16/19	RV Park	Barricades and Parking cones needed for Kite Festival Weekend	Took barricades and cones to Park	7/17/19	Shawn & Cameron
7/15/19	RV Park, Site 12	Bench on picnic table is broken	Replaced table	7/17/19	Shawn & Cameron
7/3/19	Basin 2, E 10	Dock concrete is crumbling	Replaced dock finger	7/18/19	Sean, Sean & Cameron
7/18/19	Kite Field	Hole in field	Added fill and compacted hole	7/18/19	Brent
7/16/19	Basin 2, E 10	Main rail is split and rotten	Towed boat out of slip, replaced wood and returned boat	7/19/19	Sean, Sean & Cameron
7/19/19	Slugs N Stones	Has new sign for Port Entry Post	Hung Sign for her	7/21/19	Brent
7/22/19	Whales Tail Candy	Front door latch not working	Replaced striker in handle	7/22/19	Brent
7/22/19	RV Park	Change WiFi password	Password changed	7/23/19	Sean
7/23/19	RV Park, Site 79	Sewer cap issue; RV Extension was left in receptacle	Removed the RV extension and reattached sewer cap	7/23/19	Brent
7/23/19	Basin 2, P Dock at Main	Major water leak	Spliced then replaced damaged portion of supply line	7/23/19	Brent
7/23/19	Retail Entrances	Erect frames to hold retail signs	Completed all 3 frames	7/23/19	Travis & Brent
7/24/19	Basin 1, several slips	Check if slips are vacant or occupied	All vessels have checked out	7/24/19	Danielle
7/29/19	RV Park, Site 40	Guest broke the water faucet off while moving picnic table	Line cut, replumbed / repaired, and water is back on	7/29/19	Brent
7/29/19	Basin 1, A 11	Slip is occupied - should be vacant	Contacted vessel owner to move into correctly moored slip A 13	7/29/19	Dianna
7/29/19	Basin 1 & 2, several slips	Check if slips are vacant or occupied	All vessels have checked out	7/29/19	Travis
7/30/19	FV: Bounty and Dream Boat	Move Bounty to C 36 Move Deam Boat to C 34	Moved both vessels	7/30/19	Travis & Brent
7/29/19	RV Park	Need more firewood	Moved more firewood into shed	7/30/19	Brent
7/29/19	Boardwalk Area	Screws sticking out in front of bathroom area	Tightened screws, completed	7/30/19	Travis
7/22/19	Basin 1, A 29	Swim deck is hitting dock, backed in. Bilge pumps keep turning on.	Tied boat away from dock. Boat is dry, no apparent water intrusion.	7/30/19	Brent
7/30/19	Restroom in Comm. Basin	Fecal matter everywhere	Washed	7/31/19	Shawn
7/31/19	Restroom in Comm. Basin	Mens shower non-functional	Coin accepter malfunctioning, fixed both of them.	7/31/19	Brent

ACTION ITEM - A

DATE: August 20, 2019
RE: Cat Houses on Port Property
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Board of Commissioners requested a 90-day notice be given to the owners of the cat houses to remove them from Port property during the July 16, 2019 regular meeting.
- Notice was given to the caretaker of the cat houses near the Boat Yard and Ice House. Notices were placed on the cat houses at the Fishing Pier and jetty area.
- Food left for the cats have increased the population of raccoons and other vermin which the Port has spent resources to control.
- Port Office has no record of Board approval for the existing cat houses to be on Port property or along the jetty areas.
- Cats are neutered and given shots then replaced at the Port. For more information on trap-neuter-return process, see attached Wikipedia, trap-neuter-return (TNR) information on feral cats.
- If cat houses remain on Port property, feeding should be done indoors or protected from other wildlife. Cat house should be relocated away from public access areas.

DOCUMENTS

- Letter Dated August 11, 2019 from Jan Henault, 3 pages
- Cat House Locations, 1 page
- Wikipedia TNR Feral Cats Information, 21 pages
- ODFW Living with Wildlife Raccoons, 1 page
- ODFW Living with Wildlife Birds, 2 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
If cat houses remain on Port property, cat houses should be relocated away from public areas. Feeding should be indoors or protected to prevent vermin from increasing and becoming a greater nuisance or possible health hazard.

August 11, 2019

TO: Commissioners of the Port of Brookings-Harbor
FM: Jan Henault, Port Feral Cat Caretaker

RE: Feral Cat Colonies at the Port of Brookings-Harbor

Attached to this letter is a report to you regarding the history and status of the feral cat colonies at the Port of Brookings-Harbor (the Port). Attachments mentioned in this report will be available to you at the next meeting of the Commissioners of the Port of Brookings-Harbor on August 20, 2019.

There are currently three colonies: the South Jetty, Clara's Colony near the boat yard on Boat Basin Road, and the Ice House Cats.

There is a core of 5 volunteers that feed daily and monitor the colonies for health and safety. These volunteers are: Mike and Bernice Smith, Heather Porter, Suzie _____, and me.

We will be at your next monthly meeting of the Port. I'm to be on the agenda to make a few further comments and to answer any questions you may have. Others will be attending and will answer any of your questions as well.

The controlled maintenance of these colonies has a long history of nearly 20 years during which the Port and the cats have shared the benefits of this effort. It has been a long and enduring partnership between the Port and the volunteers. It's our hope that this partnership will continue until the three colonies have lived out their natural lives.

I look forward to meeting you and speaking with you at the meeting.

Jan Henault
5889 Sunset Strip #55
Brookings, OR 97415
541-469-6305

cc: Gary Dehlinger, Port Manager

41 A

AUGUST 2019

REPORT TO THE BROOKINGS-HARBOR
BOARD OF COMMISSIONERS
FERAL CAT COLONIES AT THE PORT

August 2019

The purpose of TNR (Trap Neuter Release) is to humanely maintain and control the population of homeless cats. Cats without caretakers are never candidates for TNR. When a caretaker commits to this kind of effort, the commitment is from day one until the colony lives out its natural life. It's a full commitment of daily feeding, cleaning, maintaining infrastructure, and ensuring the cats are safe and humanely taken care of. When cats get sick or are injured, we try to trap them to have them humanely treated or euthanized. Because this is a program of controlled maintenance, new cats are not allowed to stay in the colony. If domesticated, they are found homes or taken to the animal shelter to be re-homed. If they are feral or wild, they are trapped, and if a home cannot be found by us, they are humanely euthanized.

HISTORY OF THE PORT CATS

- 2000 Cats living on the South Jetty were being fed by caring volunteers. Some were spayed or neutered
- 2002 Clara Pritchard began feeding cats at the Boat Basin location, originally called, "Smuggler's: and later named, "Clara's Colony.
- 2004 Verbal approval was given set up a feeding station box at Clara's Colony.
- 2005 Trapping of cats for TNR at Clara's Colony began. It took 3 years to trap all 15 cats. A discussion with then POB Commissioner, Sue Gold, indicates that the Commissioner and the then Port Director were aware of the care and feeding of the cats.
Trapping of Jetty cats for TNR continued. It took several years to trap all cats.
- 2008 A written request to the Port Director, Rich Drehobl, for permission to place a sleeping box behind the boat yard gate at Clara's Colony was verbally granted. The sleeping box (aka: the cat condo) was built by Port personnel who worked in the boat yard.
A Special Citation was given to Clara by the South Coast Humane Society (SCHS) for her work with the Port cats.
- 2014 The attached Feral Cat Program report for budgeting an active feral cat program for SCHS, dated November 2014, shows the number of cats trapped community-wide, including those at the Port.
- 2015 Clara's obituary appearing in the Curry Coastal Pilot shows how much Clara was loved and appreciated for her years of work with the Port cats.
- 2017 A written request to the Port Manager to be allowed to have keys for access to the main gate at the Ice House was delivered to the Port Office. No written answer was received, but we did get keys to the lock to be sure we could feed the cats when the yard was secured. It should be noted, that Port Management has given us keys to this gate in the past before the BC Fisheries plant was built. We also had a key to the Boat Yard gate that faces Boat Basin Road for access to the "condo" area. This key no longer works in the new lock.

41B

AUGUST 2019

From at least 2000 until today, the Port cats have been fed daily, watched for injury and illness and, with the encouragement of Port Management, assistance of Port personnel and the continued support of the South Coast Humane Society, made as safe and comfortable as possible. There has never been an incidence of biting or scratching of any member of the public by any of these cats.

Volunteers have spent thousands of hours and thousands of dollars to ensure the health and maintenance of these controlled feral colonies. Over the years number of cats has declined, both naturally and with humane intervention. The Port was asked only for small areas for feeders and sleepers and for keys to gates so we could have access when areas were secured.

THE COLONIES TODAY

Years 2000 - 2019		Clara's Colony	South Jetty Cats	Ice House Cats
Original number + dumped cats		14 + 5 = 19	29 + 7 = 36	10 + 5 = 15
Current number of cats		7	1	4

The remaining cats are healthy. They are also old. The youngest are 13-14 years old and the oldest being 15-16. The colonies have only a few more years before the last cat has lived out his/her natural life.

OTHER NOTES

There are five core volunteers. Other people have lent support over the years to help with feeding, donated money and food, and given encouragement for the good work done in partnership with the Port.

The work: It should be noted that the Port cats were not just neutered and released. Blood tests were given to show they were healthy before being altered and released. Vaccinations and flea treatments were also given. This program is called TTAVER – Trap Test Alter Vaccinate Release.

Documentation: All the documents in the History write-up will be available at the next Port meeting.

Other: Raccoons: At Clara's Colony raccoons can be a problem, not because they're aggressive but because they eat the cat food. We have taken mitigating action in recent years by making the openings to the feeder box smaller so that large raccoons cannot enter and by changing the feeding schedule. We now feed twice a day and stay until all cats come out and are fed. We don't put a lot of food out when we leave the feeding station. This has helped, but not eliminated the 'coons.

There is little or no vermin living near the cat colonies.

REQUEST

The beginning of this effort was informal. No written approvals were ever made or received. The documentation mentioned shows that we've always had the Port's approval and encouragement to help the cats and the Port with the feral situation. This was an open project – no secrets. Because these cats are now old and relocation is impossible, we ask the Commissioners to reconsider the notice to remove the feeders. Our partnership with the Port should continue for the good of the Port and the safety and health of the remaining cats.

41C

Port of Brookings Harbor Cat House Locations



Trap–neuter–return

Trap–neuter–return, commonly known as **TNR**, is a method for attempting to humanely and effectively manage free-roaming domestic cats. The process involves live-trapping the cats, having them spayed or neutered (aka: desexed), ear-tipped for identification and, if possible, vaccinated, then releasing them back into their territory.^[1] If the location is deemed unsafe or otherwise inappropriate, the cats may be relocated to other appropriate areas (barn/farmyard homes are often considered ideal^[2]) Ideally, friendly adults and kittens young enough to be easily socialized are retained and placed for adoption^[1]. Feral cats cannot be socialized, shun most human interaction and do not fare well in confinement, so they should not be retained. Cats suffering from severe medical problems such as terminal, contagious, or untreatable illnesses or injuries, are often euthanized.^[1]

In the past, the main goal of most TNR programs was the reduction or eventual elimination of free-roaming cat populations. It is still the most widely implemented non-lethal method of managing them. While that is still a primary goal of many efforts, other programs and initiatives may be aimed more towards:

- providing a better quality of life for community cats^[3]
- stemming the population expansion that is a direct result of breeding.
- improving the communities in which these cats are found^[4]
- reducing "kill" rates at shelters that accept captured free-roaming cats, in turn improving public perceptions and possibly reducing costs
- eliminating or reducing nuisance behaviors to decrease public complaints about free-roaming cats^[5]

The earliest documented practice of trap–neuter–return was in the 1950s, led by animal activist Ruth Plant in the United Kingdom.^[6]

Terminology

TNR usually stands for *trap–neuter–return*. It is sometimes described as **trap–neuter–release**.^[7] The word "return" emphasizes that most feral cats are returned to their original locations under such a program. Variant acronyms and terms include: **TNSR** (for trap–neuter/spay–return),^[8] **TNVR** (trap–neuter–vaccinate–return),^[9] **TNRM** (trap–neuter–release–maintain or manage) where "maintain" generally means caregivers feed and monitor the feral cats after they are returned to their territories,^[10] and **TTVAR** (trap–test–vaccinate–alter–release).^[11]

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A Global Issue

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TVHR (trap
–vasectomize/hysterectomize–release)

refers to a different method of cat population management, despite its similar name.^{[12][13]} TVHR differs in the type of sterilization surgery performed on the cats. Unlike traditional spays (ovariohysterectomy) and neuters (castration) which are done in TNR, the vasectomies and hysterectomies in TVHR result in sterile but sexually active cats.^[14]

New Zealand
Turkey
United Kingdom
United States

See also

References

Further reading

RTF (return to field) or **TNS** (trap, neuter, shelter return) are alternative approaches that simply focus on the trap and desex portion and do not include a colony management aspect. In some instances, a receiving shelter will return a cat to where it was found; in other cases shelters are completely bypassed - a person takes a free-roaming live-trapped cat in for desexing, than returns it to where it was found.^[15]



Cat caught in a live-trap for TNR

A Controversial Practice

TNR as a method of managing free-roaming cat populations is a very controversial topic. Global attitudes towards these cats vary from those who see them as pets to those who see them as infestations which need to be eliminated.^[16] Many international, national, and regional organizations and association, both professional and advocacy-based, have publicly aligned themselves into 3 basic groups: those that stridently oppose managing, maintaining, or tolerating free-roaming cats and hence TNR; those who conditionally support TNR as a part of a community cat management program (which includes community cat oversight and monitoring); and those who unconditionally support and endorse TNR.

Some well-known organization positions that support or conditional support TNR include:

- The American Society for the Prevention of Cruelty to Animals: "The ASPCA endorses Trap-Neuter-Return (TNR) as the only proven humane and effective method to manage community cat colonies." It clarifies its position by stating that managing "involves a colony caretaker who provides food and adequate shelter and monitors the cats' health."^[17]
- The Humane Society of the United States (HSUS): "we support Trap-Neuter-Return (TNR) and similar sterilization programs, legislation that allows for and supports non-lethal population control, and coalition-based approaches that involve community leaders, citizens, and stakeholders to implement effective community cat management programs." They further clarify this view by stating: "The HSUS believes that the humane reduction and eventual elimination of unowned cat populations should be the end goal for all TNR participants and supporters. TNR should be considered a humane means to an end, not a method of permanently maintaining outdoor cat populations."^[18]
- The American Humane Association: "In some situations, safe cat colonies can be maintained by caretakers. American Humane Association supports trap, neuter and release programs for colony cats – especially for feral cats. Whenever possible, homes should be found for colony cats that might be successfully socialized."^[19]
- The UK's Royal Society for the Prevention of Cruelty to Animals (RSPCA): For feral cats "supports Trap, Neuter and Release (TNR) programmes with veterinary support. Healthy cats should be neutered, ear-tipped and returned or, where appropriate, re-sited."^[20]

Many of the numerous international, national, and regional organizations that oppose TNR or free-roaming cat colony management are involved in wildlife care and conservation, birding, ecology conservation, and environment preservation. Some of these, include:

- The International Wildlife Resource Center: "The IWRC supports the humane removal of feral cat and dog populations, including feral cat colonies, through the rehabilitation and adoption of suitable animals into domestic environments and humane euthanasia of animals that cannot be rehabilitated and re-homed." They point out that, as domestic animals "subsidized" by people, they exceed the ability for the environment to support them without resulting in damage to wildlife.^[21]
- The Wildlife Society: "TNR undermines the work of wildlife professionals and severely jeopardizes the integrity of native biodiversity."^[22]
- The American Bird Conservancy (ABC): "Cats have been introduced into new habitats across the globe with terrible results. Outdoors, cats are a non-native and invasive species that threaten birds and other wildlife, disrupt ecosystems, and spread diseases." They advocate responsible pet ownership and "oppose Trap, Neuter, Release (TNR) for feral cats because of the persistent and severe threats posed by feral cat colonies."^[23]

The Debate - the pros and cons of free-roaming cats and TNR

Various studies and arguments have been presented both in support of and in opposition to free-roaming cats and TNR.

Reduced population over time

Some long-term studies have claimed or been cited to show that TNR is effective in stopping reproduction and reducing the population over time, but the methodology, analysis and conclusions of some of these studies have been called into question.

- An eleven-year study of a TNR program at the University of Central Florida achieved a population decrease of 66%, from 68 cats in 1996 (when the census was first completed after some trapping) to 23 cats in 2002. No new kittens were born after 1995, and newly arrived stray or abandoned cats were neutered or adopted to homes. However, as many proponents fail to note, TNR was not the sole reason for success. The population reduction was primarily from adoption (47%) and euthanasia (11%), or due to the cats no longer living on site with their whereabouts unknown (15%).^[24]
- A TNR program begun in 1992 by the Merrimack River Feline Rescue Society (MRFRS) on the central waterfront of Newburyport, Massachusetts has been widely cited as an example of TNR success on a community level; however, only superficial reports about what took place have been available and there is very little statistical data to support the claims.^[25]

The success of specific focused studies to advocate TNR as a solution for controlling and reducing free-roaming cat populations worldwide is problematic. More broad-based approaches include using matrix population models to estimate the efficacy of euthanasia versus trap-neuter-return for management of free-roaming cats, such as the one researchers established for use in urban environments.^[26]

Efforts to assess the effectiveness have been hampered by the lack of sufficient monitoring data. Having some professional assistance, adapting the population monitoring framework developed over decades by wildlife biologists, and systematic monitoring can evolve into a relatively low-cost, high-value adjunct to ongoing management efforts.^[27]

The potential problem of TNR advocacy and increased public awareness of non-lethal intervention actually contributing to the increasing numbers of free-roaming pets, by enabling pet owners to make conscious decisions to illegal dump or abandon their animal without having to worry about lethal control measures, has been a contentious point. In a widely cited example of cat control by relocation (cats from Bidwell Park, CA, were trapped and moved to a private sanctuary), the high visibility of the project encouraged more abandonment.^[28] In another study, to explain the ingress of cats it was found that "the high quality and visibility of the program ... may have encouraged abandonment of cats if owners believed that the cats would be well taken care of after abandonment. Abandonment may also have occurred if owners believed that cats would be better off under the care of the program rather than surrendered to a shelter where they would face the risk of euthanasia." Some of that cats that came in to the TNR colony has already been sterilized, some of these had ear-tips and some did not.^[29]

Introggression, particularly of intact cats, has been noted to be a barrier to decreasing cat populations over time through TNR efforts. It has become apparent that while the TNR process can reduce or limit the growth rate of the colony through reproduction, it may not reduce the population numbers if it is the sole method of intervention. Population reduction occurs primarily through adoptions of non-feral cats, natural death or euthanasia of sick animals, and disappearance or emigration of cats. TNR works together with these factors to reduce reproduction and thus to minimize replacement of animals lost from the colony. Other factors such as immigration of cats from surrounding areas can counteract its effect. Thus, the impact of TNR interventions on unowned cat populations can be complex, and ongoing management of colonies becomes an important component in optimizing reductions in the cat population.^[30]

It is important to note that the potential for TNR to decrease free-roaming cat populations has only been noted in fully managed colonies (monitored with active involvement and interventions by colony managers). Current trends towards unmanaged TNR, RTF, and/or TNS disregard the "managed" portion and, as such, cannot be cited as effective measures towards that goal.

The "kill" or "no-kill" debate (euthanasia)

TNR is often presented to public officials and policymakers as a viable alternative to lethal methods with several benefits.

- Reducing euthanasia numbers.
 - It has been claimed that euthanasia in shelters is the leading cause of death of cats.^[28] Proponents of TNR use this "kill" statistic to promote "no-kill" tactics. However, in the USA there is no exact numbers of animals being euthanized each year. Only a few states require animal shelters to keep records about animals being euthanized^[31], and there is no agency responsible for collecting or verifying this data. The American Society for the Prevention of Cruelty to Animals (ASPCA) has noted a marked decrease in euthanasia rates since 2011^[32] and Humane Society of the United States reported that euthanasia of animals in shelters has been declining sharply since 1970.^[33] In addition, the reasons for euthanasia vary. Animals may be euthanized because of shelter over-crowding, for medical reasons (illness or injury), for court-mandated reasons, or because of financial/staff limitations.
 - When the number of animals coming into a shelter exceeds its ability to care for, hold, or find foster placements, the facility may end up euthanizing animals. This could include even adoptable kittens or cats simply because they cannot be taken care of.^{[34][28]} A not atypical outcome for a cat judged to be "feral" after being taken to a traditional shelter not practicing no-kill sheltering is euthanasia (humanely putting the animal to death).^[34] "Feral" cats do not tolerate being caged or handled and many shelters are unable to manage them without putting the animal or the staff at risk. TNR could alleviate this.
 - Facilities have reported notable decreases in intakes and euthanasia since implementing TNR programs. It is not clear, however, if these decreases can be directly attributed to TNR, or to concurrent efforts to

increase and implement owned pet spay-neuter programs, new initiatives of adoption campaigns where animals at risk of "kill" are transported to areas where animals for adoptions are needed, or public awareness campaigns to enhance adoption rates.^[35]

- Cost savings

- Proponents of TNR claim that while neutering cats may be costly, euthanizing them costs more. However, the cost savings associated with TNR are location-specific and accurate estimates involve taking into account numerous variables including volunteer support, donations, grants, and local spay-neuter agreements for low-cost services. Cost savings fluctuate based on the type of TNR program implemented, the extent of animal control involvement, the volunteer base available, and the community's overall support of TNR.^[36] Over time, through attrition and sterilization efforts, if the free-roaming population declines savings may be realized by total decreased expenditures on them.
- In a 10-year study in Orange County, Florida, after a feral cat sterilization program was instituted in which 7,903 feral cats neutered, the cost was an estimated \$442,568, as compared to \$1,098,517 if they had been impounded and euthanized.^[37]
- In Port Orange, Florida, a TNR program started in 2013 in the city's business areas resulted in fewer stray cats and money saved.^[38] In the first year, 214 cats were sterilized for \$13,000, which was much less than over \$50,000 spent in 2010, when most of the impounded cats were euthanized.^[38] A theoretical savings of \$123,000 was projected based on not having to impound the offspring that the cats may have produced if not spayed.^[38]

- Improved morale and public support

- A 2011 survey of U.S. pet owners found that 71% agreed that "Animal shelters should only be allowed to euthanize animals when they are too sick to be treated or too aggressive to be adopted," while only 25% agreed that "Sometimes animal shelters should be allowed to euthanize animals as a necessary way of controlling the population of animals."^[39]
- In 2019, a study was published that concluded "for most Brisbane City (Australia) residents, when awareness is raised about the problem of urban stray cats and management strategies, the majority are supportive of a TNR community program with little or no persuasion required."^[40]
- TNR programs may have a side effect of reducing the stress and strain volunteers and staff have related to euthanasia in shelters. A 2019 study concluded that euthanasia-related strain is prevalent among shelter employees. It's associated with increased levels of general job stress, work-to-family conflict, somatic complaints, and substance use; and with lower levels of job satisfaction.^[41]

Improving the cats' health and welfare

It has been claimed that TNR programs improve the welfare of free-roaming cats in many ways:

- Spayed female cats will no longer be burdened by pregnancy or nursing litters. Females have been found to be pregnant throughout the year. A study of the reproductive capacity of free-roaming cats showed they may have an average of 1.4 litters a year, with a median of 3 kittens/litter.^[43]
- Alleviating unnecessary suffering of kittens. 75% of the kittens born to free-roaming cats being studied died or disappeared before 6 months of age. Trauma was found to be the most common cause of death.^[43]
- Improved overall health. The American Veterinary Medical Association (AVMA) notes that properly managed programs can improve quality of life through better nutrition, vaccination to prevent disease, and euthanasia of sick and debilitated cats.^[44] However, management of colonies is not a mandated practice, nor is ongoing monitoring and follow-up care once released after the neuter-spay.



"Stumpy", renamed "Blue", was trapped and rescued by the Vancouver Orphan Kitten Rescue Association after living outside for over two years with a horribly infected, abscessed tail. He ended up getting adopted after it was determined that he was tame.^[42]

Vaccinations, medical examination, care, or treatments may or may not be a part of any given TNR effort.

- Fighting may decline, thus reducing injuries. A study between 4 colonies, 2 of neutered males and 2 of intact males, found that the frequency of agonistic behavior was lower in the neutered groups. However, the agonistic behavior that was noted in the neutered groups was attributable to interactions involving intact males who had moved into them.^[45] As noted above, introgression of cats is a common factor noted in studies.

Not all free-roaming cats are feral. Nor are all the cats that end up in live traps. Some are owned, but allowed to roam; some have escaped their homes or owners and are strays; some may have been abandoned or "dumped." Clearly, the "return" or "release" component of TNR is not in all of their best interests. The assessment, after trapping, of "social" (friendly & adoptable), "social but timid or scared" (may adjust and be adoptable), "not social" (not feral, prefers to not be handled, hard to adopt out) or "feral" is crucial if TNR is intended to be in the best interest of the animal. When programs provide for feral kittens to be socialized and adopted, and for friendly cats to be adopted, the welfare of those cats is improved.^[1]

Managed TNR programs that involve continuous active intervention on detection along with treatment and prevention of some of the more common diseases and parasites may help improve their overall health.^[44]

The overall effect of TNR on the health and welfare of free-roaming cats as a whole is not possible to measure. In numerous studies, many of the cats simply disappeared, so follow-up was impossible. They are subject to injury, illness, or death from numerous things: trauma from humans or human machines or other animals, predation by wildlife, toxins and poisons, contagious diseases, exposure to harsh weather, malnutrition, infections, and parasitic debilitation^[46].

Fewer complaints

TNR may help reduce public complaints pertaining to free-roaming cats. Female cats will 'call' (come into season and be receptive to the male cat) regularly, about every three weeks during sexually active times of the year if they do not get pregnant. Having un-spayed female cats in an area will attract un-neutered males with the attendant problems of spraying, fighting and caterwauling.^[47]

- After starting a TNR program in 1995, animal control in Orange County, Florida, received fewer complaints about cats, even after broadening the definition of a nuisance complaint.^[5]
- A study of a TNR program at Texas A&M University in 1998-2000 reported that the number of cat complaints received by the university's pest control service decreased from Year 1 to Year 2.^[48]

Effects on wildlife from hunting

Numerous studies have shown that free-roaming cats can have a significant derogatory impact on native wildlife. They cause considerable wildlife destruction and ecosystem disruption, including the deaths of hundreds of millions of birds, small mammals, reptiles, amphibians, and fish.^[41] They have been linked to the extinction of 63 species and pose a threat to 360 more.^[49]

Free-roaming domestic cats are considered an "alien" species and are listed as invasive in a multitude of countries around the world.^{[50][51]}

Cats are now thought to be the single largest cause of anthropogenic bird mortality in North America.^[52]

There have been recorded instances of species extinction caused by them on islands. In 2004, targeted eradication programs had successfully removed free-roaming domestic cats from at least 49 islands.^[53] Citing eradication of invasive mammals from islands as a proven conservation tool, with clear evidence of subsequent native species recovery, it is gaining recognition as a recommended method of sustaining native biodiversity on islands.^[54]

Free-roaming cats have been documented hunting and killing prey without eating it.^[55]

Risks to human and animal health

Stray animals in general may have significant impacts on public health due to factors such as a lack of preventive measures (e.g. vaccines, deworming), easy access to intermediate hosts (e.g. rats and birds), and unrestricted entry to public areas such as parks and playgrounds. Their presence is a major risk for the transmission of zoonotic diseases.^[56]

Free-roaming cats can act as vectors for diseases that can impact humans as well as other animals, domestic and wild. Transmissions can occur within the species and to other species. Feline leukemia virus, feline immunodeficiency virus, ectoparasites (fleas, mites, lice, ticks), intestinal and protozoan parasites,^[57] Rickettsia, and Coxiella ("Q Fever") are examples of inter and intra-species shared diseases and parasites.^{[58][59]}

There are numerous zoonotic pathogens shed in feline feces, such as *Campylobacter* and *Salmonella* spp; ascarids (e.g., *Toxocara cati*); hookworms (*Ancylostoma* spp); and the protozoan parasites *Cryptosporidium* spp, *Giardia* spp, and *T gondii*. Contaminated soil is an important source of infection for humans, herbivores, rodents, and birds and several studies suggest that pet feces contribute to bacterial loading of streams and coastal waters.^[60]

Free-roaming cat populations have been identified as a source for several zoonotic diseases that can and have affected humans, including:^{[61][62][44]}

- Rabies
- Toxoplasmosis
- Various nematode parasites including intestinal worms
- Plague^[63]
- Tularemia
- Typhus
- Bacterial diseases such as cat-scratch fever (*Bartonella*).
- Avian Influenza A/H5N1 virus^[64]
- Fungal diseases, including sporotrichosis^[65]

Methodology

The triggers for a trap–neuter–return program include: a perception of free-roaming cats or kittens in need, a steadily increasing number due to open breeding, an unmanageable burden on community resources while trying to manage or eliminate the cats, and when the cats become a notable nuisance or concern.

There are many different TNR programs, protocols and processes.

A Global Issue

Domestic cats can be found on every continent except Antarctica.^[66] Control of free-roaming dogs and cats is a worldwide problem. Beyond pragmatic and scientific considerations, cultural heritage, ethical beliefs, and social and economic impacts play critical roles in efforts to address it.

The legal status of free-roaming and community cats varies from location to location, as do the histories and efforts of TNR programs. There are numerous governments supporting trap–neuter–return. The following highlights some of the TNR issues around the world:



Feral kitten, approximately nine months old, with the tip of his left ear removed to indicate he has been trapped and neutered.

Australia

In a Feb 17, 2017, news release in the Sydney Morning Herald, Threatened Species Commissioner Gregory Andrews reportedly summarized the reason for the federal government's intention to wipe out 2 million feral cats – about a third of the population – by saying that they are "the single biggest threat to our native animals, and have already directly driven into extinction 20 out of 30 mammals lost." This cull is planned to go until 2020.^{[67][68]}

Canada

Across Canada, municipalities are replacing old animal control bylaws with "responsible pet ownership" rules intended to direct the obligations of pet behavior to their owners. A common feature of the accelerating trend is a requirement that owners get a license for their cats and ensure they don't roam.^[69]

In January 2012, a bylaw officer in Merritt, British Columbia, removed cat food and asked the Royal Canadian Mounted Police to consider criminal charges against those feeding the community cats.^{[70] [71]} No charges were laid, but the rescue group's business license was revoked and it was forced to move from its storefront location.^[72]

The City of Toronto, Ontario includes TNR in its animal services and has a bylaw specifically addressing TNR and managed colonies.^[73] The Toronto Animal Services offers spay and neuter for colonies that are registered and have an assigned trained caretaker.^[74]

Denmark

TNR was practiced in Denmark in the mid-1970s, as reported at the 1980 Universities Federation for Animal Welfare (UFAW) symposium in London. Denmark's Society for the Protection of Cats practiced both tattooing and tipping the ear of the neutered cats to identify them.^[75]

France

In 1978, the city of Paris issued a Declaration of Rights of the Free-living Cat.^[76] In that year, Cambazard founded École du Chat and TNR'd its first cat, continuing to help thousands of cats in the following years.^[77]

Italy

Killing feral cats has been illegal in the Latium Region, which includes Rome, since 1988. A study in 2006 found almost 8000 were neutered and reintroduced to their original colony from 1991 to 2000. It concluded that spay/neuter campaigns brought about a general decrease in cat numbers among registered colonies and censused cats, but the percentage of cat immigration (due to abandonment and spontaneous arrival) was around 21%. It suggested that TNR efforts without an effective education of people to control the reproduction of house cats (as a prevention for abandonment) are a waste of money, time and energy.^[78]

Since August 1991, feral cats have been protected throughout Italy when a no-kill policy was introduced for both cats and dogs. Feral cats have the right to live free and cannot be permanently removed from their colony; cat caretakers can be formally registered; and TNR methods are outlined in the national law on the management of pets.^[79]

South Korea

Negative attitudes towards cats in general and free-roaming cats in particular are culturally entrenched. Cats are culled for meat or for parts that are utilized to concoct health aids.^[80] The 2011 South Korean amendment of its Animal Protection Law required humane methods to be used in the transportation and euthanasia of animals.^[81] Some areas have government supported TNR programs, but these programs are often scorned by the public and poorly managed. Negative attitudes and fear towards cats in general have been slow to change and free-roaming cats may be subjected to abuse or violence. In recent years, however, South Korea's attitude toward homeless cats has improved.

New Zealand

The Department of Conservation (DOC) is legislatively mandated to control feral cats on public conservation land. It has eradicated feral cats from several offshore islands. Control techniques include poisoning, trapping and shooting. Lethal controls follow efficient and humane best-practice techniques and adhere to the Animal Welfare Act 1999.^[82]

In 2017, the New Zealand Companion Animal Council released its National Cat Management Strategy Discussion Paper, in which they advise that "when stray cat management is justified, non-lethal methods of removal (e.g. rehoming or best practice managed, targeted trap-neuter-return [mTNR]) must always be the first option." This discussion recognized the limited value of mTNR in some situations. Their goal is for all cats in New Zealand to be responsibly owned and that cats are humanely managed in a way that protects their welfare and the environment.^[83]

Turkey

Turkey has a significant problem with free-roaming dogs and cats and the country is struggling with ways to manage the problem. Its Animal Protection Law prohibits killing "ownerless animals" except where permitted by the Animal Health Police Law. They are required to be taken to animal shelters established or permitted by the local authorities.^[84] In keeping with the tenets of its main religion, most Turks are very much against euthanasia of animals for "population control;" recent efforts to curb an ever-increasing population include TNR for roaming cats and dogs.^{[85][86]}

United Kingdom

The earliest documented practice of trap–neuter–return was in the 1950s, led by animal activist Ruth Plant in the UK. In the mid-1960s, former model Celia Hammond gained publicity for her TNR work "at a time when euthanasia of feral cats was considered the only option". Hammond "fought many battles with local authorities, hospitals, environmental health departments" but stated that she succeeded over the years in showing that control "could be achieved by neutering and not killing".^[87]

The first scientific conference on "the ecology and control of feral cats" was held in London in 1980 and its proceedings published by the Universities Federation for Animal Welfare (UFAW). Subsequent UFAW publications in 1982, 1990, and 1995 were the primary scientific references for feral-cat control for many years.^[88]

In 2008, the Scottish Wildcat Association began utilizing TNR of feral cats to protect the regionally endangered Scottish wildcat.^[89] Their goals include:

- Saving the genetically pure Scottish wildcat
- Removing all feral cats from the region
- Using humane, neutering-based feral cat controls
- Establishing buffer zones to prevent feral cats returning to the area

United States

Currently, there is no applicable federal law that controls the feral cat issue. A few states have recently recognized the need to establish programs to control feral cat populations since their effects on wildlife have now been more widely studied and the efficacy of euthanasia for population management has been criticized. These laws vary in their approaches. The Endangered Species Act and the Migratory Bird Treaty Act, have played a role in setting forth policy on feral cats. The federal case, *American Bird Conservancy v. Harvey*, puts the challenge of bird advocates under these federal laws in response to cat programs front and center. The merits of this case have not been decided but have the potential to impact both sides of the issue.^[90]

In a January 2013 legal brief, Alley Cat Allies provided evidence that at least 240 municipal or county governments in the United States had enacted ordinances supporting TNR; a ten-fold increase from 2003.^[91] New Jersey, California and Texas had the highest number of local ordinances.^[91] New York City-based organization Neighborhood Cats has cataloged local ordinances in 24 US states.^[92] Model ordinances are available from Neighborhood Cats,^[92] Alley Cat Allies,^[91] and the No Kill Advocacy Center.^[93]

On January 29, 2019, the Hawaii Invasive Species Council adopted a resolution supporting the keeping of pet cats indoors and the use of peer-reviewed science in pursuing humane mitigation of the impacts of feral cats on wildlife and people.^[94]

TNR of cats is illegal in Alaska.

Governments have been sued to try to block their TNR efforts. In December, 2010, an injunction was granted to prevent a planned TNR program of the City of Los Angeles until an environmental review was completed under the California Environmental Quality Act.^[95] The judge did not rule on any environmental issues, or prohibit other organizations from doing TNR in the city.^[96]

Some caretakers have been prosecuted for taking care of feral cats. The perplexing issues of where a "feral" cat fits in local ordinance depends on the consideration as to whether they are pets or wildlife and whether they are "owned" or not. Many ordinances restrict feeding of wildlife (excluding birds). Then there are ordinances that restrict how many

pets a person may own, and those that disallow free-roaming pets. In 2011, charges against Danni Joshua of Vandercook Lake, Michigan for "allowing animals to run loose" were dismissed when she agreed to have her colony of 15-20 cats relocated.^[97] In 2012, 78-year-old Dawn Summers was sentenced to community service for "hoarding"; she was feeding up to 27 community cats within a managed colony in a city-sanctioned program in Biloxi, Mississippi.^[98] Alley Cat Allies criticized the decision, stating that the community cats should not have been considered owned by the caregiver.^[99] The Virginia Supreme Court found a zoning ordinance too broad in 2013, when Henrico County charged Susan Mills for caring for feral cats, which the county said was not a permitted activity under the zoning. A circuit court judge had ordered her to stop feeding the cats, but that part of the decision was not enforceable.^[100]

Opponents of feral cats have also been prosecuted for violating animal-protection laws by trying to harm or kill the animals. In 2007, Jim Stevenson stood trial for shooting a cat from a colony in Galveston County, Texas,^{[101][102]} which he reportedly did after observing the colony cats hunting endangered pipng plovers in the area.^[101] The trial resulted in a hung jury because of a gap in the law stating that ownership of the animal had to be proven, an issue which has since been resolved.^[102] In December 2011, wildlife biologist Nico Dauphiné received a suspended sentence for attempting to kill feral cats with rat poison in Washington, DC.^[103]

See also

- List of governments supporting trap–neuter–return
- Overpopulation in domestic animals
- Spaying and neutering

References

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Further reading

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- The Cat Conundrum. Tens of millions of free-roaming felines take a huge toll on wildlife; what to do about them has spawned battles from coast to coast (<https://www.nwf.org/Magazines/National-Wildlife/2017/Oct-Nov/Animals/The-Cat-Conundrum>)
- ICAM - Humane Cat Population Management Guidelines (<https://s3.amazonaws.com/ifaw-pantheon/sites/default/files/legacy/ICAM-Humane%20cat%20population.pdf>) International Companion Animal

Management Coalition (<https://www.icam-coalition.org/>). Includes a wide range of solutions, including TNR, to surgical and non-surgical sterilization, and lethal methods; outlines a five-stage program.

- Guide to Trap-Neuter-Return (TNR) and Colony Care from Alley Cat Allies, the ASPCA and the Mayor's Alliance for NYC's Animals (http://www.aspcapro.org/sites/default/files/TNR_workshop_handbook_3.pdf)
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Raccoons

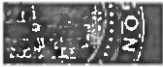
Relocation of raccoons is illegal in Oregon: Raccoons are protected under state law and relocation of these animals is illegal. Raccoons may be trapped with a permit from the Oregon Department of Fish and Wildlife, but they must be released at the same site or euthanized. Learn more.

Raccoons have adapted well to residential life because they are primarily nighttime feeders. They find lots of places to hide during the day, and foods they thrive on are often readily available.

Here are some tips to keep them off your property:

- Don't leave pet food outside. Feed your pet indoors or pick up the dish after they finish.
Fasten garbage can lids with a rubber strap. Don't place meat products or other attractive foods in uncovered compost piles.
Keep surplus bird food cleaned up around feeders. Place bird feeders out of reach of raccoons.
Close openings to animal cages and pens.
Close garage, storage buildings, basement, and attic doors and windows, especially at night.
Close off all vents or open spaces under buildings with metal, hardware wire or boards, but be careful not to seal animals inside. If an animal is present, close off all of the area except for one small 12 inch by 12 inch opening. Wait until after dark, and then close it off. If the animal is still inside, repeat the process. If raccoons or skunks are using the site, be sure not to lock the young inside. Raccoons and skunks leave their young in the nest for 3-7 weeks. You should wait until they are old enough to travel with the parents.
Prevent raccoon access to chimneys by securely fastening a commercial cap of sheet metal and heavy screen over top of the chimney. Consider fire safety first.
Prune all large overhanging tree limbs that animals may use to gain access to building roof or upper floor windows and vents. If trees cannot be pruned, tack a metal band, 16-24 inches wide, around the tree trunk below first limbs but 4-8 feet above the ground.





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Birds

Protecting migratory birds

Birds sometimes fly into windows resulting in injury or death. To deter birds from windows, hang a silhouette of a raptor, strips of cloth or shiny mylar from the eaves to catch any breeze and create movement. Marking a window with strips of white tape can also break up the pattern of a reflected background of sky and vegetation, or of indoor plants that appear to be accessible. Placing feeders away from windows also reduces collisions with glass.

Research shows that free-roaming cats kill millions of birds and small animals each year in North America. Bells on a cat's collar have not proven effective in alerting birds to a feline's presence. Consider making your cat an indoor cat to protect birds and other wildlife - and to protect your cat from injury from cars, cat fights, disease and other hazards.

All native migratory birds are protected by federal law. It is illegal to injure, kill or possess a native bird or to interfere with an active nest. If birds build a nest in an inconvenient place or in a location where birds and young will not be safe, the nest can be moved only if no eggs or young are in the nest. Please do this only if necessary.

Hawks, owls, falcons and eagles

Hawks, owls, falcons and eagles, known as raptors, hunt in fields and woods for food. Some raptors hunt small mammals or snakes while others prefer to hunt small birds. Hawks and owls are beneficial in controlling rodent populations. Hawks are sometimes seen on the ground beside free-ways "mantling." Don't be alarmed. The bird is not injured, but is covering its prey with spread wings to prevent other birds from seeing and taking its prey.

Occasionally, a raptor may perch in a tree or in a fence near your home. Raptors are not a danger to you or your pets and will probably stay only for a short time. However, if a hawk or owl shows up in your yard and you would like it to leave, waving and shouting or banging pots together, will usually chase the bird away. It's important to remember that all birds of prey are protected by law, so if you have a problem with a raptor, contact ODFW for advice.



Barn Owl and Chicks
Oregon Fish and Wildlife

Waterfowl

Water birds, including ducks, geese, and great blue herons spend most, but not all, of their time near water. Ducks sometimes nest in less than ideal places such as parking lots. If baby ducks fall into a storm drain, call the local public works department. Herons are sometimes seen preying on young ducks, which is upsetting to some people. This is part of the natural world, where some animals are predators and some are the prey. Consider it a rare chance to witness this natural drama.

Geese like open landscapes such as golf courses, lawns and ponds. They may feed heavily on lawn grasses and leave numerous droppings behind. Geese can be very aggressive when young goslings are present. In the short-term, waving, shouting and other loud noises will often cause the birds to leave temporarily. However, the best remedy is to change the landscape. Geese don't like tall grass, because they can't see predators well. Let vegetation grow taller and keep native vegetation along pond edges. Consider alternatives to short turf grasses. Plant trees and shrubs in the flight path between ponds and lawns. Keep backyard swimming pools covered to discourage geese and ducks from landing in them.



- Geese and ducks are attracted to areas with open water and large expanses of grass, such as golf courses, parks, and large lawns. The problem is most noticeable during the winter months when large numbers of migrating geese and ducks join the year round residents.

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- Do not feed geese and ducks. Feeding can create a concentration problem and invites disease outbreaks.
- Fence your yard. Eliminate or break-up some of the large expanses of lawn by planting shrubs and other visual barriers. A dog will also discourage ducks and geese from using your yard.
- During fall and winter, noise making tactics may discourage these birds from staying on your property. Also, remove old nests during this time to stop geese and ducks from returning to the site in the spring.
- Scarecrows and even plastic or ceramic dogs will often keep waterfowl away. These work best if moved around the yard every few days so that they are not always in the same place.

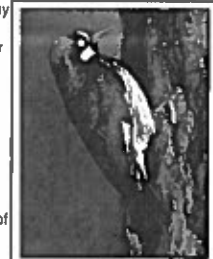


Canada Goose
- Photo by Kathy Munsel -

Herons, and sometimes osprey (a fish-eating hawk), are fond of fishing backyard ponds. To prevent them from reaching fish, place logs or branches in the water to provide cover for fish to hide. You can also screen the pond with lightweight mesh fabric or other materials. Herons may be seen far from the water. They sometimes hunt for field mice on grassy strips along highways or in fields.

Woodpeckers

Flickers and other woodpeckers are sometimes noisy neighbors when searching for insects under tree bark. They may set up shop on a new construction site and "hammer away" on the new wood, loudly announcing their territory or trying to attract a mate during breeding season. Territorial "drumming" on houses may be a breeding season behavior or could indicate an insect infestation underneath the siding that the homeowner should investigate. Because these birds are territorial, it is best to take action as soon as possible. Discourage them from using the site by hanging large strips of cloth, aluminum foil, or mylar around the location. Owl decoys may also be effective. Provide suet away from the pecking area as an alternative food source, but hang it out of the direct sun. In areas where bears may visit, be aware that bears like suet also. If woodpeckers damage continues, call for advice.



Acorn Woodpecker
- U.S. Fish and Wildlife Service -

In Oregon, the common flicker is the most abundant woodpecker species. It can be found drumming on wood siding, eaves and shingles of homes. These birds are territorial in nature, and drumming marks their territories and attracts mates. Woodpeckers also drill holes for nesting and roosting. These birds are protected by law. There are a number of different techniques you can use to discourage their activities:

- Hang a lightweight plastic mesh netting at least 3 inches from affected wood areas.
- Nail plywood over the excavated area.
- Hang aluminum foil strips, colored plastic streamers, hawk silhouettes or mirrors near the affected wood.
- Provide an alternative drumming site. Nail two boards together at just one end (producing resonance) and hang on a secure surface.
- Use noise making tactics, such as clapping your hands or banging garbage can lids together.
- Spray the birds gently with water from a garden hose when they start to drill or drum.
- Eliminate any ledges or cracks on which the woodpecker is able to stand while drumming.
- If woodpeckers continue to be a problem, a special permit may be obtained from the *U.S. Fish and Wildlife Service* to destroy the birds.

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Share your opinion or comments on a Fish and Wildlife Commission issue at: odfw.commission@state.or.us

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ACTION ITEM - B

DATE: August 20, 2019
RE: Ordinance No. 23 – Live-aboard
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- This is the second reading of Ordinance amendment. 30-days after August 20 (September 19, 2019) the new live-aboard policy and ordinance would take effect.
- Procedure for adopting, amending or repealing ordinances or regulations:
 - 1) Publish meeting agenda 4 days before and not more than 10 days.
 - 2) Ordinance must be read during regular meeting on two different days at least six days apart. The reading of an ordinance shall be full and distinct unless at the meeting:
 - a. A copy of the ordinance is available for each person who desires a copy; and
 - b. The board directs that the reading be by title only.
 - 3) Majority of the members of the district board is required to adopt an ordinance.
 - 4) Ordinance takes effect on the 30th day after it is adopted.

DOCUMENTS

- Ordinance No. 23, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve second reading of Ordinance No. 23 Live-aboard, amendment to Section 4.16 of Part IV, Specific Rules and Regulations of Ordinance No. 1-1998.

Ordinance No. 23

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE PORT OF BROOKINGS HARBOR

AMENDING ORDINANCE NO. 1 – 1998 REGARDING LIVE-ABOARD REGULATIONS

WHEREAS, on May 26, 1998, the Board of Commissioners of the Port of Brookings Harbor adopted Ordinance No. 1-1998; and

WHEREAS, the Board of Commissioners decided it is in the best interest of the Port of Brookings Harbor to establish a policy and procedure for liveaboards within the marina.

Now, therefore, the Board of Commissioners of the Port of Brookings Harbor ordains as follows:

Section 1. Ordinance Identified. The ordinance amends Ordinance No. 1-1998 adopted May 26, 1998.

Section 2. Amendment One. Section 4.16 of Part IV, Specific Rules and Regulations, of Ordinance No. 1-1998 is hereby repealed and amended to read as follows:

- 4.16 Liveaboards must have Port permission after 72 hours in one-week period or more than 15 days in any 30-day period. Application for live-aboard authorization may be obtained at the Port Office. If Port permission is obtained, authorization will be issued for a fee as set forth in the fee schedule in effect at the time of application. The authorization is valid for the length of the Port Use Agreement, unless otherwise specified, and must be renewed immediately upon expiration.

Section 3. Effective Date. This ordinance will be effective 30 days following the date of its adoption.

INTRODUCED on the 16th day of July, 2019.

APPROVED and ADOPTED on the ____ day of _____, 2019 by the following vote:
on a motion by Commissioner _____, seconded by Commissioner _____,
and carried on a ____ - ____ vote.

Chair of the Board of Commissioners

Secretary of the Board of Commissioners

ACTION ITEM - C

DATE: August 20, 2019
RE: Authorized Bank Signers
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- July 16, 2019 regular meeting did not provide enough detailed information for the banks to approve the changes. See attached for motions.
- New commissioner Sharon Hartung will need to be added to bank accounts for check signature.
- Wesley Ferraccioli will need to be removed from the bank accounts.
- Both actions require Board approval for each bank account change.

DOCUMENTS

- Requested motions, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
See attached document.

Joe Speir was officially sworn in as commissioner position #1 on July 1, 2019 by a State of Oregon Public Notary for a two year term ending June 30, 2021.

Sharon Hartung was officially sworn in as commissioner position #2 on July 1, 2019 by a State of Oregon Public Notary for a four year term ending June 30, 2023.

Roy Davis was officially sworn in as commissioner position #3 on July 1, 2019 by a State of Oregon Public Notary for a four year term ending June 30, 2023.

Richard Heap was officially sworn in as commissioner position #4 on July 1, 2019 by a State of Oregon Public Notary for a two year term ending June 30, 2021.

Kenneth Range was officially sworn in as commissioner position #5 on July 1, 2019 by a State of Oregon Public Notary for a two year term ending June 30, 2021.

The Commissioner's approve adding Sharon Hartung as authorized signer to all Port of Brookings Harbor Bank Accounts including:

Umpqua Bank Public Checking Account #973273634
Umpqua Bank Public Checking Account #4869398018
Umpqua Bank Money Market Account #0972079529
Umpqua Bank Money Market Account #0972678627
Rogue Credit Union Account #306

The Commissioner's approve removing Wes Ferraccioli as authorized signer to all Port of Brookings Bank Accounts including:

Umpqua Bank Public Checking Account #973273634
Umpqua Bank Public Checking Account #4869398018
Umpqua Bank Money Market Account #0972079529
Umpqua Bank Money Market Account #0972678627
Rogue Credit Union Account #306

ACTION ITEM – D

DATE: August 20, 2019
RE: Incineration System for Fish Carcasses
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port Staff continued to analyze the cost of the incinerator. Each hour the incinerator is burning, it will use approximately 6.5 gallons of propane. Typical burn time for 200 pounds could take 5 hours. The amount of propane needed on a daily basis would require a very large supply of propane. The cost ratio of incinerating per pound is about 3.3 pounds of fish carcasses per dollar. The cost ratio of hauling away per pound is 13.3 per dollar. Port Staff found CTR will take the carcasses at \$150 per ton.
- Port Staff has bought additional equipment to handle the fish carcasses removal and disposal. The equipment is a 5'x10' dump trailer and a self-dumping hopper with lid. Dump trailer can be used for other type of projects around the Port. Equipment and carcasses will be stored and cleaned at the Boat Yard.
- Port Staff will take fish carcasses to Eco-Nutrients or Alexander Dairy at no disposal cost. If these facilities are closed, then the carcasses will be taken to CTR. Also, volunteers may wish to pick up fish carcasses for fertilizer on their property at no cost to the Port.
- Department of Environmental Quality may allow the Port to drain fish station water into the river with fish particles less than 1-inch diameter. DEQ may also allow the Port to use cleaning chemicals ONLY if water is discharged to the ground. Modifications to the drainage system will need to be made to drain into the river.

DOCUMENTS

- Incinerator Specs, 6 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to continue with existing procedure and buying additional equipment as needed for fish carcass removal and disposal. Stop pursuing the incinerator system for fish carcass disposal, continue searching for better solutions.



FIRELAKE MFG., LLC
961 NORTH FIRST STREET, DASSEL, MN 55325 - USA
PH: (540) 437-1203 FAX: (540) 437-1210

Wednesday, December 31, 2014

**Certificate of Stack Air Quality,
Firelake C & P Series Incineration/Cremation Systems**

General:

The series offers multiple models which vary by the main burn chamber volume and secondary burn chamber volume. All models of the series use the same LP or Ng gas, or diesel burners and controls. Flow rates of combustion gas are proportional to the model sizes and contents of the exiting flue gas are similar. The following data is typical of the series. The data has been accumulated from various test reports.

Particulate 0.01 to 0.08 grains/dscf
CO 0 to 50 ppm
CO2 7 to 9% by volume dry
O2 9 to 12% by volume dry
Temperature 1200 to 1800F
Flow rate 1000 to 1100 acfm
Flow rate 220 to 280 dscfm
Average velocity 21 to 35 fps
Opacity 0 to 5%

Methods:

Tests incorporated waste comprised of various maturity poultry and swine and followed EPA-CFR and/or Ontario Canada MOE protocol for data collection and calculations.

References:

Test Report Model C6/200 by Entec Inc., test report #97-165 (job180)
Test Report Model C12/400 by ACG, llc., test report #V12966
Test Report Model P16 by AirSource Technologies, tests #P162GT
Test Report Model P25 by Air Monitoring Specialists, tests #P252GM1
Test Report Model P60, by Almega Corporation, test #16957



Model C6-200
**SMALL
ANIMAL
CREMATORY**



*The next generation...
from a leading maker of Animal Crematories*

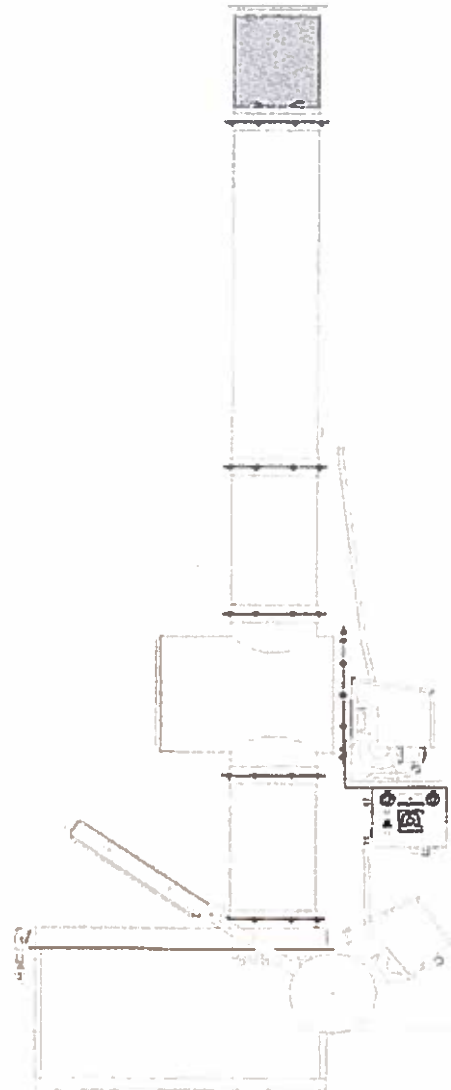
All the features you've been looking for!

- ⇒ Single batch load capacity up to 200 lbs. of carcass.
- ⇒ Easy loading 29 in. height for heavy animals.
- ⇒ No visible emissions or odors; EPA compliance.
- ⇒ Save fuel... Temperature Controller cycles primary burner on/off.
- ⇒ Easy to use... Set timers and walk away.
- ⇒ Thick high temperature refractory lining throughout... Extends equipment life.
- ⇒ Available with either Natural Gas or LPG burners.

**LOWEST EQUIPMENT OPERATING COST IN THE
INDUSTRY!**

Designed specifically for...

**Veterinarians
Humane Societies
Small Animal Control**



C6-200

Northwest Industrial Equipment, Inc.
22019 70th Avenue South
Kent, WA 98032

Phone: 253-872-6060
Fax: 253-872-6059

www.incineratorguys.com

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Benefits and Features of the C6-200

Fast, complete, efficient waste disposal

- ⇒ Concave refractory bottom specifically designed to insure burnout and total destruction of liquid wastes.
- ⇒ Secondary chamber and insulated, refractory-lined stacks for emissions control.

Minimum installation and start-up time

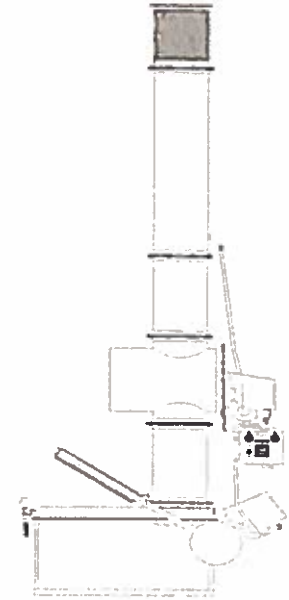
- ⇒ Factory assembled, aluminized steel jacket lined with high-temperature refractory.
- ⇒ Recorders and accessory equipment available.

Easy and safe operation

- ⇒ Counter-balanced fill door.
- ⇒ Timer control system for each burner provides preset burn times and automatic shut off.

Low energy consumption levels

- ⇒ Temperature control maintains temperature, assuring complete combustion while conserving fuel.
- ⇒ Choice of fuels: LP or natural gas.



Specifications Summary

C6-200-LP Propane-Fired Cremation System complete with two burners, secondary chamber, stack, timers, and temperature control
C6-200-N Natural Gas-Fired Cremation System complete with two burners, secondary chamber, stack, timers, and temperature control

WASTE CHAMBER

Chamber capacity (Type 4 waste-pathological)	200 lbs	90.5 kg
Chamber volume (approximate)	6 cu. ft.	1.85 cu. m.
Chamber size (outside)	Width	26" / 66 cm
	Height	32" / 91 cm
	Length	42" / 107 cm
Door opening	18" x 20"	46 cm x 51 cm
Height to door	29.5"	856 cm
Height to top of secondary chamber	7'-1"	2.2 m
Overall dimensions (w/stack)	18"H x 33"W x 51"L	4.9m x 83.8cm x 129.5cm
Suggested slab size (l x w x thick)	10' x 12' x 6"	3.0 m x 3.7m x 15cm

INSTALLATION

Must be installed in accordance with local codes and ordinances, subject to regulatory agencies. Outside installation is recommended with a simple metal roof or three-sided metal shelter, providing a minimum of four foot clearance from any combustible roof materials. Minimum of 18" clearance is required for penetration of combustible roof materials. Inside installations may have special insurance requirements. Factory must be advised.

STACK

Dimensions (OD)	14"	36 cm
Material	14 gauge Aluminized Steel Jacket, refractory lined	

REFRACTORY THICKNESS

Primary	3.0"(2800F)	7.6 cm
Secondary	1.5"(2800F)	3.8 cm
Stack	1.5"(2800F)	3.8 cm

GENERAL

Electrical service
 Standard – 115 volt, 60 HZ, 20 amp
 Also available – 220 volt, 50 HZ, 10 amp

BURNERS

LP or Natural gas burner with spark ignition and flame safety shut-off.

OPERATION

2 manual timers

TOTAL WEIGHT

3000 lbs. (approximate) 1361 kg

	C6-200-LP	C6-200-N
APP. FUEL CONSUMPTION	LP	NATURAL GAS
	6.65 GPH	610 CFH
APPROXIMATE BTUH		
Upper burner	480,000	480,000
Lower burner	240,000	260,000

* Approximate reduced fuel consumption of lower burner is a result of burner cycling on & off.

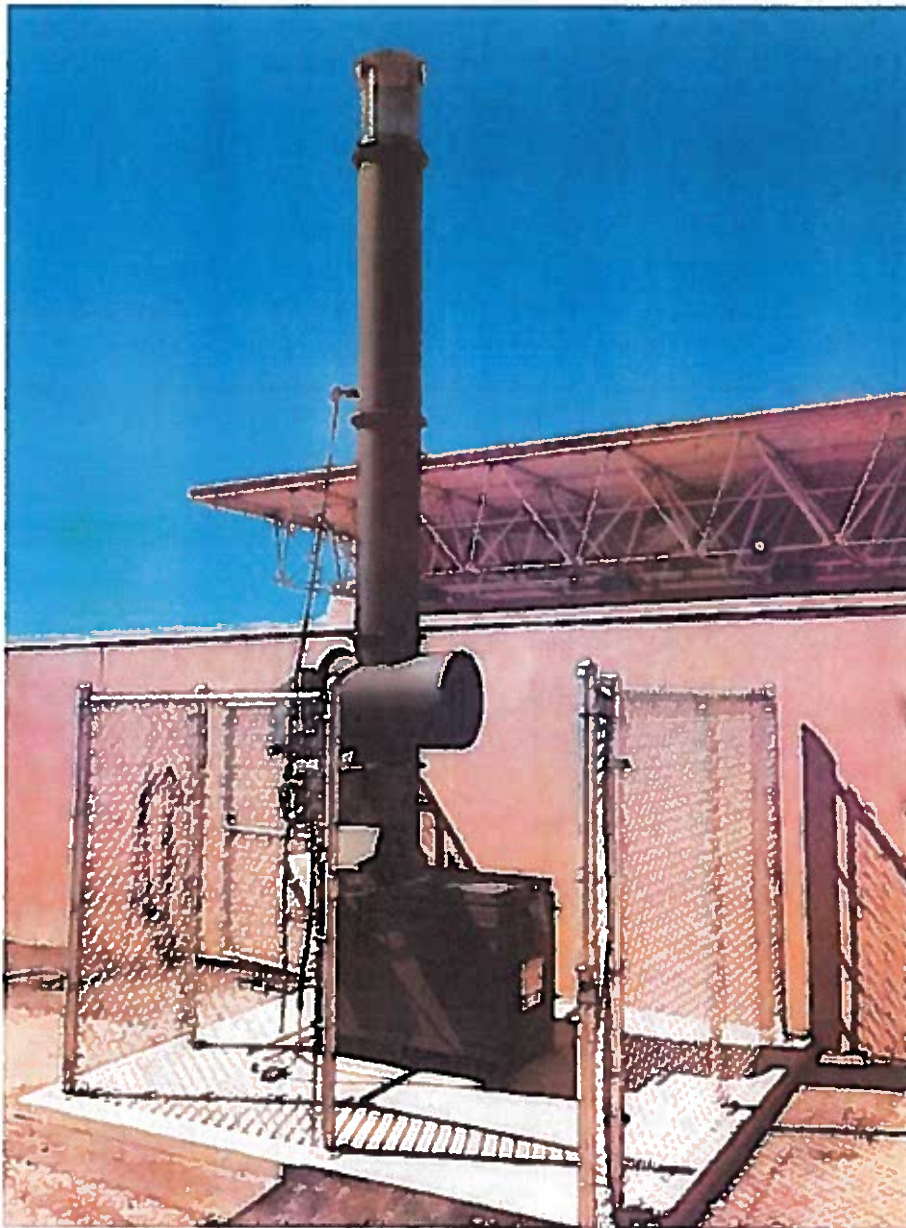
* Fuel consumption approximate. Actual fuel use depends on BTU content of waste. Consult factory for retention times or special requirements

Northwest Industrial Equipment, Inc.
 22019 70th Avenue South
 Kent, WA 98032

Phone: 253-872-6060
 Fax: 253-872-6059

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Model C12-400
**SMALL
ANIMAL
CREMATORY**



*The next generation...
from a leading maker of Animal Crematories*

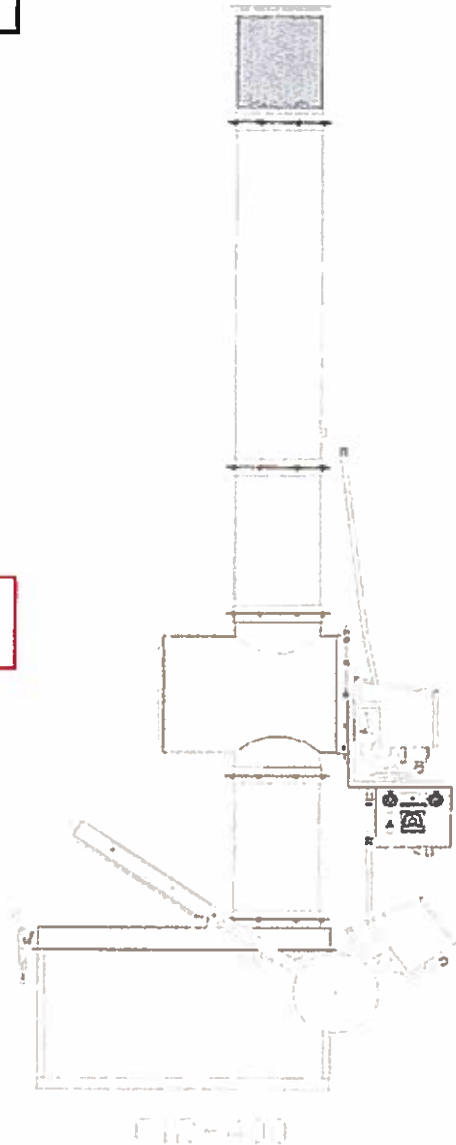
All the features you've been looking for!

- ⇒ Single batch load capacity up to 400 lbs. of carcass.
- ⇒ Easy loading 30 in. height for heavy animals.
- ⇒ No visible emissions or odors; EPA compliance.
- ⇒ Save fuel... Temperature Controller cycles primary burner on/off.
- ⇒ Easy to use... Set timers and walk away.
- ⇒ Thick high temperature refractory lining throughout... Extends equipment life.
- ⇒ Available with Natural Gas ,LPG, Fuel Oil burners.

**LOWEST EQUIPMENT OPERATING COST IN THE
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Benefits and Features of the C12-400

Fast, complete, efficient waste disposal

- ⇒ Concave refractory bottom specifically designed to insure burnout and total destruction of liquid wastes.
- ⇒ Secondary chamber and insulated, refractory-lined stacks for emissions control.

Minimum installation and start-up time

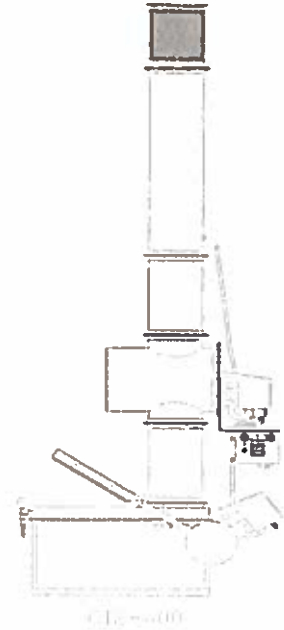
- ⇒ Factory assembled, aluminized steel jacket lined with high-temperature refractory.
- ⇒ Recorders and accessory equipment available.

Easy and safe operation

- ⇒ Counter-balanced fill door.
- ⇒ Timer control system for each burner provides preset burn times and automatic shut off.

Low energy consumption levels

- ⇒ Temperature control maintains temperature, assuring complete combustion while conserving fuel.
- ⇒ Choice of fuels: LP, natural gas, or Fuel Oil.



Specifications Summary

C12-400 Cremation System complete with two burners, secondary chamber, stack, timers, and temperature control

WASTE CHAMBER			INSTALLATION		
Chamber capacity (Type 4 waste-pathological)	400 lbs	181 kg	Must be installed in accordance with local codes and ordinances, subject to regulatory agencies. Outside installation is recommended with a simple metal roof or three-sided metal shelter, providing a minimum of four foot clearance from any combustible roof materials. Minimum of 18" clearance is required for penetration of combustible roof materials. Inside installations may have special insurance requirements. Factory must be advised.		
Chamber volume (approximate)	12 cu. ft.	3.7 cu. m.			
Chamber size (outside)	Width	36"			91 cm
	Height	34"			86 cm
	Length	48"	122 cm		
Door opening	22" x 29"	56 cm x 74 cm	GENERAL Electrical service Standard – 115 volt, 60 HZ, 20 amp Also available – 220 volt, 50 HZ, 10 amp BURNERS LP or Natural gas or Diesel burner with spark ignition and flame safety shut-off. OPERATION 2 manual timers TOTAL WEIGHT 3000 lbs. (approximate) 1361 kg		
Height to door	30"	76 cm			
Height to top of secondary chamber	7'-1"	2.2 m			
Overall dimensions (w/stack)	16'H x 53"W x 61"W	4.9m x 135 cm x 155cm			
Suggested slab size (l x w x thick)	10' x 12' x 6"	3.0 m x 3.7m x 15cm			
STACK					
Dimensions (OD)	14"	36 cm			
Material	14 gauge Aluminized Steel Jacket, refractory lined				
REFRACTORY THICKNESS					
Primary	3.0"(2800F)	7.6 cm			
Secondary	1.5"(2800F)	3.8 cm			
Stack	1.5"(2800F)	3.8 cm			
FUEL RATING			LP	NATURAL GAS	OIL
Upper burner			4.1 GPH	392 CFH	2.5 GPH
Lower burner			3.0 GPH	275 CFH	3.0 GPH
CONSUMED BTU/H WILL BE LESS DUE TO CYCLING OF BURNERS					

* Fuel consumption approximate. Actual fuel use depends on BTU content of waste. Consult factory for retention times or special requirements

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22019 70th Avenue South
Kent, WA 98032

Phone: 253-872-6060
Fax: 253-872-6059

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ACTION ITEM - E

DATE: August 20, 2019
RE: Master Plan for Port Retail Area
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Landscaping along Lower Harbor Road and parking lot caused issues with visibility. Vegetation was removed to increase visibility, safety and security to the public. Rock landscaping replaced the vegetation at this time to enhance the look and to lower maintenance expenses. Adding to the rock landscape can still be done later if desired.
- Board of Commissioners approved maintenance, repairs and some modifications to the parking lot in July 16, 2019 regular meeting:
 1. Installing buffer zone for the entire boardwalk area for pedestrian access.
 2. Installing two stormwater catch basins and two manhole covers in retail parking lot.
 3. Relocating light poles, removing divider islands and asphalt restoration.
 4. Sealcoating and restriping retail parking lot. Restriping to provide more parking spaces.
 5. ADA ramp and sidewalk to Port Office.
 6. Port signage updated with “welcoming sign” (to be approved by Board).
- The above changes coincide with the current Strategic Business Plan. Below is an overview of Port upgrades in the retail area since the approval of the Plan in 2015:
 1. Port Gateway – New Port of Brookings Harbor signs installed on Highway 101 by Curry County and ODOT.
 2. Port Entryways – Existing landscape removed to improve traffic and pedestrian visibility safety and security. Rock landscape installed to help reduce future maintenance cost. Upgrading Port signs.

Port signage updated with “welcoming sign”.
 3. Area 1 – Facility Upgrades (Fish Market / Fish Station). Demolition of dilapidated building between fish station and Pacific Ocean Harvesters. New roof installed on tenant building, Pacific Ocean Harvesters. Fish Station refurbished by South Coast Fishermen Association.
 4. Area 2 – Recreation Improvements / Public Amenities (Boat Launch). Boat launch parking lot reconstructed by Oregon State Marnie Board grant. New boat launch dock ramps install by OSMB grant. New roof installed on public restroom.
 5. Area 3 – Facility Upgrades (Retail Building(s)). Removal of dilapidated buildings between existing retail buildings. Reconstruct sewer tank systems for retail

tenants and public restroom facility. Installed new roof on public restroom.
Repainting main retail buildings.

Installing two stormwater catch basins and two manhole covers in retail parking lot.

Relocating light poles, removing divider islands and asphalt restoration.

Sealcoating and restriping retail parking lot. Restriping to provide more parking spaces.

ADA ramp and sidewalk to Port Office.

6. Area 4 - Recreation Improvements / Public Amenities (Basin 1). Removal of old failing dock piles, installing new coated dock piles, dock reconfiguration and dock repairs completed under FEMA, OEM and State funding.
7. Area 5 – Recreation Improvements / Public Amenities (Concrete Boardwalk).
8. Area 6 – Commercial / Marine Improvements (Receiving Docks and Gear Storage). Installed new receiving dock at BC Fisheries facility with State funding.
9. Area 7 – Facility Upgrades (Green Building). Building earmarked for demolition in 2019. Begin using area for boat and gear storage. Future use to be determined.
10. Pedestrian Travel Routes & Amenity Upgrades.

Installing buffer zone for the entire boardwalk area for pedestrian access.

- Curry County is showing interest to assist the Port on curb appeal and infrastructure to bring in more tourism. Concrete sidewalk along Lower Harbor Road, street and parking lot lighting, relocating overhead power and cable lines, wood boardwalk upgrades, bench barriers along the boardwalk, bike stations, electric car station and more are some of the ideas that might be presented for future Board consideration. Possible funding for these items from new County Lodging Tax and other grants.
- Attached are four different designs and color for a welcoming sign. Port and County Staff chose sign # 9 over the other designs.
- Signposts at Boat Yard entrance should be removed. If this sign were to be used, it could create a blind spot.
- New sign could be installed, similar to the other three retail signs, at the entryway for the Boat Launch Parking Lot. Welcoming sign at the Boat Launch could support all charter boat signs and remove the existing 4'x8' signs currently in place. Port welcoming sign located here would be first visible sign for tourists to see coming down from Highway 101. This would also fit in with Port's Strategic Business Plan entryway upgrade.

DOCUMENTS

- Strategic Business Plan Project Opportunities, 2 pages
- 2019 Annual Update, Strategic Business Plan Table 14 Capital Improvement Plan, 2 pages
- Resolution No. 509, IGA with Oregon Business Development Department, 13 pages
- Resolution No. 275, Exterior Sign Code, 9 pages
- Port Welcoming Sign Designs and samples, 14 pages
- Draft Port Sign at Existing Locations, 1 page
- Draft Port Sign at Boat Launch Parking Lot, 1 page
- Removing Signposts at Boat Yard, 1 page

- 2004 POBH Plan for Pedestrian Access and Viewing (sidewalks along Lower Harbor Road), 1 page

COMMISSIONERS ACTION

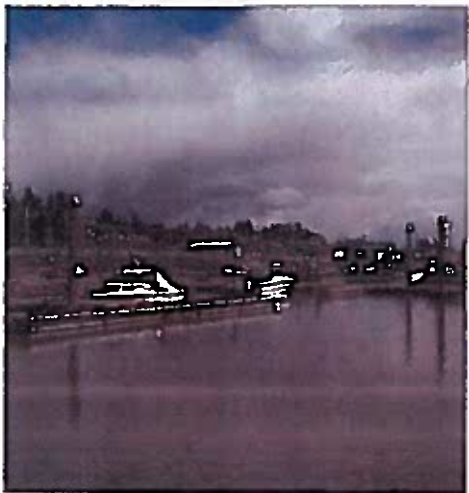
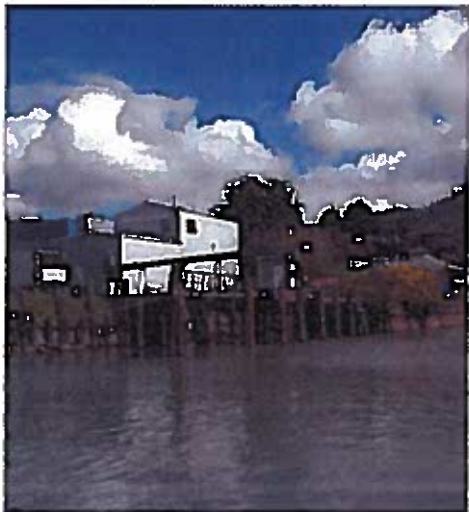
- **Recommended Motion:**
Approve the choice of color and design of "Welcoming Sign" and location(s).



Port of Brookings Harbor Strategic Business Plan

Volume 2. Plan | June 2015

Thanks to the Port of Brookings Harbor, its stakeholders, and community partners for sharing their time and insight in the development of this Strategic Business Plan.



- ① Fish Market + Cleaning Station
- ② Marina Parking Upgrades
- ③ Lease Upgrades
- ④ Float Repairs + Accommodations for Larger vessels
- ⑤ Boardwalk Expansion
- ⑥ Receiving Dock Upgrades / Fish Processing Facility
- ⑦ Commercial Center Upgrade / Renovation
- ⑧ Boatyard Relocation Upgrade
- ⑨ Commercial Marina Enlargement
- ⑩ Long-Term Development Potential
- ⑪ Public - Private Partnership Opportunity
- ⑫ RV Park Development/Improvements
- ⑬ Ongoing Dredging
- ⑭ Facility Upgrades
- ⑮ Recreation Improvements / Public Amenities
- ⑯ Commercial / Marine Improvements
- ⑰ Public - Private Partnership Opportunities
- ⑱ Port Gateway
- ⑲ Pedestrian Travel Routes & Amenity Upgrades
- ⑳ Stormwater Enhancements
- ㉑ Port Entryways
- ㉒ Potential Boat Lift Location
- ㉓ Viewpoint Opportunities



Port of Brookings Harbor Project Opportunities
Curry County, Oregon | Concept Plan - Figure 4 | June 2015



2015 CIP Rank	2019 CIP Rank	Revised NHMP Rank	Capital Improvements	2014 Cost Estimates 1	2019 Cost Estimates	Timeline	2015 Priority	2019 Priority	Priority Project Category	
	1	1	Fuel Dock Access Pad Replacement	Reroute fuel lines; reconstruct slope and concrete pad	\$175,000	2019		High	Commercial / Marina facility upgrade	
6	2	2	Pacific Seafood Receiving Docks	Demolish two existing timber docks and concrete bulkhead; construct concrete dock on both sides of new receiving dock; install concrete pavement; install storm drainage facilities.	\$1,500,000	2019		High	Commercial facility upgrade	
	3	3	RV Park Protection Wall and Facility Improvements	Install protection seawall; demolish existing restroom shower facility, RV office and laundry foundation; construct new facility with RV office, laundry, showers and restroom; construct new pull-thru sites	\$600,000	2019		High	Recreation improvements / public amenities	
	4	4	Stormwater Drainage and Paving Zones 2 Commercial Retail Parking Lot	Sealcoat and overlay	\$54,000	2019		High	Commercial facility upgrade / public amenities	
	5	5	Basin 2 West Embankment Repair - Reconstruction	Embankment repair, via H-pile/concrete section stabilization; install fencing	\$1,250,000	2020		High	Commercial / Marina facility upgrade	
	6	6	Stormwater Drainage and Paving Zones 3 Basin 2 East Parking Area	Stormwater improvements; grind / overlay parking lot; curbs; striping	\$1,080,000	2020		Medium	Commercial facility upgrade / public amenities	
12	7	7	Basins 1 and 2 Dredging	Basins 1 and 2 dredging	\$3,100,000	2021		High	Maintenance	
	8	8	Stormwater Drainage and Paving Zones 4 Basin 2 West Parking Lot and RV Park	Stormwater improvements; grind / overlay parking lot; curbs; striping	\$1,180,000	2022		Medium	Commercial facility upgrade / public amenities	
	9	9	Hallmark Receiving Dock	Demolish existing timber dock; construct concrete dock; install concrete pavement; install storm drainage facilities	\$870,000	2022		High	Commercial facility upgrade	
	10	10	Basin 2 South and East Embankment Repair - Reconstruction	Embankment repair, via H-pile/concrete section stabilization; install fencing	\$2,500,000	2022		High	Commercial / Marina facility upgrade	
4 & 9	11	11	Basin 2 and Transient Docks	Replace old docks from C thru H and N thru P; reconfigure spaces to accommodate larger vessel; upgrade transient dock piles and docks	\$1,500,000	2023		High	Commercial / Marina facility upgrade	
7	12	12	Commercial Center Upgrade / Renovation	Commercial building and site repairs or building third retail building	\$1,500,000	2023		Medium	Commercial facility upgrade / public amenities	
	13	13	Stormwater Drainage and Paving Zones 1 Commercial Storage Area	Stormwater improvements; grading, paving and curbs	\$2,574,000	2024		High	Commercial facility upgrade	
	14	14	Stormwater Drainage and Paving Zones 5 Fishing Pier	Stormwater improvements; grind / overlay parking lot; curbs; striping	\$165,000	2024		Medium	Marina facility upgrade / public amenities	
5	15	15	Boardwalk Expansion / Replacement	Repair / restore piling; secure slope; replace wood planks with concrete surface	\$292,500	2024		Medium	Marina facility upgrade / public amenities	
10	16		Long-term Development Potential	Access condo / mixed-use development potential with drainage improvements including the addition of a canal / bioswale	tbd	Yrs 10-20	Low	Low	Public-private partnership opportunity	
11	17		Development Potential	Examine opportunity site for potential development - hotel / condo	tbd	Yrs 10-20	Low	Low	Public-private partnership opportunity	
3	18		Lease Upgrades	Make commercial building upgrades	tbd (Port to est. SF of new and renovation)	\$150,000	Yrs 1-10	Medium	High	Facility upgrades

8	19	Boatyard Relocation and Upgrade	Acquire new 100-ton straddle hoist (\$600,000), reconstruct sheet pile bulkhead along north and west edge of barge slip, construct new haul-out pier for straddle hoist, regrade and pave work areas and access roads, construct paved transfer road, install fencing, install storm drainage facilities. Dredge for barge slip is not included. See Figure 6	\$14,000,000		Yrs 1-5 Yrs 5-10	High to Medium	Low	Commercial / Marine improvements, 50-ton straddle lift was purchased in 2017 to continue to operate a functional boatyard and provide service to Coast Guard vessels
6	Revised to Rank 2 above	Receiving Dock Upgrades and Fish Processing Facility	Demolish two existing timber docks and concrete bulkhead; construct full-length concrete dock; construct 8,000-SF fish processing facility; install concrete pavement; install storm drainage facilities	\$17,000,000		Yrs 1-5		High	Commercial / Marine improvements, 180ft out of 380ft of receiving dock completed; fish processing completed; some paving and storm drainage completed
12	Revised to Rank 7 above	Ongoing Dredging	Coordinate with Southern Oregon Ports to meet ongoing dredging needs	\$7.20 per cubic yard of dredge material (shared cost between ports and state)		Ongoing	High	High	Maintenance
4	Revised to Rank 11 above	Recreational Marina Improvements	Repair existing floats and make improvements to accommodate large vessels	tbd		Yrs 1-5	High	High	Recreation improvements / public amenities
9	Revised to Rank 11 above	Commercial Marina Expansion	Expand commercial marina and add larger vessel slips	tbd		Yrs 10-20	Medium	High	Commercial / Marine improvements
5	Revised to Rank 15 above	Boardwalk Expansion	Expand existing boardwalk; improve pedestrian amenities and provide public viewing	tbd		Yrs - 6-10	Medium	Medium	Recreation improvements / public amenities
7	Revised to Rank 12 above	Commercial Center Upgrade / Renovation	Commercial building and site repairs	\$1,500,000		Yrs 1-5	Medium	Medium	Facility upgrades
1	Project Completed	Fish Market and Cleaning Station	Upgrade existing buildings to accommodate fish market and cleaning station						Project completed 2017
2	Project Completed	Marina Parking Upgrades	Reconfigure boat launch circulation, grind and overlay parking lot, add curbing and striping, add concrete sidewalks, install stormwater improvements						Project completed 2017

1 Cost estimates are based on similar projects in other locations and are not based on detailed engineering plans or analysis. Final engineering and construction costs may vary.

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

RESOLUTION NO. 509

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF BROOKINGS
HARBOR AUTHORIZING INTERGOVERNMENTAL AGREEMENT WITH OREGON
BUSINESS DEVELOPMENT DEPARTMENT**

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, under the authority in ORS 190.110, this Intergovernmental Agreement ("IGA" or "Agreement") is made by and between the State of Oregon, acting by and through its Oregon Business Development Department ("Department"), and the Port of Brookings Harbor ("Port"); and

WHEREAS, at the direction of key state legislators and the Oregon Business Development Commission, the Department, in Spring 2009, commenced a statewide strategic planning effort in order to determine what the State of Oregon's interest and involvement in Oregon's 23 port districts should be. The result of this process was the "Ports 2010: A New Strategic Business Plan for Oregon's Statewide Port System" (as modified or supplemented from time to time the "Statewide Ports Strategic Plan" or "Plan"); and

WHEREAS, on May 12, 2010, the Infrastructure Finance Authority ("IFA") board unanimously approved the Statewide Ports Strategic Plan. On September 24, 2010, the Oregon Business Development Commission endorsed the Statewide Ports Strategic Plan and adopted the Plan as the Department's policy and guideline for State/Port relations, activities and investments; and

WHEREAS, the Statewide Ports Strategic Plan, published in October 2010, requires that port districts enter into intergovernmental agreements with the Department if they want to receive Department staff support and funding assistance; and

WHEREAS, the Port desires to enter into this Agreement in order to be eligible for coordinated funding programs; state advocacy and support on business development, regulatory and legislative matters; and state supported training and certification programs from the Department; and

WHEREAS, the Department desires to enter into this Agreement to assure that (1) funding for Port projects is tied to state and regional priorities, including key industries; (2) there is a return on investment ("ROI") or acknowledged public benefit for state investments; (3) the Port develops and maintains the ability to operate and maintain its capital facilities; (4) the Port is committed to compliance with state and federal laws; and (5) the Port is held accountable for the proper use of state funds.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Port of Brookings Harbor that the attached intergovernmental agreement 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 19th day of March 2019.

ATTEST:



Joseph K. Speir, Secretary, Board of Commissioners



Richard Heap, Vice Chair, Board of
Commissioners

Intergovernmental Agreement
Establishing a Business Relationship between the
Oregon Business Development Department
and the Port of Brookings Harbor, Oregon

Under the authority in ORS 190.110, this Intergovernmental Agreement ("IGA" or "Agreement") is made by and between the State of Oregon, acting by and through its Oregon Business Development Department ("Department"), and the Port of Brookings Harbor ("Port").

Recitals

A. At the direction of key state legislators and the Oregon Business Development Commission, the Department, in Spring 2009, commenced a statewide strategic planning effort in order to determine what the State of Oregon's interest and involvement in Oregon's 23 port districts should be. The result of this process was the "Ports 2010: A New Strategic Business Plan for Oregon's Statewide Port System" (as modified or supplemented from time to time the "Statewide Ports Strategic Plan" or "Plan").

B. On May 12, 2010, the Infrastructure Finance Authority ("IFA") board unanimously approved the Statewide Ports Strategic Plan. On September 24, 2010, the Oregon Business Development Commission endorsed the Statewide Ports Strategic Plan and adopted the Plan as the Department's policy and guideline for State/Port relations, activities and investments.

C. The Statewide Ports Strategic Plan, published in October 2010, requires that port districts enter into intergovernmental agreements with the Department if they want to receive Department staff support and funding assistance.

D. The Port desires to enter into this Agreement in order to be eligible for coordinated funding programs; state advocacy and support on business development, regulatory and legislative matters; and state supported training and certification programs from the Department.

E. The Department desires to enter into this Agreement to assure that (1) funding for Port projects is tied to state and regional priorities, including key industries; (2) there is a return on investment ("ROI") or acknowledged public benefit for state investments; (3) the Port develops and maintains the ability to operate and maintain its capital facilities; (4) the Port is committed to compliance with state and federal laws; and (5) the Port is held accountable for the proper use of state funds.

Agreement

Section 1: Purpose

This IGA is intended to (a) implement the Statewide Ports Strategic Plan by evidencing the commitment of the Department and the Port to the policies and guidelines set forth in the Plan and (b) provide a description of the roles and responsibilities of and actions to be undertaken by the Department and the Port.

Section 2: Appendix A and Appendix B to the Agreement

Appendix A that is attached to this Agreement sets forth certain representations and facts related to the Port. The Port may update these representations and facts to the Department to the Department through Port Commission resolution or written administrative action, and by posting on the Port's website.

Appendix B that is attached to this Agreement sets forth certain representations and facts related to the Department. The Department may update these representations and facts to the Port by written notice.

Section 3: Port's Acknowledgement

The Port acknowledges that it has read and understands the Statewide Ports Strategic Plan and agrees that it will implement the policies and conform to the guidelines set forth in the Plan. The Port also understands and acknowledges that the Department is relying on the Port's commitment as set out in this Agreement when making any decisions regarding the award of grants, loans, or technical assistance to the Port pursuant to ORS 285A.600-732 and that the Port's compliance with the terms of this Agreement is required for the Port to be eligible for any grant, loan or technical assistance award.

Section 4: Port's Representations

The Port represents and warrants to the Department the following:

4.1 Organization and Existence: The Port is duly and validly organized and in existence as a port under ORS Chapter 777 and a special district pursuant to ORS 198.010(20).

4.2 Authority: The Port has full legal right, power, and authority to execute and deliver this Agreement and to incur and perform its obligations hereunder.

4.3 Authorization: The Port's execution and delivery of this Agreement have been duly authorized by the Port's governing body in accordance with applicable law and the Port's requirements for filing public notices and holding public meetings, and it has been duly executed and delivered on behalf of the Port by an authorized officer of the Port.

4.4 Enforceability: This Agreement constitutes the legal, valid and binding obligation of the Port, enforceable in accordance with its terms.

4.5 No Breach or Violation: The authorization, execution and delivery of this Agreement by the Port and the performance by the Port of its obligations hereunder will not result in any breach or default, nor has the Port received notice of any claimed breach or default, under any of the terms of any State of Oregon loan or grant agreement. Nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Port was created or established, or any laws, rules, regulations, ordinances, orders, resolutions, loan agreements or court orders to which the Port or its properties or operations is subject.

4.6 Continuing Representations: The representations and warranties of the Port contained herein are true on the Effective Date of this Agreement and will remain true at all times thereafter until the final performance, observance and discharge of all duties, covenants, agreements and obligations of

the Port under this Agreement, except that the representations of the Port contained in Appendix A may be updated by the Port from time to time by written notice to the Department.

Section 5: Conditions Precedent to this Agreement

This Agreement is not effective until the date (“Effective Date”) that this Agreement is fully executed and has received all required approvals, and the following have been delivered to the Department, in form and substance satisfactory to the Department and its counsel:

5.1 A copy of the organizational documents of the Port certified by an authorized officer of the Port as being a true and complete copy; and

5.2 A certified copy of the meeting minutes, resolution or ordinance documenting the official action of the Port authorizing the execution, delivery and performance of this Agreement, which must also be posted on the Port website not more than 90 days after approval by the Port Commission.

Section 6: Roles, Responsibilities & Commitments of the Department

The Department, in order to fulfill the recommendations of the Statewide Ports Strategic Plan, agrees to undertake the following implementation actions:

6.1 **Revise State Ports Program Institutional Structure:** The Department shall restructure its Ports Program so as to promote the coordination of State/Port-related functions. In the short-term (defined as up to three years), the Department shall endeavor to establish memoranda of understanding with other relevant State agencies to obtain commitments for assistance with the Port Program. Over the longer-term (three to ten years), the Department shall use good faith efforts to provide additional technical assistance including coordination for environmental compliance, regulatory agency reviews, and permitting on major Port projects requiring environmental review.

6.2 **State and Federal Coordination:** The Department shall continue to provide federal coordination assistance on funding requests and regulatory and permitting issues. The Department will use good faith efforts to include, in any memoranda of understanding described in Section 6.1 above, ways to streamline permitting and regulatory processes where practical, while also supporting regional efforts aimed at accomplishing the same goal with federal agencies. The Department will cooperate with the Oregon Public Ports Association (“OPPA”) to convene the cargo ports to discuss and identify priorities for marine transportation system navigation improvements, dredging, and jetty repairs and coordinate federal funding requests based on those priorities to the Oregon congressional delegation.

6.3 **Capital Facilities Plan:** To assist ports with their capital facilities funding needs, the Department will work with OPPA and the ports to create a six-year state-wide Capital Facilities Plan (“CFP”) identifying the top state-wide priorities for state funding and existing funding sources as well as any shortfall of funds for projects. The projects will be based on rankings developed by a committee appointed by OPPA with Department participation and separated into small/medium and large port categories. The CFP will be updated every biennium.



6.4 Funding of Port by the Department: OPPA and the Department shall establish eligibility criteria for any Port request(s) for funding by the Department. The criteria include but are not limited to the following:

6.4.1 The Port's compliance with the terms of this Agreement.

6.4.2. Whether the Port has submitted and received approval from the Department for periodic updates to its Strategic Business Plan based on a Department template.

6.4.3 Whether the Port has a current basic Capital Facilities Plan identifying its capital project priorities as described in Appendix A, in form and substance acceptable to the Department.

6.4.4. Whether the Port has complied with the terms of any loan agreements or other funding agreements between the Port and the Department or any other agency of the State of Oregon.

The Port understands and acknowledges that it may not be awarded funding it seeks due to: lack of funds, the Port not in compliance with Department loan agreements, or as the result of an underwriting analysis done by the Department at the time of the Port's application for funding. This Agreement is not a commitment by the Department to provide the Port with any funding.

6.5 Training Program: Working with OPPA and the Special Districts Association of Oregon ("SDAO"), the Department will seek to identify appropriate training programs and opportunities for Port Commissioners, Port CEOs, and other Port employees.

Section 7: Roles, Responsibilities & Commitments of the Port

While the Port is responsible for managing its assets and liabilities, to fulfill its obligations under this Agreement, the Port agrees to implement the following required policies, plans and programs:

7.1 Port Plan: The Port shall adopt a Strategic Business Plan and a Capital Facility Plan (collectively and individually without distinction, the "Port Plans"), and periodically update them every five years or more often if required by circumstance. The Port Plan must be consistent with the templates included in the Statewide Ports Strategic Plan. The Department will provide funding assistance to support those planning efforts set forth in Appendix A, subject to the availability of funds, the Department's approval of Port's application, the requirements of program rules, and the execution of a funding contract. The Port shall identify one or more core functions that the Port provides and current and new industries and economic development that the Port expects to support and promote. Targeted industries in the Port's Strategic Business Plan must be consistent with the Department's identified key industries list or regionally important industries identified in the Port's Strategic Business Plan.

7.2 Planning Process: When preparing or updating its Port Plans, which must occur not less than every five years, the Port shall prepare, distribute and publicize a work program and schedule for the planning process. The work program must identify specific opportunities for government stakeholders, residents of the district and Port businesses and tenants to submit to the Port verbal and written comments on the draft interim and final components of the Port Plans. The Port Plans must also identify links to the Department's key industries or regionally important industries, including new or emerging industries, which the Port's activities or facilities support.

7.3 Plan Amendment: The Port may amend its Port Plans in response to unforeseen business opportunities or circumstances. Any amendments to Port Plans in response to unforeseen business opportunities or circumstances must be consistent with the requirements of this Agreement, must be copied to the Department in writing or by email, and posted on the Port's website.

7.4 New Business Opportunities: The Port will evaluate opportunities for new business in the marketplace for suitability based on the Department key industry list and the regionally important industries identified in the Port's Strategic Business Plan. To qualify for Department funds to attract a new business, the Port shall verify the existence and viability of the market for the proposed new business opportunity by conducting a market feasibility study or providing other research and analysis, subject to review and approval by the Department, that shows the business opportunity is consistent with the Port's Strategic Business Plan.

7.5 Statewide Capital Facilities Plan: As stated in Section 6.3 above, the Department has committed to supporting the creation of a Statewide CFP for ports in coordination with OPPA. The Port will participate in the preparation of the CFP and its updates as requested by OPPA or the Department or both.

7.6 Governance: The Port shall [*if policies not yet adopted:* adopt,] maintain and enforce governance policies, both for the Port Commission and for Port staff and operations, that are consistent with best management practices; both of which must comply with state ethics laws pertaining to conflict of interest and fiduciary responsibilities.

7.7 Training: The Port will work to ensure that newly elected Port Commissioners undergo the general board training provided by SDAO and any specialized training provided through OPPA by adopting policies on board and staff training. Ongoing board training and other training opportunities for sitting Port Commissioners and the Port CEO should be encouraged, to remain current on statutory and policy changes (see Appendix A).

7.8 Audited Financial Statements: The Port shall promptly notify the Department of any delay beyond one calendar week of its applicable filing date for submitting audited annual financial statements to the Oregon Secretary of State's Office.

Section 8: Reporting Requirements

8.1 New Department Programs: The Department shall, from time to time, update the Port on the implementation of any new programs.

8.2 Reports: The Port shall comply in a timely manner with all reporting requirements set forth in its funding agreements with the Department. Further, within 180 days of the end of its fiscal year ending each June 30, the Port shall provide to the Department, on a consolidated basis, in a format approved by the Department, (1) a progress report regarding the status of all projects funded by state grants or loans and (2) an itemization of all expenditures made in the fiscal year for all state grants and loans.

8.3 Notification of Meeting Dates: The Port shall post the dates of commission meetings and other public meetings on its website.

8.4 Plan Changes: The Port shall provide the Department with draft plan changes and components for all planning and marketing programs (such as its Port Plans) to allow for review and comment before adoption.

Section 9: General Terms

9.1 Term; Termination: The term of this Intergovernmental Agreement commences on the Effective Date of this Agreement and ends on the anniversary of the Effective Date; provided however that this Agreement renews automatically unless either party gives to the other notice at least thirty (30) days prior to the current applicable anniversary.

This Agreement may be terminated by written mutual consent of the parties. In addition, this Agreement may be terminated by either party with not less than ninety (90) days' written notice to the other party.

Termination of this Agreement does not terminate any other agreement between the Department and the Port unless the other agreement expressly so provides.

9.2 Notice: All notices to be given under this Agreement must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may be mailed, postage prepaid, which become effective five calendar days after mailing. Notices may be personally delivered, which become effective upon actual delivery. Notices may be emailed, which become effective upon verification of receipt of email.

Notices to Department:

Oregon Business Development Department
775 Summer Street N.E., Suite 200
Salem, OR 97301-1280
(Attention: Dave Harlan, Ports Program Manager)
Facsimile Number: (503) 581-5115

Notices to Port:

Port of Brookings Harbor
(Attention: Port Manager)
P.O. Box 848
Brookings, OR 97415
portmanager@portofbrookingsharbor.com
Facsimile Number: (541) 347-4645

9.3 No Third Party Beneficiaries: Department and the Port are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or is to be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

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

9.5 Successors and Assigns: This Intergovernmental Agreement inures to the benefit of and is binding upon the Department and the Port and their respective successors and permitted assigns. Port shall not assign or transfer any interest in this Agreement without the prior written approval of Department.

9.6 Amendments: This Intergovernmental Agreement may be amended only by an amendment signed by both parties. No waiver or consent becomes effective unless in writing and signed by the party against whom enforcement is sought.

9.7 Severability: In the event any provisions of this Intergovernmental Agreement are held invalid or unenforceable by any court of competent jurisdiction, such holding does not invalidate or render unenforceable any other provisions hereof.

9.8 Headings: All headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

9.9 No Construction against Drafter: Both parties acknowledge that they are each represented by and have sought the advice of counsel in connection with this Agreement and the transactions contemplated hereby and have read and understand the terms of this Agreement. The terms of this Agreement are not to be construed against either Party as the drafter hereof.

9.10 Governing Law: This Agreement is to be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

9.11 Counterparts: This Agreement may be executed in several counterparts, each of which constitutes an original and all of which when taken together constitutes one agreement binding on all parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives. The Port, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



OK
4/2/19

STATE OF OREGON
acting by and through the
Oregon Business Development Department

By: Chris Cummings
Chris Cummings, Assistant Director
Economic Development

Date: 4-2-19

PORT
of
BROOKINGS
HARBOR



PORT OF BROOKING HARBOR

By: Richard Heap
Richard Heap, Commission Vice-Chair

Date: 3-21-2019

RECEIVED
MAR 29 2019
BUSINESS OREGON

APPENDIX A - Port

Section 1. Port Contact Person. The Port's contact person for this Agreement is the Port Manager.

Section 2. Certain Representations of the Port.

2.1 The governing body of the Port is the Board of Commissioners, comprised of five members, who are elected for four (4) year terms. Two (2) commissioners appear on the general election ballot every 4th year, and three (3) commissioners appear on the ballot every 4th year. The chief [executive] [operating] officer of the Port is the Port Manager.

2.2 The Port's primary business lines include: marine facility operations and management, community and economic development and navigation channel maintenance advocacy. The Port's activities and facilities support: water transportation, commercial and recreational fishing, local farming, food processing and distribution, entrepreneurial activities, and tourism/recreational industries.

Section 3. Additional Eligibility Criteria for Streamlined Funding Process. Below are additional eligibility criteria to streamline the process for review of the Port's request(s) for funding by the Department:

3.1 **Commitment to Implement Strategic Plan:** The Port shall demonstrate good faith efforts to follow and implement its adopted Strategic Business Plan, including as demonstrated by activities listed in its adopted annual budget.

3.2 **Governance Policies:** The Port will maintain and adhere to a Commission Governance Policy clearly defining the roles and responsibilities of the commission and staff. The adopted policies are based on Special Districts Association of Oregon (SDAO) recommended policies. Policies include measures to protect the Port against breach of policies by elected officials or staff.

3.3 **Capital Facilities Plan:** To comply with the requirement in 6.4.3 regarding a current Capital Facilities Plan, the Port shall develop and maintain a Capital Facilities Plan (CFP) as described in its June 2015 adopted Strategic Business Plan. Site-specific capital facilities plans may be developed as components of the Port's overall CFP. The Port will routinely review and update its CFP as part of its annual budget process.

3.4 **Best Management Practices:** The Port shall adopt appropriate best management practice policies, as outlined in the Financial Plan section of its adopted Strategic Business Plan; review, update and adopt appropriate environmental management policies for its activities and facilities, including Port lease policies and documents.

Section 4. Department's Funding Assistance for Port Planning Efforts. Consistent with item 7.1 of this IGA, the Port may seek to submit funding applications for up to two planning efforts for the following projects listed below per biennium, contingent on the availability of funds. Consideration may be given for funding additional projects for unanticipated opportunities

Section 5. Training. The Port shall require that its Commissioners, CEO and at least one other employee undergo SDAO or other approved training in accordance with the following schedule:

All newly elected or appointed Commissioners shall participate in relevant SDAO board training within one (1) year of their election or appointment. All sitting Commissioners will participate in recurring training at least once per term. The Executive Director and (designated assistant manager) will participate in port-specific training at least once a year. Training requirements can be met through participation in SDAO programs, OPPA meetings, or other appropriate training sessions or meetings. Port Commissioners and other staff will be encouraged to participate in additional training and development activities according to the Port's Training and Development policy.

Section 6. Priority Tasks involving the Department. The Port intends to pursue the following priority tasks with Department assistance within 24 months. This list may be updated at any time upon mutual written agreement of the Port and the Department.

TASK	TIMELINE
Fuel Dock Ramp and Slope Reconstruction	Winter 2019
Pac Choice Receiving Dock Rebuild	Winter 2020
RV Park Facility Reconstruction	Summer/Fall 2020
Basin 2 Slopes Repairs-Reconstruction	Winter 2021
Dredge Basins 1 & 2	Oct – Dec 2021, Jan – Feb 2022
Paving Gear Storage – Stormwater Improvements	Fall 2022
Tasks subject to change due to FEMA disaster relief and/or INFRA Grant award	

APPENDIX B - Department

Section 1. Department Contact Person. The Department's Ports Program Manager (Dave Harlan, or other designated staff) will serve as the Department's contact person for this Agreement.

Section 2. Notifications of Meeting Dates and Plan Changes. The Department shall regularly update the Port on public or Oregon Business Development Commission meetings. On request, the Department shall, in a timely manner, provide examples to the Port of components for all planning and marketing programs (such as the Strategic Business Plan, marketing plans and capital facilities plans) during any changes/updates.

Section 3. Training. On request, the Department shall, in a timely manner, identify or confirm training opportunities for Port elected officials, the Port Manager and other Port staff that will assist the Port in meeting the training requirements of this Agreement.

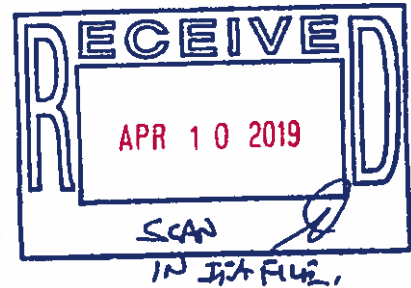
Section 4. Best Practices Handbook. The Department shall identify and distribute Best Management Practices policies, examples and related training opportunities to the Port.

Section 5. Federal Advocacy: The Department will continue to provide good faith advocacy and assistance to the Port on federal navigation channel operations and maintenance and other port-related federal policies and funding opportunities.

Section 6. Project Coordination: The Department will provide good faith project coordination with other state and federal agencies as requested by the Port.

April 4th, 2019

Richard Heap, Commission Vice-Chair
Port of Brookings Harbor
c/o Gary Dehlinger
16330 Lower Harbor Rd
PO Box 848
Brookings, OR 97415



Dear Mr. Heap:

Thank you for returning the signed original Intergovernmental Agreement,
Enclosed please find an executed original for your project file.

Should you have any questions, please do not hesitate to contact Dave Harlan, Port Manager at
503-986-0065 or email to: dave.harlan@oregon.gov.

Sincerely,

David C Sell

David Sell, Administrative Assistant
Business Oregon

Enclosure

C: File

97

RESOLUTION NO. 275

A Resolution of the Port of Brookings Harbor
the Exterior Sign Code

WHEREAS, the Port of Brookings Harbor Board of Commissioners has determined that a uniform exterior sign code is necessary to promote the safety, welfare, and aesthetic well-being of property owned by and rented by the Port of Brookings Harbor to various tenants,

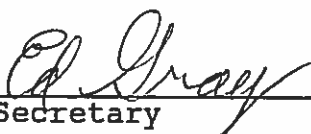
NOW, THEREFORE, IT IS HEREBY RESOLVED:

That the Exterior Sign Code attached hereto and incorporated by reference herein, shall constitute the applicable law for the erection, maintenance, and removal of signs existing in connection with Port of Brookings Harbor real property.

ADOPTED by the Port of Brookings Harbor Board of Commissioners on the 19th day of March, 1996.



President



Secretary

PORT OF BROOKINGS/HARBOR EXTERIOR SIGN CODE

SECTIONS:

- 10 DEFINITIONS
- 20 PURPOSE
- 30 APPLICATION
- 40 THEME
- 50 CRITERIA
- 60 EXEMPT SIGNS
- 70 SIGNS EXPRESSLY PROHIBITED
- 80 NON CONFORMING SIGNS
- 90 TERMINATION OF SIGNS BY ABANDONMENT
- 100 VARIANCES
- 110 APPEALS

10 DEFINITIONS. The following definitions apply to material and subjects addressed specifically within.

ALTER - Any changes excluding content, and including but not limited to size, shape, method of illumination, position, location, materials, construction, or supporting of a sign.

ARC - Architectural Review Committee

BENCH SIGN - A sign placed on a bench and not attached to any building.

BUSINESS - A commercial or industrial enterprise.

CONTINUOUS STRING DEVICES - A series of flags, banners, pennants other devices designed to move in the wind, that are attached along a string, wire or cable.

EXTERIOR SIGNS - Signs that are attached to the exteriors of a building or to transparent surfaces such as glass doors or windows so as to be visible from outside the building, or any other sign visible from outside the building.

FACADE - The front of a building as determined by the customer entrance, from the ground or street level to the roof line or top of the marquee, whichever is higher.

FIXED BALLOON- Any lighter-than-air device attached by a rope or tether to a fixed place.

FREE STANDING SIGN - A sign erected on a frame or poles and not attached to any building.

GRAPHICS - Art work and/or lettering.

LETTER BOARD - See READER BOARD

MARQUEE - A non-movable roof-like structure which is self draining.

NON CONFORMING SIGN - All signs existing on the effective date of this code that do not conform with the provisions of this code.

PILING - A structure of pieces of timber or material having the appearance of timber, placed in the ground to carry a vertical load.

PORT - The Port of Brookings/Harbor and/or the Port commissioners, manager and designated representatives.

PREMISES - Leased property on which the business operates.

PUBLIC AREA - Any area designated for use by the port as a right-of-way, walkway, boardwalk, rest area, driveway, roadway, or other use that is intended to be clear of obstructions.

READER BOARD - A sign with changeable letters by either electronic or manual means.

SANDWICH BOARD - A one or two sided A frame type sign that is not fastened to the ground or any structure.

SIGN - Any notice or advertisement, pictorial or otherwise, including the supporting structure, used as an outdoor display for the purpose of advertising a business along with its goods and services.

SIGNAGE - Any sign or combination of signs used by a business.

SIGN, PUBLIC - A sign erected by a public officer or employee in the performance of a public duty which shall include, but not be limited to, motorist, informational signs and warning lights. Signs on public buildings and/or giving direction to public facilities.

WALL GRAPHICS - Included but not limited to any mosaic, mural or painting or graphic art technique or combination or grouping of mosaics, murals, or paintings or graphic art techniques, applied, implanted or placed directly onto a wall or fence.

WIND SIGN OR DEVICE - Any sign or device in the nature of banners, flags, balloons, or other object fastened in such a manner as to move upon being subject to pressure by wind or breeze.

20 PURPOSE. The purpose of the sign code is to integrate the advertising needs of the businesses located at the Port of Brookings Harbor with the overall safety and aesthetic needs of the Port. The intent of the code is to establish a degree of uniformity in signage while allowing for individual creativity, thus promoting a visual environment which will be aesthetically pleasing and inviting to the consumer, enhance the natural attractiveness of the area and generate more activity for all of the Port businesses. The object of a sign is to identify the business name and type of product or service offered for sale. This code is further intended to encourage signs that:

- A. Protect the Port from sign clutter;
- B. Protect the public's ability to identify users and premises without confusion.
- C. Eliminate unnecessary distractions which may jeopardize pedestrian or vehicular traffic safety;
- D. Are as small in size and few in number as is consistent with their purpose of communicating identification and essential information;
- E. Protect the right of the public to be directed, warned, advised and informed;
- F. Possess a satisfactory aesthetic effect and pleasing elements of design that relate to the form, proportion, material, surface treatment and location; and
- G. Assure the maintenance of signs.

30 APPLICATION. For signs on any real property in which the Port owns an interest, a sign application must be approved before any sign (except those specifically exempted), is erected, placed, painted, constructed, carved or otherwise given public exposure. Sign applications shall be filed with the Port on an appropriate form in a manner prescribed by the Port. A sign approval shall be issued only after a determination by the Port that the proposed sign is in compliance with all provisions of this section. Each business requesting a sign pursuant to this document shall submit an application to the Port which shall include:

- A. A scale drawing of the proposed sign including dimensions of both the sign and the building or structure to which it will be affixed.
- B. A description of the materials and colors to be used in the construction of the sign.
- C. A drawing of the placement of the proposed sign at the business location.

40 THEME. The overall environment at the Port naturally promotes a nautical theme. All exterior signage therefore should carry out this theme by relating to the area of the Port of Brookings Harbor and its activities including but not limited to themes about the ocean, fishing, boating, or other seaport village activities.

50 CRITERIA. All signs shall be of a professional quality and be maintained to a professional appearance. Exterior signs must comply with the following regulations:

- A. **Materials:** The materials permitted for signs are wood, metal, polymer material, stained glass and ceramics. Paper and/or neon signs are not allowed as permanent exterior signs.
- B. **Graphics:** These shall be clear, legible, follow the Port theme and be of a professional quality.
- C. **Colors:** Colors of exterior signage must receive approval from the Port. Colors not recommended are fluorescent, day-glo type colors.
- D. **Size:** The area of a sign is determined by the area of the circle or rectangle required to contain it.

1. Exterior Building Signs

- a. **Roof Mounted Signs.** No sign shall be placed on the top of the roof ridge of a building or on top of a facade or marquee. No part of any sign shall extend above the roof ridge or highest part of the roof. Roof signs must conform to criteria outlined in this code and shall be considered in the total signage allotment for a business.
- b. The size and total area of allowed front exterior signs shall be determined by the facade area of the building. Each building shall be allowed a total exterior signage area for the front equal to 10% of the facade area of the building. Exterior facade signage may not exceed a total of seventy (70) square feet regardless of the size of the facade.
- c. Each building may be allowed additional exterior signage area for the sides or rear of a building with Port approval. These additional signs shall not exceed 10% of the area of the side or rear of the building on which the sign is located. Exterior signage for the sides or rear of a building may not exceed a total of seventy (70) square feet regardless of the size of the sides or rear of the building.

d. The total exterior signage of any building, including the facade, roof, and any freestanding sign as may be approved, shall not exceed 140 square feet.

e. The total exterior signage area for a building shall not be affected by the number of businesses located in the building. The business owner or primary leaseholder, if the building is owned by the Port, is ultimately responsible for allocating this allowed area to the businesses located therein and for insuring compliance of signage limitations in the case of multiple businesses being located in a building.

f. All exterior building signs shall be flush-mounted parallel to or painted on the exterior wall of the building.

2. Free Standing Signs.

a. Businesses abutting Lower Harbor Drive and Boat Basin Road may be allowed one (1) free standing sign identifying the business. This sign, if approved, must be located on the premises. Such sign shall not exceed 12 feet in height and shall be limited to a total area of 40 square feet per business and shall be considered part of the businesses total facade signage area. If both sides of a double sign are of the exact same design then only one side will be included in the area of that sign. The sign shall be mounted on at least one (1) pilings with two (2) to three (3) more non-supporting poles per side to make the sign resemble a dock piling. The sign shall be placed in a planter or landscaped area designated by the Port. The sign shall not project over any property line or project into a public area.

b. Light from a free standing sign shall be directed away from a residential area and any abutting street.

3 Sandwich Board and A-frame Signs. A temporary sandwich board or A-frame sign may be allowed for a period up to 90 days per year pursuant to review and approval of the Port Manager provided the following conditions are met:

a. Only one (1) such sign per applicant business may be allowed and shall not exceed two (2) feet in width and four (4) feet in height.

b. Each sign must be professionally made and must be kept clean and in good repair. Each sign must be sufficiently weighted at the bottom to prevent being toppled by the wind.

c. Signs shall be displayed only at such times as the business they are intended to identify is open for business. Signs are limited to displaying the business name/logo, "open" and description of the business type. Such signs shall not be placed in a public right of way.

4. Decorative Banners. Decorative banners and flags, excluding local, state or national flags, may be displayed only if they are not torn, faded, or frayed.

5. Bench Signs Bench signs in the Port shall be leased from the Port on benches and sign blanks provided by the Port at sites designated by the Port. Signs will not be permitted on boardwalk benches.

6. Monument Signs. For businesses not abutting Lower Harbor Drive, one (1) free standing monument sign may allowed for each cluster of up to four (4) businesses having a common parking area. Such sign shall not exceed 12 feet in height and shall be limited to a total area of 48 square feet, with no business having more than 12 square feet of sign area. The sign shall be mounted

between two (2) pilings with two (2) to three (3) more non-supporting poles per side to make the ends of the sign resemble a dock piling. The sign shall be placed in a planter or landscaped area designated by the Port. The sign shall not project over any property line or project into any public area. The site of such monument signs shall be chosen by the Port and such signs constructed by the Port to accommodate sign blanks of eight feet in length by 18 inches in height (8' x 18"). The Port will erect the structure for the signs and each business requesting to place a sign on the structure will be responsible to provide and maintain its sign. These signs shall not be included in calculating the total signage allotted each business.

7. Fixed Balloons. Upon application and approval by the Port, a business may display a fixed balloon for a period not to exceed 30 days per application.

60 EXEMPT SIGNS. The following signs and devices shall not be subject to the provisions of this code.

- A. Memorial tablets, cornerstones, or similar plaques not exceeding six (6) square feet.
- B. Temporary signs for events of a general port-wide civic benefit.
- C. Temporary, non-illuminated real estate or construction signs provided that said signs are removed within 72 hours from sale, lease or rental of the property, or the completion of the construction project. The following standards shall apply to signs:
 - 1. One (1) non-illuminated temporary sign 18 inches by 24 inches shall be permitted for the lease, rental, or sale of a property.
 - 2. One (1) non-illuminated temporary sign 18 inches by 24 inches shall be permitted for the identification of the contractors working on the construction or remodeling of a building.
- D. Temporary signs for new businesses, for a period not to exceed 30 days.
- E. Paper signs that serve as a notice of a public meeting or event that shall be removed after such meeting is held.
- F. Small informational signs related to the operation of a business, such as "open/closed" signs, credit card signs, rating or professional association signs, and signs of a similar nature, provided said signs do not exceed three (3) square feet in area per sign, and no more than four (4) in number for any individual business on any parcel of property, with no more than 9 square feet in total signage area for such signs per business.
- G. Signs placed by state or federal governments for the purpose of identifying public works projects or publicly funded and/or sponsored projects, designed to fulfill the requirements of state or federal funding agencies.
- H. Nameplates indicating the name, and/or address of the occupant of a moorage provided it does not exceed 72 square inches.
- I. Interior signs not placed in the window or placed to be visible from outside of the building.
- J. Wall Graphics or Murals that do not contain any reference to the business or its products, either expressly or by common association and is displayed purely for the enjoyment of the public can be granted an exemption from the requirements of this code if the art is approved by the Port after an

application has been submitted by the artist responsible before making the project. The Port encourages the use of tasteful art that promotes the theme of the Port of Brookings Harbor. In considering these applications, the ARC can rule on and set requirements on matters including but not limited to appropriateness of subject matter, location, scale, colors, quality and aesthetics.

K. Incidental signs displayed strictly for a direction, safety, or the convenience of the public, including but not limited to signs that identify restrooms, public telephones, parking area entrances and exits, rules pertaining to Port expectations are allowed, except that they will only be as large as necessary, uniform in design and graphic, and of a color in harmony with the surroundings and theme of the port; Individual signs in this category shall not exceed 3 square feet in area.

70 SIGNS EXPRESSLY PROHIBITED. The following signs and devices are expressly prohibited.

A. Sandwich board or "A" frame except as provided in Section 50 D.3. , banners, flags and pennants except as provided in Section 50 D.4., other portable signs of any nature, continuous string devices, and paper signs except as may be provided in section 60.

B. Billboards or off-premise advertising signs not erected by the Port, wind signs.

C. Signs which contain any flashing, blinking or moving letters, characters or other elements, rotating or otherwise movable signs.

D. Vehicle signs, except for standard advertising identification markings which are permanently or magnetically attached to or printed on a business or commercial vehicle.

E. Reader boards.

F. Political signs.

G. No signs, as provided in section 60 shall project into the public right-of-way to a distance of less than two (2) feet from the face of curb or in the case where no curb exists, no less than two (2) feet from the edge of the pavement, and no such projecting signs shall be installed to a height of less than seven (7) feet six (6) inches clearance from grade thereunder or top of the grade to the lowest point of said sign.

H. In no case shall any sign:

1. Be animated, audible, rotate or have intermittent or flashing illumination.
2. Be erected in a public easement or right-of-way.
3. Be erected so as to prevent free ingress to or egress from any door or window, or any other exit way required by the current edition of the Oregon State Structural Specialty Code and Fire and Life Safety Regulations, 1985 edition.
4. Be attached to any public utility pole, or structure, light pole, lamp, lamp post, tree, fire hydrant, bridge, curb, or sidewalk located on Port property.
5. Be attached to a stand pipe, gutter, drain, or fire escape, nor shall any sign be erected so as to impair access to the roof .

6. Be erected in any location where, by reason of its location will obstruct the view of any authorized traffic sign, signal, or other traffic control device. Nor may any sign, by reason of its shape, position or color, interfere with or be confused with any authorized traffic signal, sign or device. Further, no sign shall be erected in a location where it will obstruct vision of the public right-of-way to the vehicle operator during ingress to, egress from, or while traveling on, said public right-of-way.
7. Be painted on or attached to any fence, except as provided in section 60 I and L.
8. Operate or employ any stereopticon or motion picture projection or media in conjunction with any advertisements, or have visible moving parts or any portion of which moves or gives the illusion of motion except as otherwise provided in this code.

80 NON CONFORMING SIGNS. All signs existing on the effective date of this code and not conforming with the provisions of this section are deemed non conforming signs except as provided in Section 60.

A. No non conforming sign, except as provided in Section 80 B, shall be changed, expanded or altered in any manner which would increase the degree of its nonconformity, or be structurally altered to prolong its useful life, or be moved in whole or in part to any other location where it would remain non conforming.

B. All non conforming signs existing on the effective date of this code may remain in use for five (5) years under the following conditions:

1. Until the business for which it advertises has been abandoned in accordance with Section 100 below.
2. The sign remains in good operating condition.
3. The sign is not currently , or likely to become, a hazard to traffic, pedestrians or property.

C. Termination of Non conforming Signs.

1. Immediate termination. Non conforming signs which advertise a business no longer conducted or a product no longer sold on the premises where such sign is located shall be removed within 60 days after the effective date of this code, except as otherwise expressly permitted by this section. Termination of the nonconformity shall consist of removal of the sign or its alteration to eliminate fully all non conforming features.

2. Termination by damage or destruction. Any non conforming sign damaged or destroyed by any means, to the extent of one-third (1/3) of its replacement cost new shall be terminated and shall not be restored.

3. Any non conforming sign not terminated pursuant to any other provision of this code shall be removed within 5 years following adoption of this code.

90 TERMINATION OF SIGNS BY ABANDONMENT.

A. Any sign advertising or relating to a business on the premises on which it is located, which business is discontinued for a period of 90 consecutive days, regardless of any intent to resume or not to abandon

such use, shall be presumed to be abandoned and all such signage, whether conforming or non conforming to the provisions of this code shall be removed within said 90 days. If a conforming free standing sign the graphics only may be removed. Any period of such non continuance caused by government actions, strikes, materials shortages, or acts of God, and without any contributing fault by the business or user, shall not be considered in calculating the length of discontinuance for purposes of this subsection.

B. An extension of time for removal of signage of an abandoned business, not to exceed an additional 90 days, may be granted by the Port upon an appeal filed by the legal owner of the premises or the person in control of the business.

100 VARIANCES.

A. **GENERALLY.** When practical difficulties, unnecessary hardships or results inconsistent with the general intent and stated purpose of this ordinance occur by reason of the strict application of the standards set forth in these regulations, a sign variance may be requested by the legal owner of the premises or the person in control of the business.

B. **APPLICATION.** A request for a sign variance shall be made by submitting such request in writing to the Port, along with all supporting documentation pertinent to the situation, such as maps, photographs or sketches. The request for variance shall be set for review on the earliest available meeting date of the ARC. The hearing may be continued from time to time.

C. **REQUIRED FINDINGS.** The ARC must make the following findings in order to approve a sign variance:

1. The strict application of the standards contained in this sign ordinance deprive's the applicant's property of privileges enjoyed by other property owners in the same vicinity and under identical use classification due to special circumstances applicable to the property including size, shape, topography, location or surroundings; and
2. The variance does not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity with the same use classifications as the subject property; and
3. The authorization of the variance shall not be materially detrimental to the purpose of this code, be injurious to property in the same zone or vicinity in which the property is located or be otherwise detrimental to the objectives of any Port development plan or policy; and
4. The variance request is the minimum variance from the provisions and standards of this code which will alleviate the hardship.

110 APPEALS.

A. Any person aggrieved by an action of the ARC, may make an appeal of that decision. Appeals of decisions made by the ARC shall be submitted in writing to the Port for review by the Port Commissioners. Decisions of the Port Commissioners are final.

#1



#2



#3



#4



#5



#6



#7



#8



#9



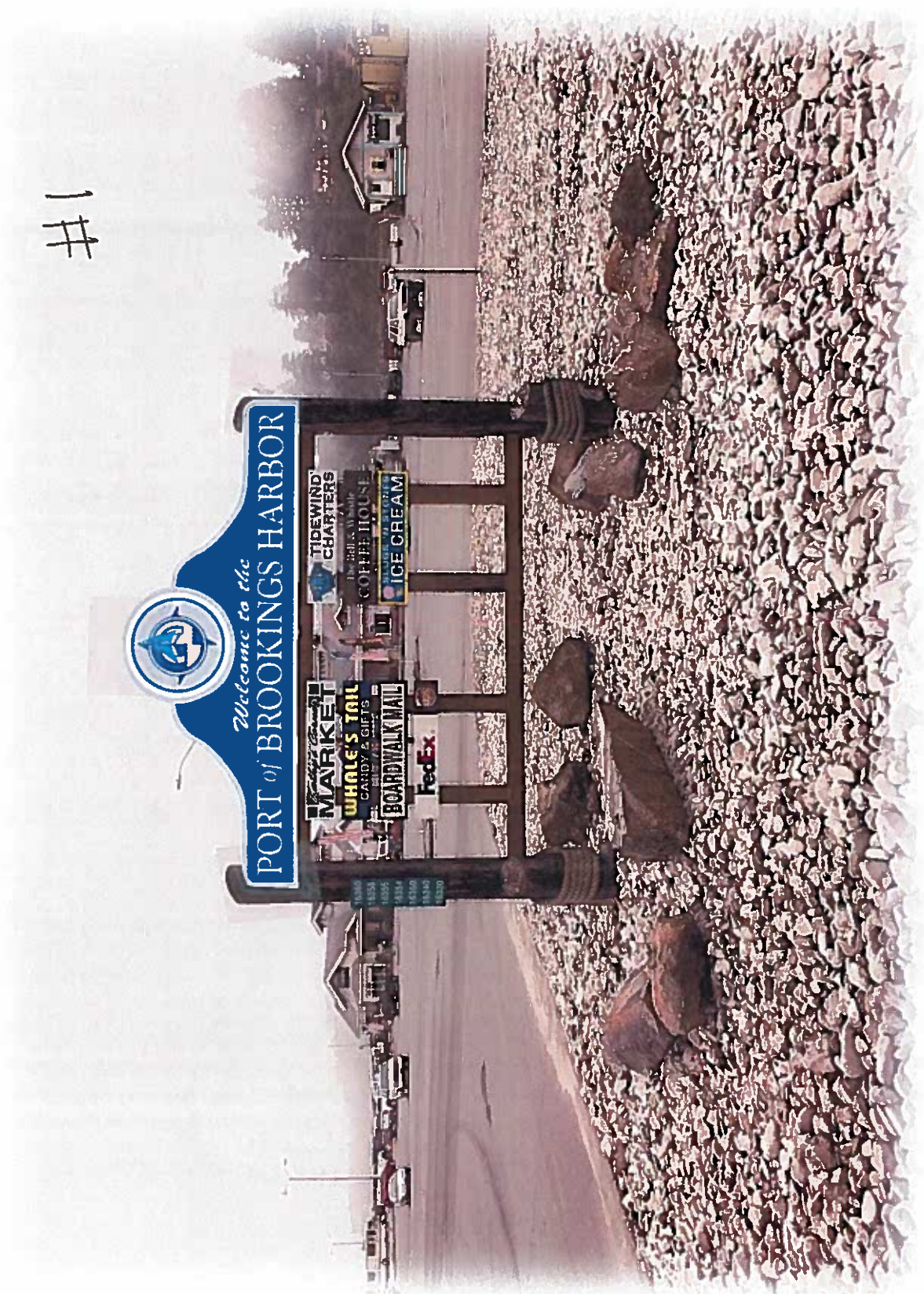
Welcome to the

PORT of
BROOKINGS HARBOR

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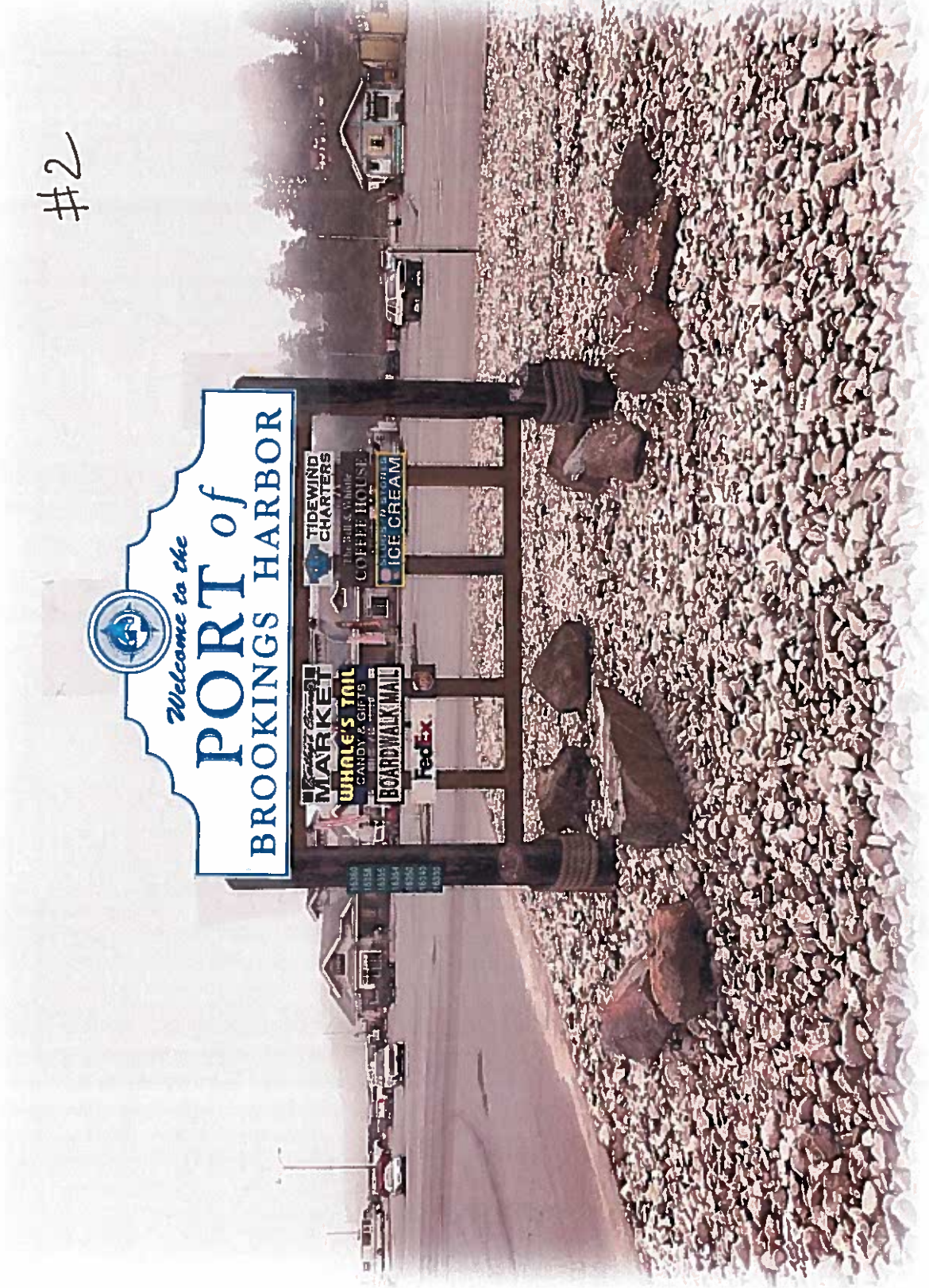
PORT of
BROOKINGS HARBOR



#1

#1

#2



#2

#3



Welcome to the
PORT OF BROOKINGS HARBOR

TIDEWIND
CHARTERS

THE BEST WINE
COFFEE HOUSE

ICE CREAM

MARKET

WHOLE'S TAIL
CANDY & GIFTS

BOARDWALK MAN

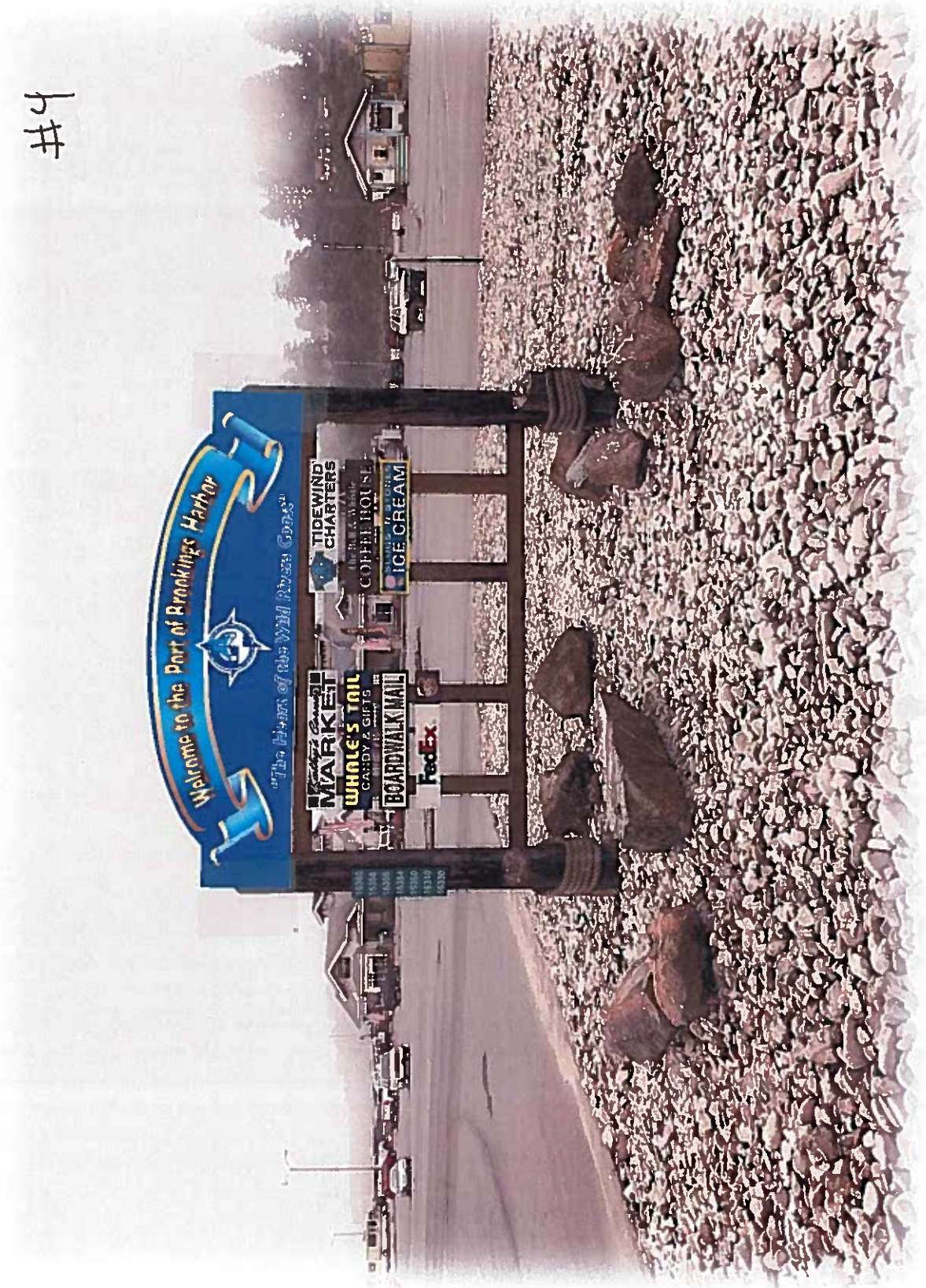
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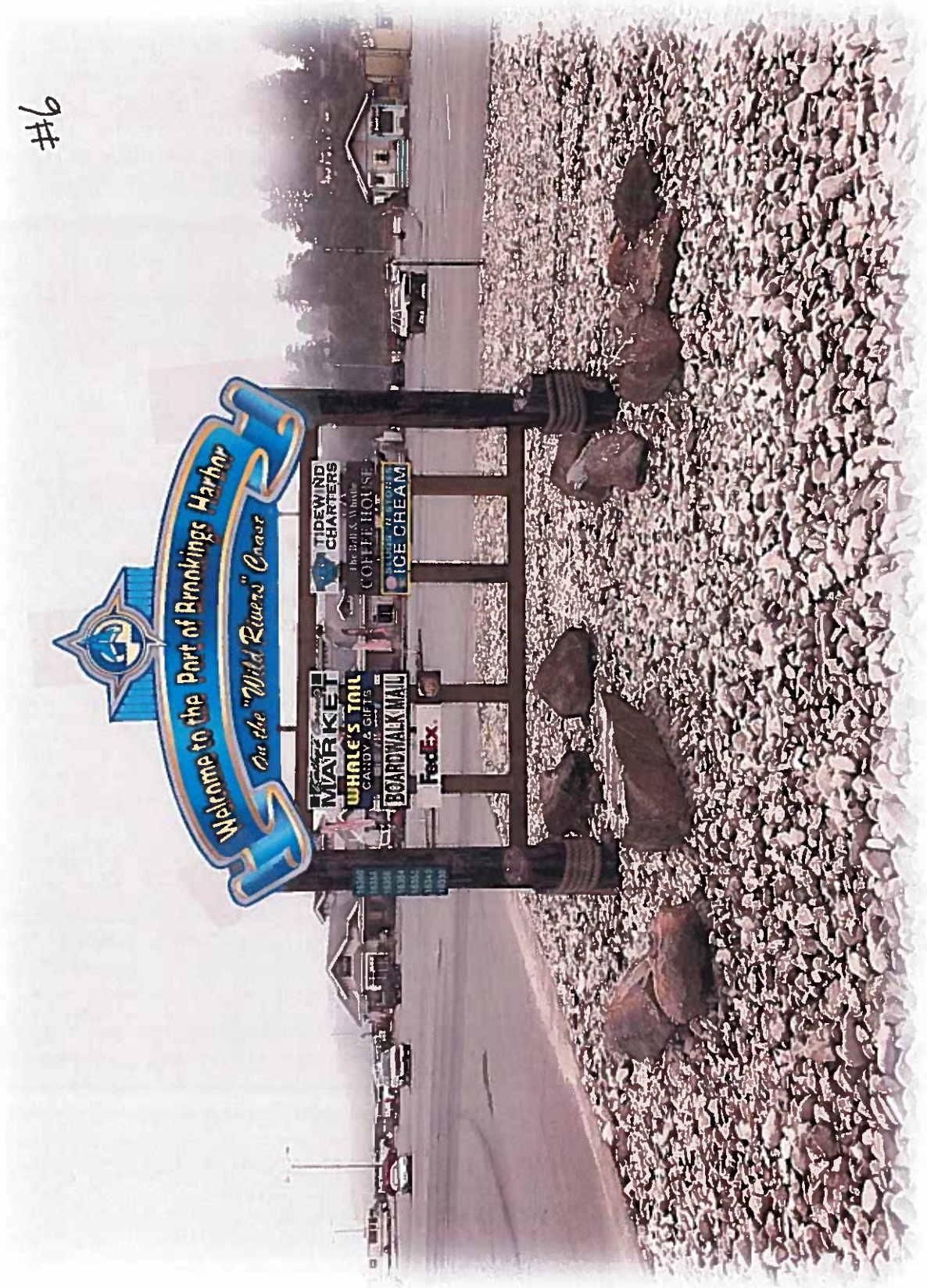
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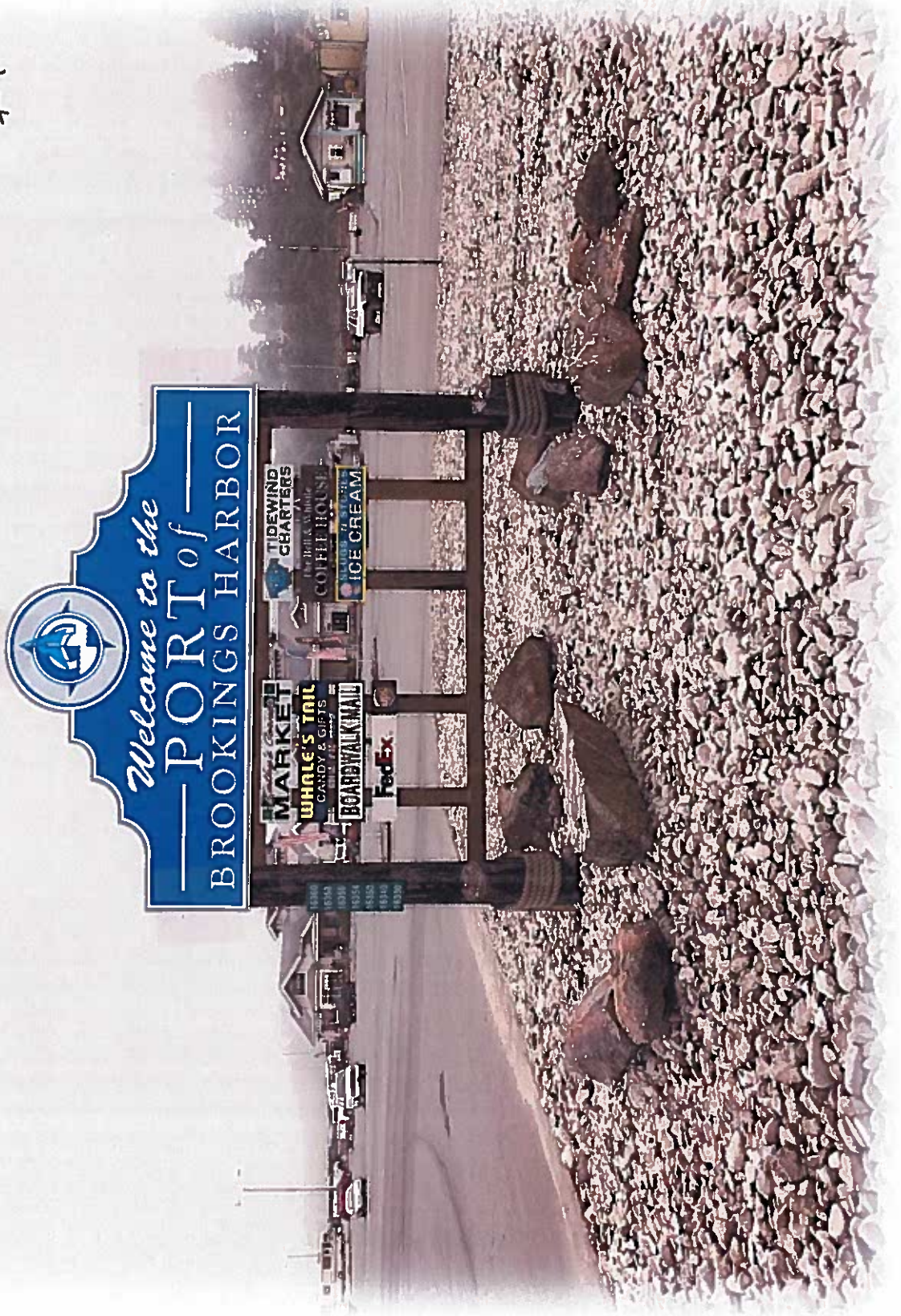
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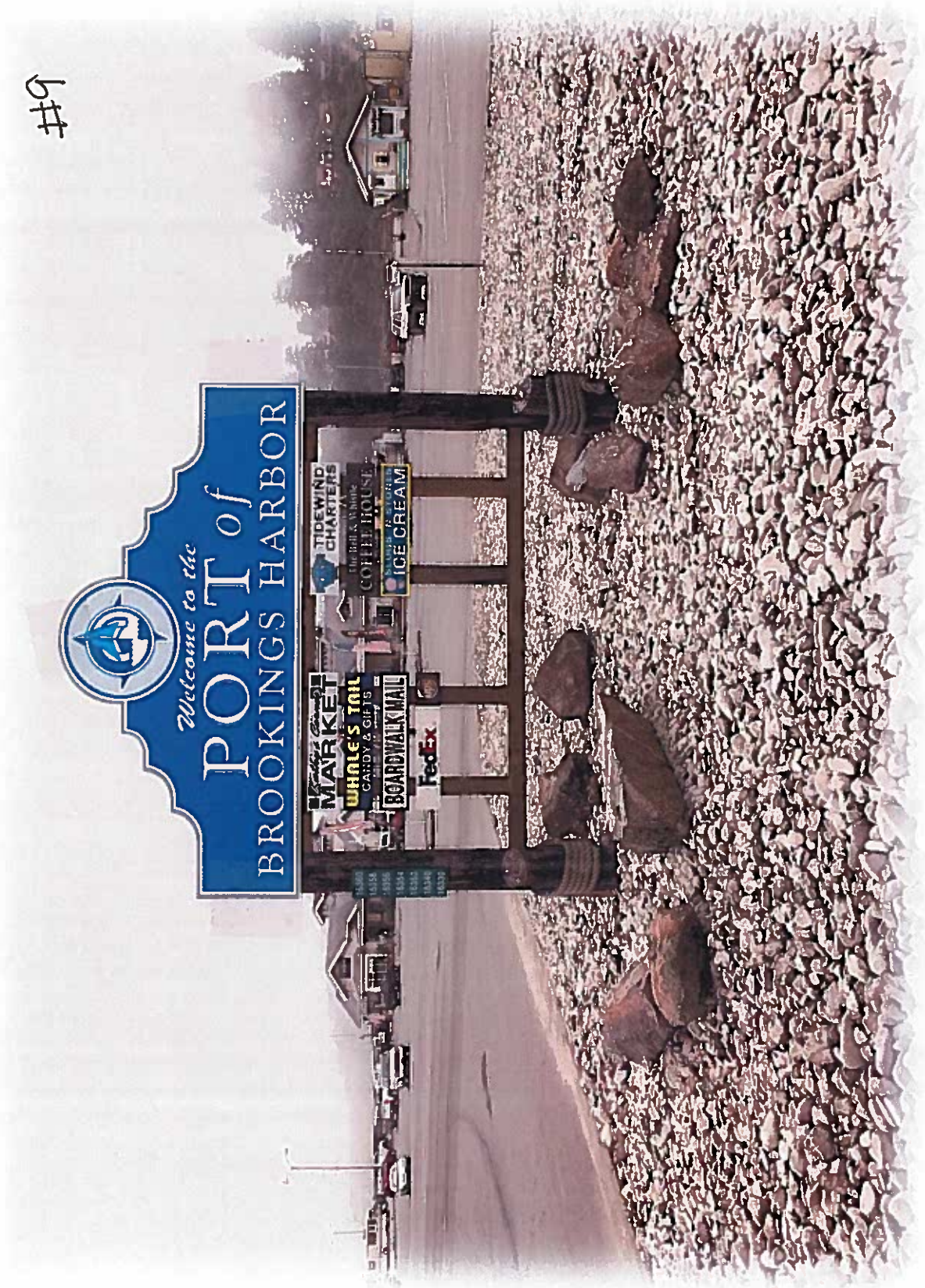
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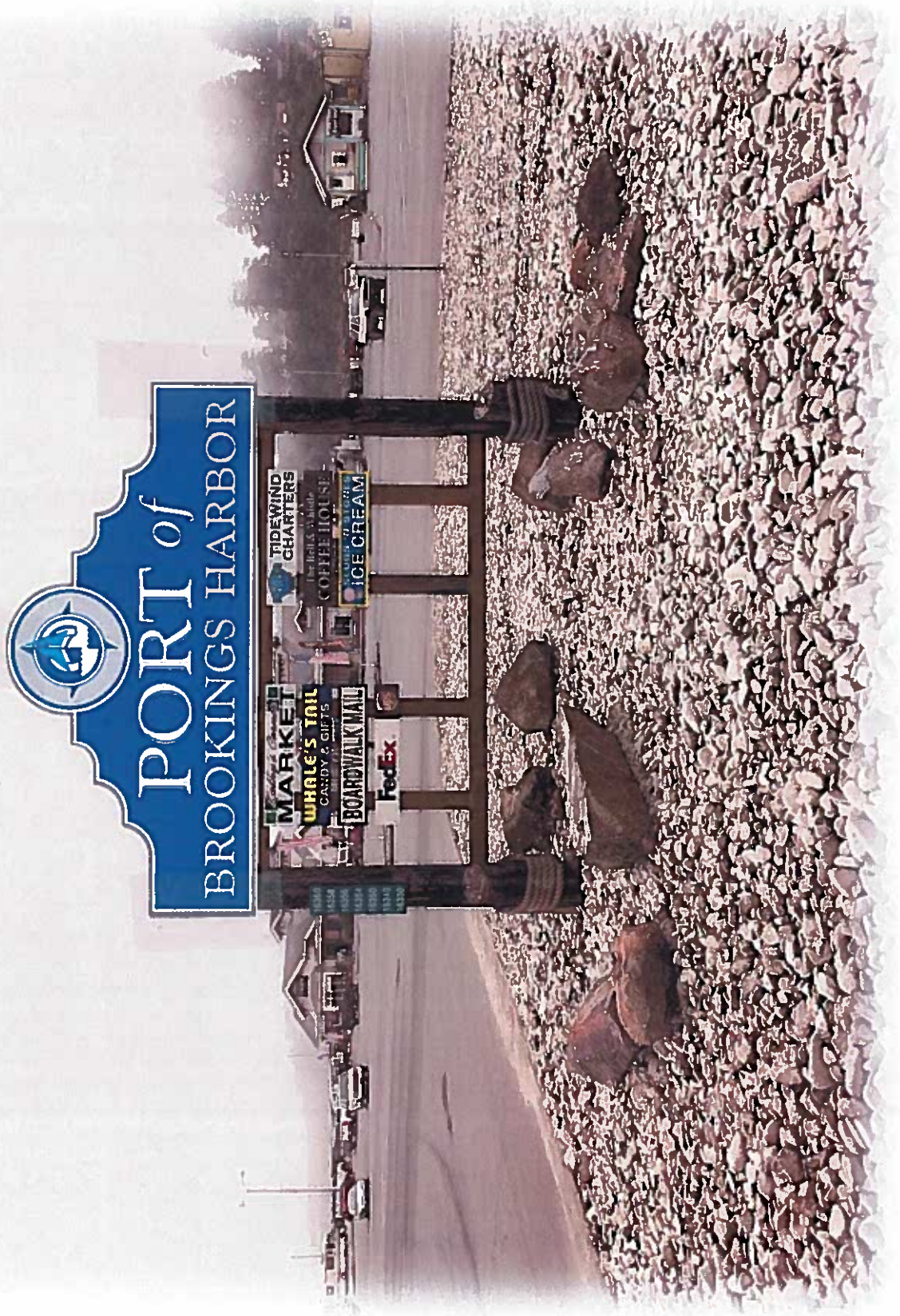
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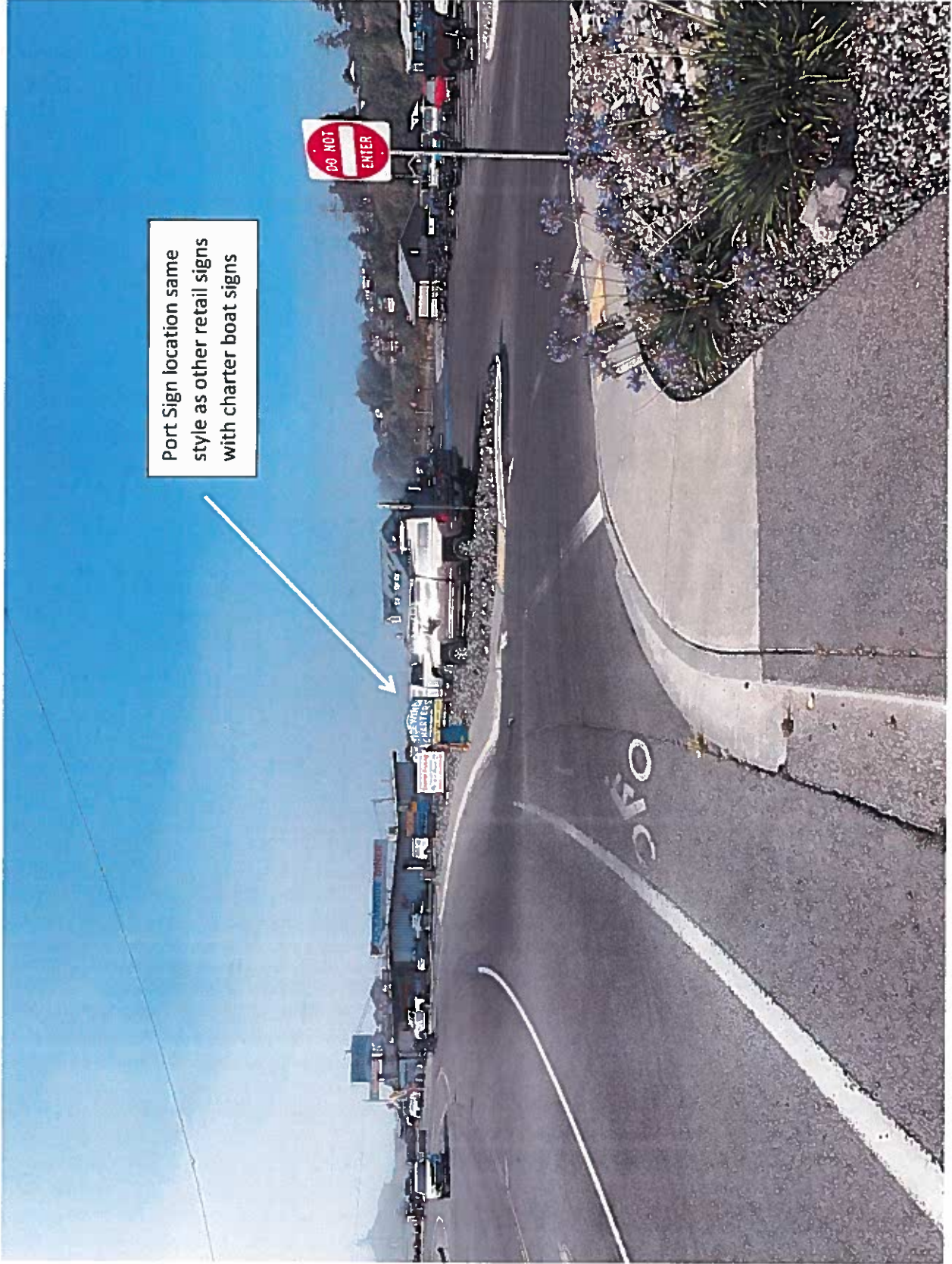
Port of Brookings Harbor Port Signs



New Sign Location

Existing Sign Locations

Install new Port Sign with welcoming sign



Remove signposts and dispose if unusable





ACTION ITEM - F

DATE: August 20, 2019
RE: RV Park Restroom – Shower Facility
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- RV Park main restroom and shower building was closed October 2018 and will not reopen at its current location. Conceptual idea at this time is to install more front row sites when plans and funding are available.
- Crow/Clay & Associates were approved to begin conceptual design layout for the RV Park. Crow/Clay need some existing utility elevations, Port is working on it. Conceptual design drawings and Board approval are months away. Construction for the RV Park remodel could be years away. Phasing in some upgrades could be a possibility.
- Oregon Health, Public Health Division requires restroom facilities to be within 500 feet of parking spaces. Port has not been able to ascertain definitive decision from Oregon Health if the beach front row parking falls under the requirement for a restroom facility. A non-answer to me means follow the requirements.
- RV Park amenities have been reduced over the last few years due to various issues. Installing a new restroom-shower facility as soon as possible would increase the appeal to stay at the park.

PHASE I

- Proposed plan places the new restroom-shower building at sites 22 and 23. Each site is approximately 22-feet wide by 61-feet long. Location of this site is approximately 500-feet from the entrance. The park exit is over 500-feet, but the small restroom would cover the other designated public parking spaces. Restriping of the parking spaces would be needed to reduce the parking spaces to fall within the new restroom facility guidelines. Total parking spaces would need to be reduced from approximately 90 to 65. New restroom would only cover 60 parking spaces and existing restroom is already covering for 9 back-in site without sewer hookups which would leave 6 more public parking spaces.
- Parking stalls along the beach could be restriped for parallel parking instead of the current slanted stalls. Parallel parking would reduce the parking spaces within the allowable requirements for toilets. Other benefits for parallel parking are creating more walking space between the parked cars and ocean, more roadway space, vehicles could park in either direction and increased visibility leaving the parking space.
- Two public pathways with privacy barrier could be installed to allow public access to the restroom facility from the public parking area and to reduce disturbing park guests.

- Water and power connections would need to be installed for the new restroom-shower building. Sewer line with sand interceptor installed per Harbor Sanitary connected to existing sewer system.
- After the demolition of the existing restroom-shower building, three new pull-thru sites could be constructed in the space including a public pathway. The new pull-thru sites would need electrical, cable, water and sewer installed. Some additional electrical work may be needed from the demoed building. Grading, concrete pad and privacy barrier should complete the sites.
- State of Oregon has a Cooperative Procurement Program (ORCPP) that the Port is now a member of. Being a member of ORCPP, the Port can utilize contracts such as the CXT contract without advertising for formal bids. The cost of the building from CXT is estimated at \$239,976. Estimated delivery time on the building is 100 days from date of order. As long as the cost of the drop-in unit is below \$250,000, the Port can, under ORS 279B, purchase the building as a vendor within the ORCPP. If the purchase cost exceeds \$250,000, the Port would need to follow ORS 279C, which would require formal bidding.
- Utility and earthwork must be completed by the owner and prior to the building delivery. Estimated utility and earthwork cost is \$50,000. Port would contract this work and prevailing wages would apply to this project.
- Demolition of existing building and electrical rerouting is estimated at \$25,000.
- Installing three (3) pull-thru sites at the existing restroom-shower building and two (2) more pull-thru sites next to the demoed laundromat site would help offset for the additional debt the Port would need to install the new restroom-shower facility. Estimated cost to construct five new sites is \$50,000.
- Total estimated cost for this project is \$364,976. There are some unknowns with underground utilities and demolition costs.
- Funds for this project would come from a bank or State of Oregon loan. Loan amount would be \$350,000 over a 15-year period. Monthly payments could range from \$2,589 to \$2,954 per month or \$31,067 to \$35,442 per year. Extra funding could come from the General Fund reallocating professional fees to Capital Outlay in amount of \$30,000, if needed.
- Each existing pull-thru site average revenue is \$9,695 per year. Each existing back-in site average revenue is \$3,424 per year.
- Five (5) new pull-thru sites could bring in \$48,475 revenue per year. Reducing two (2) back-in sites would reduce the revenue by \$6,846 per year. Taking the highest calculated interest rate per year payment of \$35,442, the net income could be \$6,457.
- Another benefit of installing this new facility, bringing back a lost park amenity for the guests. This could increase the occupancy rate, therefore increasing revenue.

Other PHASES

- Phase II – Seawall Upgrade (funding from FEMA Pre-Disaster Mitigation grant and Port)
- Phase III – Stormwater Drainage and Asphalt Upgrade (funding from INFRA or FEMA PDM grants and Port)

- Phase IV – Relocate Entrance / Construct mini-mart, office, restroom, laundromat and stay rooms (funding from Oregon Parks & Recreation grant and Port)

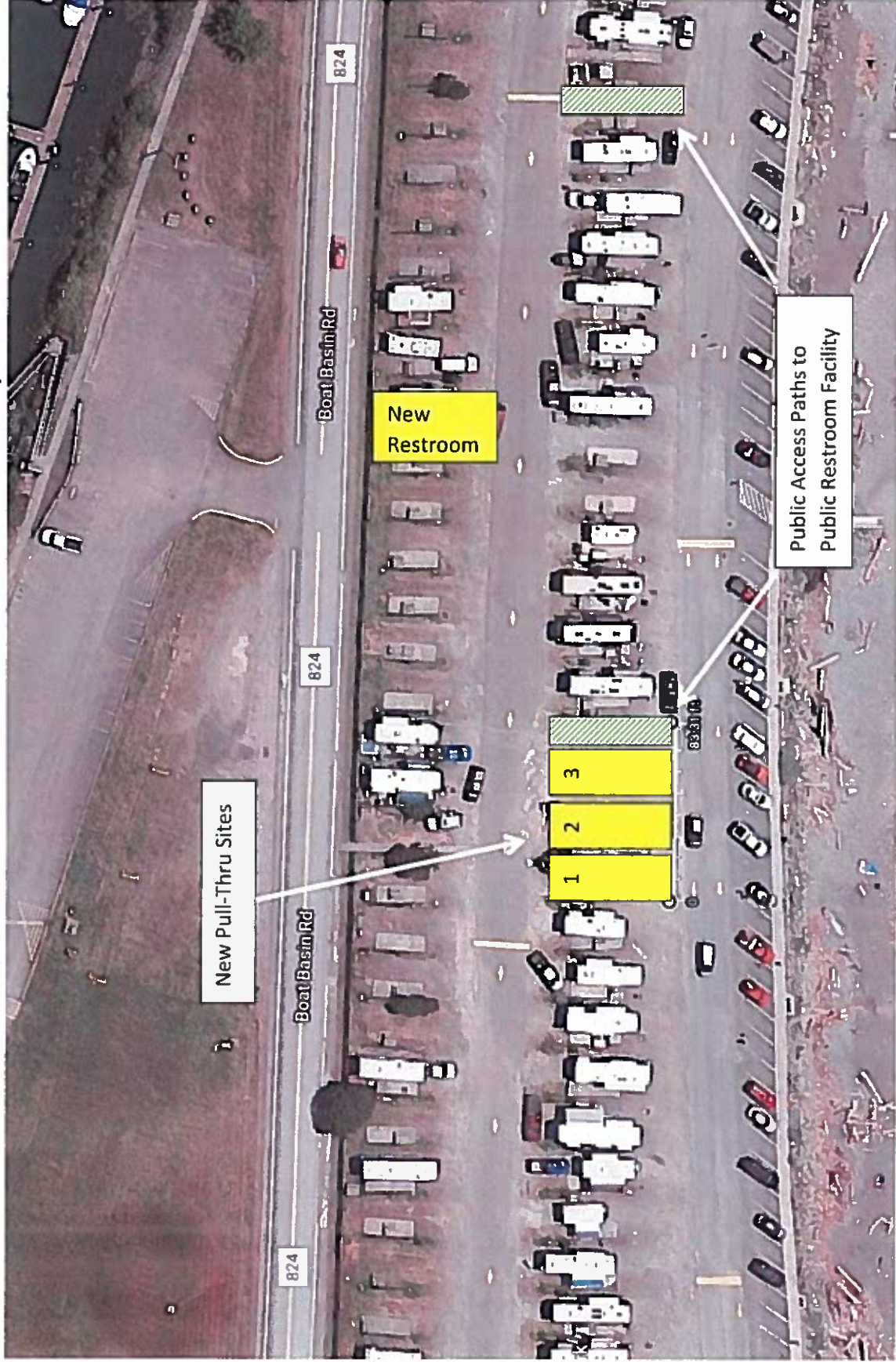
DOCUMENTS

- Conceptual Drawing of Location for New Restroom – Shower Building, 1 page
- Conceptual Drawing of New Pull-Thru Sites and Access Paths, 3 pages
- New Restroom – Shower Plan View - Conceptual Drawing, 1 page
- CXT, Cheyanne Flush / Shower Toilet Building Drawings and Specs, 12 pages
- ORCPP Program Agreement, 10 pages
- Environmental Health Services, Pre-construction Permit & Review Checklist for New or Alterations to Facilities, 5 pages
- Oregon Health Authority, Chapter 333, Division 030, 19 pages
- ORS 918-650-0050 Toilets, 1 page
- Table 3-RV Sanitary Facilities, 1 page
- Loan Calculator, 2 pages
- Specific RV Park Site Revenues for the Last 4 Years, 13 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Make a motion to approve the location of the new restroom-shower building at Sites 22 and 23 or best possible location, demo the existing restroom-shower building, install five (5) new pull-thru sites and one (1) or two (2) public access paths and install necessary utilities per County and public agencies requirements for estimated project cost of \$364,976.
- Make a motion to pursue a loan to complete the project and receive approval from Business Oregon-IFA. Board must approve type of loan.
- Make a motion to allow the Port Manager or designee to sign all construction and purchasing contracts for the completion of the new restroom-shower facility, demolition of the existing restroom-shower building, installation of five (5) new pull-thru sites and utility connection permits needed not-to-exceed \$364,976. Any over-run costs to be approved by the Board. Set a goal for completing the project in its entirety before February 1, 2020.

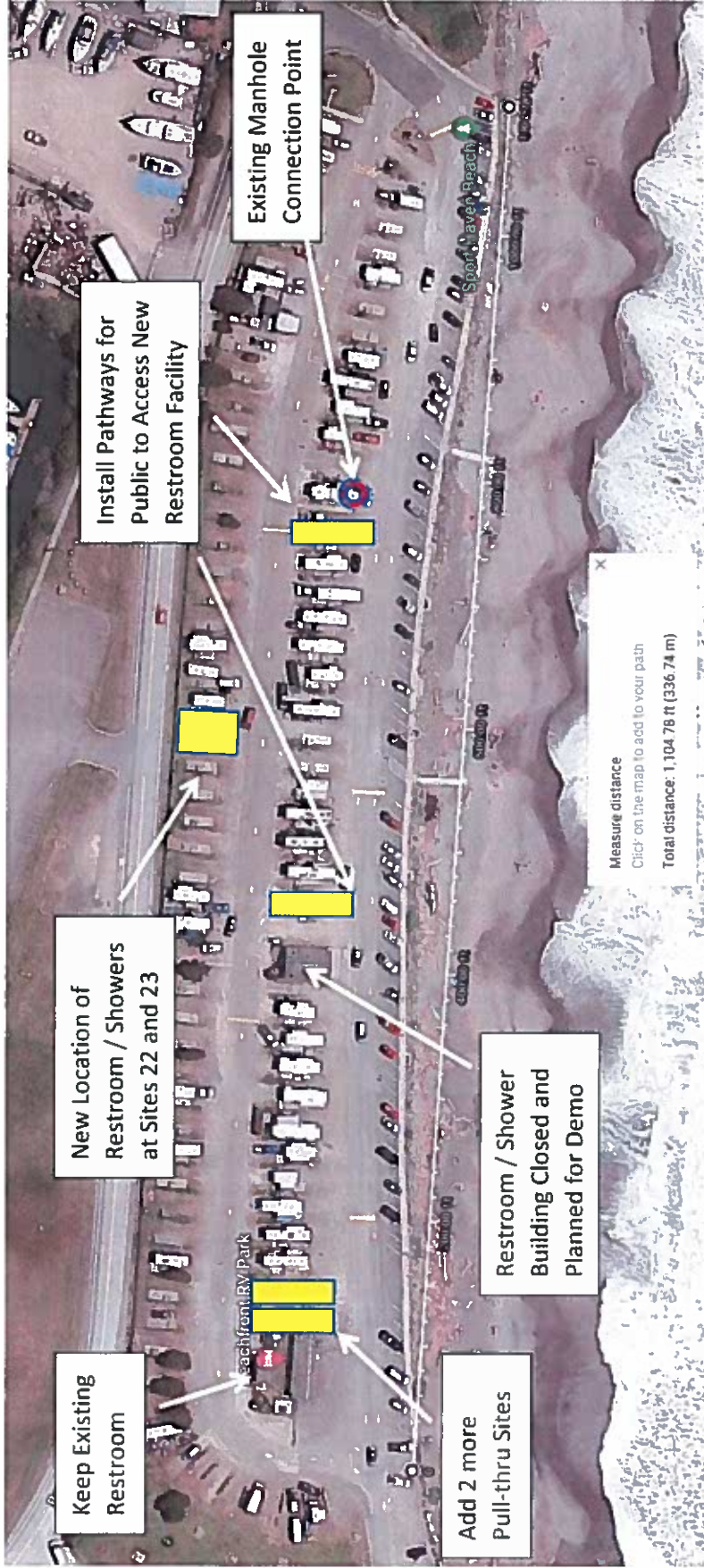
Port of Brookings Harbor Plan for New Sites and Restroom / Shower Facility



Notes:

- 1) Demo existing restroom building
- 2) Install utilities for new RV sites (electrical, cable, water, sewer)
- 3) Grading and concrete pad for RV sites. Existing pull-thru sites 22' wide
- 4) Privacy barrier for public access paths and signs

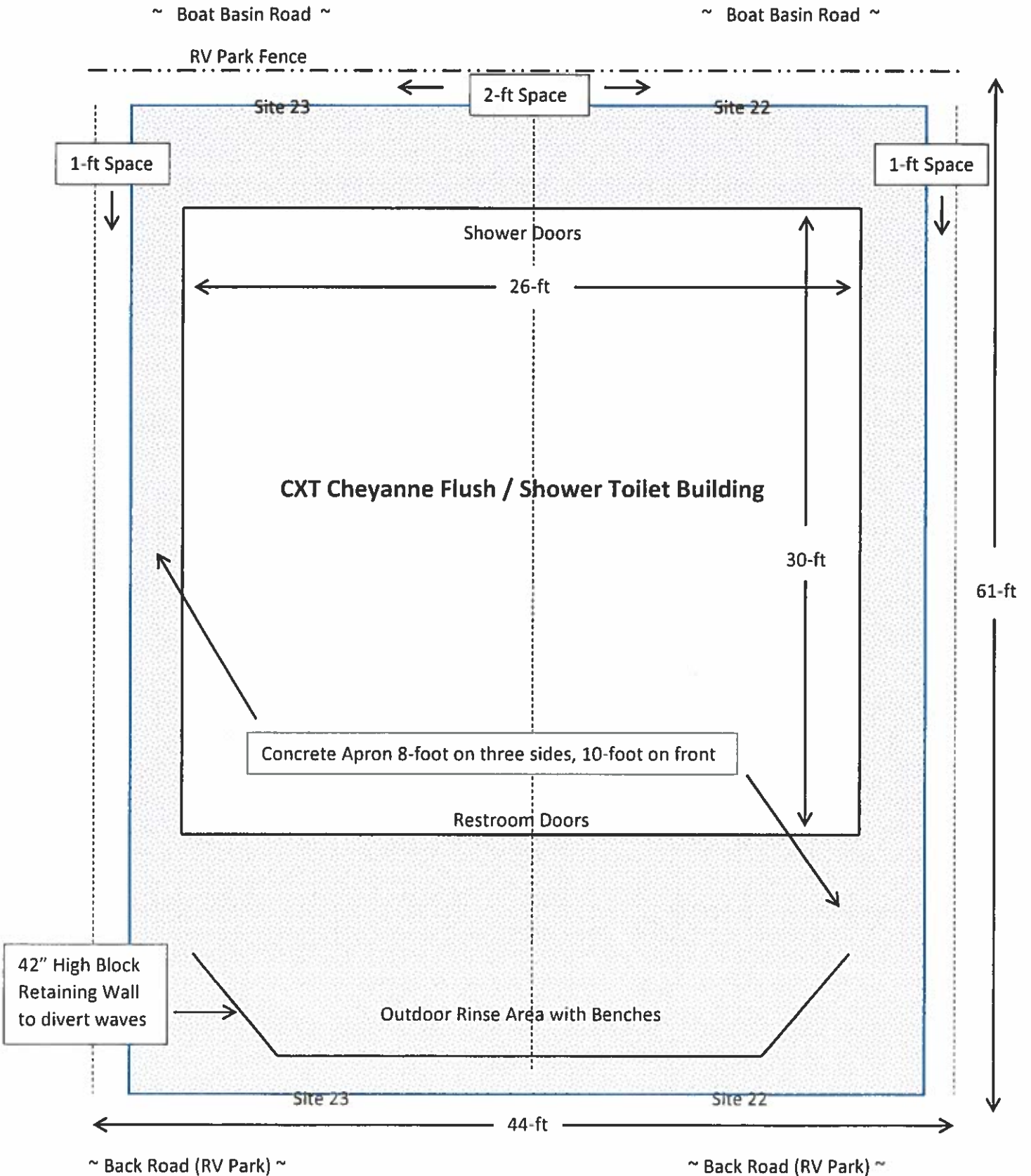
Port of Brookings Harbor New Restroom / Shower Facility Conceptual Design



Notes:

- 1) Two back-in sites would need to be removed for the new restroom / shower facility. Sand trap system and sewer line would be installed and connected to existing manhole at Site 87.
- 2) Estimated cost for new restroom, tie-in and new pull-thru sites \$364,000.
- 3) Pathways can be built with privacy screening for the RV Park guests. Signs installed along the beach to direct foot traffic toward the pathways.

Port of Brookings Harbor Plan View – Conceptual



(Not To Scale)

State of Oregon Contract
(ORCPP)
 Contract# 1542

CXT Incorporated
 3808 North Sullivan Road Bldg. #7
 Spokane, WA 99216
 Federal ID #91-1498605A

Cheyenne Flush/Shower Toilet Building
Complete One Form per Unit Ordered

Site name and Address (or closest cross street) _____
 City (or closest town) _____
 Contact Phone number: _____ Fax: _____ Email address: _____

Accepted By: _____ Date: _____
 (Signature Required)

Unit Price of Flush/Shower Toilet and Placement

Flush toilet with simulated shake roof, barnwood texture, stainless steel fixtures, hand dryers, 80 gallon electric water heater, interior & exterior lighting, shower fixtures, and exhaust fans. **Does not include:** hook-up of customer prepared utilities or gravel base.

Price of Building per Zone (includes delivery & offloading):

Zone 1: \$217,865.56.....	\$ _____
Zone 2: \$217,557.14.....	\$ _____
Zone 3: \$217,557.14.....	\$ <u>✓</u>

Added Cost Options:

Marine Package \$13,084.27	\$ <u>✓</u>	Tile Floor \$10,399.53	\$ _____
Non-Standard Roof Textures \$1,234.37*	\$ _____	Fixed Skylight \$524.60 ea	\$ _____
Non-Standard Wall Textures \$4,937.47*	\$ _____	Operable Skylight \$1,086.24 ea	\$ _____
Tubular Skylight \$685.06 ea	\$ _____	Water Meter \$506.09 ea	\$ _____
**Radiant Room Heat \$7,823.44	\$ _____	Drinking Fountain \$3,332.78	\$ <u>✓</u>
**Forced Air Room Heat \$8,331.97	\$ _____	Stainless Steel Partitions \$1,234.37	\$ <u>✓</u>
Vitreous China Fixtures deduct \$4,567.15	\$ _____	Stainless Steel Shelves \$61.72 ea	\$ <u>✓</u>
Paint Touch-Up Kit \$61.72	\$ _____	Hot Water Hose Bib \$475.22	\$ _____
Electronic Timed Door Locks \$11,141.24	\$ _____	Rigid Insulation-Roof/Wall \$32,895.83	\$ _____
Propane (Tank) WH \$2,713.99 ea	\$ _____	Propane (Tankless) WH \$2,962.47 ea	\$ _____

235,270.28

Add: OR Management Fee in the amount of 2.0% of building cost, including shipping. \$ 4,705.40

Total Cost per Unit \$ 239,975.68

*Non-Standard Wall Textures: Split Face Block, Stucco, Exposed Aggregate (circle one)

*Non-Standard Roof Textures: Ribbed Metal, Exposed Aggregate (circle one)

****Heating must include insulation in roof/walls**

No Cost Options: Mark with "X": For Two Tone color- R=Roof, W=Exterior Walls

<u> </u> Sand Beige	<u> </u> Natural Honey	<u> </u> Salsa Red	<u> </u> Java Brown	<u> </u> Nuss Brown
<u> </u> Pueblo Gold	<u> </u> Cappuccino Cream	<u> </u> Cocoa Milk	<u> </u> Raven Black	<u> </u> Charcoal Grey
<u> </u> Sage Green	<u> </u> Amber Rose	<u> </u> Liberty Tan	<u> </u> Berry Mauve	<u> </u> Granite Rock

1300

Toasted Almond
 Sun Bronze
 Rich Earth

Oatmeal Buff
 Golden Beige
 Evergreen (non-colored through)

Buckskin
 Mocha Carmel

Rosewood
 Malibu Taupe
 Hunter Green (non-colored through)

Georgia Brick
 Western Wheat

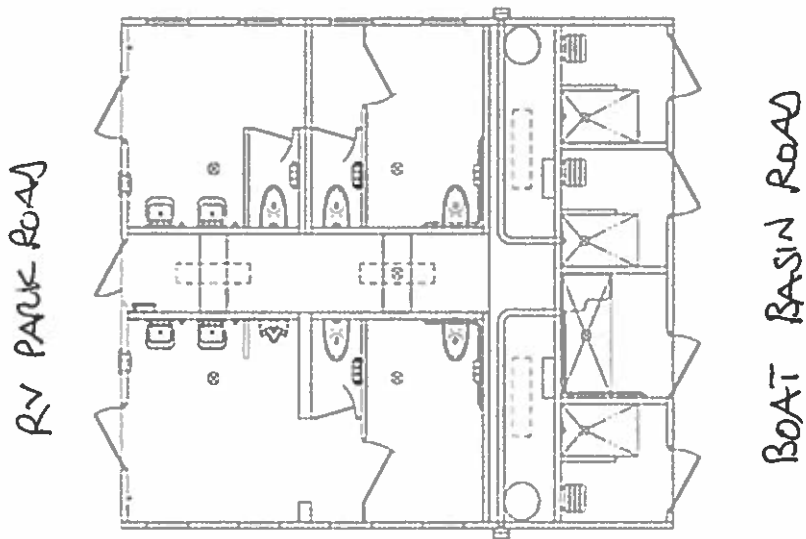
****Signage:**

Men
 Women
 Unisex

CXT Territory Sales Manager: Eric Kuester @ 509-994-9900 ekuester@lbfooster.com

CXT Project Coordinator: Ali Cairns @ 509-892-3238 acairns@lbfooster.com

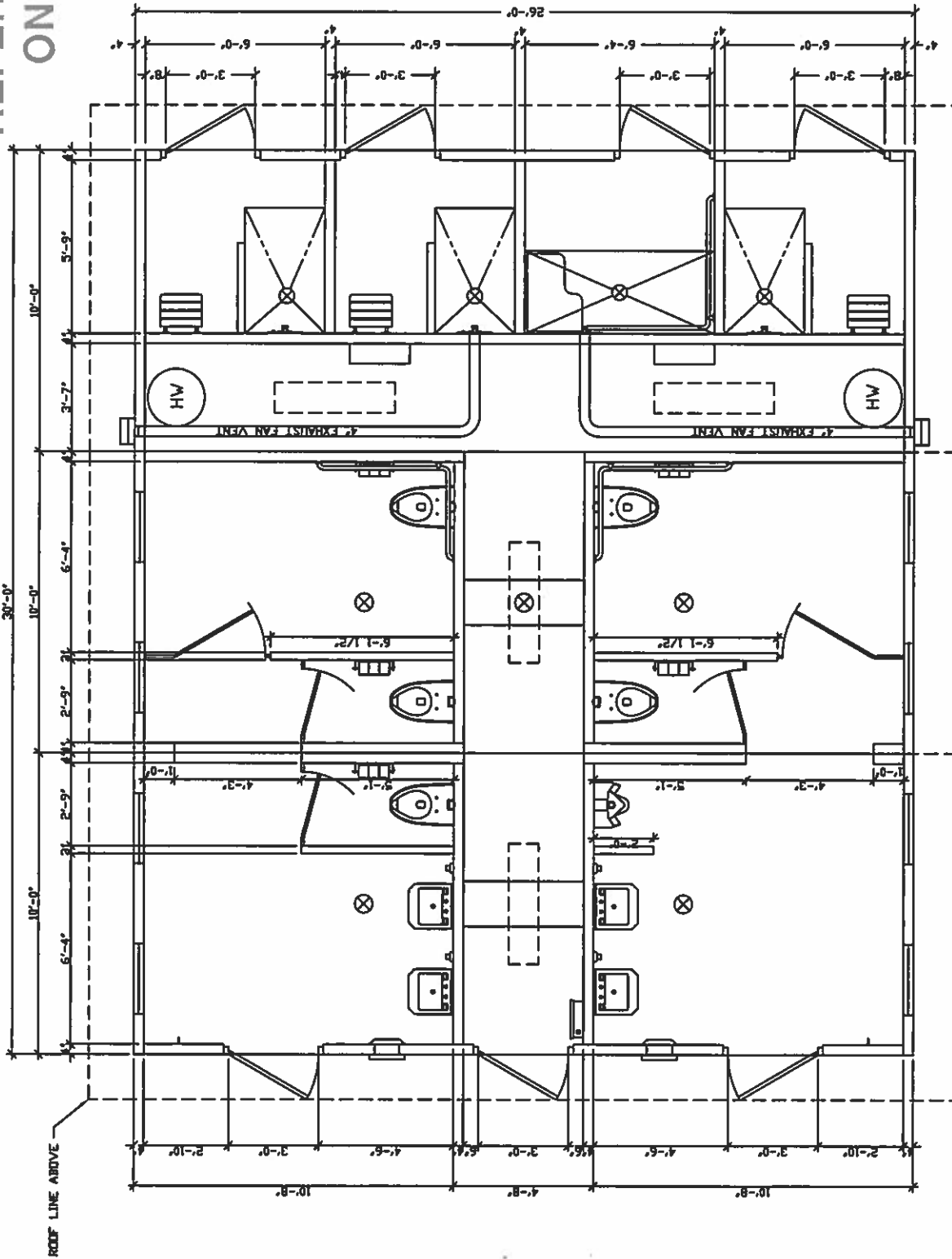
Oregon State Procurement Analyst: Mary Mattison @ 503-378-4648 mary.mattison@state.or.us



Standard Interior Layout

- 2 multi-user restrooms and 4 separate shower rooms
- 150 mph wind load, 250 pounds per square foot snow load
- Group 1 seismic design category E earthquakes
- Pre-pumbed/pre-wired, meets all 50 states building codes
- Vandal resistant
- Customizable

FOR
REFERENCE
ONLY




Precast Products
CHEYENNE
CIT STANDARD BUILDING

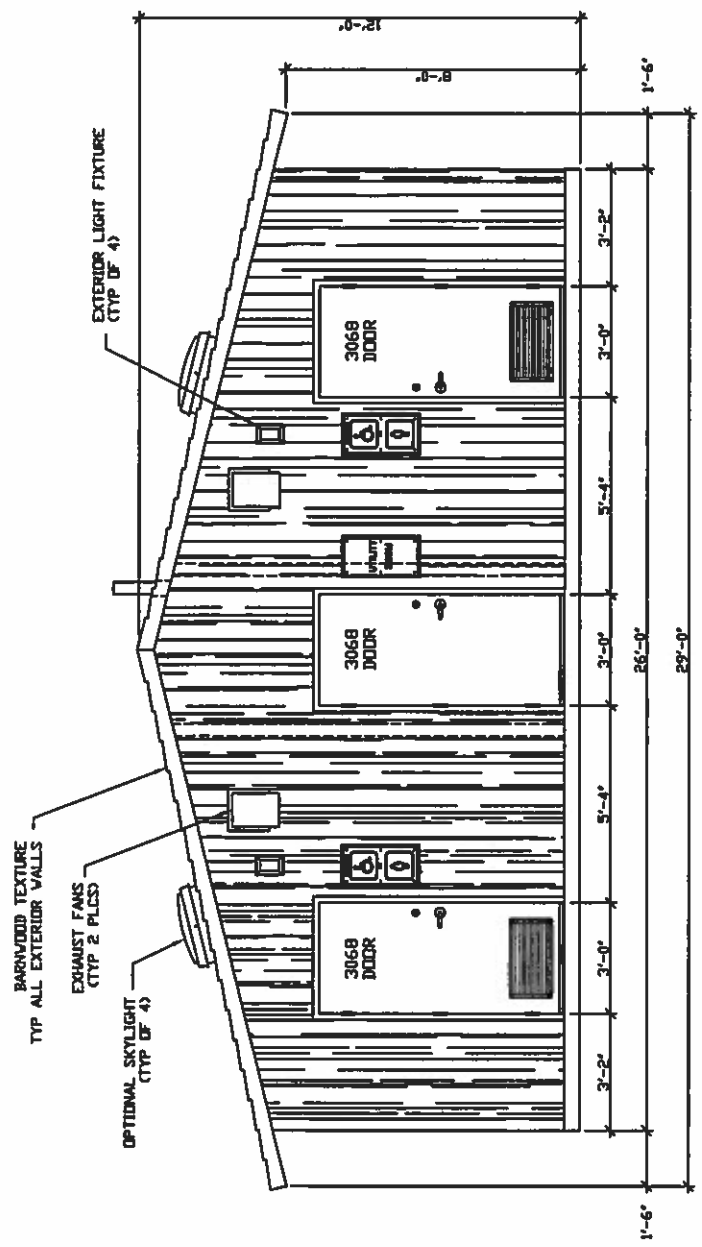
THIS DRAWING IS THE PROPERTY OF PRECAST PRODUCTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PRECAST PRODUCTS.

NO.	DATE	BY	CHKD.
1	10/10/03	J. H. HARRIS	J. H. HARRIS
2	10/10/03	J. H. HARRIS	J. H. HARRIS
3	10/10/03	J. H. HARRIS	J. H. HARRIS
4	10/10/03	J. H. HARRIS	J. H. HARRIS
5	10/10/03	J. H. HARRIS	J. H. HARRIS
6	10/10/03	J. H. HARRIS	J. H. HARRIS
7	10/10/03	J. H. HARRIS	J. H. HARRIS
8	10/10/03	J. H. HARRIS	J. H. HARRIS
9	10/10/03	J. H. HARRIS	J. H. HARRIS
10	10/10/03	J. H. HARRIS	J. H. HARRIS

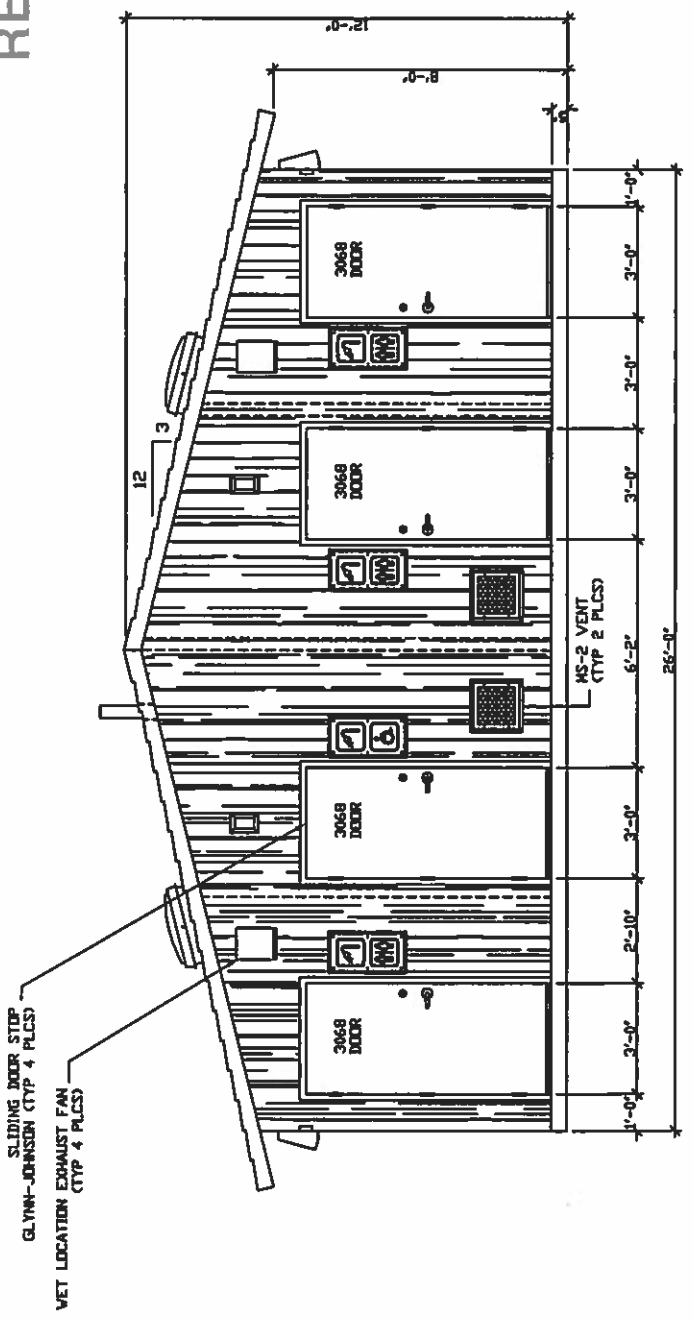
FLOOR PLAN
SHEET NO. CH-03

		 <p>Precast Products CHETENNE CIT STANDARD BUILDING</p>	<p>This information is provided for your information only. It is not intended to be used as a contract document. The information is provided for your information only. It is not intended to be used as a contract document. The information is provided for your information only. It is not intended to be used as a contract document.</p>										
BUILDING ELEVATIONS			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">NO. 1</td> <td style="width: 50%;">NO. 2</td> </tr> <tr> <td style="width: 50%;">NO. 3</td> <td style="width: 50%;">NO. 4</td> </tr> <tr> <td style="width: 50%;">NO. 5</td> <td style="width: 50%;">NO. 6</td> </tr> <tr> <td style="width: 50%;">NO. 7</td> <td style="width: 50%;">NO. 8</td> </tr> <tr> <td style="width: 50%;">NO. 9</td> <td style="width: 50%;">NO. 10</td> </tr> </table>	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10
NO. 1	NO. 2												
NO. 3	NO. 4												
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SHEET NO.			CH-04										

FOR
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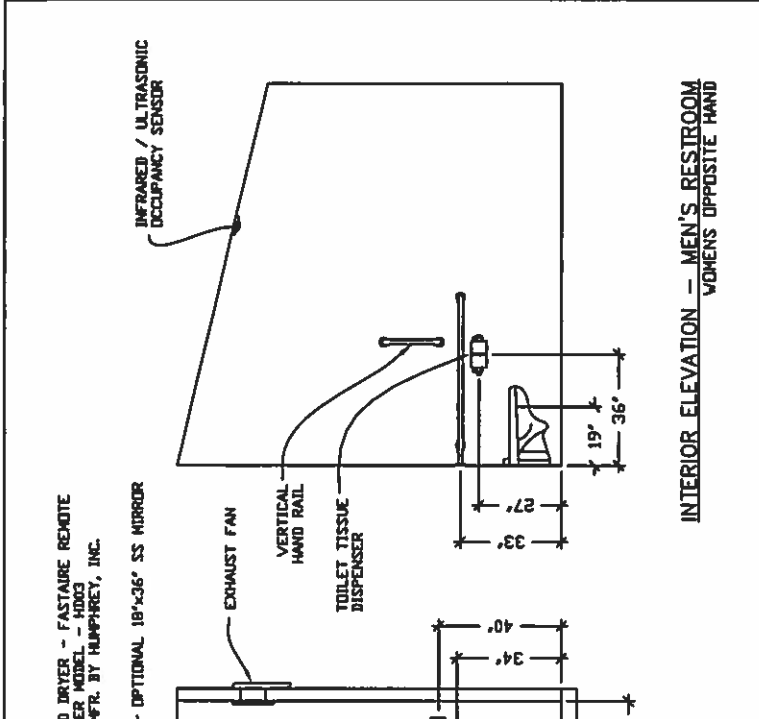


FRONT ELEVATION



REAR ELEVATION

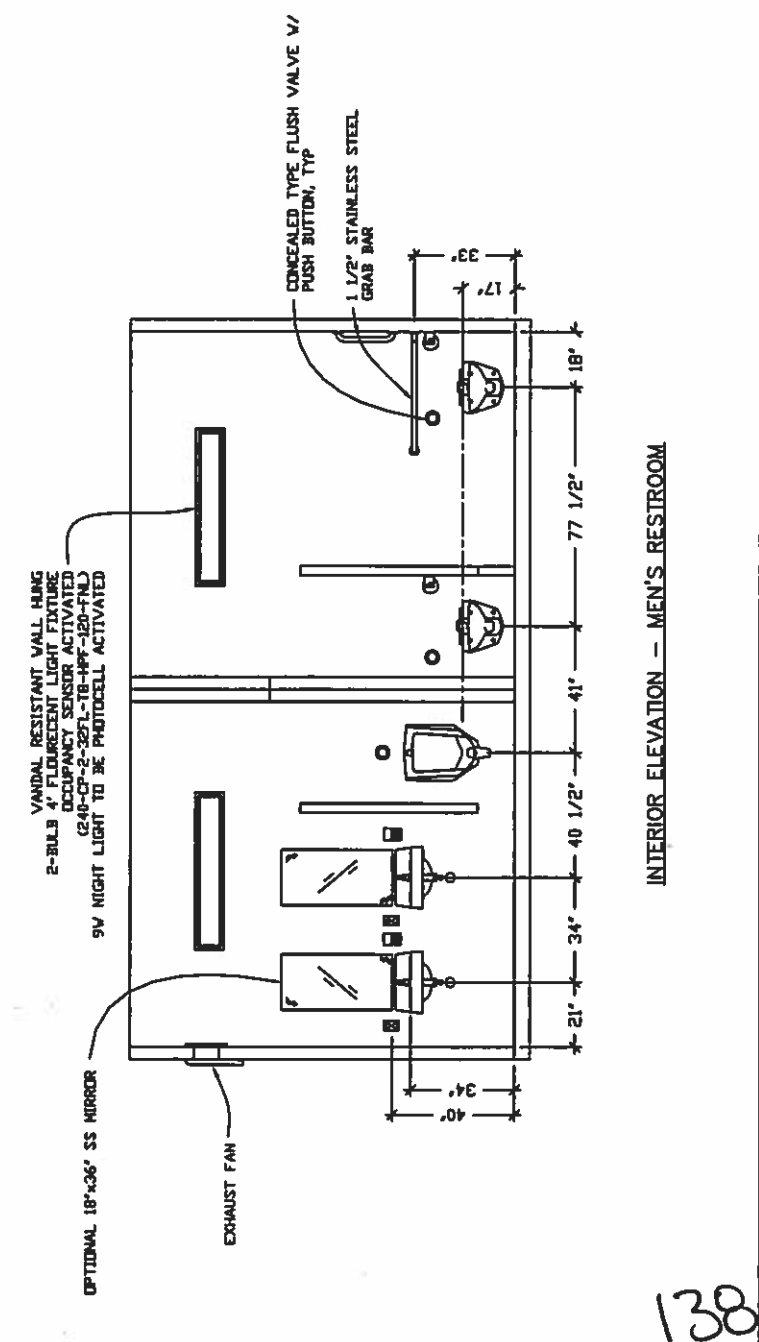
Hand Dryer - Fastaire Remote Power Model - HMO AS MFR. BY HUMPHREY, INC.



INTERIOR ELEVATION - MEN'S RESTROOM
WOMENS OPPOSITE HAND

INTERIOR ELEVATION - WOMEN'S RESTROOM

FOR
REFERENCE
ONLY



INTERIOR ELEVATION - MEN'S RESTROOM

CP
Precast Products

CHRYSLER
CITICORP BUILDING

Scale: 1/8" = 1'-0"

DATE	1/27/87	BY	WJL
REVISED	1/28/87	BY	WJL
DATE	1/28/87	BY	WJL
REVISED	1/28/87	BY	WJL

RESTROOM
INTERIOR ELEVATIONS

CH-06





141



OREGON COOPERATIVE PROCUREMENT PROGRAM

AGREEMENT No. _____

This agreement for participation in the Oregon Cooperative Procurement Program ("Agreement") is between the State of Oregon ("State") acting by and through its Department of Administrative Services, Enterprise Goods and Services Division, Procurement Services ("DAS PS") and Port of Brookings Harbor ("ORCPP Member"), each a "Party" and, together, the "Parties".

1 DEFINITIONS.

1.1 **"Contract"** means a legally binding contract that results between ORCPP Member's issuance of, and a contractor's acceptance of, an Ordering Instrument pursuant to a Designated Price Agreement to which the contractor is a party.

1.2 **"Designated Price Agreement"** means an agreement between DAS and one or more contractors for goods or services, or both, that are offered at a set price with either (1) no guarantee of a minimum or maximum purchase or (2) an initial order or minimum purchase of the goods or services combined with a continuing contractor obligation to provide additional goods and services, and that identifies ORCPP Members as authorized purchasers.

1.3 **"ORCPP"** means the Oregon Cooperative Procurement Program.

1.4 **"Ordering Instrument"** means a document that complies with the Designated Price Agreement and that ORCPP Member must use to order goods, services, or both, under the Designated Price Agreement. An Ordering Instrument may be referred to as, for example, "Purchase Order," "Work Order" or other name assigned by DAS PS or ORCPP Member.

1.5 **"Oregon Cooperative Procurement Program"** means the purchasing program operated by DAS PS that allows its members to purchase from Designated Price Agreements.

2 QUALIFIED ENTITIES.

DAS PS has established and operates the Oregon Cooperative Procurement Program to improve service and cost efficiencies for each entity qualified to participate in the ORCPP ("Qualified Entity") by authorizing the Qualified Entity through agreement with DAS PS to purchase goods, services, or both, using Designated Price Agreements and to access various procurement resources available through DAS PS.

The following entities are Qualified Entities authorized to enter into this Agreement with DAS PS:

2.1 Units of local government as defined in ORS 190.003, state contracting agencies as defined in ORS 279A.010 (1)(nn) and exempted from application of the Public Contracting Code under ORS 279A.025, semi-independent state agencies listed in ORS 182.454, special government

bodies as defined in ORS 174.117 and special districts as defined in ORS 198.010, United States governmental agencies with offices in Oregon and American Indian Tribes located in Oregon; and

2.2 The entities specified in and meeting the requirements of ORS 279.855(1), (2) and (3) and OAR 125-055-0045.

3 ORCPP MEMBER AS QUALIFIED ENTITY.

ORCPP Member represents that it is, and warrants that it will remain, a Qualified Entity throughout the effective period of this Agreement. ORCPP Member shall immediately provide all information that DAS PS requests to establish to DAS PS' satisfaction that ORCPP Member is a Qualified Entity. ORCPP Member represents and warrants that all information ORCPP Member provides to DAS PS to establish that ORCPP Member is a Qualified Entity is true and correct. If at any time during the term of this Agreement ORCPP Member has reason to believe, or ORCPP is notified that DAS PS has reason to believe, ORCPP Member is no longer a Qualified Entity, ORCPP Member shall immediately cease purchasing under Designated Price Agreements until ORCPP Member establishes to DAS PS' satisfaction that ORCPP Member is a Qualified Entity.

4 EFFECTIVE DATE, TERM AND TERMINATION.

This Agreement is effective on the latest signature date ("Effective Date").

4.1 This Agreement remains in effect until terminated by either Party by delivery of a written termination notice to the other Party's Authorized Representative or their designee, at least forty-five (45) days prior to the termination date specified in the written notice.

4.2 DAS PS may terminate this Agreement for non-payment of the annual fee as outlined in section 9 of this Agreement.

5 AUTHORIZED REPRESENTATIVES.

5.1 DAS PS Authorized Program Managers:

Name and Title (print/type):

Kelly Stevens-Malnar, Statewide Outreach Coordinator – Phone:

503-378-3976 Adam Helvey, Statewide Outreach Coordinator – Phone:

503-373-2106 Address: 1225 Ferry Street SE, Salem OR 97301-4285

Fax: 503-373-1626

Email: info.orcpp@oregon.gov

5.2 ORCPP Member Authorized Representative:

Name (print/type): Gary Dehlinger Title: Port Manager
Entity Name: Port of Brookings Harbor
Address: PO Box 848
Work Phone: (541) 469-2218 ext 406 Email: portmanager@portofbrookingsharbor.com

Accounts Payable Contact:

Name (print/type): Kim Boom
Work Phone: (541) 469-2218 ext 405 Email: accounts@portofbrookingsharbor.com

5.3 A Party may designate a new Authorized Representative at any time by written notice to the other Party.

6 ORCPP MEMBER BENEFITS AND REQUIREMENTS.

6.1 Designated Price Agreements. ORCPP Member may purchase goods, services, or both, from any Designated Price Agreement identified by DAS PS according to the terms of this Agreement. Designated Price Agreements may expire or terminate, and DAS PS does not promise or guarantee the effectiveness of any particular Designated Price Agreement at the time ORCPP Member desires to make a purchase.

6.1.1 Designated Price Agreements Use Restrictions. ORCPP Member shall accept the terms and conditions of a Designated Price Agreement without modification, including use of a specific Ordering Instrument as described in the applicable Designated Price Agreement. Only DAS has the authority to change, modify, or amend Designated Price Agreements.

6.1.2 Ordering Instruments. All Ordering Instruments must incorporate the applicable Designated Price Agreement by reference and include the following statement:

"THIS PURCHASE IS PLACED AGAINST STATE OF OREGON PRICE AGREEMENT #_____. THE GENERAL TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T's & C's) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T's & C's EXPRESS OR IMPLIED."

6.1.3 Contracts. DAS PS is not a party to nor does DAS PS assume any liability under Contracts.

6.2 Use of Oregon Procurement Information Network. The Oregon Procurement Information Network ("ORPIN") is an Internet-based, on-line system that is the State's official publication forum for procurement notices and advertisements. ORPIN provides registered suppliers with access to procurement information issued by the State and ORCPP Members. Registered suppliers can express interest, download documents and respond to procurement opportunities posted on ORPIN.

ORCPP Member is granted unlimited use of ORPIN, subject to the ORPIN terms of use, to upload, issue and advertise ORCPP Member's solicitation documents and procurement notices, subject to the following:

6.2.1 ORCPP Member assumes full and complete responsibility and liability for the content, substance and accuracy of all information contained in any ORCPP Member documents uploaded and displayed on the ORPIN system;

6.2.2 ORCPP Member is authorized to use future enhancements to the ORPIN system, such as electronic bidding and solicitation document types, as they become available on ORPIN; and

6.2.3 ORCPP Member shall not distribute or share its active, ORPIN user login credentials or access information with outside entities or individuals who are not ORCPP Members.

6.3 Training. ORCPP Member and its employees are eligible to register for and attend any DAS PS-sponsored and scheduled procurement-related training and certification programs at the same cost as State agency participants. Registration information for DAS PS procurement classes and workshops is available by logging into iLearn at <http://iLearn.oregon.gov>.

6.4 Data and Procurement Participation. From time to time, DAS PS may request ORCPP Member to provide historical or projected usage and spend data for certain solicitations for goods or services to help achieve maximum volume discounts for the benefit of all State agencies and ORCPP Members. DAS PS also may request ORCPP Member to participate on a procurement sourcing team or evaluation committee that will result in a Designated Price Agreement and use by State agencies and ORCPP Member(s). ORCPP Member agrees to provide information and participate pursuant to DAS PS request, to the extent reasonably possible.

7 DAS PS OBLIGATIONS.

7.1 DAS PS agrees to:

7.1.1 Provide a Program Manager that will respond to ORCPP Member questions regarding ORCPP membership and resources;

7.1.2 Maintain a list of Designated Price Agreements available for ORCPP Member reference on the DAS Procurement Services and Policy website. To access the Designated Price Agreement list, go to <http://www.oregon.gov/DAS/EGS/ps/Pages/index.aspx> and click on the Oregon Cooperative Procurement Program icon;

7.1.3 Educate contractors under Designated Price Agreements on the process to confirm that ORCPP Member is an "Authorized Purchaser" as defined in the Designated Price Agreements and on the process for transacting with ORCPP Member under the Contract;

7.1.4 Provide program education and outreach to ORCPP Member through trade shows, statewide events and the ORCPP listserv;

7.1.5 Manage ORPIN access and user permissions for ORCPP Member and its authorized users;

7.1.6 Provide ORCPP Member with Contract spend and usage reports and other ORCPP information upon ORCPP Member's request.

7.2 DAS PS' performance under this Agreement is conditioned upon ORCPP Member's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated by reference herein. ORCPP Member shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

8 MEMBERSHIP FEE.

ORCPP Member shall pay DAS PS an annual membership fee for the period July 1 through June 30 of each year this Agreement is effective, based on the entity type, annual budget and corresponding fee, as specified in Exhibit A, Standard ORCPP Membership Fee Schedule.

8.1 The initial membership fee when this Agreement takes effect anytime from July 1 through December 31 is 100% of the annual fee. The initial fee when this Agreement takes effect anytime from January 1 through April 30 is 50% of the annual fee. The initial fee is waived when this Agreement takes effect anytime from May 1 through June 30.

8.2 From time to time, DAS PS may request, and ORCPP Member shall provide, ORCPP Member's budget information to determine the applicable annual membership fee. If DAS PS determines that the annual membership fee has changed based upon ORCPP Member's then-current budget, DAS PS will notify ORCPP Member in writing of the new annual membership fee, and ORCPP Member shall pay that amount when the next annual fee is due.

9 INVOICES AND PAYMENT.

DAS PS will invoice ORCPP Member each year in July for the next annual membership fee. ORCPP Member shall remit payment to DAS within 45 days of receipt of the invoice by one of the following methods:

9.1 Credit Card. The preferred method of payment for the ORCPP annual fee is to be paid by credit card. The payment portal can be found at the below web address.

<https://apps.oregon.gov/DAS/Procurement/EPS>

9.2 Electronic Funds Transfer. ORCPP Member shall coordinate with DAS PS on the process and documentation required to set up an account and remit payment electronically if this is the payment method of choice.

9.3 Check. Payments made by check must include the Agreement number from page 1 and be issued to the Oregon Department of Administrative Services and sent to:

DAS Shared Financial Services
Attention: Cashier
155 Cottage Street NE
Salem, OR 97301

DAS PS may terminate this Agreement for non-payment if the annual fee is not received within ninety (90) days of the issue date of the invoice.

10 INDEMNIFICATION.

10.1 Non-State Agency ORCPP Member as Qualified Entity under Section 2.1. Subject to limitations of ORCPP Member's organic law if ORCPP Member is a unit of local government as defined in ORS 190.003, a United States governmental agency with offices in Oregon or American Indian Tribes located in Oregon, ORCPP Member shall save, defend, hold harmless and indemnify, the State and its divisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or related to (1) the acts and omissions of the ORCPP Member, or its officers, employees and agents under this Agreement or (2) services or benefits DAS PS provides under this Agreement pursuant to a representation of ORCPP Member's Qualified Entity status and State's reliance thereon.

10.2 ORCPP Member as Qualified Entity under Section 2.2. If ORCPP Member is an entity specified in and meeting the requirements of ORS 279.855(1), (2) and (3) and OAR 125-055-0045, ORCPP Member shall save, defend, hold harmless and indemnify, the State and its divisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or related to (1) the acts or omissions of the ORCPP Member, or its officers, employees and agents under this Agreement and (2) services or benefits DAS PS provides under this Agreement pursuant to a representation of ORCPP Member's Qualified Entity status and State's reliance thereon.

10.3 Defense Obligation. With respect to any obligation to defend described in sections 10.1 and 10.2, the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State, its officers, employees and agents prior to such action or representation. Further, the State, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) important governmental interests are at stake; or (iii) the best interests of the State are served thereby. Contractor's obligation to pay for all costs and expenses shall include those incurred by the State in assuming its own defense and/or that of its officers, employees, or agents under (i) and (ii) above.

11 SUCCESSORS AND ASSIGNMENT.

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party shall assign or transfer its interest in this Agreement without the prior written consent of the other. Any such attempted assignment or transfer shall be void.

12 MERGER; AMENDMENT; WAIVER.

This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent or modification of the Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent or modification, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the State to enforce any provision of this Agreement shall not constitute a waiver by the State of that or any other provision.

13 LIMITATION OF LIABILITY.

ORCPP Member acknowledges and agrees that the State shall not be liable for any damages, including direct, indirect, incidental or consequential damages sustained by ORCPP Member, which arise out of or are in any way related to goods or services obtained from contractors under any Contract entered by ORCPP Member pursuant to this Agreement. State makes no representation or warranty regarding the suitability, durability, merchantability or fitness for a particular purpose of any goods or services purchased under any Contract.

14 COMPLIANCE WITH APPLICABLE LAW.

ORCPP Member shall comply with all federal, state and local laws, rules, regulations, and ordinances applicable to this Agreement or to ORCPP Member's obligations under this Agreement.

15 GOVERNING LAW; VENUE.

15.1 Governing Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

15.2 Designation of Forum. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

15.3 Federal Forum. Notwithstanding Section 15. 2, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

16 TAX CERTIFICATION.

By signature on this Agreement for ORCPP Member, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of the ORCPP Member and that ORCPP Member is, to the best of the undersigned's knowledge, not in violation of any applicable Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

17 SIGNATURES.

Each Party to this Agreement, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance obligations have been fully

authorized and approved, and that no further approvals or consents are required to bind such Party.

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

STATE OF OREGON acting by and through its
Department of Administrative Services,
EGS-Procurement Services

ORCPP Member acting by and through its
Port of Brookings Harbor

(name of entity)

By: _____

By:  _____

Printed Name _____

Gary Dehlinger _____

Printed Name

Title _____

Port Manager _____

Title

Date _____

7-29-19 _____

Date

(Additional signature lines may be added as necessary)

EXHIBIT A

Standard ORCPP Membership Fee Schedules

Fee Schedule 1 is the ORCPP membership fee for a Qualified Entity other than a special district as defined in ORS 198.010, and is based on the entity's adopted organizational annual budget.

Fee Schedule 2 is the ORCPP membership fee for special districts such as; irrigation districts, rural fire protection districts, water districts, utility districts, and other special districts as defined in ORS 198.010 with an adopted organizational annual budget under \$3,000,000.

1. Fee Schedule 1: Qualified Entity

(Provide a one-page summary of the entity's adopted annual budget with signed Agreement)

ORCPP Member (initial and date)	DAS PS (initial and date)	Organizational Budget MORE than	Organizational Budget LESS than	Annual Membership Fee
<i>[Signature]</i> 7-29-19		\$ 0.00	\$ 3,000,000	\$0.00
		\$ 3,000,000	\$ 7,500,000	\$ 500.00
		\$ 7,500,001	\$ 21,000,000	\$ 900.00
		\$ 21,000,001	\$ 30,000,000	\$ 1,000.00
		\$ 30,000,001	\$ 68,000,000	\$ 2,000.00
		\$ 68,000,001	\$ 90,000,000	\$ 3,000.00
		\$ 90,000,001	\$ 150,000,000	\$ 4,000.00
		\$ 150,000,001	and over	\$ 5,000.00
		* Oregon K-12 Schools, Charter Schools, ESDs, qualifying Oregon Child Nutrition Sponsors, and qualifying, Early Learning Service Providers, and Qualified Rehabilitation Facilities		\$ 0.00

150



**Department of
Administrative Services**
Enterprise Goods & Services - Procurement Services
1225 Ferry Street SE
Salem, Oregon 97301-4285
PHONE: 503-378-4642
FAX: 503-373-1626

July 29, 2019

Port of Brookings-Harbor
Attn: Gary Dehlinger
Port Manager

RE: Oregon Cooperative Procurement Program (ORCPP) Membership

Welcome to ORCPP! Your ORCPP membership is active.

Your ORCPP membership number is: **R08018**

Please reference your membership number on all purchase order documents when ordering off state price agreements and contracts. (This number identifies you to the suppliers/vendors as an authorized agency eligible to receive the special discounted state pricing.) In addition, the following paragraph should be included in any ordering document: *(The numbers are located in the upper right corner box each price agreement summary page in ORPIN.)*

"THIS PURCHASE IS PLACED AGAINST STATE OF OREGON PRICE AGREEMENT #: [REDACTED] THE CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T's & C's) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T's & C's EXPRESS OR IMPLIED".

Your ORCPP membership gives you access to the Oregon Procurement Information Network (ORPIN) to locate and utilize existing statewide price agreement/contracts, supplier database and allows you to post information on the e-procurement system to advertise solicitation projects and other information. You should shortly receive a copy of the executed Participation Agreement for your files.

Please let us know if you have questions.

Sincerely,

Kelly Stevens-Malnar

Kelly Stevens-Malnar
Program Manager
kelly.a.stevens-malnar@oregon.gov
PH: 503-378-3976

Adam Helvey

Adam Helvey
Program Manager
adam.l.helvey@oregon.gov
PH: 503-373-2106

portmanager@portofbrookingsharbor.com

From: HELVEY Adam L * DAS <Adam.L.HELVEY@oregon.gov>
Sent: Monday, July 29, 2019 1:54 PM
To: portmanager@portofbrookingsharbor.com
Cc: 'Kim Boom'; travis@portofbrookingsharbor.com; 'Martha Rice'
Subject: Port of Brookings Harbor
Attachments: Port of Brookings-Harbor - Perpetual Agreement.pdf; ORPIN Add User Form ORCPP.PDF; Port of Brookings Harbor_Welcome Letter.docx; ORCPP ORPIN User Guide 2019.pdf

Port of Brookings-Harbor – Welcome to OrCPP!
ORCPP #R08018 (Use this number when utilizing Statewide Contracts and on your P.O.s)

Good Afternoon Gary,

You are all set up as an ORCPP member. I have attached a few items including the final executed copy of the agreement and a welcome letter. Please let Kelly or I know what we can do to further assist you.

You are set up in ORPIN and ready to start utilizing the many State of Oregon Contracts!

<http://orpin.oregon.gov/open.dll/welcome>

Logon: gdehlinger

Password: orpin19 (please feel free to change this once you log in to the system)

ORCPP Tutorial for New Users: [ORCPP Tutorial](#)

Once you are logged in, use the **Statewide Contract Search** option in the left hand menu bar to look for price agreements. There are multiple ways to search, but either the *Keyword* or *Number* option is the fastest method. You will also want to review the contracts and connect with all the contract holders to begin set up your “new” accounts with them, *i.e.*, Grainger, wireless phones, copiers, Fastenal, MS Office Enterprise Licenses, Office Supplies (OfficeMax, Staples, or Metro), and so many more.....

To get you up and going, attached is an add user form for any of your other staff whom would like access, a list of our contracts that is sorted by the suppliers name, and a desk reference guide that will show you some tips on using the system. I have also added you to ORCPPlink; listserv for updates on training and new contracts.

Sincerely,



Adam Helvey OPMA, OPBC
ORCPP Program Manager and Supplier
Outreach
(P) 503-373-2106 (F) 503-373-1626
<http://procurement.oregon.gov>
Data Classification Level 2 - Limited

From: portmanager@portofbrookingsharbor.com [mailto:portmanager@portofbrookingsharbor.com]
Sent: Monday, July 29, 2019 10:02 AM
To: HELVEY Adam L * DAS <Adam.L.HELVEY@oregon.gov>
Cc: 'Kim Boom' <accounts@portofbrookingsharbor.com>; travis@portofbrookingsharbor.com; 'Martha Rice' <mrice@attyblack.com>
Subject: RE: Port of Brookings Harbor

Hi Adam,

Please see attached signed agreement. Let me know if you need additional documentation.

Thank you,
Gary

From: HELVEY Adam L * DAS <Adam.L.HELVEY@oregon.gov>
Sent: Monday, July 29, 2019 9:31 AM
To: portmanager@portofbrookingsharbor.com
Cc: 'Kim Boom' <accounts@portofbrookingsharbor.com>; travis@portofbrookingsharbor.com
Subject: RE: Port of Brookings Harbor

Good Morning Gary,

I am in the office now and have time most of the day. If you want a call to happen, probably any time before 2pm would be best. Thanks.



Adam Helvey OPMA, OPBC
ORCPP Program Manager and Supplier
Outreach
(P) 503-373-2106 (F) 503-373-1626
<http://procurement.oregon.gov>
Data Classification Level 2 - Limited

From: portmanager@portofbrookingsharbor.com [mailto:portmanager@portofbrookingsharbor.com]
Sent: Friday, July 26, 2019 11:02 AM
To: HELVEY Adam L * DAS <Adam.L.HELVEY@oregon.gov>
Cc: 'Kim Boom' <accounts@portofbrookingsharbor.com>; travis@portofbrookingsharbor.com
Subject: RE: Port of Brookings Harbor

Thank you for responding so quick. I would like to discuss, maybe early next week, our immediate need to purchase a drop-in restroom from one of the States approved vendors CXT. I am available anytime Monday or Tuesday. Please let me know what time works for you.

Thank you,
Gary

From: HELVEY Adam L * DAS <Adam.L.HELVEY@oregon.gov>
Sent: Friday, July 26, 2019 10:24 AM
To: portmanager@portofbrookingsharbor.com
Cc: 'Kim Boom' <accounts@portofbrookingsharbor.com>; travis@portofbrookingsharbor.com
Subject: RE: Port of Brookings Harbor

Good Afternoon,

The ORCPP Program is an Intergovernmental agreement that allows the Port to post opportunities on ORPIN, so any potential procurement projects you have coming up. It allows you to track interest in them, find other alike entities procurement documents to use as research and strategy efforts.

It also allows you to purchase off of over 340 statewide price agreements on anything from armored car services, to medical supplies, to vehicles, to industrial supplies and so much more.

This also includes access to some of the State of Washington price agreements as well, since we have an interstate agreement with them.

In essence it saves time and money. Both myself and my partner are here to help your office. Attached is our agreement and below are the pages needed to be filled out. Please let me know if you have any questions. I am on the road today, but we can talk on the phone if you would rather. Thanks.

1-3 - Contact info

P. 8 – signature

p. 9 – Initial next to the section that indicates the appropriate fee (no fee for budgets under 3 million)

Please provide a one page budget summary as well. (not necessary if your budget is under 3 million)

All of this can be emailed back to me. Thanks.



Adam Helvey OPMA, OPBC
ORCPP Program Manager and Supplier
Outreach
(P) 503-373-2106 (F) 503-373-1626
<http://procurement.oregon.gov>
Data Classification Level 2 - Limited

From: portmanager@portofbrookingsharbor.com [<mailto:portmanager@portofbrookingsharbor.com>]
Sent: Friday, July 26, 2019 9:46 AM
To: EGS PS Info ORCPP * DAS <Info.ORCPP@oregon.gov>
Cc: 'Kim Boom' <accounts@portofbrookingsharbor.com>; travis@portofbrookingsharbor.com
Subject: Port of Brookings Harbor

Hello,

The Port is interested in joining ORCPP and would like to understand how ORCPP works and potential benefits for the Port.

Thank you,

Gary Dehlinger
Port Manager
Cell 541-254-4162
Office 541-469-2218, ext 406
portmanager@portofbrookingsharbor.com



Environmental Health Services
94235 Moore Street, Suite 121
Gold Beach, OR 97444
P: 541-247-3387

To: Interested Parties
From: Environmental Health Services
Date: Jan 01, 2018
Subject: Traveler's Accommodations

Reference: Oregon Health Authority - Licensing for Bed & Breakfast, Lodges, R.V. Parks, Motels, Picnic Parks, and Organizational Camps

All parties interested in opening a Bed and Breakfast Facility in Curry County that have three or more rooms open for occupancy must obtain operating licenses from the Oregon State Health Division. There are two licenses required: one for the food service and one for the traveler's accommodations. With this licensing, you are obligated to comply with all rules pertaining to Travelers Accommodations, OAR 333-29 and B&B Food Service OAR 333-170. In order to obtain a license please refer to steps outlined below.

Pre-construction:

1. Obtain land use approval by completing and submitting the "Land Use Compatibility Statement" to the appropriate planning department.
2. Complete and submit a "Plan Review", the approved "Land Use Compatibility Statement", and a \$580 fee to Curry County.
3. The completed plans will be reviewed for compliance with health division codes and an approval letter will be sent if approved.

Construction:

1. The facility is then constructed with the proper building permits.
2. Once the construction is finished the facility can then apply for the operating licenses. If the building is an existing structure, building permits may not be required, and the license application can be submitted.

Post-construction:

1. Complete and submit the pre-opening checklist along with the traveler's accommodation license and food service license applications.
2. An inspector from our office will contact you to arrange for a pre-opening inspection at which at the time the two licenses will be issued. The fees for these licenses are listed on the enclosed fee schedule.

For more information, please feel free to call or email:

Kent Downs
Karin Larsen
541-247-3387
downsk@currych.org
larsenk@co.curry.or.us

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Environmental Health Services
94235 Moore Street, Suite 121
Gold Beach, OR 97444
P: 541-247-3387

Plan Review Packet

This packet is intended to help you through the plan review process and to assure that your facility will meet all applicable rules. This packet is also intended to evaluate your proposed operation to help you provide the safest facility possible.

This packet consists of:

- Plan Review Application Form
- Land Use Compatibility Statement
- Oregon Administrative Rules
- Chapter 333-29: Travelers' Accommodation Rules
- Pre-License Checklist
- License Application

Please complete the Plan Review Application and the Land Use Compatibility forms and submit them with the required plan review fee to Curry County. Approval from Curry County must be obtained before construction of your new facility. The Pre-License Checklist must be signed-off by the appropriate agencies and submitted with the License Application.

If you have any questions, please contact us at 541-247-3387 for assistance.



Environmental Health Services
94235 Moore Street, Suite 121
Gold Beach, OR 97444
P: 541-247-3387

Plan Review Application

Tourist Facility new construction or alteration

APPLICATION IS HERBY MADE TO CONSRUCT OR ALTER THE FOLLOWING FACILITY. IT IS UNDERSTOOD THAT PLAN APPROVAL BE GIVEN BEFORE ANY ACTUAL WORK IS DONE ON THE PROJECT. ANY APPLICABLE BUILDING OR PLUMBING CODES MUST BE ADHERED TO.

Name of facility: _____

Location: _____

Owner: _____

Owner Address: _____

Owner Phone: _____

Contractor/Engineer: _____

Type of Construction: New Alteration

Type of Facility: Hotel/Motel Bed & Breakfast
 R.V. Park Organizational Camp
 Picnic Park

I agree that the above described facility will be constructed in compliance with the plans and specifications as approved by the Oregon Health Authority.

Applicant Signature: _____ Date: _____

Application must include the following:

1. Detailed drawings or blueprints showing proposed layout arrangement, mechanical plans, and construction materials of the facility.
2. A brief written description of the proposed operation.
3. Plan review fee of \$580

DEPARTMENT OF HUMAN RESOURCES
OREGON HEALTH AUTHORITY

HEALTH AUTHORITY LAND USE COMPATIBILITY STATEMENT

1. GENERAL INFORMATION

- a. Project Title _____
- b. Applicant _____
- c. Type of Project _____
- d. Contact Person _____
Engineer, owner, etc. Including title.

Street address

City, Zip Code Phone
- e. Local government entity with comprehensive planning authority over the site of the proposed project:
- Agency Name: _____ Phone: _____
- Address: _____ Zip Code: _____

LAND USE COMPATIBILITY DETERMINATION

(Complete either 2 or 3)

2. PLANNING AUTHORITY STATEMENT (Completed by local planning authority)

- a. I certify that this project has been reviewed for compatibility with:
- The local acknowledged plan
 - Statewide planning goals. The goals apply because
 - There is no acknowledged plan OR
 - Conditions described in OAR 660-31-020(3) apply
- b. I find that this project IS IS NOT compatible.
- Attach written findings as required in ORS 215.416(6) or 227.173(2) or OAR 660-31-025 2(B).

Signed _____ Title _____ Date _____

3. APPLICANT REQUEST FOR PLAN REVIEW APPROVAL

I hereby certify that I have applied to the local governments cited in 1.e. above for a determination of compatibility with the local acknowledged plan or the statewide planning goals as applicable. I hereby request that the Division issue the plan review approval with the understanding that issuance of said approval is not a finding of compliance with the statewide planning goals or compatibility with the applicable, acknowledged comprehensive plan, but will be conditional, pending the applicants receiving a land use approval from each unit of local government. When signed, such approval shall be forwarded to the Division.

Signed _____ Title _____ Date _____



Environmental Health Services
94235 Moore Street, Suite 121
Gold Beach, OR 97444
P: 541-247-3387

PRE-LICENSE CHECKLIST

COMPLETE AND SUBMIT WITH LICENSE APPLICATION

Name of facility: _____

Location: _____

Owner: _____

Owner Address: _____

Owner Phone: _____

	<u>Approved By</u>	<u>Date</u>
Land Use Compatibility Planning Approval	_____	_____
Building Department (Final Inspection or C of O)	_____	_____
Sewer District / DEQ County Sanitarian	_____	_____
Water District	_____	_____
Fire Marshall	_____	_____
City Manager	_____	_____

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Oregon Health Authority

Public Health Division

Oregon Administrative Rules

Chapter 333 Division 030

Organizational Camps

**This information is available in alternate format from the
Oregon Health Authority – Public Health Division
Organizational Camp Program at (971) 673-0977.**

You may also obtain the rules from these websites:

<http://public.health.oregon.gov/HealthyEnvironments/Recreation/PoolLodging>

Current Revision
January 1, 2018

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**OREGON ADMINISTRATIVE RULES
OREGON HEALTH AUTHORITY, PUBLIC HEALTH DIVISION
CHAPTER 333**

DIVISION 30 - ORGANIZATIONAL CAMPS

333-030-0005 Purpose

These rules prescribe the requirements for the construction, operation and use of organizational camps. They are for the purpose of protecting the health and welfare of persons using these camps. Various types of activities are found in organizational camps and the rules are designed to assure the protection of individuals consistent with those activities.

333-030-0010 Adoption by Reference

Outside standards, listings and publications referred to in these rules are by reference made a part of these rules as if fully set forth.

333-030-0015 Definitions

As used in these rules unless otherwise required by context:

- (1) "Administrator" means the Public Health Director of the Oregon Health Authority or designee.
- (2) "Ancillary activity" means an individual or group using the camp facilities in a manner unrelated to the camp's mission or programs. An example might include a wedding party or a business group using a Boy Scout Camp for a reception or meeting. Such activities may require the camp to maintain a food service or traveler's accommodation license in addition to the organization camp license.
- (3) "Approved" means approved in writing by the Oregon Health Authority, Public Health Division.
- (4) "Cabin cooking" means food preparation in a facility usually equipped with residential grade cooking and cooling equipment, and usually done by campers for themselves.
- (5) "Camp" means an organizational camp as defined in section (24) of this rule.
- (6) "Camp commissary" means the central food storage and distribution facility when cabin or wilderness/primitive cooking are regularly practiced.
- (7) "Camp director" means the person on-site who has the overall responsibility for the programs and activities under the direction of the camp operator.
- (8) "Camp health director" is an adult, 18 years of age or older, who is responsible for routine and emergency health care services at the camp (see "program director" and "program supervisor").
- (9) "Camp operator" means either the license holder or a contract or rental group the license holder has contracted with to use part or all of the camp facilities and, whichever has overall responsibility for the camp programs and activities.
- (10) "Camp staff" includes paid and unpaid staff and volunteer leaders working directly for the license holder or contract or rental group.
- (11) "Contract groups" or "rental groups" are organized groups that use the camp facilities under contracted arrangement with the license holder or camp owner.
- (12) "Day camp" means an organizational camp facility that campers attend for an established period of time, leaving at the end of the camping day.
- (13) "Delegated county" means a county delegated authority to administer the Organizational Camp Program under ORS 446.425. (See also "Local Public Health Authority").
- (14) "Division" means the Public Health Division of the Oregon Health Authority.
- (15) "Family camp" means sessions operated or staffed by the license holder or contract group or rental group for parents and children as family groups. Parents and guardians are on-site and have frequent contact with and make decisions on behalf of their children.

- (16) "Health disclosure" means an up-to-date record of the camper's or staff's past and present health status. The health disclosure shall include, at a minimum, special health issues, activity limitations, allergies, medications, dietary restrictions and a record of recent immunizations.
- (17) "Health services" means the services provided to campers and staff including first aid, medication management, provision of prescribed medical treatment and health practices.
- (18) "Landlord" means a tourist facility owner holding a license issued under ORS 446.310 to 446.350.
- (19) "License holder" means the person to which the organizational camp license has been issued by the Division or local public health authority.
- (20) "Lifeguard" has the meaning given that term in OAR 333-060-0015 (Public Swimming Pools).
- (21) "Local Public Health Authority (LPHA)" has the meaning given that term in ORS 431.003.
- (22) "Off-site" means outside of the boundaries of the camp facility.
- (23) "On-site" means within the boundaries of the licensed camp facility.
- (24) "Organizational camp" has the meaning given that term in ORS 446.310.
- (25) "Outdoor cooking" means meals are prepared using primitive or outdoor cooking methods.
- (26) "Outdoor youth program" means a program that provides, in an outdoor living setting, treatment services to youth who are enrolled in the program because they have behavioral problems, mental health problems or problems with abuse of alcohol or drugs.
- (27) "Permanent sleeping unit" means cabins, platform tents, huts and other shelters that are used for sleeping and remain stationary for more than six nights in an organizational camp.
- (28) "Person" means individuals, corporations, associations, firms, partnerships and joint stock companies as well as public entities such as schools, colleges, public or private educational corporations.
- (29) "Physician" as used in these rules means a person who holds a Doctor of Medicine degree (MD) or a Doctor of Osteopathic Medicine degree (DO) and is licensed to practice in Oregon.
- (30) "Potentially hazardous food (time/temperature control for safety food)" has the meaning given that term in OAR 333-150-0000 1-201.10(B).
- (31) "Primitive camping" means a type of camping, during which the campers use non-permanent sleeping structures such as tents, tarps and ground cloths.
- (32) "Program assistants" means the staff required to operate a program area or activity, trained in their responsibilities and under the direct supervision of the program director or program supervisor.
- (33) "Program director" means an individual with appropriate training and experience in the program area or activity for which the individual has overall responsibility.
- (34) "Program supervisor" means an individual that supervises the operation of a program area or activity under the direction of a program director who has appropriate training and experience in the program area or activity he or she supervises.
- (35) "Public spa pool" has the meaning given that term in OAR 333-062-0015 and includes, but is not limited to, spa pools owned or operated by organizational camps.
- (36) "Public swimming pool" has the meaning given that term in OAR 333-060-0015 and includes, but is not limited to, swimming pools owned or operated by organizational camps.
- (37) "Public wading pool" has the meaning given that term in OAR 333-060-0015 and includes, but is not limited to, wading and spray pools owned or operated by an organizational camp.
- (38) "Recreation park" has the meaning given that term in OAR 333-031-0002.
- (39) "Resident camp" means an organizational camp facility where campers stay overnight for three consecutive nights or more.
- (40) "Short-term resident camp" means an organizational camp facility where campers stay overnight for two consecutive nights or less.
- (41) "Specialized program activity" means an activity where safe conduct requires supervision by persons with the specialized training and experience to make judgments concerning equipment, procedures and safety considerations. Examples of specialized activities include the use of ropes courses, archery or other target sports, gymnastics, bicycling, use of motorized vehicles or use of aquatic facilities.

- (42) "Tenant" means a person or public body defined in ORS 174.109 that:
- (a) Is not under the common ownership, management or control with the landlord;
 - (b) Rents or leases all or part of a tourist facility from a landlord for the purpose of operating an organizational camp, conference or other private gathering on one or more days during the term of the rental or lease; and
 - (c) For the term of the rental or lease enjoys exclusive occupancy of the rented or leased part of the tourist facility.
- (43) "These rules" means OAR 333-030-0005 through 333-030-0130.
- (44) "Tourist facility" means any travelers' accommodation, hostel, picnic park, recreation park and organizational camp.
- (45) "Waterfront activities" means those activities, such as swimming or boating, occurring in or on bodies of water other than a licensed public swimming, public wading or public spa pools.
- (46) "Variance" means written permission from the Division for an organizational camp to be operated when it does not comply with all the applicable rules for Organizational Camps.

333-030-0020 Licensing Required

- (1) No person shall establish, operate, manage or maintain an organizational camp without first securing a license from the Division or the local public health authority. Either the landlord or tenant may be issued a license for an organizational camp operated under contract, rental or leasehold arrangements. The license holder is responsible for compliance with these rules, with the exception of duties delegated to a tenant as specified in OAR 333-030-0023.
- (2) All licenses issued under ORS 446.310 to 446.350 terminate and are renewable on December 31 of each year.

333-030-0023 Delegation of Duties

- (1) A landlord may enter into a contract to delegate specific duties to a tenant for the term of the rental or lease of all or part of an organizational camp. The duties that may be delegated to a tenant through contract are:
- (a) OAR 333-030-0050(4) relating to bedding;
 - (b) OAR 333-030-0055(2)(e) relating to toilet tissue;
 - (c) OAR 333-030-0055(2)(f) relating to non-water-carried waste;
 - (d) OAR 333-030-0055(3)(a)(C) and (D) relating to soap and paper towels;
 - (e) OAR 333-030-0055(3)(d) relating to handwashing facilities;
 - (f) OAR 333-030-0060(2) through (4) relating to laundry facilities;
 - (g) OAR 333-030-0065 relating to solid waste;
 - (h) OAR 333-030-0070(1), (2), (4) and (5) relating to insect and rodent control;
 - (i) OAR 333-030-0090(1) and (5) relating to sewage collection and disposal;
 - (j) OAR 333-030-0095(2) through (6) relating to food service;
 - (k) OAR 333-030-0100(3) relating to an emergency plan;
 - (l) OAR 333-030-0103 relating to camp administration;
 - (m) OAR 333-030-0105(2) through (9) relating to health services;
 - (n) OAR 333-030-0110(1)(a), (c), (d), (e) and (g), (2)(c), (3) and (4) relating to programs and facilities;
 - (o) OAR 333-030-0115 relating to transportation;
 - (p) OAR 333-030-0120(3)(b), (5) and (6)(e) relating to fire safety; and
 - (q) OAR 333-030-0125 relating to chemical and physical hazards.
- (2) The landlord is responsible for compliance with duties specified in section (1) of this rule relating to cleanliness of the facility prior to delegating duties to a tenant. The tenant is responsible for compliance with delegated duties relating to facility cleanliness for the term of the contract.

333-030-0025 Application

- (1) An application for a license, accompanied by the required fee, must be made upon forms provided by the Division or local public health authority at least 30 days prior to opening an organizational camp.

(2) Thirty days prior to any change of license holder, the Division or local public health authority must be notified of the change and an application for a new license, accompanied by the required fee, must be submitted by the new owner or operator.

333-030-0030 Required Fees

The fee for an original license or the annual renewal of a license is the fee specified by the county local public health authority that has been delegated authority by the Division under ORS 446.425 or the fee specified by statute.

333-030-0035 Renewal of License

(1) Application for renewal licenses must be submitted on the forms supplied by the Division or local public health authority and must be accompanied by the required fee.

(2) Renewal licenses may be issued upon determination of substantial compliance with ORS chapter 446 and these rules.

333-030-0040 Plans

(1) No person shall construct, enlarge or alter any organizational camp or convert the use of an existing structure to an organizational camp without first securing appropriate permits. A copy of a building plan approval or building permits issued by the building department having jurisdiction must accompany the plot plan.

(2) When proposing to make improvements to an organizational camp a plot plan showing the general layout of the organizational camp must be submitted to the local public health authority. The location for each of the following must be clearly shown and identified:

- (a) Property lines;
- (b) Proposed and existing construction;
- (c) Building floor plans that include the location of plumbing fixtures;
- (d) The number, size, type and location of all permanent structures and facilities;
- (e) Location of all proposed and existing water supply and sewage disposal systems;
- (f) Location of water and sewer lines;
- (g) Estimated total number of campers and staff to be using the facilities at any given time; and
- (h) Location of storage, collection and disposal facilities of solid waste.

(3) Whenever a food service facility at an organizational camp is constructed or extensively remodeled and whenever an existing structure at an organizational camp is converted to use as a food service facility, properly prepared plans and specifications for such construction, remodeling or conversion must be submitted to the local public health authority for approval before construction. Plans must be submitted in accordance with Oregon Food Sanitation Rules OAR 333-150-0000 part 8-2.

333-030-0050 Sleeping Space

(1) Each permanent sleeping unit must have:

- (a) For fire safety, at least 30 inches (760 mm) of walking space between beds or sleeping bags placed on the floor.
- (b) At least 30 inches (760 mm) separation between the heads of sleepers must be provided for communicable disease prevention. In lieu of such separation, partitions or physical barriers are acceptable.
- (c) At least 30 inches (760 mm) vertical separation between tiers of beds or between the top tier and the ceiling.
- (d) Where two tiers of beds are provided, there must be at least 10 inches (254 mm) of space between the floor of the sleeping units and the underside of the first tier of beds. In lieu of such spacing, the first tier of bunks must have a continuous base, which must be sealed to the floor.
- (e) Upper bunk beds must have a guardrail on each side of the bed, except a guardrail need not be provided on the side of a bed securely attached to a wall. The guardrails must create no spaces wider

than 3.5 inches (89 mm) to prevent an entrapment or choking hazard, and must extend at least 5 inches (127 mm) above the top of the mattress.

(2) Permanent sleeping units must be provided with cross ventilation or must comply with the ventilation requirements of the Oregon Department of Consumer and Business Services (DCBS), Building Codes Division.

(3) Sleeping units and furnishings must be kept clean and in good repair.

(4) Bedding:

(a) Pillowslips, sheets, towels and washcloths, when provided by the camp operator, must be washed at least once per week and before being assigned to a different camper or staff member.

(b) Blankets, spreads, mattresses and pillows must be kept clean and free of insect infestation. Mattresses must be covered with a non-absorbent cover or other approved protection and must be maintained clean and in good repair.

(c) If sheets are not provided by the camp operator, the cover, pad, or mattress must be cleaned for each incoming camper or staff member, and more often if necessary.

333-030-0055 Bathing, Handwashing and Toilet Facilities

(1) Facilities for toileting, bathing and handwashing must:

(a) Be illuminated for cleaning;

(b) Be ventilated by mechanical or natural means;

(c) Have floors that are smooth, impervious and easily cleanable;

(d) Have an effective water-tight union where a floor and wall join;

(e) Have smooth, easily cleanable and impervious wall surfaces; and

(f) Be kept clean, sanitary, free of mold and mildew, and in good repair.

(2) Plumbed and unplumbed toilet facilities in all organizational camps must meet the following requirements:

(a) There must be one toilet (plumbed or unplumbed) for every 15 campers or fraction thereof except in day camps in which one toilet for every 50 campers or fraction thereof is required.

(b) Separate toilet rooms for each gender, or locking unisex toilet rooms, must be provided when both genders are to be accommodated simultaneously;

(c) Urinals may be substituted for no more than one-third the required toilets for males;

(d) Toilets or urinals must not be located in sleeping rooms;

(e) Toilet tissue must be provided at each privy or toilet at all times the camp is in operation; and

(f) Unplumbed toilet facilities must comply with OAR 340-071-0320 and the Nonwater-Carried Waste Disposal Facilities, Materials, and Construction requirements of the Department of Environmental Quality (DEQ), OAR 340-073-0065 through 0075 and the DCBS Building Specialty Codes.

(3) **HANDWASHING.** Handwashing facilities in all organizational camps must meet the following requirements:

(a) Handwashing facilities must:

(A) Be located in close proximity to privies, toilets or urinals;

(B) Be supplied with a change of clean water for each use;

(C) Be supplied with soap; and

(D) Be provided with single use towels, a continuous towel system, a heated-air hand drying device, or an air-knife system that delivers high-velocity, pressurized air at ambient temperatures.

(E) Notwithstanding paragraph (D) of this subsection, if a sleeping room that is limited to no more than four campers has a dedicated toilet room, individual personal towels may be used.

(b) Handwashing facilities must be conveniently provided wherever a toilet facility is located.

(c) A minimum of one handwashing sink must be provided for every 30 campers or fraction thereof.

(d) Where permanently plumbed handwash sinks cannot be provided, the following may be substituted:

(A) A water container may be used provided it allows a stream of water without needing to be held open and waste water must be collected in a container and disposed of properly or must flow into an approved waste water drain system;

(B) Single-use hand wipes; or

(C) Hand sanitizer.

(4) **BATHING FACILITIES.** Resident camps must provide one bathing facility (shower or bathtub) for every 20 campers or fraction thereof. Bathing facilities must comply with the following:

(a) There must be clean warm water supplied for each use:

(A) By having a tempering valve capable of providing a water temperature not to exceed 120 degrees Fahrenheit (49 degrees Celsius); or

(B) In lieu of a tempering valve, a mixing faucet with a hot water supply providing a water temperature of not to exceed 120 degrees Fahrenheit (49 degrees Celsius) may be provided along with a cold water supply.

(b) Separate bathing facilities must be provided for each gender, or locking unisex bathing facilities must be provided when both genders are to be accommodated simultaneously;

(c) Shower walls, ceilings and partitions must be impervious to water;

(d) Bathtub and shower floor areas must be finished with slip-resistant, impervious and easily cleanable surfaces;

(e) Shower floors must be sloped to effectively drain all waste water;

(f) Wooden racks over shower floors are prohibited; and

(g) Where glass bath or glass shower doors are used, such doors must be made of safety glass.

333-030-0060 Laundry Facilities

(1) Laundry facilities, when provided, must be located in areas separate from sleeping units, food preparation areas and unpackaged food storage.

(2) Laundry facilities must be kept clean and well maintained.

(3) All clean linen must be stored in clean storage rooms or cupboards.

(4) Soiled linen and clothing must be stored in an area separate from food preparation and unpackaged food storage areas prior to laundering.

333-030-0065 Solid Waste

(1) Solid waste must be disposed of in a manner, which complies with the applicable rules of the Department of Environmental Quality, OAR chapter 340, divisions 93, 94, 95 and 96.

(2) Solid waste must be stored in individual garbage containers, storage bins or storage vehicles. All such containers, bins or vehicles must:

(a) Have tight-fitting lids, covers or closable tops;

(b) Be durable, rust-resistant watertight, rodent proof and readily washable; and

(c) During times of food preparation and service, waste containers in food preparation and service areas may be uncovered.

(3) The premises of each organizational camp must be kept orderly and free of litter and refuse.

(4) All solid waste must be collected for disposal or recycling at regular intervals so as not to create:

(a) Vector harborage and sustenance;

(b) Objectionable odors; or

(c) Any overflowing of solid waste or other unsanitary conditions.

(5) Solid waste containing putrescible waste must be collected for disposal at regular intervals not to exceed seven days.

(6) Solid waste must be transported in a manner that complies with the rules of the Department of Environmental Quality OAR 340-093-0220 (Transportation).

333-030-0070 Insect and Rodent Control

(1) The grounds, buildings and structures used or intended for human use and habitation must be kept clean and maintained to prevent access, harborage and infestation by insects, rodents and vermin.

(2) The camp health director, or other person knowledgeable in pest identification, must check the sleeping areas and other harborages for bedbugs whenever there are complaints or possible bites.

(3) All openings into the outer air of permanent kitchens and dining room must be effectively screened, unless other effective means are provided to prevent the entrance of insects or rodents. Where screens are used, there must be not less than 16 meshes per lineal inch, and all screen doors must be equipped with a self-closing device.

(4) Pesticides must be registered with the Environmental Protection Agency and the Oregon Department of Agriculture and be applied in accordance with the label directions and Oregon Department of Agriculture requirements.

(5) Pesticides and other hazardous materials must be properly labeled, in the original containers, and stored in secured and locked areas not accessible to campers separate from all food service, food storage and food preparation areas, sleeping areas and linens.

333-030-0075 Recreational Vehicles

(1) Recreation parks associated with an organizational camp are not required to meet the licensure requirement in ORS 624.320 if the park is only used by individuals participating in, or working for the organizational camp program.

(2) Organizational camps that provide accommodations for recreational vehicles as defined in ORS 446.003 must comply with the Division's rules for the Construction, Operation and Maintenance of Recreation Parks, OAR 333-031-0002 through 333-031-0075 and must comply with the Department of Consumer and Business Services' Building Codes Division's rules for the Recreational Parks and Organizational Camps, OAR 918-650-0000 through 918-650-0080.

333-030-0080 Water Quality, Source and Distribution

Water supply systems serving organizational camps must comply with Oregon Administrative Rules for Public Water Systems, OAR 333-061-0005 through 333-061-0095, and must be:

(1) Regulated as a Public Drinking Water System under OAR chapter 333, division 061; or

(2) Meet the requirements in OAR 333-150-0000 section 5-102.11.

333-030-0085 Building Plumbing

All building plumbing must comply with the applicable requirements of the Oregon Department of Consumer and Business Services, Building Codes Division. New water supply distribution systems, or systems remodeled, enlarged or converted after the effective date of these rules must meet the requirements of the 2008 Oregon Plumbing Specialty Code.

333-030-0090 Sewage Collection and Disposal

(1) No untreated or partially treated sewage, liquid waste or septic tank effluent shall be discharged directly or indirectly onto the surface of the ground or into the public waters.

(2) All sewage and waste water plumbing must be designed, constructed and maintained in compliance with the minimum standards set forth in the 2011 Oregon State Plumbing Specialty Code.

(3) Sewage and waste water must be disposed of into an area-wide sewerage system or in a manner approved by the Department of Environmental Quality in accordance with the rules for On-Site Sewage Disposal, OAR 340-071-0100 through 340-071-0600.

(4) Any construction, alteration or repair of an on-site sewage disposal system or any part thereof must comply with the rules of the Department of Environmental Quality, OAR chapter 340, division 71.

(5) If non-water carried waste disposal facilities are provided, such facilities must comply with the rules of the Department of Environmental Quality, OAR 340-071-0330.

333-030-0095 Food Service

(1) FOOD SANITATION RULES. Eating and drinking facilities, commissaries, mobile units and vending machines operated in conjunction with organizational camps must be constructed, operated and maintained in compliance with the Division's Food Sanitation Rules, OAR 333-150-0000 with the following exceptions:

(a) Areas for food storage, preparation and service that are restricted to individual or single-family use;

(b) A food service facility must have toilet and handwashing facilities for use by the kitchen staff and food handlers. Toilet and handwashing facilities associated with the food service facility are not required to be made available to campers.

(2) **EMPLOYEE TRAINING.** The camp must have trained food preparation staff if the organizational camp prepares food in camp food service facilities.

(a) Resident camps must:

(A) Provide a food manager, currently certified by one of the Division-approved food manager certifying agencies or organizations, who supervises the food preparation activities; or

(B) Assure that all food preparation staff have a current Oregon food handler certification.

(b) Short-term resident camps must have at least one individual involved with food preparation activities that has, at a minimum, an Oregon food handler certification.

(3) **CAMP COMMISSARIES:**

(a) A camp commissary must have staff trained as required in section (2) of this rule.

(b) The food service equipment and utensils must be washed, rinsed, sanitized and air-dried between uses. The camp commissary must have a minimum three-compartment sink or commercial mechanical warewashing machine approved by the Division. The sinks or dishwashing equipment must be large enough to immerse the largest dish or utensil to properly wash, rinse and sanitize dishes and utensils.

(c) To the extent possible, food distributed from the camp commissary to the remote cooking location should be in a form so that handling is minimized (for example, pre-formed meat patties and prepared salads).

(4) **OUTDOOR COOKING.** A camp engaging in wilderness and outdoor cooking must ensure that camp staff are knowledgeable about and practice food service in accordance with the following health and safety guidelines:

(a) A camp should minimize or avoid the serving of high risk (potentially hazardous) foods.

(b) Leftover potentially hazardous food (time/ temperature controlled for safety foods) that have been prepared for service may not be re-served.

(c) Campers and staff doing the food preparation must wash their hands frequently to remove dirt and prevent cross-contamination of foods.

(d) The camp operator must assure an adequate supply of safe drinking water or provide equipment, methods and procedures for purifying drinking water. Whenever possible, drinking water should be obtained from an approved water system. If that is not possible:

(A) Water must be purified by boiling for one minute (or three minutes if at an altitude of greater than 6500 feet); or

(B) Water must be purified using a micro-filter filtration system to remove microorganisms and viruses and two drops of liquid chlorine per quart of water must be added to finish treatment, with 30 minutes of contact time allowed before drinking. The micro-filter filtration system must be used according to the manufacturer's recommendations.

(e) Campers must be versed in safe operation of camp stoves and handling of flammable liquids.

(5) **CABIN COOKING.** A camp engaging in cabin cooking must ensure that camp staff are knowledgeable about and practice food service in accordance with the following health and safety guidelines:

(a) Leftover potentially hazardous foods (time/temperature control for safety foods) that have been prepared for service may not be re-served.

(b) Campers and staff doing the food preparation must wash their hands frequently to remove dirt and prevent cross-contamination of foods.

(c) The license holder must assure an adequate supply of safe drinking water. Drinking water must be obtained from an approved water system.

(6) **DAY CAMP FOOD SERVICE.** Full-service meal service must comply with OAR 333-150-0000 and sections (1) and (2) of this rule. Food service limited to beverages, snacks and sack lunches must comply with OAR 333-150-0000 and the additional guidelines below:

(a) Parents or guardians must be advised to include only non-potentially hazardous foods (non-time/temperature control for safety foods) in the sack lunch.

- (b) Sack lunches that contain potentially hazardous foods (time/temperature control for safety foods) must be stored in coolers and refrigerators maintaining a food temperature of 41 degrees Fahrenheit or lower.
- (c) Foods or beverages, once served and if opened, may not be collected and re-served.
- (d) Persons handling foods must properly wash their hands before handling foods. Where unprotected foods are handled, bare hand contact must be minimized.

333-030-0100 Emergency Procedures

- (1) Each organizational camp must retain on-site a written emergency plan outlining procedures to be followed in each of the following situations:
 - (a) Natural disasters and other emergencies;
 - (b) Lost camper or lost swimmer, if applicable;
 - (c) Fires;
 - (d) Transportation emergencies;
 - (e) Severe illnesses, injuries or communicable diseases;
 - (f) Stranger in camp;
 - (g) Active shooter or violent intruder in camp; and
 - (h) Transition of supervision and release of campers to a designated responsible party.
- (2) The emergency plan must contain, at a minimum:
 - (a) Evacuation procedures;
 - (b) Procedures for communication with emergency medical services and facilities;
 - (c) The location of the nearest fire station;
 - (d) Procedures for the control of vehicular traffic through the camp; and
 - (e) The location of the Automatic External Defibrillator (AED).
- (β) The camp operator must:
 - (a) Designate individuals to be responsible for carrying out the emergency plan;
 - (b) Instruct all employees and volunteers in the emergency plan and their duties in the event of an emergency situation; and
 - (c) Retain written documentation that all employees are aware of their responsibilities under the emergency plan and their duties therein.
- (4) The following emergency information must be posted conspicuously near the phone or alternative communication system used by the camp for off-site emergency communication, be accessible during all hours of operation and maintained in all organizational camps:
 - (a) When telephones are provided, the license holder must post by each telephone:
 - (A) The current telephone numbers for 911 and poison control;
 - (B) The telephone number of the 24-hour organizational camp emergency contact; and
 - (C) The locations of the nearest medical facility and the organizational camp address including highway number, street number, rural route and box number or other data (for example, global positioning system (GPS) coordinates or life flight landing zone locations) to aid in assuring prompt emergency response.
 - (b) When an alternative communication system is provided, the license holder must maintain emergency information with the system at all times that specifies:
 - (A) The current procedure to contact 911 and poison control or the current procedure for emergency contacts in the immediate area;
 - (B) The telephone number of the 24-hour organizational camp emergency contact; and
 - (C) The locations of the nearest 24-hour medical facility and the organizational camp address including highway number, street number, rural route and box number or other data (for example, GPS coordinates or life flight landing zone locations) to aid in assuring prompt emergency response.

333-030-0103 Camp Administration

- (1) REGISTER RECORD. A record of all campers and staff attending camp must be kept by the camp operator for a period of at least three years from the date attended.
- (a) The record must include their name, address, phone number and dates of attendance.
 - (b) If the camp is contracted or rented out to a group, the license holder may require the group in writing to maintain a record of campers.
 - (c) The license holder must keep a record of the group with contact information.
- (2) VISITOR TRACKING. The camp operator must have a system to track visitors.
- (3) CAMPER LOG. The camp operator must have a log of campers and staff under the age of 18 that leave or arrive at camp during the camp session. The record must include the identity of the person taking responsibility for the camper or staff person.
- (4) ABSENTEE CAMPER POLICY. The camp operator must develop procedures to check or confirm the status of any unexplained absentee campers at the beginning of the camp session.
- (5) CAMP IDENTIFIED. When the camp is being used by a contract or rental group that is not the license holder, the license holder must inform the group that they are required to include information identifying the physical location of the camp in promotional and informational materials distributed to attendees of the contract program.
- (6) MANDATORY REPORTER POLICY. The camp operator must develop procedures to inform appropriate staff of mandatory reporting of child abuse.

333-030-0105 Health Services

- (1) EXCEPTIONS. Except as specified in subsections (a) and (b) of this section, the requirements of this rule do not apply when the camp is used by contract or rental groups.
- (a) The camp owner may delegate the responsibilities of this rule to a tenant for the term of the rental or lease agreement.
 - (b) Rental groups shall ensure that at least one person who has a current first-aid with cardiopulmonary resuscitation (CPR) certification from a nationally recognized organization is present at the camp at all times and that first-aid supplies are provided as required in subsection (6)(f) of this rule.
- (2) HEALTH SERVICES - GENERAL.
- (a) All camp operators must have the applicable health and first aid services available whenever the camp is operating.
 - (b) The camp health director is responsible to assure that:
 - (A) Health services staff:
 - (i) Are properly qualified and trained for their specific duties and responsibilities;
 - (ii) Have the appropriate camper records, medications, and treatment logs, including information about special health needs or restrictions, as necessary for their duties;
 - (iii) Have first aid supplies appropriate for their duties; and
 - (iv) Have access to a means of communication to summon emergency help and to communicate with the camp health director.
 - (B) Medical and emergency protocols are established and followed;
 - (C) Records are maintained as required by this rule and camp policy;
 - (D) The camp has a program to supervise the general health, safety and sanitation in the camp; and
 - (E) Camp health staff are on the premises at all times while the camp is in operation.
 - (c) An adult health services staff person with current wilderness first aid certification or equivalent training must be present at any camp or camp activity if the emergency medical services response time is more than 30 minutes.
- (3) HEALTH CARE POLICIES AND PROCEDURES. Before a camp opens for the first time, and at least annually thereafter, the camp operator must assure that written procedures are in place that specify:
- (a) Scope and limits of camp health services provided, including qualifications and locations of personnel.

- (b) Authority and responsibilities of the camp health services director and staff.
- (c) Treatment procedures including what is treated at camp, when and how to contact emergency medical services (EMS) and how to use the automatic external defibrillator (AED) present at the camp.
- (d) Procedures for non-EMS emergency transportation.
- (e) Notification to emergency medical services prior to the camp operating each year.
- (f) Parental or guardian notification process for illness or injury to a camper or minor staff.
- (g) Storage and administration of medications.
- (h) Equipment and supplies necessary for camp operation including maintenance and service schedules and procedures to verify adequate supply and the expiration dates of medications and supplies.
- (i) The program to supervise the general health, safety and sanitation in the camp.

(4) STAFF QUALIFICATIONS AND TRAINING.

- (a) The camp health director must have access by phone to a physician or registered nurse licensed in Oregon with whom prior written arrangements have been made to provide prompt consultation and other healthcare support to the camp or be a physician or registered nurse licensed in Oregon.
- (b) All camp health services staff must hold current first-aid with cardiopulmonary resuscitation (CPR) certification from a nationally recognized organization. Camp health services staff that are a physician or registered nurse licensed in Oregon are only required to hold a current CPR certification.

(5) HEALTH DISCLOSURE AND PERMISSION TO TREAT.

- (a) The camp must require a current signed health disclosure for each camper and staff member. Health services staff must review all health disclosures and notify the appropriate camp staff of campers or staff with special health concerns. The health disclosure shall include, at a minimum, special health issues, activity limitations, allergies, medications, dietary restrictions and a record of recent immunizations.
- (b) The camp must require signed permission from a parent or guardian to provide a camper with healthcare, administer medications and provide or seek emergency treatment.
- (c) A health disclosure and permission to treat are not required for family camps or camps serving only adults.

(6) HEALTH CARE AREA AND EQUIPMENT.

- (a) Resident camps must have at least one AED that is centrally located for quick access, properly maintained according to manufacturer's recommendations and the location indicated by signage.
- (b) The camp must have space for the temporary isolation of sick campers and staff members. Any person reasonably suspected of having a communicable disease must be isolated in accordance with OAR chapter 333, division 019. The isolation area must be in reasonable proximity to drinking water, bathing and toileting facilities. Bathing and toileting facilities must meet the requirements of OAR 333-030-0055.
- (c) The camp operator must develop written procedures for the temporary isolation of sick campers and staff. The procedures must include staffing requirements to provide care and continual supervision of sick or injured persons.
- (d) In lieu of an infirmary, the camp shall have a plan for providing isolation, privacy, toilet, drinking water and bathing facilities. Toilet and bathing facilities shall meet the requirements of these rules.
- (e) The requirement for an isolation area does not apply to day camps.
- (f) A camp must have adequate first-aid supplies on hand, suitable to the users and conditions under which they are expected to be used.

(7) MEDICATIONS.

- (a) All medications brought by a camper or staff member must be kept in their original containers.
- (b) Except as specified in subsection (e) of this section, all medications must be stored in a locked unit or area except when in the controlled possession of the person responsible for administering them.
- (c) Prescription drugs must be administered in accordance with specific directions of a licensed prescribing health care professional.
- (d) Non-prescription drugs must be administered in accordance with the label instructions and the camp's written procedures or under the signed instruction of the parent, guardian or prescribing health care professional.

(e) Emergency allergy medications, rescue inhalers or other medications or devices used in the event of life-threatening situations may be carried by the camper or staff member.

(8) HEALTH AND TREATMENT RECORDS.

(a) The camp health staff must have access to the contact information and health disclosure of each camper and staff member.

(b) When a medication is administered or treatment provided to a camper or staff member, health services staff must record the following information:

(A) Name of the person receiving the medication or treatment;

(B) Ailment or condition;

(C) Name of the medication or description of treatment;

(D) Quantity given; and

(E) Date, time and staff who administered the medication or provided the care.

(c) The camp operator must retain camper and staff health disclosures and treatment records for at least three years or as required by law.

(9) REPORTING. The camp operator must report to the Division and local public health authority any illness outbreaks, fatalities or accidents that require treatment from emergency medical services that occur at the camp on a form approved by the Division. If possible, these incidents should be reported within 24 hours of occurring.

333-030-0110 Special Programs and Facilities

(1) SPECIALIZED PROGRAM ACTIVITIES AND FACILITIES:

(a) At the time of inspection, the license holder must provide the inspecting environmental health specialist with a list of all camp activities.

(b) A license holder is responsible for maintenance of a permanent specialized program facility.

(c) The camp operator must ensure that the program director for each activity has training or experience in the specialized program areas. Training or expertise can include:

(A) Certification from an organization qualified to conduct instructor training in the discipline of the program; or

(B) Documentation of competence for the particular activity.

(d) Specialized program activities and facilities must be operated according to applicable national certification body's recommendations or manufacturer's instructions.

(e) Written procedures for the specialized program activity must be communicated by the program supervisor to necessary camp staff and participants. Safety procedures must include:

(A) Eligibility requirements for participation;

(B) Camper/staff supervision ratios;

(C) Safety regulations;

(D) Emergency procedures;

(E) Safety and protective equipment and usage;

(F) Activity area design or safety features, if applicable; and

(G) Controlled access to all activities and equipment.

(f) Equipment used in camp activities must be maintained in good condition and must not present safety risks to users.

(g) Firearms and ammunition must be stored separately from each other and in a locked unit or area.

(2) AQUATIC FACILITIES:

(a) Public swimming pools and wading pools in organizational camps must comply with OAR chapter 333, division 60 (Public Swimming Pools).

(b) Public spa pools in organizational camps must comply with OAR chapter 333, division 62 (Public Spa Pools).

(c) Lifeguards must be present at all organizational camp pools during all hours of operation. The number of lifeguards required is determined by the type of pool and must meet the requirements of OAR 333-060-0207.

(3) **AQUATIC PROGRAMS.** The aquatic programs must be under the direction of a program supervisor.

(4) **WATERFRONT ACTIVITIES:**

- (a) Waterfront activities serving less than 10 persons in or on the water may operate with only the supervision of a lifeguard;
- (b) There must be at least one lifeguard for each 25 persons in or on the water. In addition, an overall ratio of one observer or lifeguard for every 10 persons in or on the water must be maintained;
- (c) Lifeguards required under subsection (b) of this section must have current waterfront lifeguard certification from a nationally recognized organization;
- (d) If waterfront activities take place at more than one location, a lifeguard must be present at each location. Lifesaving, first aid, and safety equipment must be present at each location. Such equipment must be suitable for the users and conditions under which the equipment is expected to be used; and
- (e) All watercraft must be equipped with a U.S. Coast Guard approved personal flotation device in good, serviceable condition and of appropriate size for each person on board whenever the watercraft is in use.

333-030-0115 Transportation

Campers must only be transported in areas of vehicles designed for passengers. Drivers must have a current driver's license with proper endorsement for the vehicle being operated and must be a minimum of 18 years of age.

333-030-0120 Fire Safety

(1) The camp licensee that is the camp owner must comply with the 2014 Oregon Fire Code.

(2) **WRITTEN NOTIFICATION:**

- (a) At least once per year, written notification must be provided to the fire department or fire authority serving the camp, concerning the camp's operation period and including a copy of the camp's emergency plan. Any suggestions from the fire department or fire authority should be considered for addition to the emergency plan.
- (b) For camps located outside of an established fire district, the camp must have an agreement or contract with a fire protection agency agreeing to provide fire protection services.

(3) **EMERGENCY PLAN:**

- (a) The camp license holder must have a written plan for dealing with fire emergencies. The plan must ensure camper security, notifying emergency fire-fighting resources, and staff duties and responsibilities.
- (b) The fire emergency plan must be communicated to campers within the first 24 hours of overnight occupancy.

(4) **STAFF TRAINING:**

- (a) Staff employed by the landlord must be instructed and periodically drilled on the use of the emergency equipment and procedures to follow for notifying emergency personnel.
- (b) The camp operator for contract and rental groups must be provided with and oriented to the fire emergency plan.

(5) **NON-PERMANENT SLEEPING AREAS.** A camp must have firefighting equipment available near sleeping areas that are non-permanent in nature, having no electricity, water, or wood stoves. Such non-permanent sleeping areas are areas using tents, provided camping spaces, and other temporary structures, including open-air structures.

(6) **PERMANENT BUILDINGS.** Permanent buildings within the organizational camp that are accessible to entry by the campers must meet the requirements of the 2014 Oregon Fire Code.

- (a) Buildings shall have properly located and maintained emergency exits as required by fire code.
- (b) Where wood burning stoves or other combustible fuel heating devices are used in sleeping quarters, a carbon monoxide detector must be provided, properly located, and maintained in compliance with OAR 837-047-0100 through 837-047-0170.

- (c) Smoke detectors in good working order must be provided, properly located, and maintained in compliance with OAR 837-045-0040 through 837-045-0065 in all buildings used for sleeping by camp participants or staff.
- (d) Fire extinguishers must be provided and located as required by the 2014 Oregon Fire Code.
- (e) Fire escape plans and routes must be communicated to campers with the first 24 hours of overnight occupancy.

333-030-0125 Chemical and Physical Hazards

- (1) Cleaning equipment and supplies, all insecticides, chemicals, paints, flammable liquids, and other hazardous substances must be stored isolated from campers and to prevent contamination of clothing, toweling, bedding materials and food supplies. All applications of chemicals including, but not limited to, cleaners and disinfectants must be in accordance with the manufacturer's recommendations and by appropriately trained personnel or under the supervision of trained personnel.
- (2) All hazardous substances must be clearly labeled or stored in the original container. When not in use, all hazardous materials must be stored according to the applicable requirements specified below:
 - (a) In a secured storage area or unit;
 - (b) As required by OAR 333-030-0070(5); or
 - (c) As required by OAR 333-150-0000, Food Sanitation Rules, for food preparation areas.
- (3) Organizational camps must be a safe environment and must minimize or eliminate safety hazards including, but not limited to, debris, open excavations, abandoned wells, unused refrigerators or freezers with latchable doors. The camp operator must take measures to limit unsupervised access to natural hazards such as cliffs or bodies of water. All buildings and equipment must be kept in good repair.
- (4) Gasoline and other flammable and combustible liquids must be clearly labeled, stored and dispensed in accordance with OAR 837-020-0025 through 837-020-0085 and the 2014 Oregon Fire Code.

333-030-0130 Variance

- (1) A license applicant, licensee or contracted renter may apply to the Division in writing for a variance from a requirement in OAR 333-030-0015 through 333-030-0125. In order to qualify for a variance an applicant or licensee must demonstrate, to the satisfaction of the Division, that:
 - (a) Strict compliance with the rule would be highly burdensome or impractical due to special conditions or cause;
 - (b) The public or private interest in granting the variance clearly outweighs the interest of the application of uniform rules; and
 - (c) Alternative measures, if applicable, provide adequate public health and safety protection for camp participants.
- (2) A variance may only be granted by the Division and not by a LPHA.

Organizational Camp Accident / Fatality Report



This report must be completed for any accident requiring treatment from emergency medical services (911) or any fatality involving an organizational camp program. It is the responsibility of the camp operator to submit the completed form to the Oregon Health Authority within 24 hours, if possible.

**Oregon Health Authority
Public Health Division
Organizational Camp Program
800 NE Oregon Street, Suite 640
Portland, Oregon 97232
Phone: (971) 673-0977 Fax: (971) 673-0457**

Communicable diseases are to be reported to the county health department communicable disease program.

Date of Incident:	Time:
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Accident ID # YY - MM - DD - Accession #
Official Use Only

Victim Information – Please do not identify the victim by name. If there are multiple victims create a unique identifier for each victim.

Unique Identifier:	Victim's Residence City:	State:	Zip Code:
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SEX: <input type="checkbox"/> M <input type="checkbox"/> F	Age of Victim:(yrs)	<input type="checkbox"/> Fatal <input type="checkbox"/> Non-Fatal	Camper <input type="checkbox"/> Staff <input type="checkbox"/>
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Area of the Body Injured: (Check all that Apply)	Type of Injury: (Check all that Apply)
<input type="checkbox"/> Head <input type="checkbox"/> Arm / Hand / Finger <input type="checkbox"/> Other (Specify)	<input type="checkbox"/> Abrasion or Contusion <input type="checkbox"/> Concussion <input type="checkbox"/> Diabetic Emergency <input type="checkbox"/> Allergy / Asthma Reaction <input type="checkbox"/> Other (Specify)
<input type="checkbox"/> Trunk <input type="checkbox"/> Leg / Foot / Toe	<input type="checkbox"/> Strain or Sprain <input type="checkbox"/> Fracture <input type="checkbox"/> Laceration <input type="checkbox"/> Burn

Treatment Required: (Check all that Apply)			
<input type="checkbox"/> No Treatment	<input type="checkbox"/> First Aid	<input type="checkbox"/> CPR (<input type="checkbox"/> Manual <input type="checkbox"/> AED <input type="checkbox"/> Oxygen)	
<input type="checkbox"/> Doctor's Office/Emergency Room		<input type="checkbox"/> Admitted to Hospital	
<input type="checkbox"/> Other (Specify)			

Camp Information	Camp License #
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Name of Camp:

Address:

City:	State:	Zip Code:
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Contact Person:	Position:	Phone:
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Was the activity causing the injury supervised?	The supervision was provided by:
<input type="checkbox"/> Yes <input type="checkbox"/> No	Trained Camp Staff <input type="checkbox"/> Untrained or Volunteer <input type="checkbox"/>

(10) Water Systems in Flood Zones. Potable water systems located in, or partially in flood zones, must be provided with valves to isolate that portion of the system in the flood zone from the rest of the system, and fittings must be installed to permit flushing and treatment of the flood zone portion of the water system.

[Publications: Publications referenced are available from the agency.]

Statutory/Other Authority: ORS 455.020, 455.110 & 455.680

Statutes/Other Implemented: ORS 455.680

History:

BCD 26-2011, f. 9-30-11, cert. ef. 10-1-11

BCA 10-1987, f. & ef. 9-18-87, Renumbered from 814-029-0090

918-650-0050

Toilets

(1) Toilet facilities must be provided in every recreation park or organizational camp. They must be convenient and accessible and must be located within 500 feet of any recreational vehicle space or camping site not provided with an individual toilet facility or sewer connection.

EXCEPTION: The requirement for toilets in picnic parks, campgrounds and organizational camps may be waived by the regulating authority for areas not accessible by road.

(2)(a) Sanitary facilities must be as required in Table 3-RV;

(b) Toilet Bowls. Toilet bowls for public use must be elongated bowls with open-front seats. Any room with flush toilets must be provided with a floor drain as required in the Oregon Plumbing Specialty Code;

(c) Signs. Toilets must either be marked for the designated sex or be provided with a privacy lock. If not apparent, the location of toilets must be indicated by appropriate direction signs;

(d) Flush Toilets and Showers. Flush toilets and showers and the buildings containing them must be constructed in accordance with the State Building Code;

(e) Unisex Toilets. Toilet facilities designed to serve an occupant load of 15 persons or less may serve both sexes. Such toilet facilities must be equipped with a urinal.

(3) Nonwater-Carried Toilets. Nonwater-carried toilets, including, but not limited to, chemical or vault toilets or pit privies, must be constructed and located in accordance with the requirements of the Department of Environmental Quality.

[Publications: Publications referenced are available from the agency.]

[NOTE: Table referenced is not included in rule text.]

Table 3-RV**Sanitary Facilities****(918-650-0050 – effective 4/1/88)****Recreation Parks**

Number of Picnic, Camping or Parking Spaces	Number of Toilets	Lavatories for Parks with Flush Toilets^{1,2}
	Men^{1,2} – Women	Men – Women
1 – 15	1 – 1	1 – 1
16 – 30	1 – 2	1 – 2
31 – 60	2 – 3	2 – 3
61 – 100 ³	3 – 4	3 – 4

¹ One additional lavatory must be provided for each two toilets when more than six toilets are required.

² Urinals may be acceptable for not more than 1/3 of the toilets required in the men's facilities.

³ Campgrounds in recreation parks and picnic parks with more than 100 spaces must provide one additional toilet per sex for each additional 30 spaces or fraction thereof.

Organizational Camps

Design Maximum Number of Campers for Each Sex	Overnight for Every 10	Overnight for Every 20	Day Use Only for Every 20²
	Number of Toilets		
Men ¹	1		1
Women	1		1
	Lavatories for Camps with Flush Toilets		
Men	1		1
Women	1		1
	Bathing Facilities Tub or Shower³		
Men		1	
Women		1	

¹ Urinals may be acceptable for not more than 1/3 of the toilets required in the men's facilities.

² When the day use persons exceed 100, one toilet and one lavatory must be provided for each additional 50 persons or fraction thereof.

³ Bathing facilities are not required for camps where persons are present for three nights or less.

Loan Calculator

This loan calculator will help you determine the monthly payments on a loan. Simply enter the loan amount, term and interest rate in the fields below and click calculate. This calculator can be used for mortgage, auto, or any other fixed loan types.

<p>Loan amount</p> <input type="text" value="\$ 350,000"/> <p>Loan term in years</p> <input type="text" value="15"/> <p>Or</p> <p>Loan term in months</p> <input type="text" value="180"/> <p>Interest rate per year</p> <input type="text" value="4"/> %	<p>Monthly Payments</p> <h2 style="margin: 0;">\$ 2,588.91</h2> <table border="0" style="margin-top: 10px;"> <tr> <td>Total Principal Paid</td> <td style="text-align: right;">\$350,000</td> </tr> <tr> <td>Total Interest Paid</td> <td style="text-align: right;">\$116,003.39</td> </tr> </table> <div style="border: 2px solid orange; padding: 5px; text-align: center; margin: 10px 0;"> <p>COMPARE LOAN RATES</p> </div> <p style="color: #0070C0; text-align: center;">Show amortization schedule</p> <p style="text-align: center;">Save results</p>	Total Principal Paid	\$350,000	Total Interest Paid	\$116,003.39
Total Principal Paid	\$350,000				
Total Interest Paid	\$116,003.39				

ADD EXTRA PAYMENTS ▼

Check Your Personal Loan Rates

Answer a few questions to see which personal loans you pre-qualify for. The process is quick and easy, and it will not impact your credit score.

[GET STARTED](#)

Without taking out loans, many of us would not be able to [buy a home](#), a car or afford a higher education. The fact is, mortgages, [auto loans](#) and other types of loans can help us to advance and reach important goals in our lives.

Loan Calculator

This loan calculator will help you determine the monthly payments on a loan. Simply enter the loan amount, term and interest rate in the fields below and click calculate. This calculator can be used for mortgage, auto, or any other fixed loan types.

Loan amount	Monthly Payments
<input type="text" value="\$ 350,000"/>	\$ 2,953.50
Loan term in years	Total Principal Paid \$350,000
<input type="text" value="15"/>	Total Interest Paid \$181,629.80
Or	COMPARE LOAN RATES
Loan term in months	Show amortization schedule
<input type="text" value="180"/>	Save results
Interest rate per year	
<input type="text" value="6"/> %	CALCULATE
ADD EXTRA PAYMENTS	

Check Your Personal Loan Rates

Answer a few questions to see which personal loans you pre-qualify for. The process is quick and easy, and it will not impact your credit score.

[GET STARTED](#)

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Back In Full Hookups

2015	\$166,462.00
2016	\$141,831.00
2017	\$145,331.00
2018	<u>\$176,380.00</u>

46 SITES =
\$ 3,424

\$630,004.00 Total

\$157,501.00 4 Year Average

Pull Throughs Full Hookups

2015	\$362,289.00
2016	\$321,672.00
2017	\$312,730.00
2018	<u>\$360,731.00</u>

35 SITES =
\$ 9,695

\$1,357,422.00 Total

\$339,355.50 4 Year Average

Group Unit Income

for: 01/01/2015 - 12/31/2015

Unit Name	Occ %	Days	Charges	Tax	Total Income
1	37.26%	136	\$5,230.00	\$0.00	\$5,230.00
2	30.68%	112	\$4,468.00	\$0.00	\$4,468.00
3	44.11%	161	\$2,908.00	\$0.00	\$2,908.00
4	22.19%	81	\$3,604.00	\$0.00	\$3,604.00
5	20.27%	74	\$3,183.00	\$0.00	\$3,183.00
6	18.36%	67	\$2,708.00	\$0.00	\$2,708.00
9	0.27%	1	\$0.00	\$0.00	\$0.00
10	14.52%	53	\$2,290.00	\$0.00	\$2,290.00
11	21.10%	77	\$3,258.00	\$0.00	\$3,258.00
12	20.27%	74	\$3,152.00	\$0.00	\$3,152.00
13	21.92%	80	\$3,400.00	\$0.00	\$3,400.00
14	23.84%	87	\$3,636.00	\$0.00	\$3,636.00
15	19.45%	71	\$2,998.00	\$0.00	\$2,998.00
16	26.85%	98	\$3,887.00	\$0.00	\$3,887.00
17	26.85%	98	\$4,136.00	\$0.00	\$4,136.00
18	20.55%	75	\$3,180.00	\$0.00	\$3,180.00
19	27.67%	101	\$4,220.00	\$0.00	\$4,220.00
20	26.85%	98	\$4,020.00	\$0.00	\$4,020.00
21	28.22%	103	\$4,188.00	\$0.00	\$4,188.00
22	22.74%	83	\$3,476.00	\$0.00	\$3,476.00
23	32.60%	119	\$4,788.00	\$0.00	\$4,788.00
24	25.75%	94	\$4,050.00	\$0.00	\$4,050.00
25	23.29%	85	\$3,470.00	\$0.00	\$3,470.00
26	24.93%	91	\$3,674.00	\$0.00	\$3,674.00
27	33.15%	121	\$4,994.00	\$0.00	\$4,994.00
28	30.41%	111	\$4,496.00	\$0.00	\$4,496.00
29	35.89%	131	\$5,150.00	\$0.00	\$5,150.00
30	33.15%	121	\$4,746.00	\$0.00	\$4,746.00
31	12.88%	47	\$1,932.00	\$0.00	\$1,932.00
32	28.77%	105	\$4,258.00	\$0.00	\$4,258.00
33	24.66%	90	\$3,708.00	\$0.00	\$3,708.00
34	24.11%	88	\$3,668.00	\$0.00	\$3,668.00
35	20.27%	74	\$3,192.00	\$0.00	\$3,192.00
36	30.14%	110	\$4,258.00	\$0.00	\$4,258.00
37	23.56%	86	\$3,594.00	\$0.00	\$3,594.00
38	25.75%	94	\$3,680.00	\$0.00	\$3,680.00
39	19.45%	71	\$3,006.00	\$0.00	\$3,006.00
40	17.53%	64	\$2,932.00	\$0.00	\$2,932.00
41	23.01%	84	\$3,700.00	\$0.00	\$3,700.00
42	31.51%	115	\$4,658.00	\$0.00	\$4,658.00
43	21.37%	78	\$3,372.00	\$0.00	\$3,372.00
44	26.58%	97	\$4,040.00	\$0.00	\$4,040.00
45	30.96%	113	\$4,430.00	\$0.00	\$4,430.00
46	27.12%	99	\$4,098.00	\$0.00	\$4,098.00
47	29.86%	109	\$4,582.00	\$0.00	\$4,582.00
48	0.55%	2	\$44.00	\$0.00	\$44.00

Back in, Full Hook up Tota 24.59% 4,129 \$166,462.00 \$0.00 \$166,462.00

135	1.92%	7	\$219.00	\$0.00	\$219.00
136	10.14%	37	\$1,030.00	\$0.00	\$1,030.00
137	7.67%	28	\$908.00	\$0.00	\$908.00
138	5.75%	21	\$714.00	\$0.00	\$714.00
139	7.95%	29	\$897.00	\$0.00	\$897.00
140	6.85%	25	\$821.00	\$0.00	\$821.00
141	6.03%	22	\$752.00	\$0.00	\$752.00
142	7.40%	27	\$906.00	\$0.00	\$906.00
143	5.75%	21	\$710.00	\$0.00	\$710.00

185

144	10.96%	40	\$1,302.00	\$0.00	\$1,302.00
145	9.04%	33	\$1,015.00	\$0.00	\$1,015.00
146	7.95%	29	\$962.00	\$0.00	\$962.00
147	11.23%	41	\$1,300.00	\$0.00	\$1,300.00
148	13.15%	48	\$1,488.00	\$0.00	\$1,488.00
149	11.23%	41	\$1,328.00	\$0.00	\$1,328.00
150	12.60%	46	\$1,479.00	\$0.00	\$1,479.00
151	9.86%	36	\$1,174.00	\$0.00	\$1,174.00
152	12.33%	45	\$1,382.00	\$0.00	\$1,382.00
153	18.36%	67	\$2,054.00	\$0.00	\$2,054.00

Dry Camp Totals	9.27%	643	\$20,441.00	\$0.00	\$20,441.00
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49	15.34%	56	\$2,019.00	\$0.00	\$2,019.00
50	24.93%	91	\$3,018.00	\$0.00	\$3,018.00
51	32.33%	118	\$3,945.00	\$0.00	\$3,945.00
52	33.15%	121	\$4,024.00	\$0.00	\$4,024.00
53	28.49%	104	\$3,570.00	\$0.00	\$3,570.00
54	29.04%	106	\$3,725.00	\$0.00	\$3,725.00
55	35.89%	131	\$4,337.00	\$0.00	\$4,337.00
56	31.23%	114	\$3,958.00	\$0.00	\$3,958.00
57	61.64%	225	\$7,424.00	\$0.00	\$7,424.00

Partial Hook-up Totals	32.45%	1,066	\$36,020.00	\$0.00	\$36,020.00
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7	5.21%	19	\$919.00	\$0.00	\$919.00
65	71.23%	260	\$11,270.00	\$0.00	\$11,270.00
66	69.59%	254	\$11,523.00	\$0.00	\$11,523.00
67	74.25%	271	\$11,566.00	\$0.00	\$11,566.00
68	65.21%	238	\$11,033.00	\$0.00	\$11,033.00
69	72.33%	264	\$11,894.00	\$0.00	\$11,894.00
70	69.32%	253	\$11,564.50	\$0.00	\$11,564.50
71	76.44%	279	\$12,457.00	\$0.00	\$12,457.00
72	72.05%	263	\$11,523.00	\$0.00	\$11,523.00
73	61.92%	226	\$10,122.00	\$0.00	\$10,122.00
74	62.19%	227	\$9,891.90	\$0.00	\$9,891.90
76	68.22%	249	\$11,194.00	\$0.00	\$11,194.00
77	65.75%	240	\$10,959.00	\$0.00	\$10,959.00
78	69.59%	254	\$11,537.00	\$0.00	\$11,537.00
79	62.19%	227	\$10,528.00	\$0.00	\$10,528.00
80	74.79%	273	\$11,974.00	\$0.00	\$11,974.00
81	68.49%	250	\$11,028.00	\$0.00	\$11,028.00
82	67.95%	248	\$11,234.00	\$0.00	\$11,234.00
83	66.03%	241	\$10,847.00	\$0.00	\$10,847.00
84	65.48%	239	\$10,818.00	\$0.00	\$10,818.00
85	63.56%	232	\$10,600.00	\$0.00	\$10,600.00
86	61.37%	224	\$10,119.00	\$0.00	\$10,119.00
87	63.29%	231	\$10,590.00	\$0.00	\$10,590.00
87B	42.47%	155	\$7,306.00	\$0.00	\$7,306.00
88A	58.08%	212	\$9,534.00	\$0.00	\$9,534.00
88	66.85%	244	\$10,886.00	\$0.00	\$10,886.00
89	64.11%	234	\$10,733.00	\$0.00	\$10,733.00
90	61.64%	225	\$10,462.00	\$0.00	\$10,462.00
91	63.29%	231	\$10,497.00	\$0.00	\$10,497.00
92	61.92%	226	\$10,278.00	\$0.00	\$10,278.00
93	56.99%	208	\$9,562.00	\$0.00	\$9,562.00
94	54.52%	199	\$9,400.00	\$0.00	\$9,400.00
95	57.26%	209	\$9,501.00	\$0.00	\$9,501.00
96	46.85%	171	\$7,965.00	\$0.00	\$7,965.00
97	47.67%	174	\$7,855.00	\$0.00	\$7,855.00
98	17.26%	63	\$3,119.00	\$0.00	\$3,119.00

Pull Through, Full Hook-u	60.98%	8,013	\$362,289.40	\$0.00	\$362,289.40
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154	15.62%	57	\$1,524.00	\$0.00	\$1,524.00
155	13.42%	49	\$1,362.00	\$0.00	\$1,362.00
156	17.81%	65	\$1,767.00	\$0.00	\$1,767.00
157	18.36%	67	\$1,819.00	\$0.00	\$1,819.00
158	16.16%	59	\$1,568.00	\$0.00	\$1,568.00
159	17.81%	65	\$1,764.00	\$0.00	\$1,764.00
160	13.42%	49	\$1,311.00	\$0.00	\$1,311.00
161	15.34%	56	\$1,473.00	\$0.00	\$1,473.00
162	16.71%	61	\$1,648.00	\$0.00	\$1,648.00
163	16.99%	62	\$1,713.00	\$0.00	\$1,713.00
155C	0.82%	3	\$81.00	\$0.00	\$81.00
Tent-Sites Totals	14.77%	593	\$16,030.00	\$0.00	\$16,030.00

Group Unit Income

for: 01/01/2016 - 12/31/2016

Unit Name	Occ %	Days	Charges	Tax	Total Income
1	36.07%	132	\$5,416.00	\$0.00	\$5,416.00
2	17.76%	65	\$2,902.00	\$0.00	\$2,902.00
3	100%	366	\$0.00	\$0.00	\$0.00
4	13.93%	51	\$2,294.00	\$0.00	\$2,294.00
5	21.31%	78	\$3,332.00	\$0.00	\$3,332.00
6	15.03%	55	\$2,468.00	\$0.00	\$2,468.00
9	12.57%	46	\$1,938.00	\$0.00	\$1,938.00
10	20.22%	74	\$3,166.00	\$0.00	\$3,166.00
11	23.22%	85	\$3,520.00	\$0.00	\$3,520.00
12	18.31%	67	\$2,964.00	\$0.00	\$2,964.00
13	20.22%	74	\$3,167.00	\$0.00	\$3,167.00
14	22.95%	84	\$3,592.00	\$0.00	\$3,592.00
15	21.58%	79	\$3,382.00	\$0.00	\$3,382.00
16	17.21%	63	\$2,708.00	\$0.00	\$2,708.00
17	38.52%	141	\$5,414.00	\$0.00	\$5,414.00
18	16.12%	59	\$2,640.00	\$0.00	\$2,640.00
19	22.68%	83	\$3,388.00	\$0.00	\$3,388.00
20	12.57%	46	\$1,906.00	\$0.00	\$1,906.00
21	93.44%	342	\$56.00	\$0.00	\$56.00
22	13.39%	49	\$2,216.00	\$0.00	\$2,216.00
23	20.77%	76	\$3,254.00	\$0.00	\$3,254.00
24	19.40%	71	\$3,000.00	\$0.00	\$3,000.00
25	30.87%	113	\$4,496.00	\$0.00	\$4,496.00
26	17.49%	64	\$2,518.00	\$0.00	\$2,518.00
27	34.15%	125	\$4,996.00	\$0.00	\$4,996.00
28	39.89%	146	\$5,972.00	\$0.00	\$5,972.00
29	43.99%	161	\$5,884.00	\$0.00	\$5,884.00
30	29.51%	108	\$4,292.00	\$0.00	\$4,292.00
31	3.83%	14	\$382.00	\$0.00	\$382.00
32	24.59%	90	\$3,618.00	\$0.00	\$3,618.00
33	20.49%	75	\$3,198.00	\$0.00	\$3,198.00
34	19.13%	70	\$3,050.00	\$0.00	\$3,050.00
35	17.49%	64	\$2,580.00	\$0.00	\$2,580.00
36	25.96%	95	\$3,530.00	\$0.00	\$3,530.00
37	19.67%	72	\$2,954.00	\$0.00	\$2,954.00
38	15.85%	58	\$2,426.00	\$0.00	\$2,426.00
39	17.21%	63	\$2,748.00	\$0.00	\$2,748.00
40	21.58%	79	\$3,324.00	\$0.00	\$3,324.00
41	23.50%	86	\$3,306.00	\$0.00	\$3,306.00
42	22.68%	83	\$3,538.00	\$0.00	\$3,538.00
43	20.22%	74	\$3,188.00	\$0.00	\$3,188.00
44	23.50%	86	\$3,688.00	\$0.00	\$3,688.00
45	25.14%	92	\$3,760.00	\$0.00	\$3,760.00
46	18.31%	67	\$2,862.00	\$0.00	\$2,862.00
47	17.49%	64	\$2,798.00	\$0.00	\$2,798.00

Back in, Full Hook up Tota	25.11%	4,135	\$141,831.00	\$0.00	\$141,831.00
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136	19.13%	70	\$2,164.00	\$0.00	\$2,164.00
137	13.11%	48	\$1,554.00	\$0.00	\$1,554.00
138	12.30%	45	\$1,418.00	\$0.00	\$1,418.00
139	14.21%	52	\$1,596.00	\$0.00	\$1,596.00
140	15.30%	56	\$1,739.00	\$0.00	\$1,739.00
141	14.75%	54	\$1,649.00	\$0.00	\$1,649.00
142	14.21%	52	\$1,674.00	\$0.00	\$1,674.00
143	9.84%	36	\$1,160.00	\$0.00	\$1,160.00
144	9.56%	35	\$1,130.00	\$0.00	\$1,130.00
145	12.57%	46	\$1,472.00	\$0.00	\$1,472.00

146	10.11%	37	\$1,202.00	\$0.00	\$1,202.00
147	8.74%	32	\$1,057.00	\$0.00	\$1,057.00
148	12.30%	45	\$1,447.00	\$0.00	\$1,447.00
149	9.56%	35	\$1,161.00	\$0.00	\$1,161.00
150	8.74%	32	\$1,069.00	\$0.00	\$1,069.00
151	9.84%	36	\$1,160.00	\$0.00	\$1,160.00
152	12.30%	45	\$1,435.00	\$0.00	\$1,435.00
153	14.21%	52	\$1,657.00	\$0.00	\$1,657.00

Dry Camp Totals	12.26%	808	\$25,744.00	\$0.00	\$25,744.00
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49	19.95%	73	\$2,577.00	\$0.00	\$2,577.00
50	17.76%	65	\$2,337.00	\$0.00	\$2,337.00
51	22.40%	82	\$2,875.00	\$0.00	\$2,875.00
52	25.68%	94	\$3,201.00	\$0.00	\$3,201.00
53	21.58%	79	\$2,740.00	\$0.00	\$2,740.00
54	24.32%	89	\$3,082.00	\$0.00	\$3,082.00
55	29.23%	107	\$3,795.00	\$0.00	\$3,795.00
56	28.42%	104	\$3,693.00	\$0.00	\$3,693.00
57	57.92%	212	\$7,007.00	\$0.00	\$7,007.00

Partial Hook-up Totals	27.47%	905	\$31,307.00	\$0.00	\$31,307.00
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65	69.13%	253	\$11,046.00	\$0.00	\$11,046.00
66	66.12%	242	\$10,861.00	\$0.00	\$10,861.00
67	65.30%	239	\$10,909.00	\$0.00	\$10,909.00
68	65.57%	240	\$10,999.00	\$0.00	\$10,999.00
69	65.03%	238	\$10,807.00	\$0.00	\$10,807.00
70	68.31%	250	\$11,339.00	\$0.00	\$11,339.00
71	64.48%	236	\$10,816.00	\$0.00	\$10,816.00
72	65.57%	240	\$10,716.00	\$0.00	\$10,716.00
73	62.57%	229	\$10,195.00	\$0.00	\$10,195.00
74	60.93%	223	\$10,027.00	\$0.00	\$10,027.00
76	61.20%	224	\$9,885.00	\$0.00	\$9,885.00
77	63.11%	231	\$10,447.00	\$0.00	\$10,447.00
78	65.30%	239	\$10,992.00	\$0.00	\$10,992.00
79	55.74%	204	\$9,450.00	\$0.00	\$9,450.00
80	71.58%	262	\$11,600.00	\$0.00	\$11,600.00
81	62.02%	227	\$10,195.00	\$0.00	\$10,195.00
82	63.11%	231	\$10,282.00	\$0.00	\$10,282.00
83	53.83%	197	\$9,105.00	\$0.00	\$9,105.00
84	61.48%	225	\$10,403.00	\$0.00	\$10,403.00
85	51.64%	189	\$8,706.00	\$0.00	\$8,706.00
86	52.46%	192	\$9,011.00	\$0.00	\$9,011.00
87	53.83%	197	\$9,253.00	\$0.00	\$9,253.00
87B	35.25%	129	\$6,015.00	\$0.00	\$6,015.00
88A	43.44%	159	\$7,362.00	\$0.00	\$7,362.00
88	58.47%	214	\$9,619.00	\$0.00	\$9,619.00
89	49.18%	180	\$8,421.00	\$0.00	\$8,421.00
90	49.73%	182	\$8,402.00	\$0.00	\$8,402.00
91	51.09%	187	\$8,737.00	\$0.00	\$8,737.00
92	42.90%	157	\$7,321.00	\$0.00	\$7,321.00
93	40.71%	149	\$6,970.00	\$0.00	\$6,970.00
94	45.36%	166	\$7,918.00	\$0.00	\$7,918.00
95	40.44%	148	\$7,070.00	\$0.00	\$7,070.00
96	42.90%	157	\$7,254.00	\$0.00	\$7,254.00
97	36.61%	134	\$6,596.00	\$0.00	\$6,596.00
98	15.85%	58	\$2,943.00	\$0.00	\$2,943.00

Pull Through, Full Hook-u	54.86%	7,028	\$321,672.00	\$0.00	\$321,672.00
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154	21.58%	79	\$2,089.00	\$0.00	\$2,089.00
155	21.04%	77	\$2,054.00	\$0.00	\$2,054.00

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156	16.39%	60	\$1,674.00	\$0.00	\$1,674.00
157	15.85%	58	\$1,545.00	\$0.00	\$1,545.00
158	22.68%	83	\$2,205.00	\$0.00	\$2,205.00
159	19.13%	70	\$1,769.00	\$0.00	\$1,769.00
160	20.77%	76	\$1,945.00	\$0.00	\$1,945.00
161	19.95%	73	\$1,905.00	\$0.00	\$1,905.00
162	17.49%	64	\$1,699.00	\$0.00	\$1,699.00
163	17.76%	65	\$1,746.00	\$0.00	\$1,746.00
Tent-Sites Totals	19.26%	705	\$18,631.00	\$0.00	\$18,631.00

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Group Unit Income

for: 01/01/2017 - 12/31/2017

Unit Name	Occ %	Days	Charges	Tax	Total Income
1	32.88%	120	\$5,122.00	\$0.00	\$5,122.00
2	21.37%	78	\$3,298.00	\$0.00	\$3,298.00
3	100%	365	\$0.00	\$0.00	\$0.00
4	12.05%	44	\$1,932.00	\$0.00	\$1,932.00
5	17.26%	63	\$2,746.00	\$0.00	\$2,746.00
6	18.63%	68	\$2,946.00	\$0.00	\$2,946.00
9	14.79%	54	\$2,330.00	\$0.00	\$2,330.00
10	20.82%	76	\$3,249.00	\$0.00	\$3,249.00
11	29.59%	108	\$4,678.00	\$0.00	\$4,678.00
12	25.75%	94	\$4,135.56	\$0.00	\$4,135.56
13	36.71%	134	\$5,521.00	\$0.00	\$5,521.00
14	23.56%	86	\$3,704.00	\$0.00	\$3,704.00
15	23.56%	86	\$3,642.00	\$0.00	\$3,642.00
16	24.11%	88	\$3,746.00	\$0.00	\$3,746.00
17	26.30%	96	\$4,126.00	\$0.00	\$4,126.00
18	24.38%	89	\$3,940.00	\$0.00	\$3,940.00
19	29.32%	107	\$3,908.00	\$0.00	\$3,908.00
20	24.38%	89	\$3,878.00	\$0.00	\$3,878.00
21	72.60%	265	\$3,260.00	\$0.00	\$3,260.00
22	32.05%	117	\$4,886.00	\$0.00	\$4,886.00
23	16.16%	59	\$2,592.00	\$0.00	\$2,592.00
24	20%	73	\$2,994.00	\$0.00	\$2,994.00
25	18.63%	68	\$2,788.00	\$0.00	\$2,788.00
26	24.66%	90	\$3,684.00	\$0.00	\$3,684.00
27	19.18%	70	\$3,012.00	\$0.00	\$3,012.00
28	26.58%	97	\$4,018.00	\$0.00	\$4,018.00
29	34.25%	125	\$4,971.00	\$0.00	\$4,971.00
30	26.58%	97	\$3,964.00	\$0.00	\$3,964.00
31	7.95%	29	\$1,198.00	\$0.00	\$1,198.00
32	22.47%	82	\$3,260.00	\$0.00	\$3,260.00
33	23.56%	86	\$3,290.00	\$0.00	\$3,290.00
34	30.41%	111	\$4,280.00	\$0.00	\$4,280.00
35	20.27%	74	\$2,802.00	\$0.00	\$2,802.00
36	18.63%	68	\$2,866.00	\$0.00	\$2,866.00
37	16.71%	61	\$2,490.00	\$0.00	\$2,490.00
38	15.62%	57	\$2,356.00	\$0.00	\$2,356.00
39	10.14%	37	\$1,588.00	\$0.00	\$1,588.00
40	15.34%	56	\$2,412.00	\$0.00	\$2,412.00
41	19.18%	70	\$2,964.00	\$0.00	\$2,964.00
42	18.08%	66	\$2,756.00	\$0.00	\$2,756.00
43	21.64%	79	\$3,424.00	\$0.00	\$3,424.00
44	20.55%	75	\$3,142.00	\$0.00	\$3,142.00
45	16.71%	61	\$2,595.00	\$0.00	\$2,595.00
46	16.71%	61	\$2,542.00	\$0.00	\$2,542.00
47	13.70%	50	\$2,264.00	\$0.00	\$2,264.00
48	0.27%	1	\$32.00	\$0.00	\$32.00

Back in, Full Hook up Tota	24.00%	4,030	\$145,331.56	\$0.00	\$145,331.56
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135	1.10%	4	\$123.00	\$0.00	\$123.00
136	11.23%	41	\$1,295.00	\$0.00	\$1,295.00
137	7.12%	26	\$854.00	\$0.00	\$854.00
138	9.86%	36	\$1,133.00	\$0.00	\$1,133.00
139	16.16%	59	\$1,770.00	\$0.00	\$1,770.00
140	8.22%	30	\$908.00	\$0.00	\$908.00
141	8.77%	32	\$980.00	\$0.00	\$980.00
142	10.96%	40	\$1,168.00	\$0.00	\$1,168.00
143	6.30%	23	\$660.00	\$0.00	\$660.00

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144	10.96%	40	\$1,326.00	\$0.00	\$1,326.00
145	7.40%	27	\$876.00	\$0.00	\$876.00
146	9.04%	33	\$1,106.00	\$0.00	\$1,106.00
147	9.04%	33	\$1,102.00	\$0.00	\$1,102.00
148	9.59%	35	\$1,168.00	\$0.00	\$1,168.00
149	5.48%	20	\$674.00	\$0.00	\$674.00
150	13.70%	50	\$1,519.00	\$0.00	\$1,519.00
151	8.22%	30	\$1,000.00	\$0.00	\$1,000.00
152	9.59%	35	\$1,172.00	\$0.00	\$1,172.00
153	12.05%	44	\$1,426.00	\$0.00	\$1,426.00
Dry Camp Totals	9.20%	638	\$20,260.00	\$0.00	\$20,260.00

49	13.15%	48	\$1,783.00	\$0.00	\$1,783.00
50	18.90%	69	\$2,400.00	\$0.00	\$2,400.00
51	15.34%	56	\$2,030.00	\$0.00	\$2,030.00
52	21.10%	77	\$2,626.00	\$0.00	\$2,626.00
53	18.08%	66	\$2,321.00	\$0.00	\$2,321.00
54	19.45%	71	\$2,567.00	\$0.00	\$2,567.00
55	21.64%	79	\$2,854.00	\$0.00	\$2,854.00
56	22.47%	82	\$2,911.00	\$0.00	\$2,911.00
57	41.10%	150	\$4,922.00	\$0.00	\$4,922.00
Partial Hook-up Totals	21.25%	698	\$24,414.00	\$0.00	\$24,414.00

7	0.82%	3	\$76.00	\$0.00	\$76.00
65	63.84%	233	\$11,053.00	\$0.00	\$11,053.00
66	58.36%	213	\$10,306.00	\$0.00	\$10,306.00
67	71.78%	262	\$12,273.00	\$0.00	\$12,273.00
68	61.64%	225	\$10,793.00	\$0.00	\$10,793.00
69	62.74%	229	\$10,798.00	\$0.00	\$10,798.00
70	63.56%	232	\$11,230.00	\$0.00	\$11,230.00
71	61.10%	223	\$10,734.00	\$0.00	\$10,734.00
72	62.19%	227	\$10,667.00	\$0.00	\$10,667.00
73	54.52%	199	\$9,489.00	\$0.00	\$9,489.00
74	44.11%	161	\$7,933.00	\$0.00	\$7,933.00
76	60.55%	221	\$10,254.00	\$0.00	\$10,254.00
77	60.27%	220	\$10,343.00	\$0.00	\$10,343.00
78	61.37%	224	\$10,287.00	\$0.00	\$10,287.00
79	60.82%	222	\$10,596.00	\$0.00	\$10,596.00
80	56.71%	207	\$9,574.00	\$0.00	\$9,574.00
81	55.07%	201	\$9,461.00	\$0.00	\$9,461.00
82	56.71%	207	\$9,824.00	\$0.00	\$9,824.00
83	59.73%	218	\$10,218.00	\$0.00	\$10,218.00
84	49.32%	180	\$8,698.00	\$0.00	\$8,698.00
85	49.86%	182	\$8,921.00	\$0.00	\$8,921.00
86	51.51%	188	\$8,804.00	\$0.00	\$8,804.00
87	52.60%	192	\$9,161.00	\$0.00	\$9,161.00
87B	33.97%	124	\$6,133.00	\$0.00	\$6,133.00
88A	37.26%	136	\$6,644.00	\$0.00	\$6,644.00
88	55.89%	204	\$9,722.00	\$0.00	\$9,722.00
89	51.51%	188	\$8,756.00	\$0.00	\$8,756.00
90	51.51%	188	\$8,854.00	\$0.00	\$8,854.00
91	41.37%	151	\$7,362.00	\$0.00	\$7,362.00
92	46.30%	169	\$8,257.00	\$0.00	\$8,257.00
93	40.27%	147	\$7,032.00	\$0.00	\$7,032.00
94	40.55%	148	\$7,162.00	\$0.00	\$7,162.00
95	34.79%	127	\$6,184.00	\$0.00	\$6,184.00
96	31.78%	116	\$5,842.00	\$0.00	\$5,842.00
97	36.44%	133	\$6,426.00	\$0.00	\$6,426.00
98	15.89%	58	\$2,863.00	\$0.00	\$2,863.00
Pull Through, Full Hook-u	49.91%	6,558	\$312,730.00	\$0.00	\$312,730.00

192

154	20.27%	74	\$1,981.00	\$0.00	\$1,981.00
155	16.71%	61	\$1,491.00	\$0.00	\$1,491.00
156	12.60%	46	\$1,286.00	\$0.00	\$1,286.00
157	19.73%	72	\$1,853.00	\$0.00	\$1,853.00
158	12.33%	45	\$1,222.00	\$0.00	\$1,222.00
159	18.08%	66	\$1,671.00	\$0.00	\$1,671.00
160	13.70%	50	\$1,395.00	\$0.00	\$1,395.00
161	22.19%	81	\$2,079.00	\$0.00	\$2,079.00
162	15.62%	57	\$1,502.00	\$0.00	\$1,502.00
163	12.33%	45	\$1,232.00	\$0.00	\$1,232.00
Tent-Sites Totals	16.36%	597	\$15,712.00	\$0.00	\$15,712.00

Group Unit Income

for: 01/01/2018 - 12/31/2018

Unit Name	Occ %	Days	Charges	Tax	Total Income
1	37.53%	137	\$5,768.00	\$0.00	\$5,768.00
2	24.38%	89	\$3,948.00	\$0.00	\$3,948.00
3	47.12%	172	\$3,340.00	\$0.00	\$3,340.00
4	73.97%	270	\$0.00	\$0.00	\$0.00
5	16.16%	59	\$2,656.00	\$0.00	\$2,656.00
6	18.63%	68	\$3,040.00	\$0.00	\$3,040.00
9	4.66%	17	\$664.00	\$0.00	\$664.00
10	21.37%	78	\$3,422.00	\$0.00	\$3,422.00
11	28.22%	103	\$4,360.00	\$0.00	\$4,360.00
12	23.56%	86	\$3,686.00	\$0.00	\$3,686.00
13	29.04%	106	\$4,647.00	\$0.00	\$4,647.00
14	20.27%	74	\$3,297.00	\$0.00	\$3,297.00
15	27.67%	101	\$4,441.00	\$0.00	\$4,441.00
16	27.40%	100	\$4,402.00	\$0.00	\$4,402.00
17	26.03%	95	\$4,168.00	\$0.00	\$4,168.00
18	26.85%	98	\$4,288.00	\$0.00	\$4,288.00
19	24.93%	91	\$4,096.00	\$0.00	\$4,096.00
20	37.26%	136	\$5,690.00	\$0.00	\$5,690.00
21	30.41%	111	\$4,770.00	\$0.00	\$4,770.00
22	26.03%	95	\$4,198.00	\$0.00	\$4,198.00
23	25.21%	92	\$3,964.00	\$0.00	\$3,964.00
24	24.38%	89	\$3,892.00	\$0.00	\$3,892.00
25	23.84%	87	\$3,876.00	\$0.00	\$3,876.00
26	30.14%	110	\$4,756.00	\$0.00	\$4,756.00
27	21.64%	79	\$3,554.00	\$0.00	\$3,554.00
28	38.08%	139	\$5,899.00	\$0.00	\$5,899.00
29	36.71%	134	\$5,776.00	\$0.00	\$5,776.00
30	43.84%	160	\$6,002.00	\$0.00	\$6,002.00
31	1.10%	4	\$180.00	\$0.00	\$180.00
32	21.37%	78	\$3,440.00	\$0.00	\$3,440.00
33	23.56%	86	\$3,746.00	\$0.00	\$3,746.00
34	21.92%	80	\$3,547.00	\$0.00	\$3,547.00
35	21.92%	80	\$3,524.00	\$0.00	\$3,524.00
36	22.19%	81	\$3,616.00	\$0.00	\$3,616.00
37	16.44%	60	\$2,692.00	\$0.00	\$2,692.00
38	30.96%	113	\$4,786.00	\$0.00	\$4,786.00
39	22.47%	82	\$3,547.00	\$0.00	\$3,547.00
40	18.08%	66	\$3,040.00	\$0.00	\$3,040.00
41	29.32%	107	\$4,630.00	\$0.00	\$4,630.00
42	24.38%	89	\$3,871.00	\$0.00	\$3,871.00
43	35.34%	129	\$5,490.00	\$0.00	\$5,490.00
44	35.34%	129	\$5,418.00	\$0.00	\$5,418.00
45	33.70%	123	\$5,196.00	\$0.00	\$5,196.00
46	20.55%	75	\$3,302.00	\$0.00	\$3,302.00
47	9.04%	33	\$1,132.00	\$0.00	\$1,132.00
48	16.99%	62	\$2,623.00	\$0.00	\$2,623.00
Back in, Full Hook up Tota	26.52%	4,453	\$176,380.00	\$0.00	\$176,380.00

135	27.67%	101	\$2,842.00	\$0.00	\$2,842.00
136	12.33%	45	\$1,392.00	\$0.00	\$1,392.00
137	14.79%	54	\$1,646.00	\$0.00	\$1,646.00
138	15.62%	57	\$1,776.00	\$0.00	\$1,776.00
139	13.97%	51	\$1,482.00	\$0.00	\$1,482.00
140	18.90%	69	\$2,083.00	\$0.00	\$2,083.00
141	14.52%	53	\$1,608.00	\$0.00	\$1,608.00
142	12.33%	45	\$1,482.00	\$0.00	\$1,482.00
143	15.62%	57	\$1,880.00	\$0.00	\$1,880.00

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144	15.62%	57	\$1,585.00	\$0.00	\$1,585.00
145	13.70%	50	\$1,572.00	\$0.00	\$1,572.00
146	13.15%	48	\$1,578.00	\$0.00	\$1,578.00
147	14.52%	53	\$1,670.00	\$0.00	\$1,670.00
148	14.25%	52	\$1,612.00	\$0.00	\$1,612.00
149	19.45%	71	\$2,225.00	\$0.00	\$2,225.00
150	15.34%	56	\$1,562.00	\$0.00	\$1,562.00
151	13.70%	50	\$1,552.00	\$0.00	\$1,552.00
152	10.68%	39	\$1,182.00	\$0.00	\$1,182.00
153	13.70%	50	\$1,532.00	\$0.00	\$1,532.00
Dry Camp Totals	15.26%	1,058	\$32,261.00	\$0.00	\$32,261.00
49	22.47%	82	\$2,864.00	\$0.00	\$2,864.00
50	18.90%	69	\$2,532.00	\$0.00	\$2,532.00
51	29.04%	106	\$3,767.00	\$0.00	\$3,767.00
52	29.86%	109	\$3,927.00	\$0.00	\$3,927.00
53	27.12%	99	\$3,478.00	\$0.00	\$3,478.00
54	28.77%	105	\$3,773.00	\$0.00	\$3,773.00
55	36.99%	135	\$4,733.00	\$0.00	\$4,733.00
56	33.70%	123	\$4,355.00	\$0.00	\$4,355.00
57	57.53%	210	\$7,312.00	\$0.00	\$7,312.00
Partial Hook-up Totals	31.60%	1,038	\$36,741.00	\$0.00	\$36,741.00
65	69.04%	252	\$12,195.00	\$0.00	\$12,195.00
66	62.19%	227	\$11,130.00	\$0.00	\$11,130.00
67	69.86%	255	\$12,569.00	\$0.00	\$12,569.00
68	61.64%	225	\$11,197.00	\$0.00	\$11,197.00
69	65.75%	240	\$11,766.00	\$0.00	\$11,766.00
70	62.47%	228	\$11,271.00	\$0.00	\$11,271.00
71	67.67%	247	\$12,149.00	\$0.00	\$12,149.00
72	62.47%	228	\$11,302.00	\$0.00	\$11,302.00
73	58.63%	214	\$10,629.00	\$0.00	\$10,629.00
74	55.07%	201	\$9,789.00	\$0.00	\$9,789.00
76	69.04%	252	\$12,074.00	\$0.00	\$12,074.00
77	63.84%	233	\$11,295.00	\$0.00	\$11,295.00
78	63.29%	231	\$11,252.00	\$0.00	\$11,252.00
79	66.85%	244	\$11,913.00	\$0.00	\$11,913.00
80	61.92%	226	\$10,891.00	\$0.00	\$10,891.00
81	66.30%	242	\$11,608.00	\$0.00	\$11,608.00
82	60.27%	220	\$10,812.00	\$0.00	\$10,812.00
83	66.03%	241	\$11,711.00	\$0.00	\$11,711.00
84	56.16%	205	\$10,216.00	\$0.00	\$10,216.00
85	58.36%	213	\$10,334.00	\$0.00	\$10,334.00
86	58.63%	214	\$10,502.00	\$0.00	\$10,502.00
87	54.25%	198	\$9,665.00	\$0.00	\$9,665.00
87B	49.86%	182	\$8,525.00	\$0.00	\$8,525.00
88A	50.14%	183	\$8,995.00	\$0.00	\$8,995.00
88	60.55%	221	\$10,525.00	\$0.00	\$10,525.00
89	62.47%	228	\$11,220.00	\$0.00	\$11,220.00
90	56.16%	205	\$10,250.00	\$0.00	\$10,250.00
91	53.42%	195	\$9,782.00	\$0.00	\$9,782.00
92	55.34%	202	\$9,901.00	\$0.00	\$9,901.00
93	49.04%	179	\$8,879.00	\$0.00	\$8,879.00
94	47.67%	174	\$8,544.00	\$0.00	\$8,544.00
95	48.77%	178	\$8,901.00	\$0.00	\$8,901.00
96	43.01%	157	\$7,958.00	\$0.00	\$7,958.00
97	42.74%	156	\$7,772.00	\$0.00	\$7,772.00
98	18.08%	66	\$3,209.00	\$0.00	\$3,209.00
Pull Through, Full Hook-u	57.63%	7,362	\$360,731.00	\$0.00	\$360,731.00

154	27.95%	102	\$2,749.00	\$0.00	\$2,749.00
155	17.53%	64	\$1,770.00	\$0.00	\$1,770.00
156	17.53%	64	\$1,740.00	\$0.00	\$1,740.00
157	18.63%	68	\$1,787.00	\$0.00	\$1,787.00
158	18.90%	69	\$1,917.00	\$0.00	\$1,917.00
159	13.70%	50	\$1,414.00	\$0.00	\$1,414.00
160	17.53%	64	\$1,768.00	\$0.00	\$1,768.00
161	13.15%	48	\$1,323.00	\$0.00	\$1,323.00
162	18.36%	67	\$1,836.00	\$0.00	\$1,836.00
163	15.62%	57	\$1,569.00	\$0.00	\$1,569.00
Tent-Sites Totals	17.89%	653	\$17,873.00	\$0.00	\$17,873.00

REQUIREMENTS SUMMARY
BY FUND, ORGANIZATIONAL UNIT OR PROGRAM
GENERAL FUND
 Port of Brooking Harbor

	Historical Data			REQUIREMENTS FOR: <u>BEACHFRONT RV PARK</u>	Budget For Next Year 2019-20		
	Actual		Adopted Budget This Year 18 / 19		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
	Second Preceding Year 16 / 17	First Preceding Year 17 / 18					
1	30,586	40,297	37,951	46,585	46,585	46,585	1
2	12,286	7,242	21,241	28,153	28,153	28,153	2
3	4,183	3,566	1,557	2,096	2,096	2,096	3
4							4
5							5
6							6
7							7
8	47,055	51,105	60,749	76,833	76,833	76,833	8
9	1.5	1.5	1.50	2.25	2.25	2.25	9
10	1,705	1,089	1,377	1,384	1,384	1,384	10
11	30,226	46,727	29,805	43,047	43,047	43,047	11
12	61,723	75,883	71,765	78,964	78,964	78,964	12
13	7,500	7,544	7,575	1,755	1,755	1,755	13
14	11,771	12,871	13,145	14,131	14,131	14,131	14
15	9,185	10,446	10,712	19,136	19,136	19,136	15
16	15,000	15,000	15,000				16
17	1,216	932	1,063	816	816	816	17
18	1,863	3,340	1,863	73,000	73,000	73,000	18
19	140,189	173,832	152,305	232,232	232,232	232,232	19
20			12,000				20
21							21
22							22
23							23
24							24
25							25
26			12,000				26
27							27
28							28
29							29
30	187,244	224,937	225,054	309,066	309,066	309,066	30

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ACTION ITEM – I

DATE: August 20, 2019
RE: Intergovernmental Agreement with City of Brookings
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- During certain occasions the need to use resources that the Port does not have, but the City does, would provide the Port more options and faster cleanup or repair.
- Port Staff believes this would be a good contingency plan to have in place.
- Draft IGA was provided by City of Brookings. SDAO legal department was asked to review the document since the Port lawyer also represents City of Brookings.

DOCUMENTS

- Draft IGA with City of Brookings, 2 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion approve draft IGA with City of Brookings and to allow the Port Manager to sign the IGA.

INTERGOVERNMENTAL AGREEMENT
Flexible Maintenance Agreement
City of Brookings / Port of Brookings Harbor

THIS AGREEMENT is made and entered into by and between the Port of Brookings Harbor, a Special District of the State of Oregon herein after referred to as "PORT", and the CITY OF BROOKINGS, a special Agency in the State of Oregon, hereinafter referred to as "CITY", collectively referred to as the "Parties".

RECITALS

1. By the authority granted in ORS 190-010 a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement, it's officers, or agents have the authority to perform.
2. PORT and CITY have determined that it is both to their mutual benefit and to the general public's benefit if they jointly utilize PORT and CITY maintenance resources, including equipment and operators.

NOW THEREFORE, the premises being in general as stated in the foregoing recital, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, PORT and CITY desire to enter into this Agreement to share maintenance services and borrow equipment with operators and materials when needed. Maintenance services as needed include, but not limited to, sweeping, vegetation control, brushing, winter maintenance activities, and drainage.
2. The term of this Agreement shall begin on the date all required signatures are obtained and shall remain in place unless cancelled by either Party.
3. This Agreement may be modified by mutual consent of both Parties and upon execution of an amendment to this Agreement, stating said modifications.

SCOPE OF WORK

1. PORT and CITY maintenance supervisors may request maintenance services from each other on an as-needed basis for work performed on PORT/CITY owned and maintained streets and their right of ways. Maintenance service requests shall be made in a written request in the form a Work Order Request. Both Parties shall sign the Work Order Request.

OBLIGATIONS

1. PORT and CITY shall perform work described in Work Order, in the event it is determined that work is unable to be reasonably performed, appropriate supervisors or assigned designee shall be informed.
2. PORT and CITY shall present invoices for 100 percent of actual costs incurred on behalf of the work performed on a monthly basis.
3. PORT and CITY shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including without limitation, the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part thereof. Without limiting the generality of the foregoing, both parties agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
4. PORT and CITY shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment or individuals to

perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal tax withholding.

- 5. All employers, that employ subject workers who work under the agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126.

GENERAL PROVISIONS

- 1. This Agreement may be terminated by either party upon 30 days notice, in writing and delivered by certified mail or in person.
- 2. Any termination of the Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
- 3. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representation, oral or written, not specified herein regarding the Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only the specific instance and for the specific purpose given.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

Port of Brookings

City of Brookings

Roy Davis – Commission Chair Date

Janell K. Howard - City Manager Date

Approved as to Form

Approved as to Form

_____, Port Attorney Date

Martha Rice, City Attorney Date

Port of Brookings - Harbor Contact:

City Contact:

Brookings, OR 97415
541-469-_____

Tim Rettke
898 Elk Drive
Brookings, OR 97415
541-469-1172

ACTION ITEM – J

DATE: August 20, 2019
RE: Green Building Demolition
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port received Business Oregon approval to go ahead with the demolition of the building.
- Material still inside the building are of no value to the Port and plan to be disposed of by Curry Transfer and Recycling.
- Some doors will be salvaged for reuse at the retail building.
- Verbal conversations with Port Engineer and other contractors, the building material reuse is not worth the effort.
- Options for demolition include “burn to learn” or mechanical methods.
 1. Mechanical method could involve an excavator crushing the materials into dumpsters or use excavator and tub grinder to mulch the materials into dumpsters. The nation average for a commercial building demolition is \$4.00 to \$8.00 a square foot (Google data). Green Building first floor footprint square footage is 10,613.
 2. “Burn-to-Learn” could be an option but it has some issues. Overhead utilities are near the structure. DEQ may or may not allow the burn. Public concerns with smoke from the burn. Final demolition of the concrete walls and elevator shaft would require equipment. Demolition may not take place until weather permitting.
- To accomplish this demolition, proposing to use the Capital Outlay funds to install electrical on Basin 1 D Dock. Budget has \$90,000 to install the power to D Dock. Use these funds for the demolition. If demolition cost come in below \$90,000, the remaining amount could still go to installing some power on D Dock or save for next budget cycle.

DOCUMENTS

- Letter Dated July 25, 2019 from Business Oregon, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve using mechanical method of demolition to the Green Building using the Capital Outlay funds for installing power on Basin 1 D Dock. Allow Port Manager or designee to sign contracts as needed for the demolition and removal of debris not to exceed \$90,000.



July 25, 2019

Gary Dehlinger, Port Manager
Port of Brookings Harbor
16330 Lower Harbor Rd
Brookings OR 97415

Re: Green Building Release of Lien(s)

Dear Gary,

This is in response to your May 24, 2019 email, We are excited to see that the Port of Brookings Harbor has found a solution that will allow this property to be converted into a revenue generating site once again.

Business Oregon has no issues with the removal of the building as proposed. No other formal approval is needed or required by the refinancing agreement with the state and the Port is free to proceed with demolition of the building as planned.

Sincerely,


Chris Cummings, Assistant Director
Economic Development

ACTION ITEM – K

DATE: August 20, 2019
RE: Pithitude Lease Agreement
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port received a proposal for leasing out Suites 102 and 103.
- Port Staff met with the owners of Pithitude to review business operation and suite repairs.
- Port Staff believes they will be a good tenant for the Port of Brookings Harbor.
- To make the suites ready for the tenant by October 1, 2019, the Port would replace the damaged carpet, repair drywall and paint interior walls. The broken air/heating unit would also need to be replaced.
- Draft lease agreement is under review by Port Counsel and tenant.

DOCUMENTS

- Proposal Dated August 7, 2019, 4 pages
- Draft Lease Agreement, 16 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve Lease Agreement with Pithitude for two (2) years with option of additional one (1) to three (3) years for the retail space at 16340 Lower Harbor Road Suites 102 and 103.

Gary Dehlinger
Port Manager
Port of Brookings-Harbor
16330 Lower Harbor Rd
Brookings, OR 97415

Aug 7, 2019

Dear Mr. Dehlinger and Port Commissioners,

My name is Tamara Bissell and I am interested in leasing the commercial retail space located at 16340 Lower Harbor Rd Suite #102-103, Brookings, OR 97415 for an initial 2-year period, with the option to renew for 1-3 years.

My business is a sole-proprietorship called Pithitude, and has been growing since 2010. I am an illustrator, and my business sells giftware such as mugs and T-shirts with my illustrations printed on them. The printing is done on-location, currently at our home property on Cape Ferrelo.

Pithitude is an e-commerce retail business, and in the last year, a wholesale manufacturer with over 60 accounts in OR, WA, CA, AK, ID and MT. We also sell in person to the public on the boardwalk here at the Port each Saturday from June until October.

While successful selling on the weekends, the assets I have in place are being underutilized and would be better served by a full-time retail storefront. By locating next to the Bell and Whistle coffee shop I would benefit from their existing retail traffic while printing takes place in the back rooms. In turn, my advertising and reputation will bring traffic to other Port businesses.

In examining the space, it is divided in such a way that no structural changes are necessary to accommodate my activities. To make the space appropriate for public use, three things would be required:

1. A fresh coat of white paint on all the interior walls.
2. Repair or replacement of air conditioning unit.
3. Replacement of carpet.

In regards to the carpet, full replacement of the flooring is necessary as strips have been cut from it that make it a safety hazard rather than just unsightly. A low-pile commercial-grade grey carpet or vinyl planking would be sufficient.

If the Port would make these changes happen, I propose an occupancy date of October 1, 2019.

As an alternative, I have acquired a flooring quote from Kellum's Flooring & More, whom I have done business with before and found to be fair and timely in their work. The Port is welcome to contract them for this job directly, or I can hire them to prepare the space in exchange for equal compensation of the amount paid, divided across the first three to six months of the lease.

Attached quote #1219 (\$4428.80) is for removal of all of the existing carpet, and replacement with a lower-mid range commercial carpet. Quote #1218 (\$2703.60) is for just the retail area that is exposed to the public. This would be an acceptable alternative, as the rear carpets are stained but not torn.

I appreciate your consideration at this time and hope that an option presented here suits both of our interests. You will find my credit history to be excellent and my business plan viable. I look forward to working together.

Sincerely,

Tamara Bissell
Owner, Pithitude
(509) 385-2821
95884 Cape Dr.
Brookings, OR 97415
Tamara@Pithitude.com

Kellum's Floors & More
16131 Hwy 101, S
Brookings, OR 97415
(541) 469-6777
kellumsfloorsandmore@gmail.com



Estimate

ADDRESS

TAMARA BISSELL
16340 LOWER HARBOR RD
BROOKINGS, OR 97415
509-385-2821

ESTIMATE # 1219
DATE 08/07/2019

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/07/2019	CARPET	SHAW PHENOMENON 54643 / PRODIGY 42500/ 181 YDS	181	15.80	2,859.80
08/07/2019	John Kellum Installations	INSTALLATION LABOR BREAKDOWN: INSTALL CARPET \$1264.00 / ADHESIVE \$300.00	1	1,569.00	1,569.00

Please review the attached estimate. If you have any questions please give us a call. TOTAL

\$4,428.80

We require a 60% deposit due before ordering with remaining balance due within 30 days.

We look forward to doing business with you.

Kellum's Floors & More Team

Accepted By

Accepted Date

2009

Kellum's Floors & More
 16131 Hwy 101, S
 Brookings, OR 97415
 (541) 469-6777
 kellumfloorsandmore@gmail.com



Estimate

ADDRESS
 TAMARA BISSELL
 16340 LOWER HARBOR RD
 BROOKINGS, OR 97415
 509-385-2821

ESTIMATE # 1218
DATE 08/07/2019

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/07/2019	CARPET	JUST FRONT ROOM: SHAW PHENOMENON 54643 / PRODIGY 42500/ 112 YDS	112	15.80	1,769.60
08/07/2019	John Kellum Installations	INSTALLATION LABOR BREAKDOWN: INSTALL CARPET \$784.00 / ADHESIVE \$150.00	1	934.00	934.00

Please review the attached estimate. If you have any questions please give us a call.

TOTAL

\$2,703.60

We require a 60% deposit due before ordering with remaining balance due within 30 days.

We look forward to doing business with you.

Kellum's Floors & More Team

Accepted By

Accepted Date

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DRAFT

COMMERCIAL LEASE AGREEMENT
PITHITUDE

This lease is made and entered into at Brookings, Oregon, effective the 1st day of October, 2019, by and between the **Port of Brookings Harbor**, an Oregon special district (referred to herein as the "Landlord") and **Tamara Bissell dba Pithitude** (hereinafter referred to as "Tenant").

1. **Leased Premises.** Landlord hereby leases to Tenant the following described property located in the Port of Brookings Harbor on the terms and conditions stated herein:
 - a. Landlord hereby leases to Tenant approximately 1,438 square-foot of building, (the Leased Premises, as described in in Exhibit "A" & "B"), located at 16340 Lower Harbor Road Space #102 and #103, Brookings, Oregon.

2. **Lease Term and Base Rental Rate.**
 - a. **Initial Term.** The initial term of this lease is two (2) years commencing October 1, 2019 and continuing through September 30, 2021.

 - b. **Base Rental Rate.** The base rental rate for the Leased Premises shall be One Thousand Six Hundred Twenty-Four and 94/100 Dollars (\$1,624.94) per month, as calculated below, payable on the first day of each month commencing October 1, 2019. The base rental rate is the combined rate of:
 1. The building consisting of 1,438 square feet of property at \$1.13 per square foot per month, for a total of One Thousand Six Hundred Twenty-Four and 94/100 Dollars (\$1,624.94) per month.

 - c. **Option to Renew.** Upon termination of the initial term of this lease, Landlord grants to Tenant the option to renew this lease in whole or in part of the Leased Premises, for one (1) additional one (1) to three (3) year term at terms and conditions to be negotiated, provided that: (a) Tenant is not in default of this lease at the time the option is exercised; (b) Landlord does not need the ground for its own use; and (c) Landlord is otherwise satisfied with Tenant's use of the Leased Premises during the initial term. The parties agree to negotiate in good faith with respect to the renewal terms and conditions on terms at least as favorable as those offered to any other tenant of Landlord at the time.

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

3. **Base Rent Payment.**

a. **Annual Adjustment.** Tenant must pay the base rent for the Leased Premises and any additional rent provided herein without deduction or offset. The base rent will increase annually, on each anniversary of the lease commencement for the second and each subsequent year, according to the Consumer Price Index for All Urban Consumers (CPI-U). The base rent increase will be for the total amount of the base rent due. Base rent includes all prior percentage increases. In the event that the CPI-U is negative, the base rent will remain the same, it will not increase or decrease.

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

c. **Additional Rent.** Additional rent means any other sums payable by Tenant to Landlord under this lease. At the end of the initial lease term, a new base rent will be established.

d. **Fees and Charges.** Should any rent or other payment required of Tenant by this lease not be paid within 10 days after it is due, a late charge of 1.5% per month (18% per annum) will be assessed. In the event any suit or action is instituted to collect any amount owed on this account, the undersigned applicant agrees to pay any reasonable attorney's fees, collection agency fees and any other costs associated with such action. A \$50.00 fee will be assessed on any returned payment.

4. **Lease Consideration/Security Deposit.** Upon execution of the lease, Tenant's base rent is due the first day of the month of the lease term for which rent is payable. Tenant is required to pay a security deposit in a sum equal to one month's base rent. Landlord may apply the security deposit to pay the cost of performing any obligation that Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the security deposit is applied by the Landlord, Tenant must on demand pay the sum necessary to replenish the security deposit to its original amount. To the extent not applied by Landlord to cure defaults by

Tenant, the security deposit will be returned to Tenant upon termination of this lease, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the term.

5. **Use.** Tenant may use the Leased Premises for printing and retail and for no other purpose without Landlord's written consent. In connection with its use of the Leased Premises, Tenant must, at its sole expense, promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including those of the Port of Brookings Harbor, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Port of Brookings Harbor, wherever located. Tenant must not create or maintain any nuisance or any objectionable fumes, noise, or vibrations while using the Leased Premises.
6. **Equipment.** Tenant may install in the Leased Premises only such equipment as is customary for the intended *use* and must not overload the floors or electrical circuits of the Leased Premises or alter the plumbing or wiring of the Leased Premises, without the prior written consent of Landlord. Landlord must approve, in advance, the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any equipment installed by Tenant will remain Tenant's property and must be installed and operated at Tenant's expense. Any air conditioning required because of heat generating equipment or special lighting installed by Tenant must also be installed and operated at Tenant's expense.
7. **Sign.** No signs, awnings, antennas, or other apparatus may be positioned as to be visible from outside the Leased Premises without Tenant obtaining Landlord's prior written approval as to design, size, location, and color. All signs installed by Tenant must comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware must be removed upon termination of this lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.
8. **Utilities and Services.** Landlord will furnish all utilities up to the Leased Premises and Tenant will be directly responsible for any and all electrical charges or fees for electrical service and must make arrangements to be billed directly from the local electric co-op (Coos-Curry Electric Cooperative, Inc.). Tenant must also make the necessary arrangements to have a meter installed in the name of Tenant for billing purposes. Water and Sewer usage will be billed separately. Tenant must comply with all government laws or regulations regarding the use or reduction of use of utilities on the Leased Premises. Unless caused by Landlord's negligence or intentional act, the interruption, limitation, curtailment, or rationing of services or utilities may not be deemed an eviction or

disturbance of Tenant's use and possession of the Leased Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease. Landlord must take all reasonable steps to correct any interruption in service.

9. Maintenance and Repair – Tenant's Obligations

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

tear excepted, clean and free of debris. Any damage or deterioration of the Leased Premises will not be deemed ordinary wear and tear if the same could have been prevented by commercially reasonable maintenance practices. Tenant shall leave the air-lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing and fencing which were on the Leased Premises prior to the commencement of the lease, in good operating condition.

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

- a. Provide adequate means of ingress and egress to the Leased Premises.
- b. Provide access to a water supply and electricity.
- c. Repair and maintenance of existing exterior water, sewage, and electrical services up the point of entry to the Leased Premises.
- d. Repair and maintain any structural element of the building that does not meet the definition of Major Damage as provided in Section 15, with respect to the Leased Premises.

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

12. Indemnity.

- a. Tenant may not allow any liens to attach to the Leased Premises or Tenant's interest in the Leased Premises as a result of its activities. In the event that a materialman, mechanic's, or other lien is filed, or a claim of lien is made for work claimed to have been done for Tenant, Landlord will have the option in its sole discretion to require Tenant to post a Surety Bond within ten (10) days at Tenant's expense or to pay and discharge the lien. Tenant agrees to reimburse Landlord promptly upon demand. These Landlord remedies are not exclusive as Landlord has other

remedies as provided by law including requiring Tenant to pay for Landlord's attorney's fees and costs relating to any such lien.

- b. Except as otherwise stated herein, Tenant hereby waives all claims against Landlord for damage to any property or injury, illness, or death of any person in, upon, or about the Leased Premises arising at any time and from any cause whatsoever other than by reason of the willful act of Landlord, its officers, employees, invitees, licensees or agents. Tenant must defend, indemnify and hold Landlord harmless from any and all claims or liability for damage to any property or injury, illness, or death of any person (a) occurring in or on the Leased Premises or any part thereof arising at any time and from any cause whatsoever other than by reason of the willful act of Landlord, its officers, employees, invitees, licensees or agents; or (b) occurring in, on, or about any part of the Leased Premises when such damage, injury, illness, or death was caused by the act, negligence, omission, or fault of Tenant, its agents, servants, employees, invitees, or licensees. Except as otherwise stated herein, Landlord will have no liability to Tenant because of loss or damage caused by the acts or omissions of other tenants of Landlord, or by third parties. The provisions of this paragraph will survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

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

- a. **General Liability.** Tenant must carry commercial general liability insurance at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2 million per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. **Property.** Tenant must carry property insurance against all risk of loss to any tenant improvement or betterments, at full replacement cost with no coinsurance penalty provision.
- c. **Workers' Compensation.** If Tenant has employees, Tenant must carry workers' compensation insurance as required by State law and Employer's Liability Insurance with limits of no less than \$1 million per accident for bodily injury or disease.
- d. **Excess Coverage.** If Tenant maintains broader coverage and/or higher limits than the minimums shown above, Landlord will be entitled to the broader coverage and/or the higher limits maintained by Tenant. Any available insurance proceeds in excess of the

specified minimum limits of insurance and coverage will be available to Landlord.

- e. **Additional Insureds.** The Port of Brookings Harbor, its officers, officials, employees, and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Tenant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provide in the form of an endorsement of the lessee's insurance (at least as broad as ISO Form CG 20 10).
- f. **Certificates of Coverage.** Tenant must furnish certificates of insurance to Port's General Manager, P.O. Box 848, Brookings, Oregon 97415 certifying the existence of such insurance no later than five (5) days prior to commencement of this lease. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled, or reduced in coverage or limits or not renewed without fourteen (14) days advance written notice to the Landlord and Landlord's agent, if any, and a renewal certificate must be furnished at least 14 days prior to the expiration of any policy.
- g. **Primary Insurance.** The insurance required herein will be primary and without right of contribution from other insurance that may be in effect and without subordination. Any other insurance carried by the Landlord is excess. The insurance policies must be underwritten by a company licensed in the state of Oregon, and carry a minimum Best's rating of "A-VI" or better.
- h. **Lapse of Policy.** If Tenant's policies lapse or are canceled at any time during the term of this Contract, Landlord will have the right to immediately terminate Tenant's lease until such insurance requirements have been fully satisfied by Tenant. Tenant will be responsible to Landlord, and must reimburse and hold Landlord harmless for any bodily injury, fire or property damage not covered by Tenant's insurance.

14. Exemption of Landlord from Liability

Tenant hereby agrees that Landlord will not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invites, customers, or any other person in or about the Leased Premises or the Port, nor will Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, wires or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Leased Premises or upon other premises of the Port, or from other sources or places and regardless of whether the cause of such damage

or injury or the means of repairing the same is inaccessible to Tenant. Landlord will not be liable for any damages arising from any act or neglect of any other tenant, occupant or user of the Port, nor from the failure of Landlord to enforce the provisions of any other lease of the Port.

15. **Major Damage.** Major damage means damage by fire or other casualty to the Leased Premises that causes the Leased Premises or any substantial portion of the Leased Premises to be unusable. In the event that major damage occurs without negligence or willful misconduct of Tenant or its employees, agents, or licensees, then either Landlord or Tenant may elect to terminate this lease by providing written notice to the other party within thirty (30) days after the occurrence of the damage. If this lease is not terminated following major damage, or if damage occurs that is not major damage, Landlord must promptly restore the Leased Premises to the condition existing just prior to the damage, with the exception of damage to Tenant improvements. Restoration of any Tenant improvements or alterations installed by Tenant, and the costs thereof, will be the responsibility of the Tenant. Rent will be reduced from the date of damage until the date restoration work being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Leased Premises not useable by Tenant.
16. **Waiver of Subrogation.** Tenant will be responsible for insuring its personal property and trade fixtures located on the Premises and any alterations or Tenant improvements it has made to the Premises. Neither Landlord nor Tenant will be liable to the other for any loss or damage caused by any of the risks that are or could be covered by a standard all risk insurance policy with the extended coverage endorsement, or for any business interruption. There may be no subrogated claims by one party's insurance carrier against the other party arising out of any loss.
17. **Eminent Domain.** If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Leased Premises or a portion sufficient to render the Leased Premises unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that possession is taken by the condemning authority; provided, however, that a condition to the exercise by Tenant of such right to terminate will be that the portion of the Leased Premises taken must be of such extent and nature as to substantially handicap, impede, or impair Tenant's use of the balance of the Leased Premises for the purpose intended. Rent will be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Leased Premises caused by the taking. All condemnation proceeds will belong to Landlord, and Tenant will have no claims against Landlord or the condemnation award because of the taking.

18. Assignment and Subletting. This lease binds and inures to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant may not assign its interest under this lease or sublet all or any portion of the Leased Premises without first obtaining Landlord's consent in writing. This provision applies to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment may relieve Tenant of its obligation to pay rent or perform other obligations required by this lease and no consent to one assignment or subletting may be deemed consent to any further assignment or subletting. Landlord may not unreasonably withhold or delay its consent to any assignment, or to subletting, accepting that the proposed Tenant has been approved by Landlord in writing. Tenant will pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney's fees.

19. Default.

- a. Any of the following constitute a default by Tenant under this lease:
1. Tenant's failure to pay rent or any other charge under this lease within ten (10) days after it is due, or failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision will be satisfied if Tenant commences corrective action within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this lease.
 2. Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for Tenant's property.
 3. Assignment or subletting by Tenant in violation of this lease.
 4. Vacation or abandonment of the Leased Premises for more than three (3) months without the written consent of Landlord.

5. If this lease is levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days.

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

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

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

Tenant's use of the Leased Premises, then Tenant may terminate this lease. All such regulations and policies must be complied with as if part of this lease.

22. **Access.** During times, other than normal business hours, Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Leased Premises. In such event, Landlord will have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord will have the right to enter upon the Leased Premises at any time by passkey or otherwise to determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs to the Leased Premises, or to show the Leased Premises to any prospective tenant or purchasers. Except in cases of emergency, such entry will be with at least 24 hours prior notice and at such times and in such manner as to minimize interference with the reasonable business use of the Leased Premises by Tenant.
23. **Notices.** Notices to the parties relating to the lease must be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Leased Premises. Rent will be payable to Landlord at the same address and in the same manner, but will be considered paid only when received.
24. **Subordination.** This lease will be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Leased Premises. At Landlord's option this lease will be subject and subordinate to any future encumbrance hereafter placed against the Leased Premises (including the underlying land) or any modifications of existing encumbrances. Tenant must execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.
25. **Transfer of Premises.** If the Leased Premises is sold or otherwise transferred by Landlord or any successor, Tenant will attorn to the purchaser or transferee and recognize it as the landlord under this lease, and, provided the purchaser assumes all obligations hereunder, the Landlord (transferor) will have no further liability hereunder.
26. **Estoppel.** Either party will within twenty (20) days after notice from the other party execute, acknowledge and deliver to the other party a certificate reciting: whether or not this lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in

advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested. Failure to deliver the certificate within the specified time will be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease.

27. **Attorney's Fees.** In the event, any action, suit, or other proceeding is instituted by either party to this lease to enforce any provision of this lease or any matter arising therefrom or to interpret any provision of this lease, the prevailing party will be entitled to an award of reasonable attorney's fees and costs of suit, including expert witness fees. In the event, any such action, suit, or other proceeding is appealed to any higher court or courts, the prevailing party will be entitled to an award of reasonable attorney's fees and costs for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney's fees and costs in the lower court, or courts.
28. **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all material terms of this lease, Tenant is entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord will have no liability to Tenant for loss or damages arising out of the acts of other tenants of Port property or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises.
29. **Complete Agreement.** This lease and the attached exhibits constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein. Any modification to this lease must be in writing and signed by both parties.
30. **Nonwaiver.** Waiver by either party of strict performance of any provision of this lease may not be deemed a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
31. **Real Property Taxes.**
 - a. **Payment of Taxes.** Tenant must pay all real and personal real property taxes, if any, applicable to Tenant's portion of the use and possession of the Leased Premises.

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- b. **Additional Improvements.** Tenant will be responsible for paying any increase in real property tax specified in the Tax Assessor's records and work sheets caused by additional improvements placed upon the Leased Premises by Tenant or by Landlord for use by Tenant.
 - c. **Definition of "Real Property Tax".** As used herein, the term "real property tax" includes any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.
- 32. **Severability.** The invalidity of any provision of this lease as determined by a court of competent jurisdiction, may in no way affect the validity of any other provisions herein.
 - 33. **Time of Essence.** Time is of the essence with respect to the obligations to be performed under this lease.
 - 34. **Security Measures.** Each party acknowledges that they have no obligation whatsoever to provide guard service or other security measures for the benefit of the other party or their property. Each party assumes full responsibility for the protection of itself, its agents and invitees and its property from acts of third parties. Nothing herein contained prevents Landlord, at Landlord's sole option from providing security protection for the Port or any part thereof.
 - 35. **No Warranties.** The Leased Premises are leased "as-is" and in their current condition as of the first day of the lease term. No warranties, express or implied, are provided by Landlord regarding the condition or fitness for purpose of the Leased Premises.
 - 36. **Parking.** Landlord does not assign any specific parking spaces to Tenant under this lease. Tenant and Tenant's employees and invitees are permitted to use any un-restricted Port public parking areas.
 - 37. **Headings.** The headings in this lease are for the convenience of the parties only and are not to be used in the interpretation of its provisions.

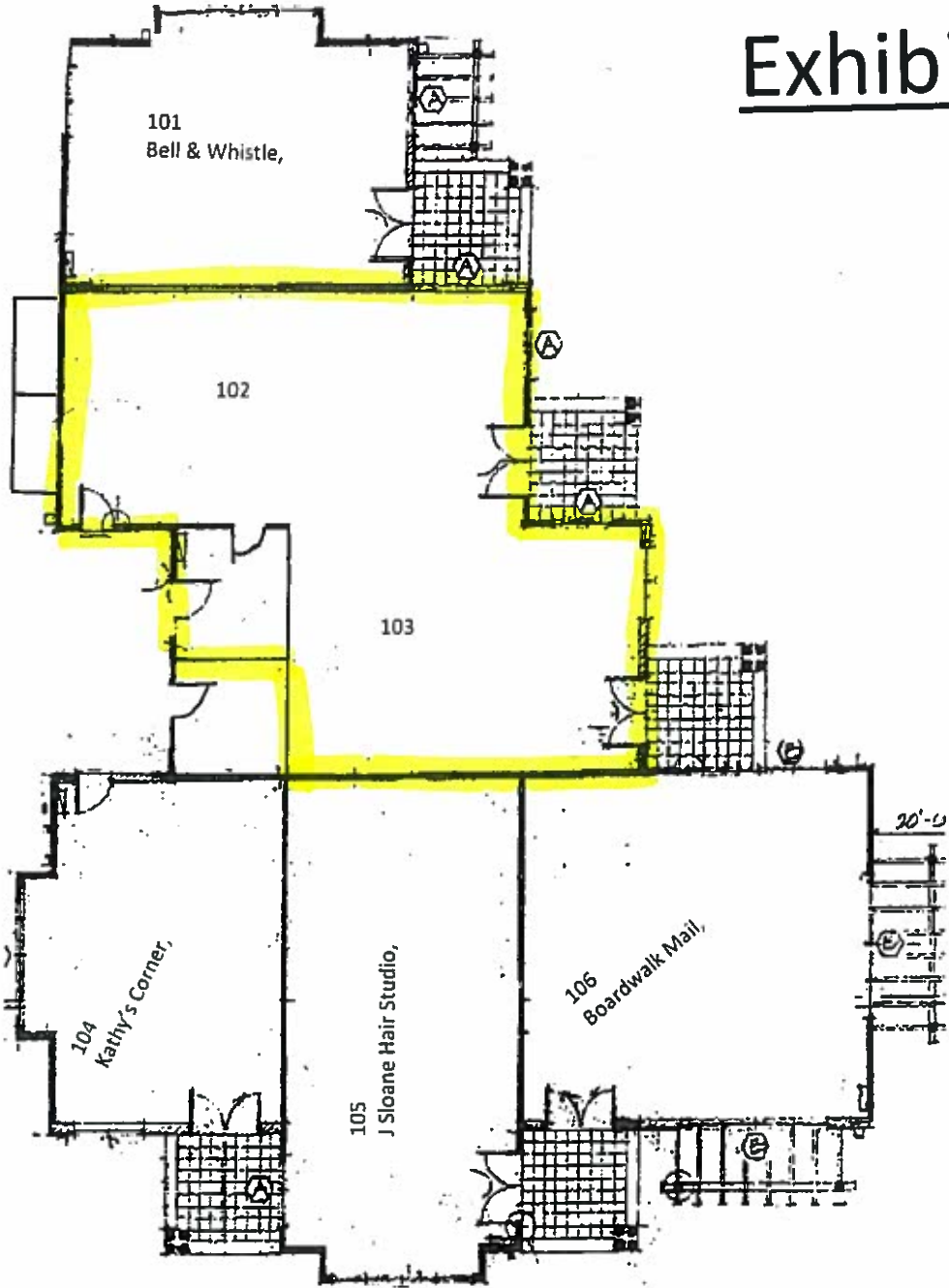
[SIGNATURE PAGE TO FOLLOW]

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

PORT OF BROOKINGS-HARBOR, Landlord	PITHITUDE Tenant
Dated: _____	Dated: _____
By: _____ Board Chairman Roy Davis ATTEST: _____ Board Secretary Sharon Hartung	By: _____ Name: Tamara Bissell Its: Owner
Mailing Address: P.O. Box 848 Brookings, OR 97415 Phone: 541-469-2218 Fax: 541-359-3999	Mailing Address: 95884 Cape Dr. Brookings, OR 97415 Phone: 509-385-2821 Fax :

Exhibit "A"



Building 1
16340 Lower Harbor Road

Port of Brookings Harbor
Commercial Lease – Pithitide
Exhibit “B”



ACTION ITEM – L

DATE: August 20, 2019
RE: Dinghies
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Regular meeting on July 16, 2019 the commissioners heard the request for changing the ordinance for dinghies, deliberated and then approved to continue following existing Port Ordinance 4.34 as written.
- Board President, through the request of commissioner, has requested to place a draft revised Port Ordinance 4.34 to allow small vessels moored in the same assigned slip for Board discussion.
- Port Staff recommends keeping the existing 4.34 as written. If the Board decides to change the ordinance as drafted, other changes, updates and reviews should be done prior to Board action which may include these items or more:
 1. Insurance company should be notified of the change and recommendations provided from risk management.
 2. Update Moorage User Agreement to match new ordinance change(s).
 3. Update Ordinance Definitions Sections 1.11 and 1.12
 4. Update Ordinance Section 2.2.2
 5. Update Ordinance Section 2.2.4
 6. Update Ordinance Section 4.5
 7. Update Ordinance Section 4.10
 8. Port Counsel review of changes and recommendations.
- Other issues to consider:
 1. More vessels tying up to limited dock space to an already tight moorage facility.
 2. Management of more items equals more time spent handling issues and enforcement.
 3. Additional wear and tear to docks.
 4. Potential of more sinking vessels during rainy season.
 5. Increases Port Staff duties.
 6. Obstructing visual inspection of docks.
 7. Creating more congestion within the harbor in a busy recreational and commercial Port.

DOCUMENTS

- Draft Wording to Revise Port Ordinance Section 4.34, 1 page
- Port Ordinance No.1 1998, 28 pages
- Moorage License Agreement General Terms and Conditions, 4 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to continue following existing Port Ordinance and Moorage License Agreement to the best ability of Port workforce.

Port of Brookings Harbor
Ordinance No. 1 - 1998

Draft

4.34 Rowboats, skiffs, dinghies, rafts ,or other auxiliary vessels under 10ft of length that do not require boat registration, that are not motorized, or that will not impede another moored vessels access, can be stored in the same water area assigned to the slips Port Registered vessel owner. These water craft may not extend the width of the registered vessel or extend the length of the assigned Port slip. These water craft will display the name of the Port's Registered vessel, the owner will notify the Port's office of said auxiliary vessels location, and the auxiliary vessel will be covered by the insurance of the Port Registered vessel of that slip. These water craft will be secured to the dock slip assigned to the owner of the Port Registered vessel. There will be no storage of these water craft on any Port docks or slip fingers. Any auxiliary vessel unattended and needing Port assistance will be charged accordingly. Nets, Reels, and or other items of equipment shall be stored only in areas designated by the Harbormaster and each item shall bear an identifying mark as to the ownership of the property. Any vessel, items, equipment or gear left without proper storage arrangements will be in violation of the rules and subject to being abated as a nuisance.

Port of Brookings Harbor
Ordinance No. 1 - 1998

4.33 Any person using Port facilities or equipment shall comply with any verbal or written signs or communicatives, and with administrative and operational policies and procedures, issued or posted under the authority of the Port Manager or Port Commission.

4.34 Rowboats, skiffs, dinghies, rafts, nets, reels, and/or other items of equipment shall be stored only in areas designated by the Harbormaster and each item shall bear an identifying mark as to the ownership of the property. Any items, equipment or gear left without proper storage arrangements will be in violation of the rules and subject to being abated as a nuisance.

4.35 The Port reserves the right to inspect any of the rented or leased premises at any time. Failure to inspect shall not be deemed to create any responsibility

PORT OF BROOKINGS HARBOR

ORDINANCE NO. 1 - 1998

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ORDINANCE NO. 1 - 1998

**AN ORDINANCE PROVIDING FOR THE CONTROL AND MANAGEMENT
OF THE HARBOR PROPERTIES AND FACILITIES OF THE PORT
OF BROOKINGS HARBOR, AND AMENDING AND SUPERSEDING
ORDINANCE NO. 1 - 1990**

Ordinances must comply with notice provision requirements of ORS 198.540 (2), (3).
The Board of Commissioners of the Port of Brookings Harbor ordain as follows....

TITLE: This Ordinance shall be called "Rules and Regulations Governing the
Administration of the Properties and Facilities of the Port of Brookings Harbor".

PURPOSE AND SCOPE: The purpose of these rules and regulations is to secure the
most effective control and management of the harbor properties and facilities of
the Port of Brookings Harbor.

INTERPRETATION: If any section or part thereof of these rules and regulations is
inconsistent with any laws of the State of Oregon, or of the United States, or any
rule, regulation or standard established pursuant thereto, such section, or part
thereof shall be construed, superseded or governed thereby. Nothing contained
in this Ordinance shall be construed as a limitation of any rights, privileges, or
remedies previously existing under any applicable laws or as a limitation of the
powers of the Port Commission or management.

SEVERABILITY: The provisions of these rules and regulations are declared and, if
any portion of the application thereof to any person or property is held invalid for
any reason, the validity of the remainder of these rules and regulations or the
application of such remainder to other persons or property shall not be affected.

APPLICATION: These rules and regulations are applicable to all properties and
facilities of and in the Port of Brookings Harbor. All vessels and persons
entering or using the facilities shall be subject to the policies herein defined.

AVAILABILITY OF ORDINANCE: Anyone may inspect a copy of these rules and
regulations at the Port of Brookings Harbor office and copies may be obtained
upon request.

CONSTRUCTION: Unless otherwise required by the context or any particular
provision, the words or phrases defined in Part I: Definitions, meanings as set
forth therein, the use of any gender shall include all genders; the singular shall
include the plural and the plural shall include the singular; and the provisions of
this ordinance shall apply to individuals, partnerships, associations, and
corporations alike.

PART I: DEFINITIONS

Applying at the Port of Brookings Harbor and other Port operated properties

- 1.1 **ABANDONED**: Shall mean left or given up with no reasonable appearance of an intent to return or reclaim. A vessel/property or motor vehicle shall be deemed abandoned if left on or in Port facilities without identification or evidence of ownership and without notification to the Port of intent to leave; or without permission to moor at the Port; or without payment of fees for storage or use as required under Section 2.2.
- 1.2 **DISTRESS**: Shall mean a state of disability which if unduly prolonged could endanger life or property or become a hazard to navigation.
- 1.3 **DRAFT**: Shall mean the depth of a vessel keel below the water line especially with a heavy load.
- 1.4 **EMERGENCY**: Shall mean a state of prominent danger to life, property, or navigation in which time is of the essence.
- 1.5 **FEE SCHEDULE**: Shall mean moorage and harbor services, rates, fees and charges as determined from time to time by resolution of the Board of Commissioners of the Port.
- 1.6 **HARBOR AREA**: Shall mean all water and land areas under the ownership of or leased by the Port.
- 1.7 **INDUSTRIAL WASTE**: Shall mean any liquid, gaseous or solid waste substances or combination thereof resulting from any process of industry, manufacturing, trade, agricultural or agricultural operation or business, or from the development or recovery of any natural resources, which may cause or might reasonably be expected to cause pollution of the harbor properties or the waters controlled by the Port of Brookings Harbor.
- 1.8 **LITTER**: Shall mean any and all types of debris and substances, whether liquid, gaseous or solid or a combination thereof including, but not limited to, garbage, refuse, rubbish, glass, cans, bottles, paper and paper products, wrappings, decayed wood, sawdust, shavings, bark, cement, lime, cinders, ashes, offal, oil, tar, dyestuffs, acids, chemicals, dead animals or fish carcasses or parts thereof, manure, human or animal wastes, putrid, decaying or deleterious substances or matter, petroleum wastes, or any machinery, appliances or automobiles or parts thereof, or any other substances which may render the harbor properties or waters controlled by the Port unsightly, noxious, or otherwise unwholesome or to the detriment of the Public health and welfare.

- 1.9 **LIVE-ABOARD**: Shall mean any person sleeping overnight, preparation of food, or any other activity normally connected with temporary or permanent lodging.
- 1.10 **MARINA**: Shall mean the Port of Brookings Harbor and all of its facilities, including the RV Park, parking lots, storage facilities, and docks.
- 1.11 **MOORAGE**: Shall mean any place where a vessel lies when at anchor or is made fast to a dock or is laid alongside another vessel made fast to a dock, and shall include side and multi-side ties.
- 1.12 **MOORAGE FACILITIES**: Shall mean those facilities of the Port of Brookings Harbor where vessels may moor to wharves, docks, pilings, and finger piers in assigned or designated spaces. Fuel dock and fishing piers at the Port of Brookings Harbor shall not be considered designated moorage facilities.
- 1.13 **OVERALL LENGTH**: Shall mean the distance from the foremost part of the bow (including the bowsprit) to the aftmost part of the stern, regardless of keel length and regardless of registered or documented length.
- 1.14 **OVERALL WIDTH**: Shall mean the distance between the outermost part of each side of the hull of the vessel, regardless of registered or documented width.
- 1.15 **PORT**: Shall mean the Port of Brookings Harbor and includes all lands, properties and facilities owned or operated by the Port of Brookings Harbor.
- 1.16 **PORT COMMISSION**: Shall mean that Commission elected by the electorate of the Port District and acting under the Ordinances of the Port of Brookings Harbor to recommend plans, regulations and improvements to the harbor facilities.
- 1.17 **PORT HARBORMASTER**: Shall mean the official hired by the Port to serve as Harbormaster and any deputy Harbormaster, Port security officer or other employee authorized or designated by the Harbormaster or Port Manager to enforce the provisions of this Ordinance.
- 1.18 **PORT MANAGER**: Shall mean that person duly appointed and recognized by the Commission of the Port of Brookings Harbor. The Manager is to administer the functions of all Port facilities. Whenever, by the provisions of this Ordinance, a power is granted to the Manager or a duty is imposed upon him/her, the power may be exercised or duty performed by an assistant of the Manager, unless it is expressly otherwise provided.
- 1.19 **PORT USE AGREEMENT**: Shall mean an agreement between the vessel owner/operator and the Port of Brookings Harbor for the use of and payment for moorage on a long-term basis (annual, monthly, contractual).

- 1.20 **RV PARK**: Shall mean the designated parking area for recreational vehicles at the Port of Brookings Harbor.
- 1.21 **RECEIVING DOCK**: Shall mean a platform for the unloading of fish and gear from commercial fishing vessels.
- 1.22 **RESIDENT VESSEL**: Shall mean any vessel holding a long-term (annual or monthly) Port Use Agreement with the Port of Brookings Harbor.
- 1.23 **SEWAGE**: Shall mean water, chemical, or other liquid carried, human or animal wastes from vessels, motor vehicles, trailers, residences, buildings, industrial or commercial establishments or other places with such ground water infiltration and surface water as may be present.
- 1.24 **SHALL AND MAY**: "Shall" is mandatory. "May" is permissive.
- 1.25 **TRANSIENT MOORAGE**: Short-term berthage, for use of moorage facilities, whereby the vessel is granted authority to moor, but does not enter into a Port Use Agreement.
- 1.26 **TRANSIENT VESSEL OR GUEST VESSEL**: Any vessel using a Port moorage facility and which belongs to an owner/operator who does not have a Port Use Agreement with the Port. Transient vessels or guest vessels include, but are not limited to, vessels seeking a harbor of refuge, day(s) use or overnight(s) use of a moorage facility in a space on available basis.
- 1.27 **UNDERWAY**: Shall mean the condition of a vessel, not at anchor, without moorings, and not made fast to the shore or ground.
- 1.28 **VESSEL**: Shall mean every description of watercraft, other than seaplanes, in the water used or capable of being used.
- 1.29 **VESSEL OWNER/OPERATOR**: Shall mean any person who has or claims to have, expressly or otherwise, lawful care, custody, or control of a vessel by virtue of legal title or equitable interest therein which entitles him/her to possession.
- 1.30 **VIOLATION VESSELS**: Any vessel entering and remaining at the Port of Brookings Harbor without authorization; or remaining at the Port of Brookings Harbor after moorage has been terminated.

PART II: MOORAGE AND HARBOR SERVICES

Applying at the Port of Brookings Harbor and other Port operated properties

- 2.1. **REGISTRATION:** All vessels must register with the Port office within two hours after arrival in the harbor and use of Port facilities unless arrival time is after 9 p.m., in which case registration must be made by completing and depositing the required information at the drop-in slot at the Port office. Registration shall be in accordance with the rules and regulations listed under the Port Use Agreement section of this Ordinance. Payment for the initial term of moorage and deposit must be paid at the time of registration.
- 2.1.1 Owner/operator of vessel shall provide to the Port current and valid documentation and/or registration, current billing information, owner/operator's name, residence and mailing address, telephone number, proof of ownership, registrant's valid driver license number, and social security number. The name, number, type, dimension, description and uses of the vessel, as well as the name of the insurance company or agent of record for the vessel shall be provided at the time of registration. If the registering person is an operator, owner authorization for moorage and other charges must be made available upon request of the Port.
- 2.1.2 Owner/operator of vessel shall provide notice to the Port of the physical condition of the vessel, including any structural concerns, which could result in damage if the vessel is towed or dry docked. This notice shall be updated from time to time by the owner/operator when condition of vessel changes, and shall constitute permission for the Port to move or dry dock the vessel for reasons described elsewhere in this Ordinance.
- 2.2 **PORT USE AGREEMENT:** No person(s) shall moor a vessel at the Port of Brookings Harbor facilities without first having entered into a Port Use Agreement with the Port in form and manner provided by the Port. Said Port Use Agreement for the initial period of moorage or storage and thereafter upon pre-payment of fees shall continue as the Port Use Agreement under which the owner/operator of the vessel/property agrees to abide.
- 2.2.1 The Port may issue or renew a Port Use Agreement for up to, but not exceeding, one (1) year. Upon expiration of the period stated therein, the Port Use Agreement and all rights of the permittee thereunder shall automatically terminate unless pre-payment for an additional term has been accepted by the Port. If moorage or storage is not prepaid, the owner/operator of the vessel/property may request installment payments to be determined by the Port Manager. If the Port Use Agreement is not renewed, moorage or storage shall be charged based on the applicable

transient rate. No Port Use Agreement shall be renewed unless the conditions of the original issuance are met nor shall a Port Use Agreement be issued or renewed unless all fees and charges due and payable are paid.

2.2.2 The Port Use Agreement shall allow the use of the moorage facility for moorage purposes only, storage for storage only, and shall grant no further rights, privileges or uses. Additional uses shall not be allowed except as specifically permitted by the Port of Brookings Harbor.

2.2.3 Port Use Agreements are not transferable. Any such transfer shall be absolutely void. Any person who transfers or attempts to transfer a Port Use Agreement shall be subject to a penalty as provided in this Ordinance. The sale of a vessel covered by a Port Use Agreement transfers no rights or privileges in said agreement, nor does it guarantee licensee issuance of a new agreement.

2.2.4 Port Use Agreements shall be issued to a named owner/operator of a vessel/property and shall be valid only for a specific vessel/property in a numbered moorage or storage space.

2.2.5 Moorage or storage spaces may be reassigned at the option of the Port if the orderly administration of the moorage or storage facility so requires. Licensees may apply for reassignment, however, reassignment is not a right or privilege of the Port Use Agreement. If, within ten (10) days of mailing a notice to the owner/operator, the owner/operator of the vessel/property does not consent to the reassignment, the Port Use Agreement shall automatically terminate, owner/operator shall remove the vessel/property from the assigned moorage or storage space, and the owner/operator shall receive the vessel/property from the assigned moorage or storage space.

2.2.6 A Port Use Agreement may be cancelled by a vessel/property owner/operator upon thirty (30) days written notice to the Port.

2.2.7 Transfer of moorage location is allowed only as authorized by the Port Manager.

2.3 **PORT USE AGREEMENT RELATIONSHIP:** The Port does not accept the vessel/property for storage and it shall not be liable in any manner for the safekeeping or condition of the same, and is not responsible therefore as a warehouseman. The Port shall not be responsible or liable for any damage or loss to, or of, the said vessel/property, tackle, gear, equipment either upon said vessel/property or upon the premises of the Port, from any cause whatsoever, or for injury to the permittee or invitees occasioned by any cause, upon the Port

premises or adjacent thereto, except for the negligence of the Port. By application for moorage, owner/operator of vessel/property accepts the Port facilities as its conditions change.

2.4 **PORT CHARGES:** Charges for moorage or storage and all other charges owing or to become owing under a contract between a vessel/property owner/operator and the Port, or under this Ordinance, and shall include, but not be limited to, costs and expenses, including attorney fees, incurred in salvage, termination, removal and/or sale of vessels or their appurtenances, tackle, apparel and furniture, or any part thereof.

2.4.1 **PAST DUE:** Any account which remains unpaid in whole, or in part thirty (30) days after invoiced, shall be considered past due and subject to collection procedures as established by Port Ordinance and subject to the collection laws of the State of Oregon.

2.4.2 **TERMS OF PAYMENT:** Moorage or storage charges apply against the vessel/property, their owner/operator, or agent and are payable in advance. Invoices covering charges in this Ordinance, as issued by the Port, are due and payable upon presentation.

2.4.3 **ATTORNEY'S FEES FOR COLLECTIONS:** The owner/operator of a vessel/property shall be liable for all collection costs and expenses, including attorney fees as established in Port of Brookings Harbor Ordinance 15-1982, if owner/operator fails to pay charges when due. If the Port brings suit for collection of a delinquent account, the prevailing party shall be paid by the other party actual attorney's fees incurred in such suit.

2.4.4 **LATE CHARGE:** A late charge fee, as established by Port resolution, shall be charged for open, past-due balances.

2.5 **INDEMNITY:** Owner/operator agrees to indemnify and save the Port harmless from any loss or damage by fire, theft, or from any cause whatsoever and to indemnify and save the Port harmless from any and all liability for injury to or death of any person(s) or loss or damage to any property caused or occasioned by or arising out of the use of said Port's facilities by the owner/operator, except for the negligence of the Port.

2.6 **CHOICE OF FORUM:** Invitees/users of Port property, or owner/operator of vessel agrees to all claims, demands, suits, actions and proceedings against the Port of every kind and nature including, without limitation, those sounding in contract or tort or for breach of warranty, the laws of the State of Oregon shall be, without exception or limitation, binding and controlling law, and damages shall not exceed the amounts set forth in the Oregon Tort Claim Act. Any and all

suits, actions and proceedings, of every kind and nature whatsoever, against the Port shall be filed and maintained exclusively in the Circuit or District Court, as appropriate, of the State of Oregon, for the County of Curry.

If a suit or action is instituted in connection with any controversy arising from the use of or services offered by the Port, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable attorney fees.

- 2.7 **HAUL-OUT PROCEDURES:** The vessel owner/operator agrees to save, defend, and hold harmless the Port from any liability or claims of damage as a result of the haul-out.

The vessel owner/operator acknowledges that haul-out procedures necessarily cause warpage and may cause leakage, especially with wooden vessels or metal vessels built with rivets.

The vessel owner/operator expressly agrees that vessel owner/operator is assuming the risk of such leakage or damage when the vessel is hauled out by the Port, and agrees to make no claim for any damages whatsoever, but rather assumes the risk themselves. For all claims, demands, suits, actions and proceedings against the Port of every kind and nature including, without limitation, those sounding in contract or tort or for breach of warranty, the laws of the State of Oregon shall be, without exception or limitation, binding and controlling law, and damages shall not exceed the amounts set forth in the Oregon Tort Claims Act. Any and all suits, actions and proceedings, of every kind and nature whatsoever, against the Port shall be filed and maintained exclusively in the Circuit or District Court, as appropriate, of the State of Oregon, for the County of Curry.

If a suit or action is instituted in connection with any controversy arising out of a haul-out, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees, at trial or on appeal.

- 2.8 **REMOVAL OF VESSEL/PROPERTY FOR NON-PAYMENT:** When the owner/operator of vessel/property has failed to pay charges owed to the Port within thirty (30) days of the debt, the Port may, solely at its option, take reasonable measures including, but not limited to, the use of chains, ropes, and locks, or removal of a vessel/property, so that the vessel/property is in the possession and control of the Port and cannot be removed from the Port harbor.

These procedures may be used if an owner/operator mooring a vessel/property at the Port fails, after notice is sent to the last address on record with the Port, by certified U.S. Mail, that charges are owing and of the owner/operator's right to

commence legal proceedings to contest that such charges are owing, to pay the Port charges owed or to commence legal proceedings to contest the charges. A second notice shall be made by placing in the U.S. Mail a certified letter to the owner/operator at his/her last known address, and by posting a notice on the vessel/property.

Timeline before seizure (first notice - 10 days, second notice - 10 days, and final notice - 10 days, making a total of 30 days). The Port will send notice by certified or regular mail before seizing or filing a claim of lien on federal vessels.

In the case of a transient vessel or where no address was furnished by the owner/operator, the Port need not give such notice prior to securing the vessel. The notice shall set forth the charges owing and shall state that the Port may terminate the moorage and seize the vessel, or its appurtenances, tackle, apparel and furniture, if charges are not paid within twenty (20) days, or legal proceedings are not commenced to contest charges.

At the time of securing the vessel/property, an authorized Port employee shall attach to the vessel/property a notice, which shall contain the following information:

- The date and time the notice was attached;
- A statement that if the account is not paid in full within sixty (60) days of the date the debt became due, the vessel/property and its appurtenances, tackle, apparel and furniture, or a part thereof, may be sold at public auction to satisfy the Port charges; and
- The address and telephone number where additional information may be obtained concerning release of the vessel/property.

The owner/operator may regain possession of the vessel/property by:

- Making payment to the Port of all Port charges; or
- Agreeing to pay installment payments for the unpaid balance, in addition to future charges when due, and execution of Confession of Judgment, confessing such sums due and providing that the Port shall be entitled to judgment for the unpaid sums due at the time of application for judgment and costs and collection expenses, including attorney fees. Any monies received shall be applied first against sums due which arose after execution of the Confession of Judgment, then to interest accrued on the unpaid balance, and finally to unpaid principal sums; or

- By posting with the Port, a sufficient cash bond or other acceptable security to be held in trust by the Port pending written agreement of the parties with respect to payment by the owner/operator of the vessel/property of the amount owing, or pending resolution of the matter of the Port charges in a civil action in a court of competent jurisdiction. After entry of judgment, including any appeals, in a court of competent jurisdiction, or after the parties reach agreement with respect to payment, the trust shall terminate and the Port shall receive so much of the bond or other security as is agreed or as is necessary to satisfy any judgment, costs, and interest as may be awarded to the Port. If personal or real property was pledged as security, it shall be executed upon in the manner provided by law.

If a vessel/property has been secured and the owner/operator does not regain possession by the above methods, the Port may, at its sole option, elect to proceed with foreclosure of its lien in the manner provided by either ORS 87.152 to 87.212 or ORS 783.010 to 783.170.

The Port may bid all or part of its Port charges at the sale and may become a purchaser at the sale. The balance or proceeds from the sale of the vessel/property, after payment of all lawful charges, shall be refunded immediately to the person who posted the security at this person's last known address.

- 2.9 **REMOVAL OF HAZARDOUS VESSEL/PROPERTY:** Hazardous vessel/property may immediately and without notice be moved by the Port from the Port of Brookings Harbor and placed in storage or sold under the procedure described in Section 2.8 of this Ordinance, or pursuant to ORS 87.152 to 87.212. Notice shall, however, be given prior to moving a vessel/property whenever a non-emergency situation exists. All expenses and risk of loss or damage resulting therefrom shall be borne by the owner/operator of the vessel/property, as shall the cost of any salvage services rendered by the Port. In the event the vessel/property is moved to another moorage, the owner/operator of the vessel/property shall, in addition, be liable to the Port for the prevailing moorage rate and other fees customarily charged at the facility to which the vessel/property is moved.
- 2.10 **REMOVAL OF ABANDONED VESSEL/PROPERTY:** Any vessel/property, its appurtenances, tackle, apparel and furniture, which has been abandoned (see Definitions) may immediately and without notice be moved, and may be placed in storage or sold under the procedure described in Section 2.8 of this Ordinance or pursuant to ORS 87.152 to 87.212, or as otherwise provided by law.

2.11 TERMINATION OF MOORAGE:

- 2.11.1 Moorage of any vessel/property may be terminated upon ten (10) days written notice if the vessel/property or its owner/operator is in violation of the Port Use Agreement or any part of this Ordinance. Notice of termination of moorage shall be by personal delivery or by mailing by certified mail notice to the owner/operator at the last known address, and by posting a notice on the vessel/property. The notice shall state that moorage is being terminated, that the owner/operator has ten (10) days from the date of the notice to remove the vessel/property from the Port of Brookings Harbor and that the vessel/property will thereafter be removed and placed in storage by the Port at the owner/operator's expense. Such remedy shall be in addition to any other enforcement procedures, including citation for violation of Port Ordinances.
- 2.11.2 Upon correction of the violation(s) and payment of all costs and charges incurred by the vessel/property, reinstatement of moorage may be applied for and may be permitted by agreement with the Port Manager. If reinstatement of moorage is permitted, a second violation of Port Ordinances within six (6) months shall be cause for termination of moorage with no opportunity for reinstatement.
- 2.11.3 Sale of vessel/property - A Port Use Agreement is personal to the applicant and cannot be assigned, sold, transferred or involuntarily seized, except the owner/operator of the vessel/property may transfer title to a corporation in which the vessel/property owner/operator shall own and maintain ownership of not less than 51 percent of the issued and outstanding stock. Upon transfer of title of the vessel/property, the owner/operator shall notify the Port. The seller is required to notify the Port of sale and pay any moorage or other charges due at that time. The new owner/operator must register with the Port and arrange for moorage.

PART III: FEES, RATES, AND CHARGES

(See Port of Brookings Harbor Resolutions.) Rates, fees and charges are periodically set by review of the Port of Brookings Harbor Board of Commissioners by resolution.

PART IV: SPECIFIC RULES AND REGULATIONS

Applying at the Port of Brookings Harbor and other Port operated properties

- 4.1 All vessels entering the Port area shall have a valid identification number permanently affixed to the hull and clearly visible from the outside. Coast Guard documented vessels must display Coast Guard documentation numbers and the name of the vessel on the hull. Failure to have either may be cause for refusal of moorage.
- 4.2 All vessels shall be registered with the Port office within two hours of arrival in the harbor. Registration shall be in accordance with the rules and regulations listed under the Port Use Agreement section of this Ordinance. A drop-in registration slot is available at the Port office or contact Port Security after normal working hours.
- 4.3 Anyone visiting or using the Port areas does so at his/her own risk. The Port does not assume any responsibility for loss or damage to property or persons within the Port area.

Vessel/property owner/operator agrees to indemnify and save the Port harmless from any loss or damage to personal property by fire, theft, or from any cause whatsoever and to indemnify and waive the Port harmless from any and all liability for injury to or death of any person(s) or loss or damage to any property caused or occasioned by or arising out of the use of said Port's facilities by the vessel/property owner/operator, agent, employee or guest, except for the negligence of the Port.

- 4.4 The Port may deny the use of any of the facilities of the Port to any person who is not in compliance or shall refuse to comply with said rules and regulations. Any such person may be subject to prosecution as a trespasser to the fullest extent possible under the law.
- 4.5 Vessels must be securely moored with adequate bow, stern, and spring lines. Four (4) or more lines are required. No cross tying of vessels is allowed, except as authorized by the Harbormaster.
- 4.6 Vessels are required to use tendering. The owner/operator of a vessel assigned moorage space may install standardized premolded rubber or vinyl bumpers of commercial manufacture as approved by the Port Harbormaster. Dock-affixed tendering shall not include carpeting, rubber tires, fire hose or similar materials.
- 4.7 Owner/operator may connect to electrical service at the Port facility location subject to the following:

- 4.7.1 The Port of Brookings Harbor specifically does not guarantee continuity of electrical service to any vessel, the characteristics of any service that is provided, or the characteristics of the vessel service circuit breaker.
- 4.7.2 Use of electrical service shall be at owner/operators own risk. The Port shall not be liable for any damages caused or resulting from inadequate, excessive, or a surge in the electrical voltage or amperage.
- 4.7.3 Owner/operator agrees to indemnify, defend and hold the Port harmless from any claims or damages arising out of or resulting from owner/operators use of electrical service.
- 4.7.4 Owner/operator shall not draw more voltage or amperage than posted at the point of connection.
- 4.7.5 All electrical cords and wiring shall meet underwriter's laboratory approval for marine related electrical services.
- 4.7.6 No cords or wires shall be placed on the dock or fingers in such a manner to cause or contribute to damage or injury to facilities, property or personnel of the Port or to third parties.
- 4.7.7 Owner/operator shall pay to the Port all electrical charges based upon the fee schedule in effect at the time, and the Port shall add such charges to moorage charges to be paid in a manner provided.
- 4.8 All vessels must carry on board U.S. Coast Guard approved and operable fire extinguishers. Fire hoses and other fire fighting equipment are to be used for fire control only.
- 4.9 No person(s) on a vessel equipped with a toilet shall use or permit the use of such toilet on the waters controlled by the Port, unless the vessel is equipped with facilities in good operating condition adequate to treat, hold, incinerate or otherwise handle sewage in such a manner that is capable of preventing water pollution. For the purposes of this section, an acceptable water pollution control device is one, which has been approved by the State Board of Health, State of Oregon.
- 4.10 Vessels moored in a Port facility must be, at all times, completely seaworthy, fully operational and ready for immediate cruising in local waters. Lack of seaworthiness may result in removal of the vessel, unless:
 - 4.10.1 Effecting short-term (thirty [30] days or less) repairs that render the vessel inoperable: or

4.10.2 Authorization has been obtained from the Port Manager to effect repair rendering the vessel inoperable longer than thirty (30) days.

If a vessel is removed from a Port facility because it has been determined by the Port to be unseaworthy or inoperable, any costs incurred in said determination (i.e. marine survey, inspection costs) shall be borne by the vessel owner/operator.

4.11 The Port has the right, but not the obligation, to pump, tow, secure tie lines, board or move any vessel moored at the Port if such action is determined by the Harbormaster to be necessary for the safety or protection of that vessel, vessels nearby, Port facilities, navigable waterways, or because the vessel is not in its assigned moorage location or has exceeded its authorized moorage time. These services will be charged for according to the fee schedule in effect at the time of the service. All expenses and risk of loss or damage resulting therefrom shall be borne by the vessel owner/operator, as shall the cost of any salvage services rendered by the Port.

4.11.1 The Port has the right, upon notification of vessel owner/operator or notice mailed to the last known address of the owner/operator, to move any vessel moored at the Port if such movement will, in the opinion of the Port Authority, contribute to best utilization of the Port facilities. The cost of movement to improve Port facility utilization will be borne by the Port.

4.12 The docks and Port properties are closed between dusk and dawn to the public, except moorage holders, their agents or employees having business to tend to on the vessels. Authorization for public use of Port properties or facilities after dark must be obtained from the Port Manager.

4.13 Any person utilizing Port properties shall obey all Port, Municipal, County, State and Federal regulations and laws, and generally accepted safety standards and requirements to insure that a person's actions or vessel do not become a hazard to any person(s) or other vessel(s) on Port facilities and Port properties.

4.14 Loud or boisterous conduct, sleeping, lewd or lascivious conduct, unnecessary blowing of horns, shall not be permitted in or about vehicles on the Port's premises. Vessel owners/operators will not maintain anything that may be dangerous to life, limb or property or permit any objectionable noise or odor on his/her vessel, vessel harbor premises, or premises adjacent thereto, and will not create a nuisance or unnecessarily disturb any other vessel owner/operator, guest, lessee or patron of the RV Park.

4.15 No one may sell, give or make available any alcoholic liquor to anyone who is visibly intoxicated. Use or possession of any alcoholic beverage(s) by any

person under 21 years of age is prohibited. Engaging in the use or being instrumental in the exchange of unlawful controlled substances on Port property is prohibited and shall be cause for immediate expulsion from Port facilities and immediate termination of Port Use Agreement.

4.16 Live-aboards must have Port permission after 72 hours. Application for a live-aboard permit may be obtained at the Port office. If Port permission is obtained, a permit will be issued for a fee as set forth in the fee schedule in effect at the time of application. The permit is valid for the length of the Port Use Agreement, unless otherwise specified, and must be renewed immediately upon expiration.

4.16.1 Live-aboards must agree to enhance Port Security by calling to the attention of the Port Manager or Port office damage to any vessels or pier, unauthorized persons visiting pier, possible theft, unsafe practices, etc.

4.17 Vessel movement within the moorage area shall be in compliance with the posted speed limits, rules and regulations as determined by the Port Manager. A "No Wake" speed limit is determined to be in the best interest of the Port users.

4.18 No person(s) shall fuel, or cause to be fueled, a vehicle or watercraft on properties of the Port except at areas designated by the Fire Marshal and approved by the Port Authority for that purpose.

4.18.1 No person(s) shall store, or cause to be stored, any fuel for any vehicle or watercraft in or upon any vehicle or watercraft on or upon the Port properties or waters of the Port except in tanks or containers designated for that purpose, and in areas where such tanks or containers shall not come into contact with sparks or excess heat or other conditions which may cause it to ignite.

4.19 No person(s) shall throw, place, leave, deposit, abandon, cause or permit to be thrown, placed, left, deposited or abandoned, any industrial waste, litter, or sewage on any Port properties or waters controlled by the Port, except in receptacles designated by the Port for the disposal of such materials or substances. The fact that proper receptacles are not furnished by the Port is not excuse or defense.

4.19.1 No person(s) shall use refuse or waste containers provided by the Port for other than wastes, litter, or sewage generated on Port properties or waters controlled by the Port, except for those wastes, litter or sewage generated from a vessel's voyage.

- 4.19.2 Vessel owner/operator shall be held personally liable for any and all costs associated with clean up of wastes, litter or sewage generated on Port properties by their vessel, crew or guest.
- 4.20 No person(s) may operate a Port owned hoist except with specific approval of the Port Authority nor shall said hoist be operated in such a manner that would cause injury, harm or hazard to any person or property at or about said hoist, nor operated in such a manner as to cause harm or damage to said hoist.
- 4.21 No person(s) may tap, connect, disconnect or interfere with any water outlet, waterline, water connection, telephone equipment, TV cable, electrical outlet or electrical device maintained or operated by the Port without first obtaining the permission of the Port Manager.
- 4.22 Every person and every vessel responsible for any damage to any Port property of any kind or character under the jurisdiction of the Port shall be held liable for and charged with the cost and expense of the replacement or repair of the property so damaged or destroyed. The expense of repairing said damage shall be charged against the person or vessel, or both, responsible therefor.

In the event any damage is done to any dock or premises, facility or other property owned by the Port and in the possession of, or under the supervision, management or control of the Port, the person(s) causing, responsible for, or in any way connected with such damage, and the person(s) to whom the dock or premises, facility or other property may be assigned, or by whom it is being used, and the master, owner/operator, or agent of any vessel, vehicle, or others instrumentally involved in such damage, shall promptly give a full report thereof to the Port Manager, giving the date and hour the damage occurred, the names and addresses, or if unknown, a description of witnesses and other persons, or vessels instrumentally involved in the damage, as well as all other pertinent facts and information that may be available. It shall be unlawful for any person to refuse, neglect or fail to make or give any such report in the form and manner aforesaid, and any such person who so refuses, neglects or fails, may be refused the use of any dock or other facility until the Port has been fully reimbursed for any such damage.

- 4.23 No commercial use of facilities, including the sale of fish from vessels, shall be allowed unless a permit has been granted by the Port of Brookings Harbor. The requirements and conditions for such permits and licenses shall be as prescribed in separate instructions as prescribed from time to time by resolution of the Board of Commissioners of the Port of Brookings Harbor.
- 4.24 No person(s) shall clean or process fish or shell fish on any walkways, wharves, docks, barges or piers of the Port, except in facilities and equipment designated for that purpose by the Port.

- 4.25 No person(s) shall fish or crab from the walkway, wharves, docks, floats, barges or piers of the Port, except in areas so designated by the Port.
- 4.26 Children under 12 years of age shall not be allowed on the Port docks unless supervised by a parent or responsible adult and wearing U. S. Coast Guard approved life jackets.
- 4.27 No cooking or open flames shall be allowed on the walkways, wharves, docks, floats, barges or piers of the Port.
- 4.28 No fireworks shall be allowed on the walkways, wharves, docks, floats, barges or piers of the Port. In the event of a fire occurring on board any vessel in the Port, except vessels underway, such vessel must sound five prolonged blasts of the whistle or siren as an alarm indicating a fire on-board or at the dock to which the vessel is moored. Such signal may be repeated at intervals to attract attention, and is not a substitute for, but may be used in addition to, other means of reporting a fire. The words "prolonged blast" used in this rule shall mean a blast of from four (4) to six (6) seconds in duration.
- 4.29 It shall be unlawful for any person to discharge firearms or BB pellet compressed air guns on the walkways, wharves, docks, floats, barges, piers or properties of the Port or while moored to Port facilities.
- 4.30 Swimming, surface and scuba diving from or near to Port docks (except by authorization of the Harbormaster), bicycling, skateboarding or use of motorcycles or any other wheeled vehicle unless said vehicle or device is necessary as a prosthetic device shall not be permitted on the Port docks.
- 4.31 Sandblasting, metal cutting, welding or paint over-spraying is prohibited on Port walkways, wharves, docks, floats, barges, piers or properties without permission of the Port Harbormaster. No person(s) shall do any welding unless done by a person experienced in the art of welding, using equipment having minimum safety requirements and having in his/her possession a fire extinguisher of the kind approved by the U. S. Coast Guard for use on a commercial vessel.
- 4.32 Vessel owner/operator, crew or guest using the Port area or its facilities for moorage or otherwise shall keep their vessel, net areas, and the pier or finger in the vicinity of his/her vessel neat, clean, orderly, and shipshape.
- 4.32.1 No gear, materials, tackle, dock boxes, or other storage or debris shall be left on Port docks or other Port facilities, except as provided in this Ordinance.
- 4.32.2 No gear lockers shall be allowed on Port docks.

- 4.33 Any person using Port facilities or equipment shall comply with any verbal or written signs or communicatives, and with administrative and operational policies and procedures, issued or posted under the authority of the Port Manager or Port Commission.
- 4.34 Rowboats, skiffs, dinghies, rafts, nets, reels, and/or other items of equipment shall be stored only in areas designated by the Harbormaster and each item shall bear an identifying mark as to the ownership of the property. Any items, equipment or gear left without proper storage arrangements will be in violation of the rules and subject to being abated as a nuisance.
- 4.35 The Port reserves the right to inspect any of the rented or leased premises at any time. Failure to inspect shall not be deemed to create any responsibility upon the Port.
- 4.36 Nets may be repaired in designated parking lot areas on Port property.
- 4.36.1 The Harbormaster or his/her authorized agent must authorize and be notified upon arrival of any net to be repaired on Port facilities.
- 4.36.2 Net repair space will be allotted on an as-available basis.
- 4.36.3 The Port shall not be held liable for any loss or damage to nets being repaired on Port facilities.
- 4.37 Gear repair will be handled as follows:
- 4.37.1 The Harbormaster or his/her authorized agent must authorize and be notified upon arrival of any gear to be repaired on Port facilities.
- 4.37.2 All gear being repaired on Port facilities must be marked with readily visible owner/operator name, vessel name and documentation or registration number.
- 4.37.3 Gear repair space will be allotted on an as-available basis.
- 4.37.4 The Port shall not be held liable for any loss or damage to gear being repaired on Port facilities.
- 4.38 Lot storage will be handled as follows:
- 4.38.1 No gear shall be left upon Port properties without the written permission of the Port office, except pursuant to a completed and accepted Port Use Agreement. The Port must be notified of the proposed storage prior to use of Port properties for storage.

- 4.38.2 Short-term storage for working gear only (as defined by the Port) will be allowed. The Port reserves the right to assign location of gear storage.
- 4.38.3 The resident fleet will be given priority on lot storage space.
- 4.38.4 Each item stored at Port facilities shall be marked with a tag containing the name and number of the vessel to which the gear belongs, and the name and address of the registered owner/operator. A single tag may be utilized for each group of crab pots or similar fishing gear if the tag specifies the number of crab pots or similar fishing gear included in the group.
- 4.38.5 Removal of fishing gear must have owner approval (the owner may delegate, in writing, a representative, i.e. the skipper of the vessel).
- 4.38.6 Port equipment used for the movement or placement of gear shall be operated by Port personnel only unless otherwise authorized by the Harbormaster.
- 4.38.7 The Port reserves the right to move stored property for better utilization of Port properties or to protect the property of others. The Port assumes no liability for loss or damage to stored property. The vessel owner/operator is responsible for any and all additional charges incurred by impoundment or removal.
- 4.38.8 Unidentified gear shall be deemed abandoned and may, immediately and without notice, be moved and placed in storage or sold in the manner provided by this Ordinance or pursuant to ORS 87.152 to 87.212.

Impounded gear may be redeemed by:

- Presenting proof of ownership, and
- Payment of all fees or making arrangement with the Port for payment of all fees in the manner provided in Section 2.8 of this Ordinance.

4.39 Parking shall be for Port patrons only.

- 4.39.1 There shall be no public parking except in areas so designated by the Port of Brookings Harbor.
- 4.39.2 No person(s) shall stop, park or permit to remain a motor vehicle on the walkway for a period longer than 15 minutes without specific permission of Port authorities.

- 4.39.3 No person(s) shall stop, park or permit to remain a motor vehicle in front of a launch ramp, walkways or turnaround of the Port of Brookings Harbor.
- 4.39.4 No person(s) shall stop, park or permit to remain a motor vehicle in fire lanes, the gear storage area or any other area where parking is prohibited.
- 4.39.5 Long-term parking (more than three [3] days) of a vehicle shall be by permit only and shall be in a designated long-term parking area. All vehicles parked more than three (3) days must have and display a parking sticker, which may be applied for upon registration with the Port office. Registration with the Port office and provision of owner identification and proof of liability insurance is required. All vehicles parked in long-term parking must be owned by persons working on a vessel. If a vehicle will be parked on Port property on a long-term basis, the owner is required to provide the Port with a contact person and/or key to the vehicle. The key may be reclaimed upon removal of the vehicle.
- 4.39.6 The term "vehicle" does not include vessels, vessel trailers or travel trailers for the purpose of this section. Vessels are not allowed in long-term parking. Travel trailers may not be parked, at any time, on Port properties, except in designated areas at the Recreational Vehicle Park at the Port of Brookings Harbor. Vessel trailers may be parked at the Port of Brookings Harbor in designated areas only after a permit has been obtained from the Port office.
- 4.39.7 No person(s) shall stay overnight in any vehicle, recreational vehicle, trailer, camper or other vehicle while said vehicle is parked on Port properties, except in designated areas at the Port of Brookings Harbor. Overnight parking is available for Port patrons only.
- 4.39.8 Operation of a motor vehicle on Port properties in excess of the posted speed limit or in a manner which creates a hazard to motor or foot traffic or property is prohibited.
- 4.39.9 Any vehicle parked in violation of these regulations is subject to impoundment and may be towed from Port properties and stored at the owners risk and expense thereof in the manner provided by ORS 98.805 to 98.818. Abandoned vehicles or watercraft shall be disposed of as provided by Section 2.10 of this Ordinance or pursuant to ORS 87.152 to 87.212. The Port assumes no liability for loss or damage to vehicles parked on Port properties .

- 4.39.10 Vehicle disassembling and maintenance is prohibited on Port properties.
- 4.40 No animal(s) shall be allowed on Port properties or on Port docks unless said animal is on a leash and controlled by the owner, or on/in private property.
- 4.40.1 Animals shall not be allowed on the docks except to go directly to or from a vessel and must be on a leash and controlled by the owner. No animal(s) shall be tied to any portion of the Port docks or properties.
- 4.40.2 No person(s) having control of any animal on Port facilities shall allow waste or droppings of that animal to remain on any wharf, dock, barge, pier or walkway of the Port. Animal waste or droppings shall be immediately removed and placed in the nearest waste receptacle.
- 4.40.3 The Harbormaster or his/her designated employee shall be authorized to contact local law enforcement agencies to impound any animal in violation of this Ordinance.
- 4.41 Regulation of Signs: No person(s) may write or post any written or printed matter in any place on Port of Brookings Harbor properties, except upon bulletin boards constructed for that purpose and only after obtaining permission from the Port.
- 4.42 Peddling Prohibited: It shall be unlawful for any person to peddle or sell any goods, wares or merchandise upon the docks, roadways or other lands under the jurisdiction of the Port without having a concession agreement to do so from the Port Manager.
- 4.43 It shall be unlawful for any person to willfully or carelessly destroy, damage, disturb, deface, or interfere with any buoy, float, life preserver, sign, notice, or any other municipal property whatsoever under the jurisdiction of the Port.

ENFORCEMENT: The Port Commission authorizes the Port Manager and/or his/her designee to enforce these regulations by written or verbal instructions. The Port Manager may request persons violating these regulations to leave the Port area and/or obtain the assistance of law officers to protect property, lives or preserve the peace. The Port Manager may interpret the reasonable intent of these regulations to carry out the purposes of these regulations. If a vessel/property, the owner/operator of which has been notified to remove the vessel/property from the Port area, is not removed immediately, it may be impounded by the Port Manager, and may be removed by a private contractor, charges for which will be assessed against the vessel/property and/or its owner/operator as well as storage charges thereafter.

- 4.43.1 The Port Manager and/or his/her designee shall be deputized to enforce this Ordinance or any other ordinance, resolution or motion of the Commission of the Port of Brookings Harbor, in accordance with ORS 777.190. Ordinances, resolutions, rules and regulations of the Port shall be enforced by any peace officer of the State of Oregon, County of Curry, or the Port of Brookings Harbor.
- 4.43.2 Any person violating the regulations herein or any regulations adopted by the Board of Commissioners of the Port of Brookings Harbor in accordance with ORS 777.120 or ORS 777.190 shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than \$500, or imprisonment not to exceed 30 days, or both. Each day such violation shall continue shall constitute a separate offense thereunder.
- 4.43.3 Violation of any section herein may be enforced civilly in any manner set forth as follows:

Enforcement may include, but is not limited to, any of the following:

- Suit in equity for specific performance.
- Suit for injunctive relief enjoining the prohibited matter or affirmatively requiring performance.
- Any breach may be treated as a default under any lease or purchase agreement of Port property, and the Port shall have all remedies for such default under the lease or sale agreement or as otherwise permitted by law.
- Suit for any legal damages to the Port for all such monetary damage as caused in whole or in part by the failure to comply with this Ordinance.
- If, within thirty (30) days of written notice to the tenant, tenant has not begun to repair or correct the deficiencies stated in the notice, the Port may enter into a contract for the repair or correction of such deficiencies, and the tenant shall reimburse the Port for the costs of such repairs or corrections plus 10 percent for the Port's administrative expenses. Failure to pay such amounts within thirty (30) days of invoice shall be deemed a default and subject to interest as stated in the Port Use Agreement.

With prior notice, the Port reserves the right for the Port or its designee to enter upon the premises for the purpose of inspection, repairing, or correcting deficiencies.

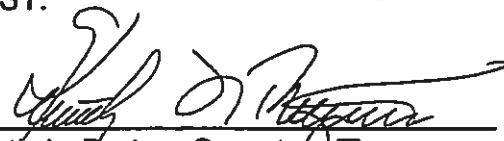
All of the conditions and restrictions contained herein shall be construed together but if, at any time, any one of these conditions or restrictions becomes invalid or for any reason unenforceable, no other condition or restriction shall be thereby affected or impaired.

ADOPTED by a majority vote of the Port of Brookings Harbor Board of Commissioners on the 26th day of May, 1998.



Lloyd D. Whaley, Chairman

ATTEST:



Kenneth L. Byrtus, Secretary/Treasurer

Ordinance No. 21

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE PORT OF BROOKINGS HARBOR AMENDING ORDINANCE NO. 1 – 1998 REGARDING TRANSIENT DOCK BOAT RAMP AND PUBLIC PARKING REGULATIONS

WHEREAS, on May 26, 1998, the Board of Commissioners of the Port of Brookings Harbor adopted Ordinance No. 1-1998; and

WHEREAS, the Oregon State Marine Board has funded improvements to support recreational boating; and

WHEREAS, as a condition of the OSMB grant, the facilities are required to be used for recreational boating and not to support commercial purposes.

Now, therefore, the Board of Commissioners of the Port of Brookings Harbor ordains as follows:

Section 1. Ordinance Identified. The ordinance amends Ordinance No. 1-1998 adopted May 26, 1998.

Section 2. Amendment One. Section 4.39.1 of Part IV, Specific Rules and Regulations, of Ordinance No. 1-1998 is hereby repealed and amended to read as follows:

4.39.1 There shall be no public parking except in areas so designated by the Port of Brookings Harbor. Areas where public parking is expressly prohibited include: the launch ramp parking area except as designated for daily use by vehicles towing boat trailers and single car parking in designated areas: the boat wash lanes and approach lanes except when washing a trailered boat; other areas deemed necessary to insure compliance with grant agreements.

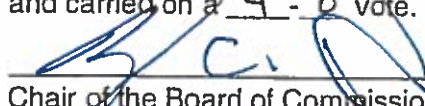
Section 3. Amendment Two. Part IV, Specific Rules and Regulations, of Ordinance No. 1-1998 is hereby amended by adding Section 4.23.1 to read as follows:

4.23.1 No commercial use of the boat ramp transient dock in Basin 1 will be allowed. Commercial use includes the offloading of catch for delivery to a business, vehicle or other conveyance.

Section 4. Effective Date. This ordinance will be effective 30 days following the date of its adoption.

INTRODUCED on the 21 day of AUGUST, 2018.

APPROVED and ADOPTED on the 16 day of OCTOBER, 2018 by the following vote: on a motion by Commissioner KENNETH RANGE, seconded by Commissioner JOE SPEIR, and carried on a 4 - 0 vote.


Chair of the Board of Commissioners


Secretary of the Board of Commissioners



Ordinance No. 22

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE PORT OF BROOKINGS HARBOR
REGULATING SLEEPING AND CAMPING ON PORT PROPERTY**

WHEREAS, on May 26, 1998, the Board of Commissioners of the Port of Brookings Harbor adopted Ordinance No. 1-1998; and

WHEREAS, on September 4, 2018, the Ninth Circuit Court of Appeals issued a decision in the case *Martin v. City of Boise*, which held that government cannot criminalize sleeping on public property by homeless persons if there are not adequate shelters available without violating the Eighth Amendment to the United States Constitution; and

WHEREAS, the Court also indicated that some regulations regarding homeless persons sleeping on public property would likely be permissible if the regulations restricted the time, place, and manner of said sleeping activity rather than an absolute ban all sleeping on public property; and

WHEREAS, there have been incidents of homeless persons erecting tents on Port property all hours of the day and night necessitating the need for more specific regulations by the Commission.

Now, therefore, the Board of Commissioners of the Port of Brookings Harbor ordains as follows:

Section 1. Ordinance Identified. This ordinance amends Ordinance No. 1-1998 adopted May 26, 1998.

Section 2. Amendment. Part IV, Specific Rules and Regulations, of Ordinance No. 1-1998 is hereby amended by adding Section 4.44 to read as follows:

4.44 Sleeping and camping on Port-owned property.

4.44.1 Policy. It is the policy of the Board of Commissioners to implement regulations for Port-owned property that adhere to the Ninth Circuit Court of Appeal's ruling in *Martin v. Boise* while at the same time ensuring that the general public and Port visitors are allowed to continue to enjoy the services and amenities of the Port.

4.44.2 Camping – Defined. "Camping" is defined for purposes of this ordinance as the erection of any tent or similar temporary structure for use as a means of shelter.

4.44.3 Camping - Prohibited. Camping is prohibited on all Port-owned properties except in areas designated as a campground.

4.44.4 Camping – Exception. Persons who are homeless shall not be issued a criminal citation for violating section 4.44.3, including a citation for criminal trespass, if: (1) said person is camping on Port-owned property between the hours of 10 p.m. and 6:00 a.m.; and (2) said person is sleeping or lying down for purposes of rest; and (3) there are no local overnight shelter beds available. In addition, said camping activities may not obstruct any pedestrian or vehicular pathway, including the boardwalk and entrances and exits to buildings, nor cause damage to any Port property. If said person does obstruct pedestrian or vehicular pathways, including the boardwalk or entrances or exits to buildings, or cause damage to any Port property, then he or she may be issued a

criminal citation for violating this section 4.44.4 and may be criminally trespassed from the property.

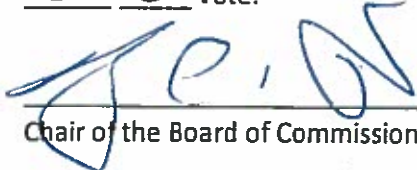
4.44.5 Sleeping Prohibited. Sleeping is prohibited on all Port-owned properties except in areas designated for such activity.

4.44.6 Sleeping – Exception. Persons who are homeless shall not be issued a criminal citation for violating section 4.44.5, including a citation for criminal trespass, if: (1) said person is sleeping on Port-owned property between the hours of 10:00 p.m. and 6:00 a.m.; and (2) said person is sleeping or lying down for purposes of rest; and (3) there are no local overnight shelter beds available. In addition, said person may not obstruct any pedestrian or vehicular pathway, including the boardwalk or entrances or exits to buildings, nor cause damage to any Port property. If said person does obstruct pedestrian or vehicular pathways, including the boardwalk or entrances or exits to buildings, or cause damage to any Port property, then he or she may be issued a criminal citation for violating this section 4.44.6 and may be criminally trespassed from the property.

Section 3. Effective Date. This ordinance will be effective 30 days following the date of its adoption.

INTRODUCED on the 20 day of November, 2018.

APPROVED and ADOPTED on the 18 day of DECEMBER, 2018 by the following vote: on a motion by Commissioner RICHARD HEAP, seconded by Commissioner ROY DAVIS, and carried on a 5 - 0 vote.



Chair of the Board of Commissioners



Secretary of the Board of Commissioners



MOORAGE LICENSE APPLICATION

Slip No.: _____ Permit No.: _____

BILL TO: Owner Operator

BOAT OWNER:

Name: _____

Address: _____

City: _____ St: _____ Zip: _____

Telephone: (_____) _____ - _____

Cell Phone: (_____) _____ - _____

Email: _____

BOAT OPERATOR:

Name: _____

Address: _____

City: _____ St: _____ Zip: _____

Telephone: (_____) _____ - _____

Email: _____

Driver's License Verification: Yes No

Boaters License Verification: Yes No N/A

Commercial Fishing License: Yes No N/A

IN CASE OF EMERGENCY PLEASE NOTIFY:

(When Owner/operator is away and cannot be reached)

Name _____

Telephone: (_____) _____ - _____

INSURANCE INFORMATION:

Insurance Co.: _____

Policy #: _____

Exp. Date: _____

BOAT INFORMATION:

Boat Name _____

Reg / Doc #: _____

Length Overall: _____ Beam: _____ Draft: _____

Year: _____ Make: _____

Home Port: _____

Check all that apply: Sail Inboard Outboard

Gas Diesel Port-a-potty Type I MSD

Type II MSD Type III MSD Other/None

Recreational Commercial Charter

MOORAGE LICENSE TERM & TYPE:

From _____ To _____

Type: Recreational Commercial Annual

Semi Annual Monthly Weekly Daily

Transient Other _____

Fee*: _____

This moorage license application is subject to the terms and conditions set forth on the moorage license agreement and to the Port of Brookings Harbor ordinances, presently in effect or that become in effect in the future. The Port of Brookings Harbor assumes no responsibility for the vessel, its equipment or for injury to the owner, employees, guests or agents.

Renewal moorage license application will be sent out 60 days prior to expiration date. Fees for moorage are due and payable in advance for the entire term. Signed documents must be presented to the Port 30 days after the moorage license agreement begins. Moorage agreements that are not signed will be terminated.

Permission to "liveaboard" must be specifically authorized in writing by the Port of Brookings Harbor by separate agreement.

*Moorage charges are payable in advance. Moorage agreement automatically reverts to a monthly rate in not paid in full within 30 days. Past due accounts will be assessed a late charge of 1.5% per month (18% per annum). In the event, suit or action is instituted to collect any amount owed on this account, the undersigned applicant agrees to pay any reasonable attorney fees, collection agency fees and any other costs associated with such action. A \$50.00 fee will be assessed on any Return Payment.

Owner/Operator: _____

Port of Brookings Harbor Representative: _____

**PORT OF BROOKINGS HARBOR
MARINA BEST MANAGEMENT PRACTICES**

ENGINES AND BILGES

- Use absorbent bilge pads or socks to soak up oil and fuel.
- Recycle and/or dispose of petroleum products properly.
- Dispose of used oil filters properly and make sure they are thoroughly drained.
- Do NOT discharge bilge water if there is a sheen to it.
- Do NOT dispose of any fuels or used oil in the marina's dumpsters.
- Contact the Port Office for the nearest oil recycling locations.
- Fueling of boats inside marina slips is prohibited.

PAINTING AND VARNISHING

- It is prohibited to do any in-water hull scraping or any process that occurs underwater which removes paint from the boat hull.
- Limit the amount of open solvents or paints on dock to one gallon or less.
- Always mix paints and epoxy over tarp.
- Always use a drip pan and/or drop cloth (tarp) when painting.
- Spray painting is not allowed within the marina.
- Do NOT dispose of paints or solvents in the marina's dumpster.

SURFACE PREPARATION

- Use biodegradable, non-toxic, phosphate free cleaners and/or soaps.
- Liberally use tarps to capture all scrapings, debris and drips or use a vacuum sander.
- Stretch tarps between the side of the boat and the dock when working over the water.

SEWAGE

- Untreated sewage should never be discharged directly overboard.
- Store sewage in holding tanks and dispose of properly at pump-out stations.
- Ensure Marina Sanitation Devices (MSD's) Type I and II systems are working properly and discharge the treated waste only when your boat is underway (in coastal waters and rivers navigable from the ocean). DO NOT DISCHARGE ANY MSD while moored in the marina or at any time on inland lakes and reservoirs.
- Type III MSD's are NOT treatment systems; they are only holding tanks and are always required to use pump-out stations.
- Use shore-side facilities as often as possible.

SOLID WASTE DISPOSAL

- Pets must remain on a leash at all times and immediately pick up after your pet and dispose of the waste in a garbage receptacle.
- Harvested fish must be cleaned using the designated fish cleaning stations or on vessels and disposed of properly. All solid fish waste must be disposed of into garbage receptacles or as approved by OSMB, as it is illegal to dispose of fish carcasses in Oregon waterways.
- Dispose of all garbage in the proper shore-side receptacles.
- Recycle all plastics, newspapers, cardboard and aluminum in appropriate receptacles.

*No open burning is allowed in the marina from petroleum-containing waste or garbage that would generate black smoke or noxious fumes.

*For Safety reasons, unattended storage items are not allowed on marina docks.

**ALL HAZARDOUS WASTE MUST BE DISPOSED OF PROPERLY. CONTACT THE PORT OFFICE FOR
MORE INFORMATION AT: (541) 469-2218**

Thank you for helping us to protect the environment and keep a clean and enjoyable facility!

Adopted and Approved by Board
Date 05-16-2017
Effective July 1, 2017

Page 2 of 4

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Moorage License Agreement General Terms and Conditions

1. **MOORAGE OR STORAGE SPACE:** The Port of Brookings-Harbor ("Port") grants to the designated Owner/Operator ("Licensee") a license for moorage of the designated vessel in the moorage space identified on the front of this Agreement and/or for the use of certain lots identified herein for the purpose of boat, trailer or gear storage. The Port reserves the right in its sole discretion and without notice to reassign any vessel or the stored material to an alternate site of the Port's choosing, permanently or temporarily, to accommodate emergency situations, repairs or administrative needs.
2. **FEES & CHARGES:** FEES ARE BASED ON SIZE OF SLIP OR LENGTH OF BOAT, WHICH IS THE GREATER. Fees for moorage and yard storage are due and payable in advance for the entire term of this Agreement and is NON-REFUNDABLE. Payment plans may be arranged in advance and in writing under certain circumstances. In addition to items covers specifically in this Agreement, Licensee agrees to pay whatever other fees or charges for additional services provided by the Port. The Port shall have right to recover any and all costs associated with the collection of any sums hereunder, whether or not suit is filed, or incurred in the salvage, termination, removal or sale of the vessel or personal property pursuant to this Agreement or any applicable Port ordinance. All rentals which are thirty (30) days past due shall accrue a late payment charge of \$1.00 or 1.5% (18.0% APR), whichever is greater.
3. **UTILITIES:** The Port does not guarantee the functionality, continuity or characteristics of the electricity or water provided by the Port. All risk associated with electricity supply, including risk to any of the vessel's electrical components or circuitry is entirely at Licensee's risk. Licensee is responsible for all utility charges incurred during the term of moorage, whether the vessel is physically in the assigned slip or not.
4. **RULES AND REGULATIONS:** Licensee agrees to comply at all times with any and all rules and regulations promulgated by any federal, state, local or this Port. Further, Licensee agrees to abide by special requests made in the interests of public or vessel safety by the Harbor Master or his designee. It is Licensee's responsibility to stay abreast of all rules and regulations concerning vessel use and the use of Port facilities. A copy of the Port's rules and regulations are available from the Port office.
5. **INSURANCE:** Licensee agrees to provide a marine/watercraft insurance policy with general liability limits of at least \$500,000. Commercial and Charter Vessel licensee agrees to provide a marine/watercraft insurance policy with general liability limits of at least \$1,000,000. The Port of Brookings Harbor shall be named as additional insured. A copy of said insurance shall be provided to the Port. Failure to provide or keep in force such insurance shall be construed as a default of this Agreement and the Port will exercise its right to terminate.
6. **VESSEL ACCESS:** Licensee grants the Port free access at all times to the vessel for purpose of inspection for compliance with this Agreement or with Port ordinances, movement of the vessel, fighting fire or other casualty, or at the discretion of the Port, the prevention of any casualty or potential hazard. The Port assumes no responsibility for any damage that may occur arising from the assertion of this right.
7. **WAIVER OF RESPONSIBILITY:** The obligation of the Port under this Agreement is limited to furnishing that portion of dock or land space reasonably necessary for vessel moorage or placement of Licensee's personal property. The Port does not accept vessels or personal property for storage and accepts no responsibility or liability for the safe keeping thereof, including, loss of any kind, theft or damage of any kind or cause. Licensee is fully responsible for himself, his family, his employees or invitees to the Port's premises and agrees to hold the Port harmless and free from claim for any damages, injury or loss resulting from the acts or failure to act of Licensee, his family, his employees or invitees.
8. **ACCEPTANCE OF PREMISES:** Licensee acknowledges he has inspected the premises for use under this Agreement and accepts them in their present "AS-IS" condition. Licensee agrees to keep the assigned premises neat, clean, free of hazardous or flammable materials and to preserve the assigned space in as good condition and repair as is now or may be put hereafter by the Port.
9. **CONDITION OF VESSEL:** Licensee shall keep the vessel in seaworthy condition and fully operable at all times while in the water and shall secure and otherwise attend to the needs of the vessel. Failure to do so may result in the vessel being deemed a hazardous vessel in accordance with Port ordinance and removed at Licensees risk and expense. Licensee understands that this action is taken to protect the Port and does not imply any responsibility for storage on the part of the Port.
10. **ASSIGNMENT, TRANSFER AND SUB-LEASE:** This license is not assignable, transferable to any other party. Licensee may replace vessel with another of like size but must notify the Port immediately of the vessels particulars. Licensee may change operators but must notify the Port within 5 days with the particulars of the new operator, including name, address and telephone. Licensee must notify the Port within 10 days of the sale of the vessel and the vessel must be removed or the new owner must make application for a new license which may or may not be granted by the Port, at the Ports sole discretion.
11. **MOORAGE RENEWAL AND TERMINATION:** Vessels or personal property remaining on the Port's premises after the expiration of this license shall be deemed abandoned and subject to removal or sale by the

Adopted and Approved by Board
Date 05-16-2017
Effective July 1, 2017

Port. Port may, upon 30 days written notice cancel long term moorage licenses for repeated violations of Port ordinances, rules or regulations.

12. PORT'S RIGHTS UPON NON-PAYMENT OR

ABANDONMENT: Any vessel or personal property deemed to be abandoned for any of the reasons stated herein is subject to seizure by the Port. A vessel or personal property shall be deemed abandoned thirty (30) days from the due date of payment or the failure to renew and prepay the license. Port may chain, lock or remove the vessel or the personal property from its assigned location on the Port premises at its sole discretion and refuse access by Licensee to such property until all accounts are paid in full including the Ports costs of seizure, including attorney fees and other costs of collection. The Port shall not be responsible for any loss or damage to the vessel or personal property so seized during the entire time said vessel or personal property remains in the Port's possession. At any time following the date of seizure the Port's, in its sole discretion, may offer for sale to the highest bidder, upon public notice in accordance with the Port's ordinance, the vessel or property so seized.

13. CHANGE OF ADDRESS: Licensee is responsible to notify the Port of any change of mail or email address or change of telephone number. All billings will be deemed delivered when mailed to the address of record supplied by Licensee.

14. NON-WAIVER AND JURISDICTION: The failure of the Port to enforce all or any part of this Agreement shall not constitute a waiver of any rights, including that which may have failed to enforce, the Port may have under this Agreement and it. This Agreement shall be construed under the laws of the State of Oregon.

15. "LESSEE" FURTHER AGREES:

- No moorage will be allowed unless designated by the Port Manager or his representative. The right is reserved to refuse moorage if in the best interest of the "PORT".
- Departure from or cancellation of moorage or repair or storage yard space will not be recognized unless the

"PORT" office is notified by the owner or operator and a record is made of same.

- Yearly moorage rates are described as paid in advance for one full year.
- All moorage rates will be paid according to overall length of "VESSEL" or length of finger dock, whichever is greater.
- Yearly moorage rates not renewed by full payment within thirty (30) days of due date become delinquent and automatically revert to the monthly rate charge.
- All rentals which are thirty (30) days past due shall accrue a late payment charge of \$1.00 or 1.5% (18.0% APR), whichever is greater.
- All rates and charges of any "PORT" facilities or services are considered on a NO REFUND basis.
- Personal subleasing of any "PORT" facilities is prohibited.
- Failure to pay for charges or misuse of "PORT" facilities may result in relinquishing all privileges or access to facilities and service of the Port of Brookings Harbor.
- The storage is a matter of license to use space rather than a bailment. "LESSEE" agrees to hold "PORT" harmless from any responsibility for preservation, security, or protection of items stored within the storage facility.
- No fabrication or repair of hull, wheelhouse cabin or deck gear.
- No sandblasting, welding or fiber glassing.
- No exterior painting of hull, cabin, deck gear or trailers.
- No storage of hazardous materials or chemicals.
- All items to be stored must be kept on board "VESSEL".
- No storage of miscellaneous gear will be allowed on the ground around "VESSEL". (Exception) Sailboat masts not attached to "VESSEL" may be stored adjacent to "VESSEL".
- No electrical service is available in storage yard without prior arrangements made with Harbormaster or Port Manager. Additional fees will be charged for this service.
- Moorage holder further agrees that before over the water "VESSEL" maintenance and repairs take place at the Port of Brookings Harbor, the "PORT" will be immediately contacted to ensure conformity with the State of Oregon Best Management Practices.

I AGREE TO THE TERMS AND CONDITIONS OF THIS DOCUMENT.

Owner/Operator:

Port of Brookings Harbor Representative:

ACTION ITEM – M

DATE: August 20, 2019
RE: Oregon Emergency Management Contract
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- OEM mailed three identical contracts that need to be signed by the Port in order to receive federal disaster relief funding. This contract could cover storm damage that was created during the Feb 23 thru 26, 2019 event. The damages claimed so far includes Basin 2 slopes, Fuel Dock ramp and dredging both basins.
- FEMA is currently working on a work description for each damage claim area. Once the work description is completed, a site inspection will take place and then a final work description with cost estimate will be done.
- Once the work descriptions and estimates are completed, the Port will be seeking additional funding through 404 or 406 mitigation as well as FEMA Pre-Disaster Mitigation grant (PDM grant application begin Oct 1).
- The Port may be required to pay 25% of all costs if Business Oregon does not pick up matching. There are lots of variables that could affect the estimated cost. Dollar amount for all repairs could reach or exceed \$6,700,000 (\$4.2 million just in dredging), 25% of this amount is \$1,675,000.
- Port will seek coverage of matching amounts from State of Oregon.

DOCUMENTS

- OEM Letter Dated July 15, 2019, 1 page
- OEM Infrastructure Contract 4432-DR-OR, 14 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve OEM Infrastructure Contract 4432-DR-OR and allow the Port Manager to sign documents as needed to proceed with FEMA disaster relief repairs.



Oregon

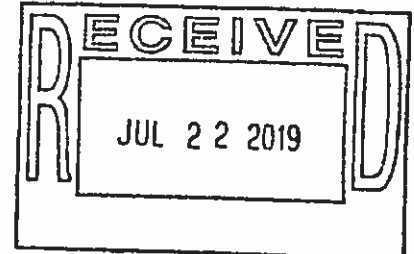
Kate Brown, Governor

Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Phone: (503) 378-2911
Fax: (503) 373-7833

July 15, 2019

Gary Dehlinger
Port of Brookings Harbor
16330 Lower Harbor Rd, PO Box 848
Brookings, Oregon, 97415

RE: FEMA-DR-4432-OR
PA Port of Brookings Harbor



Dear Mr. Dehlinger,

Enclosed are three copies of the formal contract that will need to be signed by your jurisdiction in order to receive federal disaster relief funding for Public Assistance for DR-4432-OR. This contract is a follow-up to the Request for Public Assistance that your agency has filed with FEMA, and is the official contract by which you will be receiving your disaster assistance.

We would ask that you return these contract copies to our agency as soon as possible as they will need to be signed by both parties before any funding can be processed. The contract will need to be signed by someone with the authority to obligate your jurisdiction (such as an elected official or chief financial officer). Be sure to fill in the information needed on Pages 10-11. After both parties have signed the contracts, a copy with original signatures will be returned to you for your records.

In the near future, you will receive a packet including Project Work Sheets (PW), Project Completion and Certification forms (P4 forms), Project Application Summary (P2 forms) and Payment Request Forms. In addition, you may receive a Statement of Documentation and Final Inspection Report. This report is only necessary with large projects (over \$128,900) that are not 100% complete at the time the PW was written. Please keep these forms for future use.

If you have any questions, please contact me at 503-378-2235.

Sincerely,

Julie Slevin
State Public Assistance Office

Enclosures



STATE OF OREGON
OFFICE OF EMERGENCY MANAGEMENT
INFRASTRUCTURE CONTRACT 4432-DR-OR

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM" and Port of Brookings Harbor a political subdivision of the State of Oregon, hereinafter referred to as the "SUBRECIPIENT". This Agreement shall be effective upon execution by the parties and receipt of any approvals required by law and shall terminate on the earlier of: (i) as provided in Section 17 of this Agreement, (ii) the end of the Agreement Period specified below or (iii) June 30, 2027.

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from the Severe Winter Storms, Flooding, Landslides and Mudslides from February 23-26, 2019 and

WHEREAS OEM is authorized by the 2019 FEMA-State Agreement for the 2019 Severe Winter Storms, Flooding, Landslides and Mudslides to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims;

THEREFORE, the Parties mutually agree to the following:

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 4432-DR-OR ("FEMA Declaration"), OEM is reimbursing the SUBRECIPIENT for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of February 23-26, 2019, in the manner described herein and in accordance with the completed Project Worksheets sheets submitted by SUBRECIPIENT and approved by FEMA and OEM. The parties understand and agree that after the project(s) described in a Project Worksheet is reviewed and approved by FEMA and OEM and determined to be eligible for funding under the FEMA Declaration in terms of an eligible SUBRECIPIENT, project and amount, then the amount(s) set forth in the Project Worksheet will be transferred from FEMA to OEM for disbursement on a reimbursement basis as set forth in this Agreement. For any project(s) that SUBRECIPIENT seeks reimbursement for under the FEMA Declaration, SUBRECIPIENT shall obtain a completed, executed and approved Project Worksheet substantially in the form of the attached Exhibit B.

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred on or subsequent to the incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close out and audit, all as detailed in the applicable FEMA application and Project Worksheet. This period shall be referred to as the "Agreement Period."

4.0 CLOSE-OUT

It shall be the responsibility of OEM to issue close-out instructions to the SUBRECIPIENT upon completion of the project(s).

5.0 FUNDING

OEM will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the SUBRECIPIENT which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-4432

-DR-OR and in the Project Worksheet. It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made as Project Worksheets are completed in the field and projects are authorized by state and federal officials. Each Project Worksheet that is completed, signed by FEMA and SUBRECIPIENT, and approved by OEM will constitute a new agreement that consists of the terms and conditions set forth in this Agreement and the completed Project Worksheet. OEM's obligation to disburse funds under this Agreement is contingent upon receipt of sufficient funds under the FEMA Declaration and sufficient appropriation, limitation, allotment or other expenditure authorization to make the disbursement.

The parties understand that FEMA will contribute 75 percent of the eligible project costs identified in the Project Worksheet for any eligible project, that a Subrecipient allowance may be made at the end of a project, subject to FEMA approval of documentation submitted by OEM and as provided for in subsection 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The SUBRECIPIENT will commit and is responsible for providing the required 25 percent match to any eligible project costs identified in the Project Worksheet.

6.0 PAYMENTS

OEM, using funds granted for the purposes of the Presidential Major Disaster Declaration from FEMA and allocated by FEMA pursuant to the applicable Project Worksheet, shall issue payments to the SUBRECIPIENT as follows:

1. Small Projects:
 - a) Small Projects are eligible for funding up to an amount designated by FEMA as provided in 44 CFR 206.205(a). For FEMA-4432-DR-OR, that amount is \$128,900.
 - b) Payments are made for all small projects to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request to OEM, and the subsequent approval by OEM.
2. Large Projects
 - a) Large Projects are eligible for funding in excess of the amount allowed for Large Projects, as provided in 44 CFR 206.205(b).
 - b) Partial Payments: Partial payment of funds for costs already incurred on large projects may be made to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request, with appropriate supporting documentation, to OEM, upon approval by OEM.
 - c) Final Payment: Final payment will be made upon submission by the SUBRECIPIENT of CERTIFICATION OF LARGE PROJECT COST,

completion of project(s), completion of all final inspections by OEM, and final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by OEM or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.

All payment requests shall be made on a State of Oregon Disaster Assistance Payment Request Form to OEM, which references the appropriate Project Worksheet (PW), and appropriate documentation as required.

3. Funding shall not exceed the total federal contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA-4432-DR-OR and the amount(s) approved in the applicable PW. On Large Projects, OEM reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

7.0 RECORDS MAINTENANCE

The SUBRECIPIENT shall maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by OEM personnel, other personnel duly authorized by OEM, the Secretary of State's Audits Division or the United States Inspector General. The SUBRECIPIENT will retain all books, records, documents, and other material relevant to this Agreement for six years after date of final payment, or an extended period as established by FEMA in 2 CFR § 200.333.

8.0 PROPERTY/EQUIPMENT MANAGEMENT AND RECORDS CONTROL AND RETENTION OF RECORDS and REPORTING

1. Property/Equipment Management and Records Control. The Subrecipient agrees to comply with all requirements set forth in 2 CFR §200.333 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the requirements set forth in 2 CFR §200.313, 314 and 329, and the following requirements:
 - a. All property/equipment purchased under this agreement, whether by the Subrecipient or a subcontractor, will be recorded and maintained in the Subrecipient's property/equipment inventory system.
 - b. The Subrecipient shall maintain property/equipment records that include: a description of the property/equipment, the manufacturer's serial number, model number, or other identification number, the source of the property/equipment, including the, Project Worksheet number, Catalog of Federal Domestic Assistance (CFDA) number, who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost, the location, use and condition of the property/equipment, and any ultimate disposition data including the date of disposition and sale price of the property/equipment.

- c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
 - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property/equipment. Any loss, damage or theft shall be investigated.
 - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
 - f. If the Subrecipient is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
 - g. The Subrecipient shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants and the Subrecipients who receive pass-through funding from this grant agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the FEMA Public Assistance program shall vest in the Subrecipient agency that purchased the property/equipment, except as may be provided in 2 CFR §200.313.

9.0 AUDITS

If Subrecipient expends \$750,000 or more from all federal funding sources during its fiscal year, Subrecipient must submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of Government and Accountability Office's (GAO) Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200.f. The SUBRECIPIENT is to procure, at its own cost, audit services based on the following guidelines:

As applicable, the SUBRECIPIENT must ensure the audit is performed in accordance with Generally Accepted Accounting Principles and Generally Accepted Government Auditing Standards developed by the Comptroller General; and all state and federal laws and regulations governing the program.

The SUBRECIPIENT must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name (OEM), program name, federal catalog number (CFDA-97.036), total award amount, beginning balance, current year revenues, current year expenditures and ending balance. With the submission and completion of each Project Worksheet OEM is required by 2 CFR 200.331 (pursuant to FEMA Public Assistance Program Interim Guidance on 2 C.F.R. Part 200) to complete the information set forth in Exhibit A to this Agreement. SUBRECIPIENT shall submit with each Project Worksheet any information requested by OEM that is necessary to accurately complete Exhibit A.

The SUBRECIPIENT shall maintain records and accounts in such a way as to facilitate OEM's audit requirements, and shall ensure that Subcontractors also maintain records which are auditable. The SUBRECIPIENT is responsible for any audit exceptions incurred by itself or by its Subcontractors. OEM reserves the right to recover from the SUBRECIPIENT disallowed costs resulting from the final audit.

The SUBRECIPIENT shall send the audit report to OEM's Project Administrator as soon as it is available, but no later than nine months after the end of the SUBRECIPIENT's fiscal year in which SUBRECIPIENT receives any funds under this Agreement. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT will respond to OEM's requests for information or corrective action concerning audit issues within 30 days of the request.

The SUBRECIPIENT shall include these requirements in any subcontracts.

10.0 RECOVERY OF FUNDS

In the event that the SUBRECIPIENT fails to complete the project(s), fails to expend or is overpaid federal funds in accordance with federal or state disaster assistance laws or programs, or is found by audit or investigation to owe funds to the State or to FEMA, OEM reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the SUBRECIPIENT of funds under this recovery provision shall occur within 30 days of demand. In the event that OEM is required to initiate legal proceedings to enforce this recovery provision, OEM shall be entitled to its costs thereof, including reasonable attorney fees.

The SUBRECIPIENT shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further the SUBRECIPIENT shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the SUBRECIPIENT obtains recovery from a responsible party, the SUBRECIPIENT shall first be reimbursed its reasonable costs of litigation from such recovered funds. The SUBRECIPIENT shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

11.0 CONFLICT OF INTEREST

The SUBRECIPIENT will prohibit any employee, governing body, contractor, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244. In addition, SUBRECIPIENT must disclose in a timely manner and in writing to OEM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the funds provided under this Agreement as provided in 2 CFR § 200.113.

12.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the SUBRECIPIENT either in whole or in part.

14.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the SUBRECIPIENT subcontracts for engineering services, the SUBRECIPIENT shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the SUBRECIPIENT for the benefit of the SUBRECIPIENT of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The SUBRECIPIENT shall cause the subcontractor to provide it with a 30 day notice of cancellation issued by the insurance company.

15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR 206.206, the SUBRECIPIENT may appeal any determination previously made related to the federal assistance for the SUBRECIPIENT. The SUBRECIPIENT's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the SUBRECIPIENT's position.

Upon receipt of a SUBRECIPIENT's appeal, OEM will review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to FEMA within 60 days. Within 90 days following receipt of the appeal, FEMA shall advise OEM, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

16.0 GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OEM and SUBRECIPIENT that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

17.0 TERMINATION

1. Except as otherwise provided in this Agreement, either party may terminate this Agreement (which includes the applicable Project Worksheet(s)) upon giving thirty (30) days written notice to the other party. In the event of termination of this

Agreement, each party shall be liable only for project costs and allowable expenses incurred by the other party, prior to the effective date of termination.

2. OEM may terminate all or part of this Agreement or may change the project specifications set forth in a Project Worksheet if there is a reduction in federal funds which are the basis for this Agreement, and OEM approves the reduction.
3. OEM may terminate this Agreement, in whole or in part, immediately upon written notice to SUBRECIPIENT, or at such later date as OEM may establish in such notice, if SUBRECIPIENT commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement. In its notice, OEM may permit SUBRECIPIENT an opportunity to cure the breach, default or Failure in such time and on such terms as OEM may specify in such notice.

18.0 WAIVERS

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

19.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to SUBRECIPIENT, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, the SUBRECIPIENT shall, as required by ORS 401.178, indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of SUBRECIPIENT, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

20.0 SUBRECIPIENT ASSURANCES

SUBRECIPIENT represents and warrants to OEM as follows:

1. SUBRECIPIENT is political subdivision of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed and delivered on behalf of Subrecipient and constitutes the legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms.
3. The SUBRECIPIENT hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 17, 18 and 206, and Subchapters B, C and D; 2 CFR Part 200 (including Appendix II); the Oregon State Public Assistance Administrative Plan DR4258; Wages, Hours and Records Laws (ORS Chapter 652) Conditions

of Employment Laws (ORS Chapter 643) and Unemployment Insurance Laws (ORS Chapter 657).

4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. The SUBRECIPIENT will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
6. The SUBRECIPIENT will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. SUBRECIPIENT will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other federal and state environmental laws.
7. The SUBRECIPIENT will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. The SUBRECIPIENT will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement (as required by Executive Orders 11246, 11375, 41 CFR Part 60-1.4(b), the provisions of which are incorporated herein by reference). A violation of this provision is a material breach and cause for termination under Section 17.0 of this Agreement.
10. The SUBRECIPIENT shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.
11. Reserved
12. The SUBRECIPIENT and its contractors, subcontractors and other employers providing work, labor or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including SUBRECIPIENT, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its

Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

13. Reserved

14. Reserved

15. Subrecipients will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

16. Notice of awarding agency requirements and regulations pertaining to reporting.
– Reporting requirements: The Subrecipient will submit a Quarterly Project Status Report (OEM Form) on all Large projects to OEM on a 3-month interval. OEM will submit quarterly progress reports to FEMA that will contain the status of all large projects that have not received final payment. The first quarterly report will be submitted on a quarterly schedule mutually agreed upon between FEMA and OEM. Quarterly reports after that date will be due in OEM by July 15, October 15, January 15 and April 15.

17. Subrecipient will comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

18. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conversation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

OEM makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

22.0 ACKNOWLEDGMENTS

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to the project in any release or other publication developed or modified for, or referring to the project.

23.0 INSURANCE

The SUBRECIPIENT will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

24.0 SEVERABILITY

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

25.0 HEADINGS

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

26.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this Agreement are:

For SUBRECIPIENT:

NAME
TITLE
ADDRESS
CITY
Phone:
Fax:

For OEM:

Clint Fella
Alternate Governor's Authorized Representative
Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
Phone: (503) 378-3181
Fax: 503-373-7833

Notices under this Agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

27.0 ENTIRE AGREEMENT

This Agreement, when combined with one or more completed Project Worksheets, sets forth the entire agreement between the parties with respect to the subject matter hereof. Except for the completion of Project Worksheets, any additional terms and conditions imposed by the Federal Emergency Management Agency or OEM will be incorporated into a written amendment to this Agreement. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement with

completed Project Worksheets or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, OEM and the SUBRECIPIENT have executed this Agreement as of the date and year written below.

Clint Fella, Alternate GAR
Office of Emergency Management
Date:

Subrecipient Signature
Printed Name:
Title:
Date:

APPROVED
FOR LEGAL SUFFICIENCY

SUBRECIPIENT - PLEASE PRINT THE
FOLLOWING TO EXPEDITE PROCESSING

Sam Ziegler
Assistant Attorney General
By Email
DATE: 7/9/19

Federal Tax ID No. (TIN):

DUNS #: — —

Organization:

Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
CFDA:

Address:

Phone:

EXHIBIT A – 12-1

Information Required by 2 CFR 200.331(a)(1)

Federal Award Identification

1. Subrecipient* Name (which must match the name associated with 2. Below):
2. Subrecipient's Unique Entity Identifier (i.e. DUNS number):
3. Sub-award Period of Performance Start and End Date:
4. Total Amount of Federal Funds Obligated by this Agreement:
5. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: \$
6. Name of pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of pass-through entity: Oregon Office of Emergency Management
 - (b) Contact Information for Awarding Official of the pass-through entity: Andrew Phelps
7. Federal Award:
 - (a) Federal Award Identification Number (FAIN):
 - (b) Disaster Declaration Date: 5/02/19
 - (c) Incident Period: 2/23-26/19
 - (d) Federal Award Date:
 - (e) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity:
 - (f) Federal Awarding Agency: FEMA _____
 - (g) CFDA Number and Name: Public Assistance Grant, 97.036
Amount: \$
 - (h) Indirect Cost Rate: ___0_____
 - (i) Is Award Research and Development? Yes X No

*For the purposes of this Exhibit F, "Subrecipient" refers to SUBRECIPIENT and "pass-through entity" refers to the State of Oregon, Office of Emergency Management.

**The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current [federal|state] fiscal year.

Exhibit B

Applicant Name:		Application Title:	
Period of Performance Start:		Period of Performance End:	

Bundle Reference # (Amendment #)	Date Awarded
----------------------------------	--------------

Subgrant Application - FEMA Form 90-91

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4258 - DR -OR				
APPLICANT:			WORK COMPLETE AS OF:		
Site 1 of 1					
DAMAGED FACILITY:			COUNTY:		
LOCATION:			LATITUDE:	LONGITUDE:	
Current Version:					
DAMAGE DESCRIPTION AND DIMENSIONS:					
SCOPE OF WORK:					
Current Version:					
Does the Scope of Work change the pre-disaster conditions at the site? Yes No			Special Considerations Included? Yes No		
Hazard Mitigation proposal included? Yes No			Is there insurance coverage on this facility? Yes No		
PROJECT COST					

Exhibit B

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
				TOTAL COST	\$
PREPARED BY			TITLE	SIGNATURE	
APPLICANT REP.			TITLE	SIGNATURE	

ACTION ITEM – N

DATE: August 20, 2019
RE: RV Park Conceptual Design Program Document
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

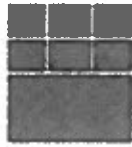
- Crow/Clay & Associates provided a document for the Port to review the usage of a new facility in order to develop a conceptual drawing. This will help define Crow/Clay & Associates building footprints.

DOCUMENTS

- RV Park Program Document, 2 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve RV Park Program Document as revised or as written.



CROW/CLAY & ASSOCIATES INC.

ARCHITECTURE AND PLANNING
LAND USE AND INTERIORS

Port of Brookings-Harbor RV Park Program Document

Laundry

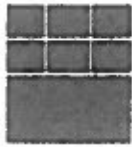
- 8 washers, 8 dryers
- Space for folding table
- 6-8 chair waiting area
- Janitor/Storage with mop sink
- Restroom - ADA - 1 for men, 1 for women shared with Registration area
- Coin machine
- Lint interceptor
- Mechanical Room - shared with Registration

Registration

- Foyer - connect to Laundry and Registration
- Lobby
- Registration Counter/work area
- Small storage area
- Small work area with sink, under counter refrigerator
- Lavatory/toilet for employee
- Restroom -ADA - shared with Laundry
- Mechanical - shared with Laundry

Mini Market Area - Leased Space

- Retail space
- Coffee/Drink Area
 - ❖ Coolers - walk-in or reach-in type?
 - ❖ Freezer - walk-in or reach-in type?
 - ❖ Food preparation Area? Triple sink.
- Storage
- Office
- Cashier Counter/Area
- Toilet Room - ADA - Unisex
- Mechanical Room



CROW/CLAY & ASSOCIATES INC.

ARCHITECTURE AND PLANNING
LAND USE AND INTERIORS

Motel

- Motel Units
Size: 12'-6" x 30'-0"
Typical Unit plan attached.
Plan on ground level will be modified to accommodate a handicapped individual.
- Laundry/Storage/Maids Room
 - ❖ 1 commercial washer
 - ❖ 1 commercial dryer
 - ❖ Linen storage shelving
 - ❖ Small break area

ACTION ITEM – O

DATE: August 20, 2019
RE: Chetco Indian Memorial Waterline and Additional SF Request
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Chetco Indian Memorial requested connecting to existing Port waterline to supply irrigation to plants and grass during the summertime. The requested drawing show additional area that was previously approved by the Board in 2012 under Resolution No. 411.
- Port has provided documentation showing approximately the added area for reference. Added area is approximately 911 square feet.
- Please note: the memorial site has a 6" main waterline under the site. Future consideration should address potential issues if the waterline needs repair or if failure of the waterline would occur.
- Final connection points to exiting waterlines to be determined by Port Staff to reduce damage to existing facilities. Restore construction areas to original conditions.

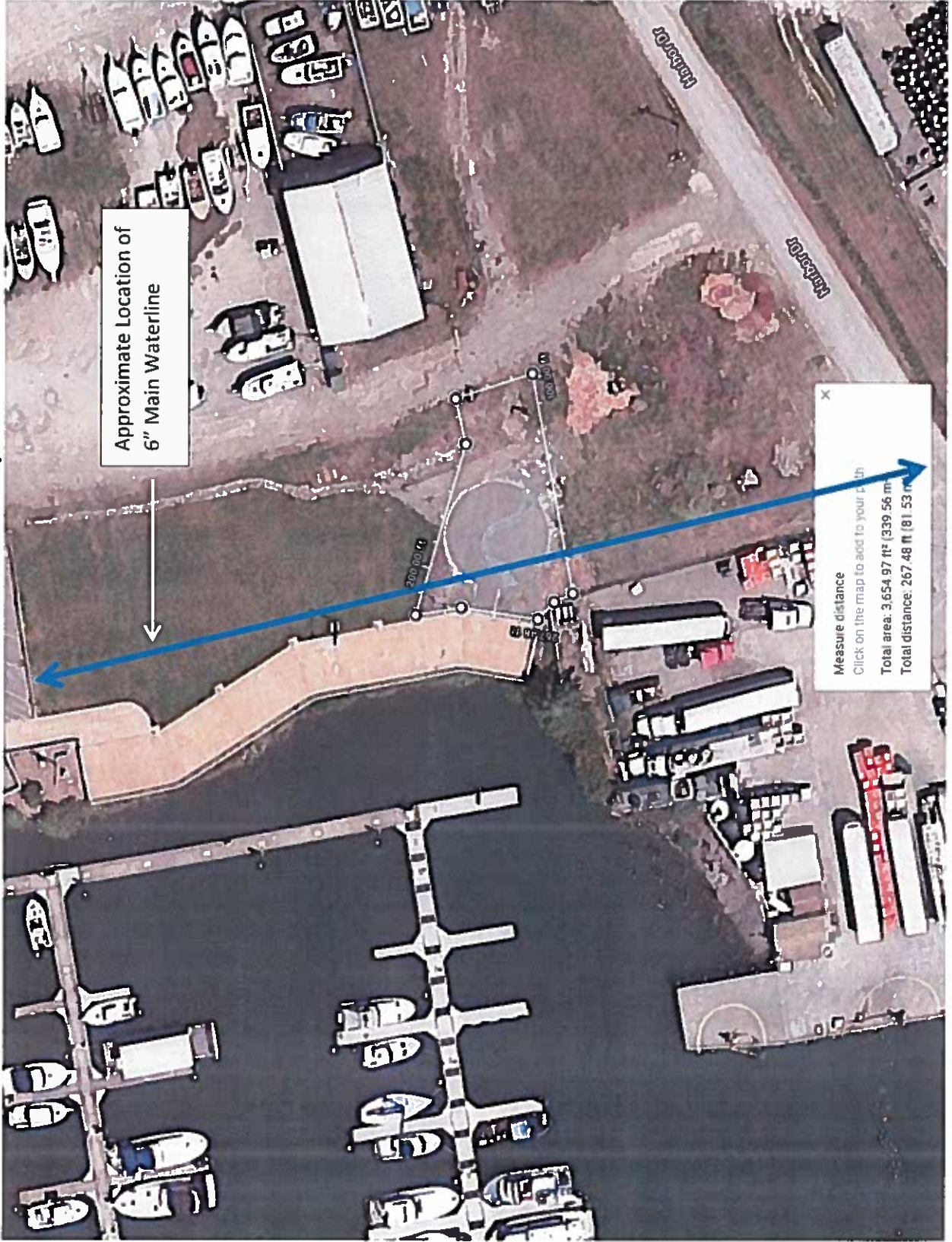
DOCUMENTS

- Port Drawings, 2 pages
- Chetco Indian Memorial Request, 9 pages
- Port of Brookings Harbor Board Meeting November 17, 2009, 7 pages
- Port of Brookings Harbor Board Meeting December 15, 2009, 9 pages
- Resolution No. 411, 3 pages

COMMISSIONERS ACTION

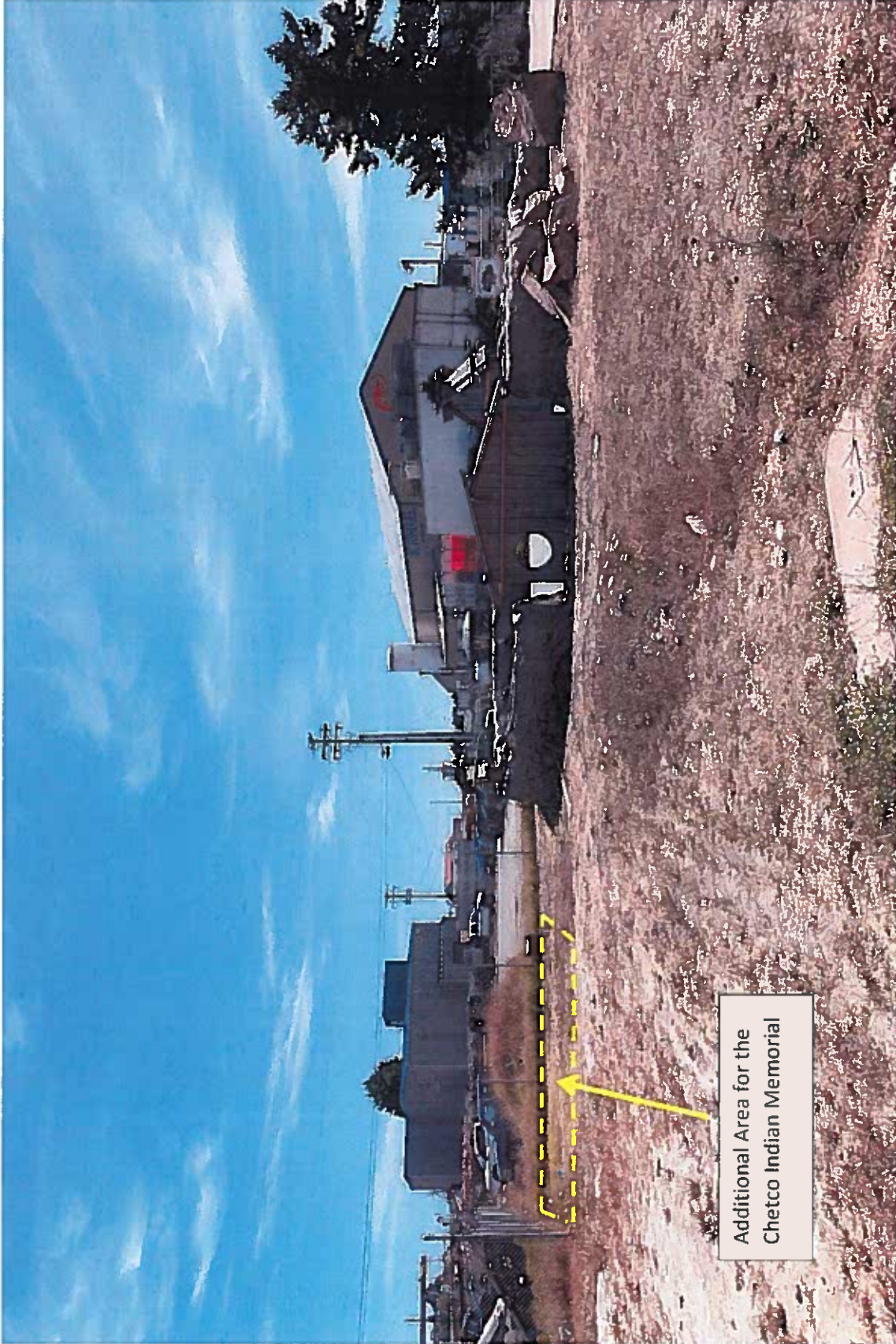
- **Recommended Motion:**
Motion to approve connecting to existing Port waterline for the irrigation use at the memorial site and approve the additional 911 square feet to the Chetco Indian Memorial as shown on Port Drawings, allow Port Manager or designee to make waterline tie-in connection point to reduce facility damage and restore site to original condition.

Port of Brookings Harbor Chetco Indian Memorial Request



Per survey drawing square foot in 2012 = 2,743
Revised square footage 2019 = 3,654

**Port of Brookings Harbor
Checto Indian Memorial Request**



Additional Area for the
Checto Indian Memorial

portmanager@portofbrookingsharbor.com

From: larry@ko-kwow.com
Sent: Tuesday, August 13, 2019 12:34 PM
To: portmanager@portofbrookingsharbor.com
Cc: Adrienne Crookes
Subject: request for water connection for Chetco Memorial
Attachments: Binder1.pdf

Gary Dehlinger,

Attached is the Chetco Indian Memorial's request for water access to supply irrigation for the landscaping to be installed as a part of the Memorial's interpretation and beautification. Keith Schmitz of Full Spectrum Landscaping is the contractor for this phase of the project and he informed me that we needed to make a formal request by today for the Port Directors next meeting. If you require more information or have question please call my cell phone.

Thank you,

Larry Watson

Larry Watson
Managing Director
WOW arts & exhibits Inc.
2036 Sherman Ave
North Bend, Oregon 97459
541-756-2393
c-541-404-8922
fax-541-756-7993



August 11, 2019

To: Gary Dehlinger Manager Port of Brookings Harbor

Fr: Larry Watson,
Managing Director WOW arts & exhibits Inc.
Chetco Indian Memorial designers.
2036 Sherman Ave North Bend, Oregon 97459
Adrienne Crookes President of the Board Chetco Indian Memorial.

Subject: Request for access to water for irrigation of Chetco Indian Memorial interpretive plantings and landscape enhancement.

The Chetco Indian Memorial project continues to make significant progress and will be near completion by the end of the year. One of the significant interpretive features of the Memorial is the berm/planters that will serve as the containers for growing native vegetation traditionally used by the Chetco People. This feature and new landscaped lawn on the site will require irrigation during the dry season.

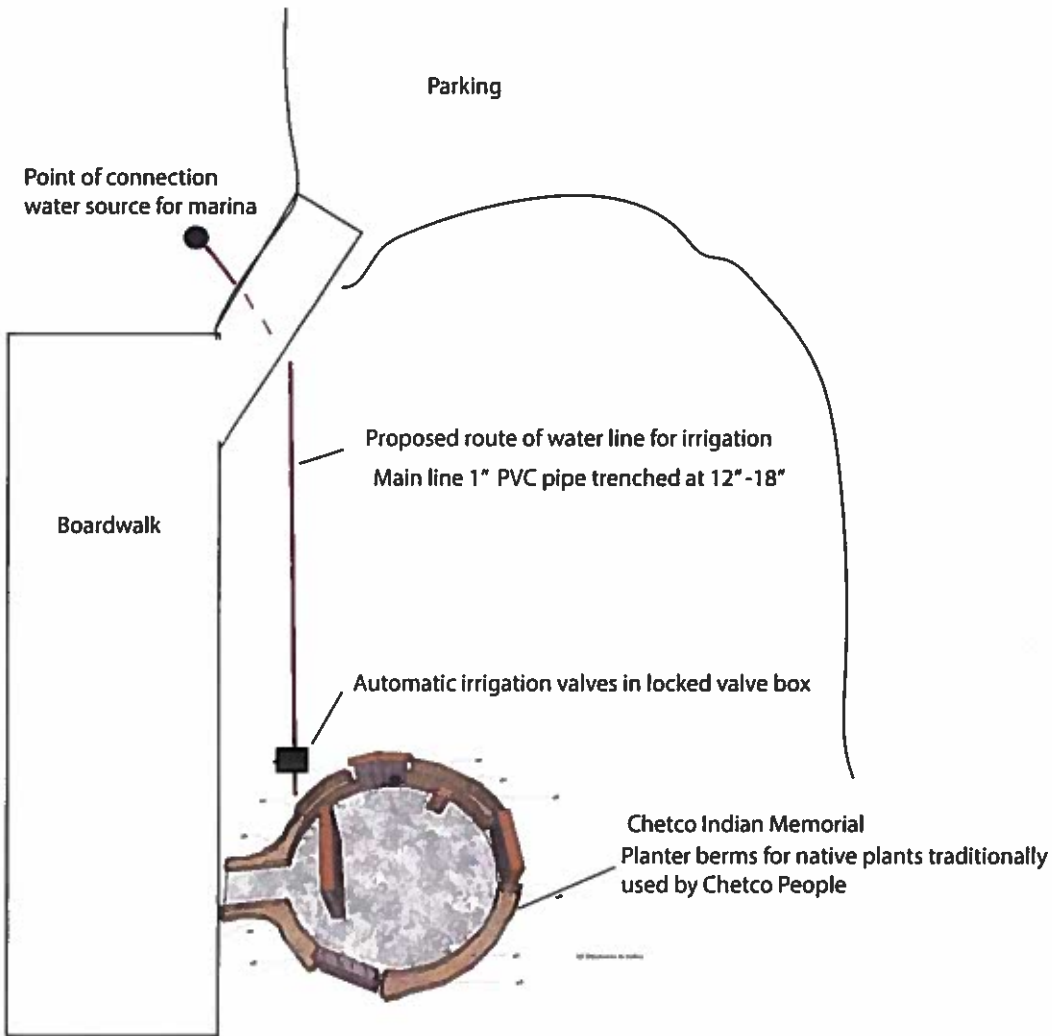
Earlier this year we investigated with you a source for water and were directed to the supply spigot for the marina. We now propose it is the most convenient and logical source for our needs and request your approval to move forward with preparing for connections. (See attached diagram for connection and delivery to site.) Since the project is in an archaeologically sensitive area, excavation for the irrigation line and the curtain drain for the planters requires approval from the State Historical Preservation Office. The State Historical Preservation Office (SHPO) has granted the project approval to proceed to trench with oversight monitoring by Archaeologist Rick Minor and staff of Heritage Research Associates Inc. Attached are letters that describe the process and the approval.

Thank you for the opportunity to collaborate with you again and provide an update on the Chetco Indian Memorial. If you have questions please reach me at 541-404-8922.

Sincerely,

Larry Watson

7 Attachments





6/24/2019

Fr: Larry Watson

CHETCO INDIAN MEMORIAL SITE LOCATION

The Chetco Indian Memorial site was donated by the Port of Harbor Brookings to the Chetco Indian Memorial Committee in December 2009. The Port had previously excavated the area during construction of the Marina renovation and boardwalk, and

subsequently back-filled the Memorial site. The concrete pad was contracted by the Committee and poured in about 2010 by *Woudstra Concrete Finishers*. Owner Mike Woudstra states that the pad is 5 inches thick with 6 inch thick edges. In 2013 WOW arts & exhibits was contracted to redesign the memorial using the pad as the starting point.



Concrete pad showing orientation to site

Chetco Indian Memorial site



**CHETCO INDIAN MEMORIAL SITE
CONSTRUCTION**



The new design included four kiosk structures representing a village. Installed in 2016, these structures are designed to hold interpretive panels. Surrounding the pad is a recently constructed concrete berm or planter, that will be filled with earth and planted with native plants used by the Chetco people. The planters will have internal irrigation and seep holes on the outside. The water from the seepage will be directed away from the memorial to the river.

The berm/planter base is 3-4 feet wide and no more than 8" deep. The berm/planters surround the pad fitted around the house structures



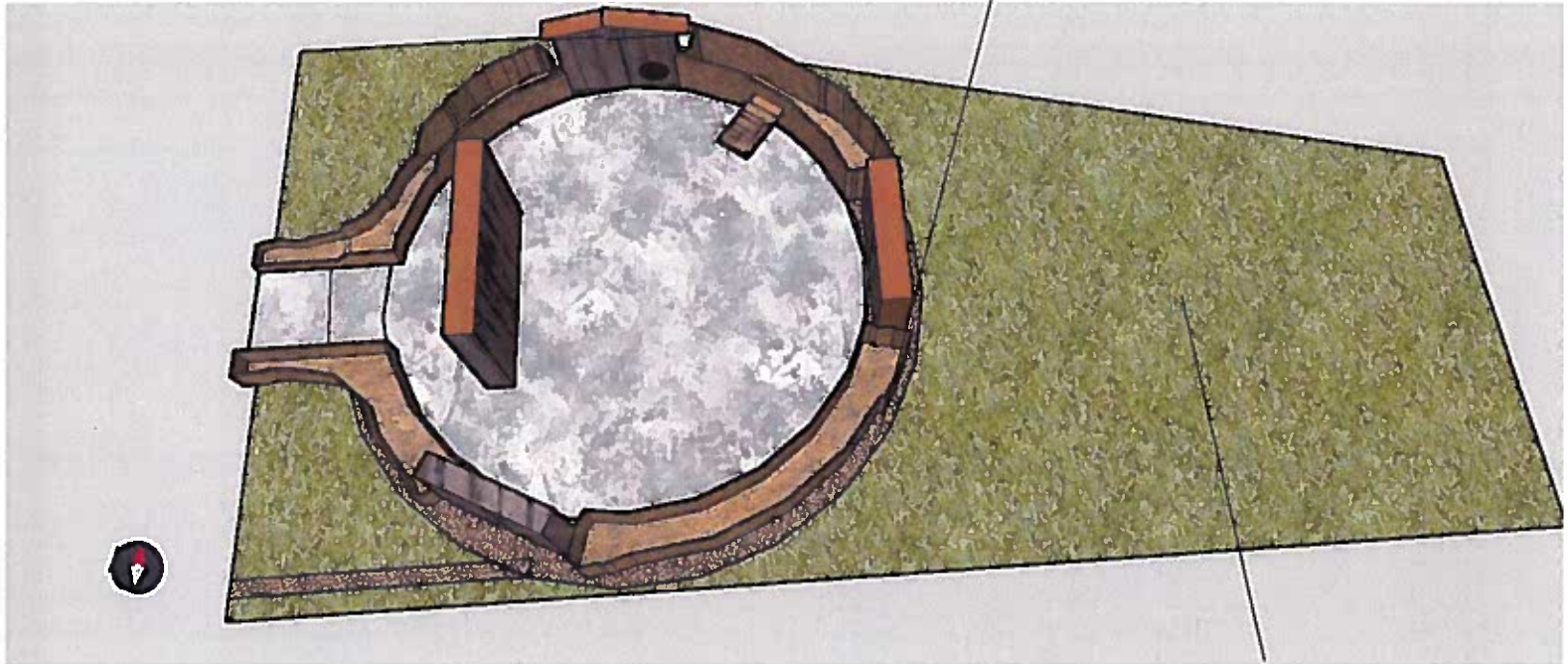
The construction of each house required 3 to 4 three foot deep foundation footings per house.



WOW
arts & exhibits
6/24/2019
Fr: Larry Watson

**CHETCO INDIAN MEMORIAL SITE
CURTAIN DRAIN LOCATION**

Curtain drain surrounds the berm/planters at 8" wide
and between 6" to 20" deep



The plan to finish the site calls for removing
the current grass and resodding. Removal
is anticipated to skin about 6" of the top layer.

Chetco Indian Monument
Lease Area

EXHIBIT A

A parcel of land lying in the Southwest Quarter of the Southeast Quarter of Section 5, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, more particularly described as follows:

COMMENCING at a 2 1/2" brass cap in asphalt set at the Northwest corner of D.L.C. 40;
thence North 13°43'48" West 2698.59 feet to the Southeast corner of an existing concrete board-walk and the TRUE POINT OF BEGINNING;
thence following along the Easterly edge of said concrete board-walk, North 13°28'38" East a distance of 30.17 feet;
thence North 07°52'50" West a distance of 15.92 feet;
thence leaving said concrete board-walk, South 76°31'10" East a distance of 65.80 feet;
thence South 13°28'50" West a distance of 45.00 feet;
thence North 76°31'10" West a distance of 60.00 feet, to the POINT OF BEGINNING.

Bearings are Oregon State Plane – South Zone and based on a line between control monuments #1 and #2 as indicated on County Survey #41-1623 prepared by OBEC Consulting Engineers, to bear North 27°44'56" West a distance of 639.37 feet.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 25, 1995
RICHARD P. ROBERTS
2730

EXPIRATION DATE: 12/31/12

EXHIBIT MAP

LOCATED IN
 SW1/4 OF SE1/4, SECTION 5,
 T41S, R13W, WILLAMETTE MERIDIAN,
 CURRY COUNTY, OREGON

FOUND MAGNAIL-WASHER
 STAMPED "OBEC CONTROL"
 CONTROL PT #2 PER
 COUNTY SURVEY #41-1623

BASIS OF BEARINGS
 (OREGON STATE PLANE S-ZONE)
 N 27°44'56" W 639.37'
 N 27°44'56" W 639.37'

FOUND 5/8" IRON REBAR
 S/ RPC "OBEC CONTROL"
 CONTROL PT #1 PER
 COUNTY SURVEY #41-1623

FOUND 2 1/2" BRASS CAP
 IN ASPHALT MARKED
 "NW COR DLC 40 1980"

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

[Signature]
 OREGON
 JULY 25, 1993
 RICHARD P. ROBERTS
 2730
 EXPIRES 12/31/12

PREPARED FOR: PORT OF BROOKINGS-HARBOR
 SURVEY DATE: APRIL 19, 2012
 JOB #: 09-123



Roberts & Associates

LAND SURVEYING INC.

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

Ph: 541-469-0162
 Fax: 541-469-5456

2910

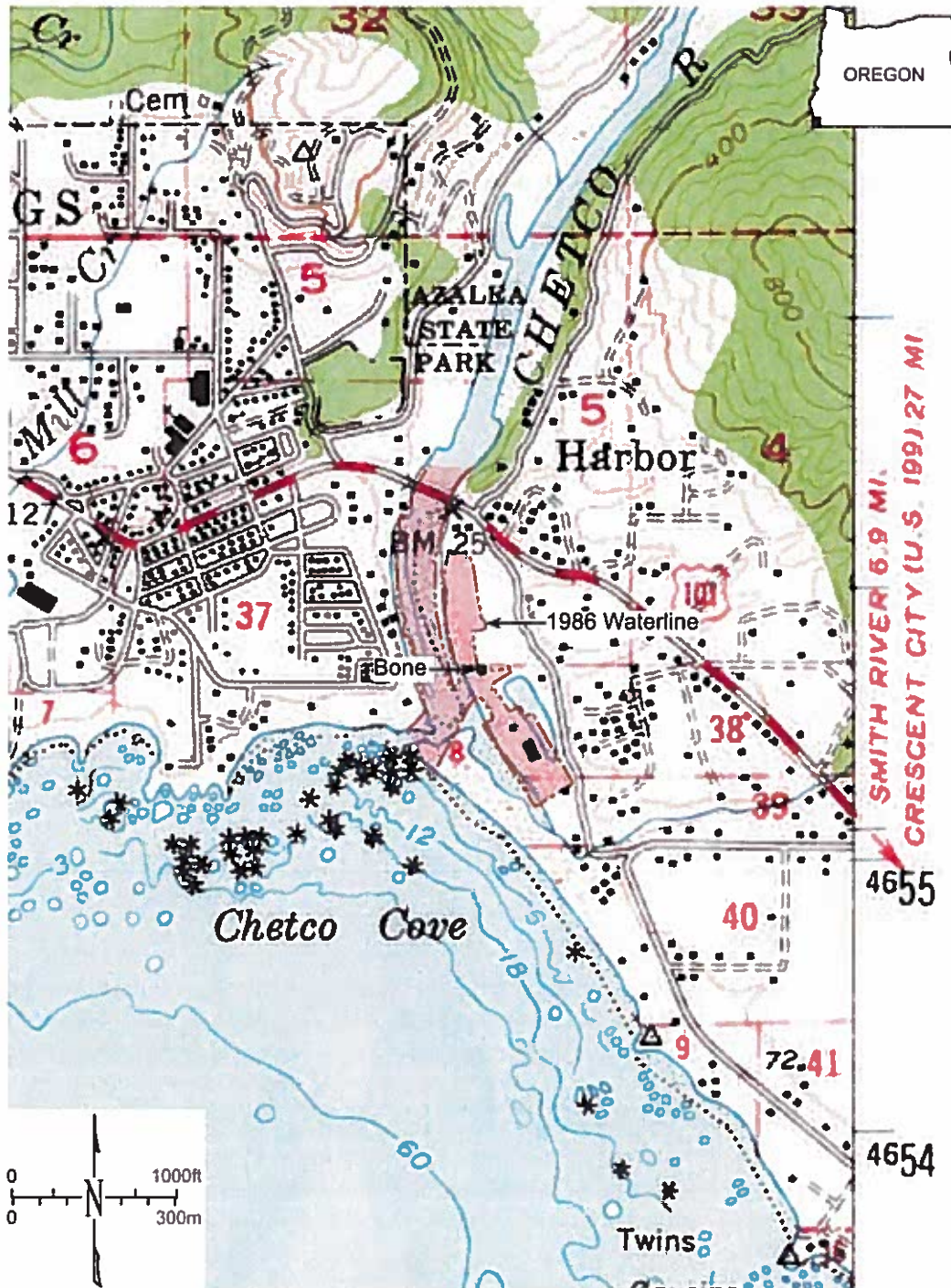


Figure 1. Location of confirmed archaeological deposits at 35CU42 (indicated by "bone") and the memorial location (indicated by arrow for "1986 waterline"). Note that the later 1986 shoreline is farther inland from the shoreline shown on the 1954 USGS Brookings quadrangle.



PORT OF BROOKINGS HARBOR

Port of Brookings Harbor / Regular Meeting
November 17, 2009

**America's
Wild Rivers
Coast.**
101 MILES OF NATURE'S BEST

November 17, 2009

Board of Commissioners:

Chairman

Roy Davis

Vice Chairman

Ted Freeman

Secretary/Treasurer

Jim Relaford

Board Members

Kathy Lindley Hall

Sue Gold

1. CALL TO ORDER AND ROLL CALL

The Regular Meeting of the Port of Brookings Harbor Board of Commissioners was held November 17, 2009 in the Harbor Sanitary District meeting room, Harbor, Oregon. Chairman Roy Davis called the meeting to order at 7:00 p.m. Other Commissioners present were: Kathy Lindley Hall, Jim Relaford, Sue Gold and Ted Freeman. Also present were: Director Ted Fitzgerald, Consultant Jon Barton, Office Manager Judy Mellus, and Billing Clerk Kathy Bond.

2. APPROVAL OF AGENDA

Comm. Lindley Hall made a motion to approve the agenda, seconded by Comm. Freeman. Voting yes: unanimous.

3. APPROVAL OF MINUTES

A. Regular Meeting October 20, 2009

Comm. Lindley Hall made a motion to approve the minutes as written, seconded by Comm. Gold. Voting yes: unanimous.

4. TREASURER'S REPORT

A. October 2009

Comm. Relaford deferred the Treasurer's Report to be given in the Manager's Report for more detail.

Comm. Gold made a motion to approve the Treasurer's Report, seconded by Comm. Relaford. Voting yes: unanimous.

B. Check Register

Comm. Gold stated that we only have one more payment to Archie McVay.

Comm. Relaford had a question on the Bioscape expenses. Ted stated that we should be about done with this consultant for the in-basin dredging and the DEQ permits. He also stated that we need to talk to the county and ODOT because they are part of the problem with the sediment that comes into the boat basins.

Comm. Lindley Hall made a motion to approve the Check Register, seconded by Comm. Freeman. Voting yes: unanimous.

5. MANAGER'S REPORT

Ted reported that revenues came in slightly ahead of estimate \$111,000 vs, \$101,000 but off significantly from September. Expenses were higher with most of the over-estimate amounts in fuel purchases, utilities and consulting fees. He reported that we received a \$6,000 worker's compensation refund from SDAO and the MAP grant of \$4,000.

He stated that moorage revenues were more than estimated, \$29,000 vs. \$28,000. The RV Park did better than estimated with revenues of \$27,000 vs. \$21,000. He said the fuel sales were lower then anticipated \$9,000 vs. \$16,000. Cold storage revenues were up from estimate at \$6,000 vs. \$4,000. We are currently exploring whether there is a way to dovetail the fish processing with the high dock repair, since that is where the processing really should take place. Yard activity was higher that estimate at \$6,500 vs. \$4,000. The Coast Guard sent their engineer in to examine the ways for the travel lift. We do not yet have their report but we anticipate that we will be required to replace the decking. Rental revenues were up slightly due to BC Fisheries credit for fencing having been satisfied. Other than the expansion of Eagle Two Inc, we have no qualified prospects for the retail center. The Salty Dog has changed hands again and we welcome the new owner and wish him much success.

He reported that total expenses for October were right on estimate at \$103,000 vs. \$105,000. Repair and maintenance expenses were higher than estimate at \$12,000 vs. \$10,000. Utility costs were higher than estimate at \$17,000 vs. \$16,000. Consulting expenses were higher than estimate at \$10,000 vs. \$9,000. He said all other expense categories were either right on estimate or a little below.

He reported that on October 15th he and Jon Barton went to Salem to meet with the management and staff of IFA. He said they had a good meeting and he believes that they can come to an agreement along the lines that have previously been discussed. He stated that the State cannot rewrite or consolidate the loans into one note nor can they extend the term to 30 years. It

is also more important to them to pay down principal. He said that we have tentatively agreed to (subject to Commission approval) a 20 year pay-out with quarterly payments of approximately \$60,000 plus range that will be applied to principal in such a way that the note with the lowest balance due is paid first. Interest will continue to accrue until all the principal is paid at which time payments will be applied to accrued interest and will continue until 2030 at which time we are done. In return, we pay off the McVay and Curry County notes from cash on hand, renegotiate the CFCU note to a 5 year pay-out and grant them enhanced security positions in the properties not encumbered by CFCU. The specific details will be covered in greater depth in the Action Item segment of this meeting. He said we still continue to have some challenges trying to sort who owes whom how much, but it looks like we will end up with a documented deal in January, 2010.

Comm. Freeman asked if there has been any discussion on moving the Port offices to one of the empty spaces in the commercial retail complex. Ted stated that he feels that it should stay retail shops and feels that as the economy recovers we will be able to rent them out.

6. PUBLIC COMMENTS

Chairman Davis called on Tim Stadleman to report on an anonymous donor who will sign a minimum 5 year lease on Port property for the purpose of building a children's playground. He showed some photos and a drawing of the proposed playground which would be located in front of the Boat Shop.

Comm. Relaford said we would need more details before a decision could be made. He asked who would be maintain it and Tim stated that the Port would have to maintain it. He asked what the costs would be to the Port to maintain it.

Ted stated that the liability insurance may be costly. He said he was worried about building something that could become an attractive nuisance.

Comm. Gold asked if this donor would also be paying for the playground equipment and Tim said they are working on that.

Tim said that they have budgeted about \$50,000 to build the playground to meet all the requirements of today's safety standards.

Comm. Freeman asked if there are restrooms involved and Tim stated no, as there are public restrooms across the parking lot.

Comm. Relaford asked if he could get with Ted and write up a proposal with more information. He said he had a lot of questions as to whether or not that this is the best use of the property and the cost of the liability insurance.

Comm. Freeman asked if this is actually the best site for the playground. Tim said that it is the best site he has seen but he is open to other sites. Comm. Freeman said over by the RV Park might be better. Discussion followed.

7. DISCUSSION ITEMS

A. Liveaboard Issues

Ted wanted to talk about this because there are some things going on that he felt the board should be aware of. He said at this time we have 18 liveaboards and we have a waiting list. He wished to have some specific guidelines for people to become a liveaboard, as in credit checks, background checks and pets. He said he had one person that said they bought a boat and was told by other people around the Port that there would be no problem for them to live on the boat. He said he thinks we have more than 18 liveaboards at the Port and we need to come up with a solution to curtail this.

Comm. Relaford said that about two years ago they did come up with specific guidelines for liveaboards. He stated that they must have a working engine and put dye in the holding tanks to make sure there is no raw sewage leaking into the basin.

Ted said he would look over the policies and make some changes and add some other rules. Discussion followed.

Comm. Davis asked who is going to enforce the rules. Ted stated that he would have to check into that to see who would be the best person to enforce the rules.

8. ACTION ITEMS

A. Lease – Salty Dog

Ted reported that the Salty Dog has been sold and the new lessee wishes to have consent to lease assignment signed by the board.

Comm. Relaford made a motion to accept the new consent to lease assignment, seconded by Comm. Freeman. Voting yes: unanimous.

B. State Refinance Resolution # 410

Jon Barton reported that the Port will pay approximately \$62,500 every quarter for the next twenty years so that in the year 2030 everything will be paid off. IFA will apply the payments to the note with the nearest termination. All payments will be applied first to principal then to interest. There will be no pre-payment penalty and the Port will not apply for any new credit without the state's approval. Interest will accrue with the current note rate and they vary between 4.78% and 6%. Any accrued interest will continue to be deferred and will not compound. Any irregular payments anticipated from sale of property would go to interest not to principal as a disincentive to sell property. We are to pay the balance to the McVay and Curry County notes and redo the CFCU Line of Credit. We will grant a first security interest to IFA on all properties not otherwise encumbered by anyone else. If we sell any property they agree to release any liens on it provided that we pay 80% of the net proceeds to IFA and the other 20% stays in a restricted capital fund for use by the Port.

Comm. Relaford made a motion to approve resolution # 410, seconded by Comm. Freeman. Voting yes: unanimous.

C. Lucy Dick Memorial

Linda Timeus from the Chetco Historical Indian Memorial reported that the memorial is for Lucy Dick who was born here on the Chetco River in the north side village. Ted reported that the letter from the Tolowa Tribe was very surprising. He said they did not follow procedure by bypassing him and going straight to the Commissioners.

Comm. Lindley Hall stated that the letter is addressed to The Confederate Tribe of the Siletz Indians. She said the Siletz tribe is not involved with the memorial. Comm. Gold said the two tribes need to get together and work this out themselves and that it is not the Port's issue.

Comm. Freeman asked if the Chetco Indians would be interested in listening to the Tolowas and Linda reported that they had not been contacted at all about this. She said they are a non-profit organization and they are descendants of the Chetco people from this area. We are not doing this under the Siletz Tribe. She feels that they contacted they wrong people and they have known all along who is doing the memorial and no one has ever contacted them so if they truly wanted to be part of this they need to contact her. She said they have been in contact with the Siletz Tribe because they wrote the grant. She said there will be two other grants they are going to apply for after the first of the year.

Comm. Relaford said the Port Commission has expressed its willingness and intent to go forward with a memorial here. The issue that we do not want to get involved with is the dispute between tribes. He stated that he was notified two months ago about this issue from the Smith River Rancheria. He feels that we should not be involved with this if there is going to be a fight amongst friends, family or tribes. He said we need to come up with a solution and he suggested this should be a coordinated effort between all.

Comm. Lindley Hall reported that she takes exception to that. She said where do we, as the Commission get off telling them who they have to apply grants to. Comm. Relaford said we don't and she said then let's not be involved with their monetary issues. Comm. Relaford stated our responsibility is who we are going to give away property to. Comm. Lindley stated that we are honoring the Chetco Indians and what do the Tolowas have to do with the historical life of the Chetco Indians.

Ted said the memorial is for a lady that was born in a village on the Chetco River and that's what we are memorializing not the tribe. This is not tribe oriented but it is location oriented.

Comm. Relaford stated that there is a larger dynamic going on here and he still feels we should be careful. He said they need to communicate with each other.

Comm. Freeman said in his opinion to go ahead and vote for the memorial and if they want to come back with an addendum to include whatever else they propose to the Port, then we can decide at that point to involve anyone else.

Ted said that at the presentation at the last meeting, Comm. Relaford stated that Phase Two was too much and Ted feels his position has merit. He said we need to discuss that issue and perhaps limit the scope of the build-out to something that is more modest.

Comm. Relaford made a motion to proceed with Phase One of the memorial as it was originally presented and that we authorize the Executive Director to work with them to move to the next step and he would like to condition that an effort be made to communicate with the local tribes and try to involve them, seconded by Comm. Freeman.

Comm. Lindley Hall stated that to grant them the land in perpetuity we need to write a resolution. She asked Comm. Relaford if he was prepared to

have Ted draw up the resolution and he said yes he was with the condition he stated earlier.

Comm. Relaford stated that he would amend the motion. He said he would make a motion to specifically take the original piece of property that was proposed as the memorial in Phase One to be donated to the Chetco Historical Indian Memorial in perpetuity, seconded by Comm. Freeman, Voting yes: unanimous.

9. COMMISSIONER'S REPORTS

Comm. Freeman reported that County Commissioner Bill Waddle is going to be on the Curry County Emergency Preparedness Task Force.

Comm. Relaford reported that he attended a meeting with the Klamath Management Zone Fisheries Coalition last Tuesday and they are trying to revamp the group. He is involved with assisting in re-writing the by-laws of the group and it seems there are sufficient funds to support representation before the PFMC this year. Crescent City Harbor District has declined to do the accounting for this year. Lucy LaBonte and Georgia Nowlin are working on how to resolve that problem and he feels the group will come back to life.

10. ADJOURNMENT

The meeting was unanimously adjourned at 8:19 p.m.



Jim Relaford, Secretary/Treasurer



**PORT OF BROOKINGS HARBOR
BOARD OF COMMISSIONERS MEETING
HARBOR SANITARY DISTRICT
16408 LOWER HARBOR RD., HARBOR, OR 97415**

Tuesday, December 15, 2009 7:00 P.M.

AGENDA

TAB

- | | |
|--|-----|
| I. Call to Order and Roll Call | |
| II. Approval of Agenda | I |
| III. Approval of Minutes | |
| A. Regular Meeting-November 17, 2009 | II |
| VI. Treasurer's Report | |
| A. November 2009 | III |
| B. Check Register | IV |
| V. Manager's Report | |
| VI. Public Comments – Limited to a maximum of five minutes per person. A <u>Public Comment Request</u> , located near the entrance, <u>must be completed and turned into the Chairman</u> prior to the beginning of the meeting. | |
| VII. Action Items: | |
| A. Resolution 411 – Indian Memorial | V |
| VIII. Commissioner's Report | |
| IX. Adjournment | |



**PORT
OF BROOKINGS
HARBOR**

Port of Brookings Harbor / Regular Meeting
December 15, 2009

**America's
Wild Rivers
Coast™**
101 MILES OF NATURE'S BEST

December 15, 2009

Board of Commissioners:

Chairman

Roy Davis

Vice Chairman

Ted Freeman

Secretary/Treasurer

Jim Relaford

Board Members

Kathy Lindley Hall

Sue Gold

1. CALL TO ORDER AND ROLL CALL

The Regular Meeting of the Port of Brookings Harbor Board of Commissioners was held December 15, 2009 in the Harbor Sanitary District meeting room, Harbor, Oregon. Chairman Roy Davis called the meeting to order at 7:00 p.m. Other Commissioners present were: Kathy Lindley Hall, Sue Gold and Ted Freeman. Absent: Jim Relaford. Also present were: Director Ted Fitzgerald, Office Manager Judy Mellus, and Billing Clerk Kathy Bond.

2. APPROVAL OF AGENDA

Ted Fitzgerald asked to make a modification to the agenda by adding an action item titled Resolution # 412 Loan Restructure.

Comm. Gold moved to approve the agenda as amended, seconded by Comm. Freeman. Voting yes: unanimous.

3. APPROVAL OF MINUTES

A. Regular Meeting November 17, 2009

Comm. Freeman made a motion to approve the minutes as written, seconded by Comm. Gold. Voting yes: unanimous.

4. TREASURER'S REPORT

A. November 2009

Refer to Manager's Report.

Comm. Lindley Hall made a motion to approve the Treasurer's Report, seconded by Comm. Freeman. Voting yes: unanimous.

B. Check Register

Comm. Lindley Hall had a question on check #24557 to Fred Howe for reimbursement for trunk repair. Ted answered that it was for damage that was done to his vehicle while he was working for the Port.

Comm. Gold made a motion to approve the Check Register, seconded by Comm. Lindley Hall. Voting yes: unanimous.

5. MANAGER'S REPORT

Ted reported that November revenues were nearly \$40,000 higher than estimate but \$28,000 came from earlier than anticipated tax receipts and the balance from enterprise revenues. All enterprise categories were up except for the RV Park which had its worst month in a very long while. Expenses were a bit lower than estimate at \$82,000 vs. \$83,000.

Moorage revenues were \$28,000 vs. \$25,000. Crabbers were busy preparing for the opening of their season. Pre-season check suggests this will be a better than average season for crabs.

Fuel sales were a good bit higher than estimates at \$17,000 vs. \$10,000. We clearly failed to take into account the impact of crabbers preparing to go to sea. Fuel prices continue to be relatively stable. Fuel purchases for the month exceeded sales by a good margin due to timing of deliveries. That will self correct in December.

Cold storage revenues were up from estimate at \$7,000 vs. \$5,000. We are seeing some pickup as crabbers continue to accumulate bait for the December season. The fish processing project is once again stalled due to lack of interest on anyone's part. It is clear we are not prepared to operate such a facility with port personnel, and to make it available for any fishermen that may come forth to use it would likely create more problems than it is worth. We should perhaps consider releasing the grant funds for others to use.

Yard activity was higher than estimate at \$5,800 vs. \$4,000. The Coast Guard sent their engineer in to examine the ways for the travel lift. We are good to go with the Coast Guard once we backfill a foundation block that has been undermined by erosion. This will not be an expensive fix and will be done as soon as possible. We will also have to replace the decking between the ways for the lift though that is not a condition imposed by the Coast Guard. That will be somewhat more costly.

Rental revenues were up slightly more than estimate at \$28,000 vs. \$27,000. Our casualty insurance underwriter recently completed an inspection

of our facilities. The inspector pointed out roof moss issues with Fely's and Zola's buildings and water drainage issues at the shop building.

As stated above, total enterprise expenses for November were slightly lower than estimate at \$82,000 vs. \$83,000. Personal expense was lower, \$28,000 vs. \$30,000.

Repair and maintenance expenses were lower than estimate at \$8,000 vs. \$12,000. Professional expense was higher than estimate at \$11,000 vs. \$9,000 due to making our first payment on the annual audit. Office expenses were lower than estimate at \$3,000 vs. \$6,000, in part due to lower credit card fees resulting from the poor month at the RV Park.

Ted reported that we made our USDA Bond payment on time in November and made the payments to US Bank Flex Lease and Curry County. We will be making a \$75,000 payment to IFA in December.

Documentation on the note restructuring with IFA is a work in process. We have recently exchanged drafts and with only one relatively minor change.

With the opening of crab season, we have had increased interest in crabbers selling their crab in our parking lot. We have an ordinance that imposes a permit fee for selling fish products from port property and does not prohibit sales from the parking lot. We have discouraged such practices, particularly when no permit has been obtained, but we may want to revisit this and allow seafood sales in designated areas. We might even consider allowing a transfer of dockside permits to land areas in the interest of safety.

Comm. Davis asked what the date was that resolution was passed and Ted responded it was May 16th, 1994.

Comm. Gold asked if we give the grant money back on the fish processing plant will that make our chances of getting another grant more difficult. Becky Bryant from IFA stated that she would call our lobbyist in Washington DC and get his opinion on it but she did not think so.

6. PUBLIC COMMENTS

Gerald Mikell commented on the letter that he and all the other fishermen that sell fish from their boat received stating that they must have moorage here and also apply for a \$100 permit to be able to sell fish from their boats. He said he did not want to have to pay for a slip when he would only use it a few times a year. He said when they sell live fish, they pull their boats out of the water then sell to the buyer and take their boats home due to the maintenance problems of leaving their boats in the water. Ted stated that this ordinance does not apply to

you selling to a wholesaler but it does apply to you selling tuna to the public and if you choose to do that you will have to have moorage. Discussion followed.

John Marrington reported that he had 48 crab pots stolen from his storage. He said he pays storage and feels that something needs to be done to secure the storage areas. Ted stated that he will look into putting the crab pots into the fenced area. Discussion followed.

7. ACTION ITEMS

A. Resolution #411 Indian Memorial

Comm. Lindley Hall made a motion to approve Resolution #411, seconded by Comm. Freeman. Voting yes: unanimous.

B. Resolution #412 IFA Loan Restructure

Comm. Lindley Hall asked for clarification on the minor change in the loan draft. Ted reported the state added that any interest not satisfied at the time of maturity for each note maybe forgiven at the discretion of the IFA Board. Should interest be forgiven, the Port shall become ineligible to apply for IFA program loan assistance for a period of 5 years from the date that interest is forgiven.

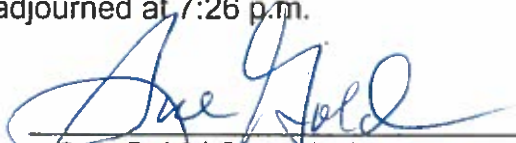
Comm. Lindley Hall made a motion to approve Resolution #412, seconded by Comm. Gold. Voting yes: unanimous.

9. COMMISSIONER'S REPORTS

Comm. Gold and Comm. Lindley Hall wished everyone a Merry Christmas.

10. ADJOURNMENT

The meeting was unanimously adjourned at 7:26 p.m.


Sue Gold / Commissioner

Chetco Indian Memorial

Project Description

Patrick Chew
Creative Touch Design

Project Description: Chetco Indian Memorial

This memorial will be dedicated to honor the memories of the indigenous peoples who lived on the banks of the Chetco River, on the very site the memorial is to be established. This memorial also intends to honor indigenous people everywhere, by telling the story of the Chetco people. The initial concept was a concrete circle partially surrounded by a concrete wall in relief, depicting mountains of the Chetco River Valley and a plank house. In the center of the concrete circle was to be a statue of Lucy Dick, the last full blooded Chetco Indian to live in the Chetco Valley. Historic and informational placards were to be mounted around the memorial to tell the story.

The general area for the memorial was described to be at the end of the boardwalk extension being built by ODOT and the Port of Brookings Harbor. No more specific definition was available.

In an effort to define the scope and limitations of the project, the designer discovered a variety of esthetic and practical problems to be overcome. The designer needed to define the physical geographic parameters of the project site. Working with the Harbor Master, Ted Fitzgerald and the folks from ODOT, the end of the boardwalk extension was defined. This defined the North boundary of the memorial. Between the setbacks from the boardwalk, the radius of the circle and the needs of the wall, some 60 to 70 feet was required. This defined the South boundary of the project.

Defining the other two directions was far more complicated. A water effect was desired. The stability of the bank was a factor. The geo-report indicated the land was not particularly stable and was prone to liquefaction. This made the original wall concept not practical. It was discovered that the boat basin had a stagnation problem and aeration could help resolve this problem. The land for the memorial was in a seven year lease to BC Fisheries. All of these issues and several others not mentioned wanted resolution by defining the last two directions.

Tax Lot 700 is 70 feet wide, so it seemed like a good place to start. In discussions with Mr. Fitzgerald and BC Fisheries, it was discovered that a reorganization of the property making room for the memorial would be very beneficial to BC Fisheries operations. We determined that tax lot 700 and would be available as well as the bit of tax lot 900 that is still above water. This then defined the West boundary of the memorial.

Lastly, the East boundary needed to accommodate the water feature, with aeration and mask the industrial sites from the memorial and the boardwalk. A portion of tax lot 1600 provided for these requirements. The Logical East boundary was then defined by the gravel road.

Another issue that the project faces is the fact that if we do much excavation on the site of the Chetco village, we will need to do archeological work before we begin. So, we intend to go no deeper than the fill used to create the boat basin for the wall footing and the rest of the memorial features will be built up with fill and contouring. For the water feature to work properly, the origin of the water must be high enough to create sufficient fall, so as to not require cutting much of a channel at the bank.

With all this being said, the memorial intends to create microcosms of each of the environments from the headwaters of the Chetco to where it enters the ocean; from the springs and upwellings at its source to the rapids and spawning pool of the mid river to the metaphoric return to the ocean. This is an open system that will pump water from the boat basin and be aerated as it enters the top of the cascading pools. It will continue to be aerated as it cascades down into the salmon pool and through the rapids and again as it falls back into the boat basin. The plant selections will be matched to the area of the river being represented.

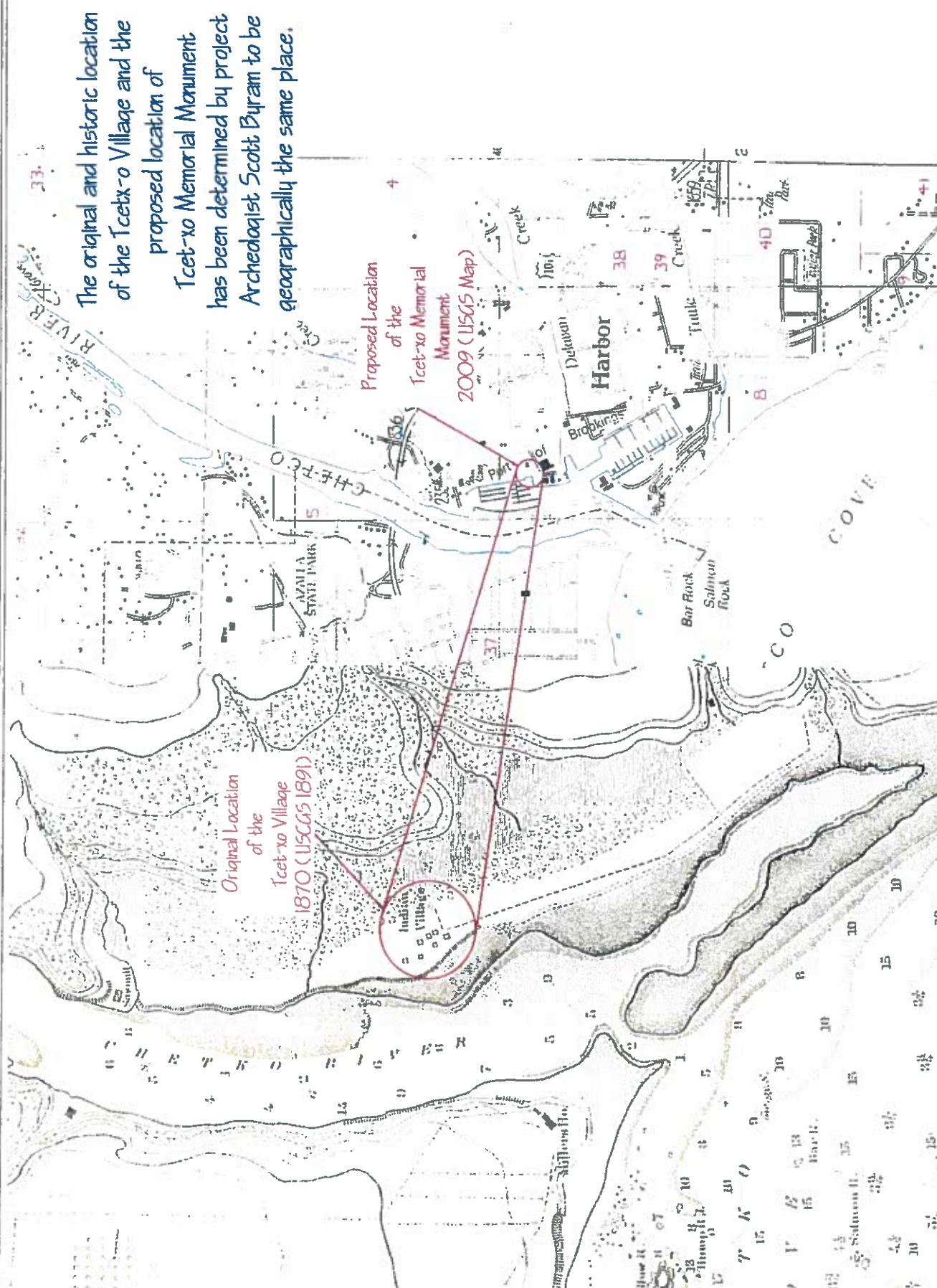
There will be three (3) types of placards, color coded. The first continuum along the path will tell the story of the land and of the river. The second will tell the story of the plants and animals living in the Chetco River Valley. They will also tell how the Chetco people used the plants and animals in their daily life. The third and last will be the story of the Chetco people themselves. We strive to tell of their journey through time, how they lived at one with nature and how they adapted to the ever changing world. A big part of this story will be told through the metaphor of Lucy Dick's life. She was born into a relatively isolated culture, saw the first "white man," experienced relocation and lived long enough to return the land of her birth.

At the center of the memorial will be the stature of Lucy. She will be depicted near the end of her days, with her beloved baskets at her side in the center of a stamped concrete spiral with a subtle basket weave texture.

The project will be lit for esthetic and safety purposes. The area will have fencing and guard rails for control of access to sensitive areas and for safety. The memorial will have benches throughout, appropriately spaced to give privacy but sufficient in numbers to accommodate potential visitors.

Great care is being given to the telling of these three story lines. These questions are being asked of each representation: is it true and accurate, is it fair and representative and does it tell the story. Expert and authoritative sources are being sought, used and copy is being vetted.

It will be a resource of which our community will be proud.



The original and historic location of the Tset-xo Village and the proposed location of Tset-xo Memorial Monument has been determined by project Archeologist Scott Byram to be geographically the same place.



NO.	DATE	BY	DATE

PROJECT TITLE: Native Peoples Memorial
 LOCATION: Lower Harbor Road, Brookings, OR

PROJECT DESCRIPTION: Tset-xo Memorial Monument
 Lower Harbor Road, Brookings, OR

DESIGNED BY: Creative Touch Design
 1710 10th Avenue, Suite 100
 Brookings, OR 97530
 Phone: 541-338-1111

DATE: 10/20/2009

SCALE:

SHEET:

A-3

103

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

**RESOLUTION NO. 411
A RESOLUTION OF THE PORT OF BROOKINGS HARBOR
TO GRANT EASEMENT TO CHETCO HISTORICAL INDIAN MEMORIAL**

WHEREAS, the Chetco Historical Indian Memorial has asked the Port of Brookings Harbor Board of Commissioners for a grant of easement for the Lucy Dick Memorial in perpetuity and,

WHEREAS, it will benefit the Port of Brookings Harbor to incorporate it into its new boardwalk extension plans.

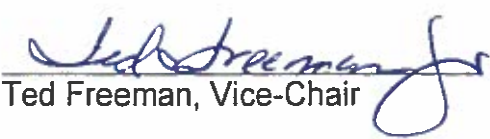
NOW, THEREFORE, BE IT RESOLVED that the Port of Brookings Harbor Board of Commissioners hereby agrees to make available as a grant of easement in perpetuity that real property described in the attached Exhibit "A" for use and development as a memorial site as depicted in the attached Exhibit "B" in the memory of Lucy Dick, former resident of the Chetco village located approximately in the same area as such memorial site, with the understanding that such grant will only be perfected upon completion of said memorial as described herein, and it being further understood that Port Director shall consult with grantees and other interested parties regarding project and information depicted and communicated therein.

ADOPTED by the Port of Brookings Harbor Board of Commissioners this 15th day of December, 2009.



Roy Davis, Chairman

ATTEST:



Ted Freeman, Vice-Chair

Chetco Indian Monument
Lease Area


EXHIBIT A

A parcel of land lying in the Southwest Quarter of the Southeast Quarter of Section 5, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, more particularly described as follows:

COMMENCING at a 2 1/2" brass cap in asphalt set at the Northwest corner of D.L.C. 40;
thence North 13°43'48" West 2698.59 feet to the Southeast corner of an existing concrete board-walk and the TRUE POINT OF BEGINNING;
thence following along the Easterly edge of said concrete board-walk, North 13°28'38" East a distance of 30.17 feet;
thence North 07°52'50" West a distance of 15.92 feet;
thence leaving said concrete board-walk, South 76°31'10" East a distance of 65.80 feet;
thence South 13°28'50" West a distance of 45.00 feet;
thence North 76°31'10" West a distance of 60.00 feet, to the POINT OF BEGINNING.

Bearings are Oregon State Plane – South Zone and based on a line between control monuments #1 and #2 as indicated on County Survey #41-1623 prepared by OBEC Consulting Engineers, to bear North 27°44'56" West a distance of 639.37 feet.

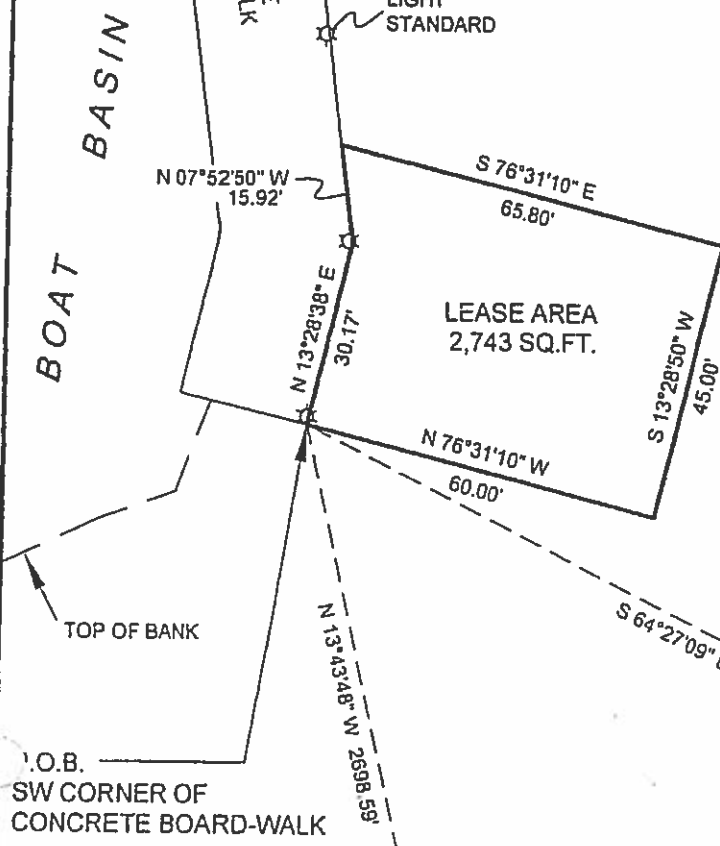
REGISTERED
PROFESSIONAL
LAND SURVEYOR


OREGON
JULY 25, 1995
RICHARD P. ROBERTS
2730

EXPIRATION DATE 12/31/12

EXHIBIT MAP

LOCATED IN
SW1/4 OF SE1/4, SECTION 5,
T41S, R13W, WILLAMETTE MERIDIAN,
CURRY COUNTY, OREGON



FOUND MAGNAIL-WASHER
STAMPED "OBEC CONTROL"
CONTROL PT #2 PER
COUNTY SURVEY #41-1623

BASIS OF BEARINGS
(OREGON STATE PLANE-SO. ZONE)
N 27°44'55" W 639.37'
N 27°44'56" W 639.37'

FOUND 5/8" IRON REBAR
S/ RPC "OBEC CONTROL"
CONTROL PT #1 PER
COUNTY SURVEY #41-1623

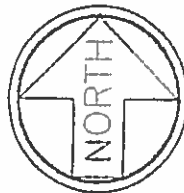
FOUND 2 1/2" BRASS CAP
IN ASPHALT MARKED
"NW COR DLC 40 1980"

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 25, 1995
RICHARD P. ROBERTS
2730

EXPIRES 12/31/12

PREPARED FOR: PORT OF BROOKINGS-HARBOR
SURVEY DATE: APRIL 19, 2012
JOB #: 09-123



0 30 60 90



SCALE: 1" = 30'

Roberts & Associates

LAND SURVEYING INC.

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

Ph: 541-469-0162
Fax: 541-469-5456

INFORMATION ITEM – A

DATE: August 20, 2019
RE: Dredging Spoil Disposal Plan
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- The Port is currently working with FEMA to repair storm related damages from the Feb 23-26, 2019 declared disaster. Port claimed damages to Basin 2 slopes, Fuel Dock ramp and sediment deposits in basins from Chetco River and culverts.
 - EMC Engineer/Scientist completed the bathymetric survey of the basins in July and found the Port received up to 10 times the average amount of sediment from the last survey conducted in 2017 after the Chetco Bar fire. Survey report and drawings are attached for review. Estimated amount is 40,000 cubic yards (majority from 2019 winter). EMC is estimating 100,000 cubic yards should be dredge for normal harbor functions. If the Port wanted to dredge all the material to original depths, the estimated amount is 200,000 cubic yards.
 - For cost comparison, the Port spent \$17 per cubic yard to dredge material and another \$25 per cubic yard to haul off, during the 2016 dredging of the ice house area. Total cost handling the material was \$42 per cubic yard. These costs do not include mobilization / demobilization, permitting, engineering or Port administration.
 - If any sediment material comes up contaminated, the costs will dramatically increase. Port does not have any estimated costs should this occur.
 - Utilizing existing Port areas to fill-in low areas or build-up could be a cost-effective way to reduce the overall project cost and matching amounts.
 - Each existing Port area identified below will have its own issues to overcome and benefits:
 1. Ice House / Barge Area / Floating Fuel Dock
 2. Gear Storage
 3. Kite Field
 4. Dry Camping
- (1) Ice House / Barge Area / Floating Fuel Dock
- a. This area could hold approximately 50,000 cubic yards.
 - b. To use this area would require additional permitting and fish habitat offsetting (habitat removed may require creating 3 times the removal area). Installing vertical shoring for Basin 2 slopes would help offset the fish habitat requirement.
 - c. Existing drainage system upgraded and re-engineered to drain.
 - d. Relocation of the ice house itself or conveyor delivery system.
 - e. Once the area is filled in, shoring should be installed to lock in the land for new use.

- f. More land would be available for Port use or leased areas.
- (2) Gear Storage
- a. Fill the gear storage to match existing ground around the Green Building and slope ground for new roads and drainage system.
 - b. Moving existing gear storage in stages for work to be completed.
- (3) Kite Field
- a. Fill-in low areas and then build the entire area higher for new asphalt parking, events, overflow parking, etc.
 - b. New area could support summer long events to bring in more tourist and more RV park occupancy. Curry County may help develop this area if approved.
 - c. Relocation of events using the Kite Field until construction is completed.
- (4) Dry Camping
- a. Fill-in low areas and build-up higher for new RV Park facilities.
 - b. Rerouting public and RV Park traffic until construction is completed.
- The impact from the 2017 Chetco Bar fire sediment could be far reaching into the future for this Port. Typical basin maintenance dredging should occur every 3 to 5 years. Because of the Chetco Bar fire, the basin maintenance dredging could be every 1 to 2 years. Federal and State government need to be informed of this situation.

DOCUMENTS

- EMC Engineers/Scientists Report dated July 10, 2019, 3 pages
- Area No. 1 Map of Ice House / Barge Area / Fuel Dock, 1 page
- Area No. 2 Map of Gear Storage, 1 page
- Area No. 3 Map of Kite Field, 1 page
- Area No. 4 Map of Dry Camping, 1 page

COMMISSIONERS ACTION

- Port will be seeking commissioner action on these locations at the next regular meeting in September. Use of these areas will take time for engineering and permitting approval from all the regulatory agencies.



Grants Pass * Jacksonville * Medford, OR
 GP Office: 1867 Williams Hwy., Suite 216, Grants Pass, OR, 97527
 Jville Office: 450 Conestoga Dr., Jacksonville, OR, 97530
 Ph: 541-474-9434 * Cell: 541-261-9929 * Fax 541-727-5488
emc@emcengineersscientists.com; <http://www.emcengineersscientists.com>
 - Engineers/Scientists, LLC

7/10/19

Gary Dehlinger
 Manager, Port of Brookings Harbor

7/10/19

Travis
 Port of Brookings Harbor Harbormaster

MEMO 7102019-1; 2019 Bathymetric Survey Results

Attached are the key plans and volume calculations that indicate the volumes of sediments that have migrated into the Port of Brookings Harbor basins since shortly after the last major dredging event, which occurred in 2012, and that exists within the Port basins in 2019.

The bathymetric survey used to map out and compare 2013 volume levels with those in 2017 show a total volume increase of 16,683 yd.³. However, the most recently completed bathymetric survey has been mapped out, and its calculated volumes, utilizing the 2017 sediment elevations as its baseline, show a total sediment accumulation of 49,760 yd.³. If a standard averaging were to be used, the shoaling rate for the period between 2017 and 2019 can be estimated at approximately 24,880 yd.³ per year. This shoaling rate, when compared with the normally expected rate of about 4500 yd.³ per year, is dramatic, but not unexpected, based on observations that have been made in 2019.

As observed and previously estimated by EMC, it is believed that nearly all of 40,000 yd.³ has accumulated within the Port basins due to storms and erosion from nearby wild fire residues on stream watersheds to the Port. Nevertheless, even a conservative and weighted value of 24,880 yd.³ is about six times that which should be expected and have previously been observed to have shoaled into the Port basins.

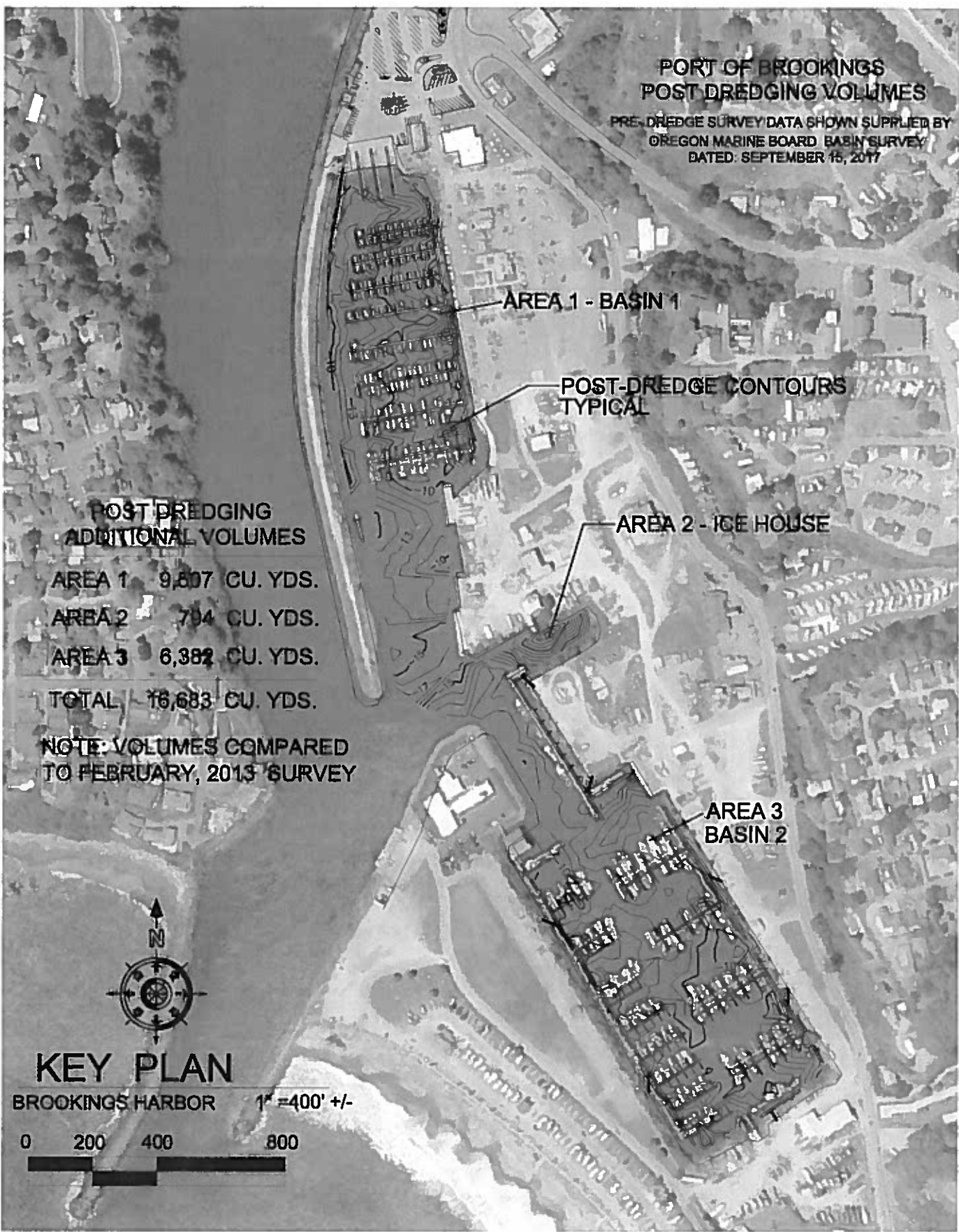
Sincerely

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



**PORT OF BROOKINGS
POST DREDGING VOLUMES**

PRE-DREDGE SURVEY DATA SHOWN SUPPLIED BY
OREGON MARINE BOARD BASIN SURVEY
DATED: SEPTEMBER 15, 2017



**POST DREDGING
ADDITIONAL VOLUMES**

- AREA 1 9,807 CU. YDS.
- AREA 2 704 CU. YDS.
- AREA 3 6,382 CU. YDS.
- TOTAL 16,893 CU. YDS.

NOTE: VOLUMES COMPARED
TO FEBRUARY, 2013 SURVEY



KEY PLAN

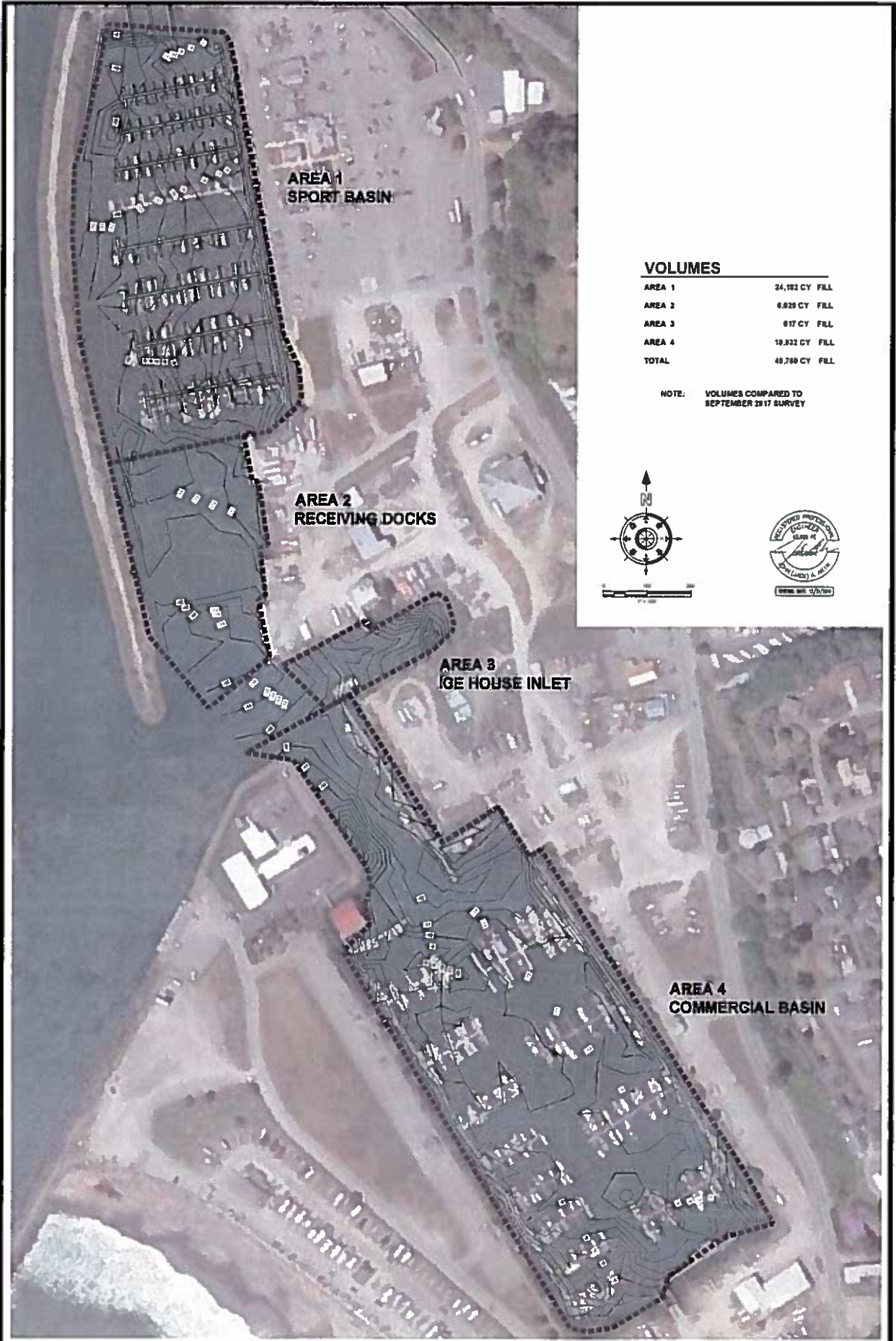
BROOKINGS HARBOR 1" = 400' +/-



09-15-17

SHEET 1 OF 1

314



**AREA 1
SPORT BASIN**

**AREA 2
RECEIVING DOCKS**

**AREA 3
ICE HOUSE INLET**

**AREA 4
COMMERCIAL BASIN**

VOLUMES

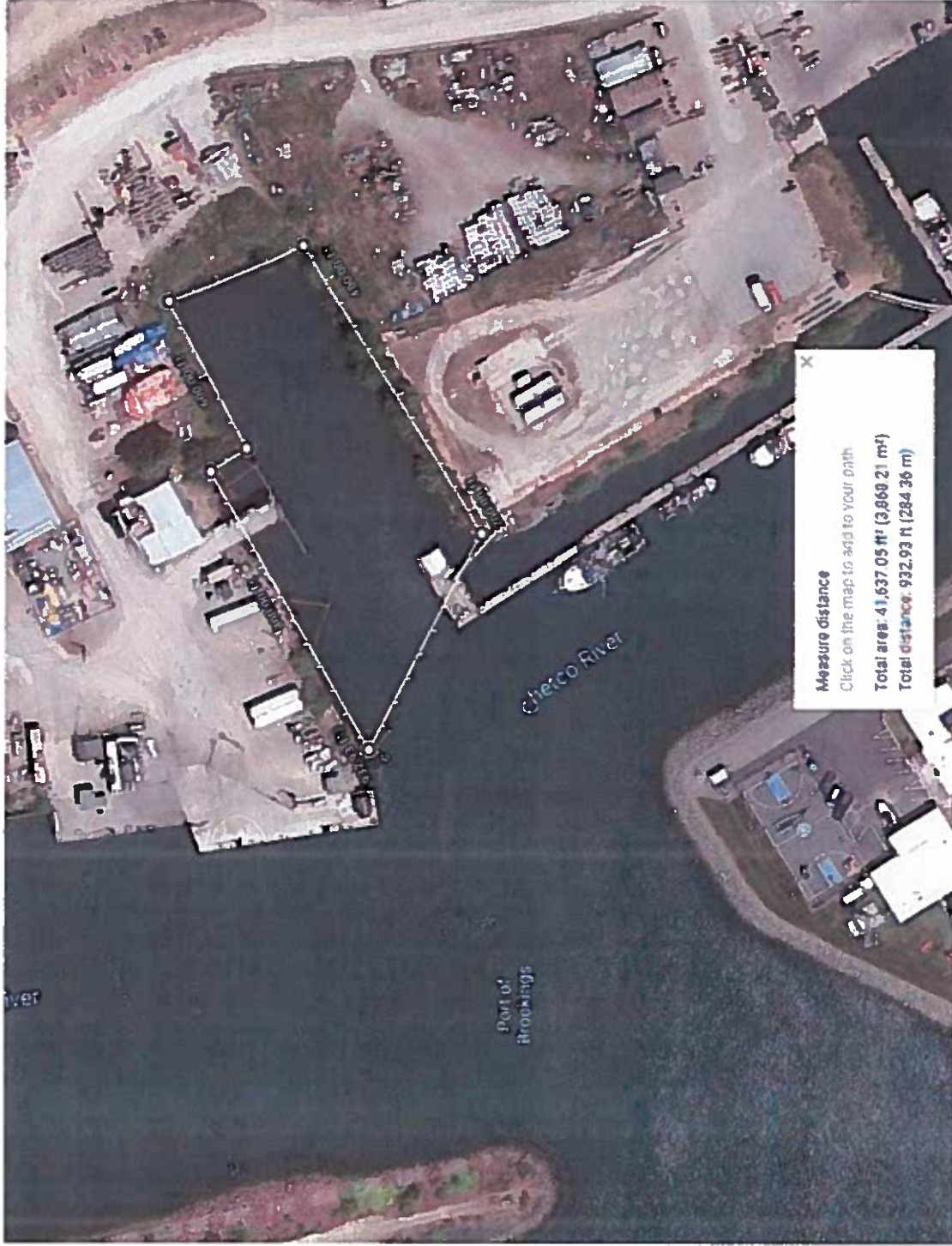
AREA 1	24,192 CY FILL
AREA 2	6,828 CY FILL
AREA 3	817 CY FILL
AREA 4	18,832 CY FILL
TOTAL	48,769 CY FILL

NOTE: VOLUMES COMPARED TO SEPTEMBER 28 17 SURVEY



315

**Port of Brookings Harbor
Dredge Spoil Location – Ice House/Barge Area**



Approximately 38,552 cubic yards to fill in the area. Another 10 to 15 thousand cubic yards could be piled (stored) for grading other areas. Existing drainage lines entering this area would be rerouted per engineered design.

**Port of Brookings Harbor
Dredge Spoil Location – Kite Field**



Approximately 10,222 cubic yards (4' fill) could be placed on the Kite Field. If approved, this area could be paved for additional parking, events or overflow RV camping.

**Port of Brookings Harbor
Dredge Spoil Location – Dry Camping Area**



Approximately 10,308 cubic yards (3' fill) could be placed on the dry camping area. If approved, this area would be incorporated into the RV Park redesign for the new entrance, public parking, park office, mini-mart, rooms, restroom, laundry etc....

INFROMATION ITEM – B

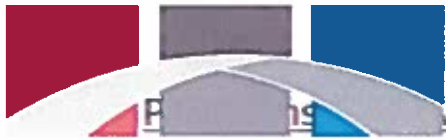
DATE: August 20, 2019
RE: INFRA Grant Awards
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port submitted INFRA Grant application in March 2019. The grant awards were presented July 25, 2019 and the Port did not receive an award.
- Many grant applications do not receive awards the first try. Sometimes the grant application might have a critical flaw that may require adjustments in the next application period.
- Port will be requesting a debriefing or review of its application to understand what to improve or remove for the next application.

DOCUMENTS

- 2019 INFRA Grant Release Announcement of Awards, 4 pages
- 2019 INFRA Grant Project Applications, 5 pages



Infrastructure For Rebuilding America

The INFRA Grants program provides dedicated, discretionary funding for projects that address critical issues facing our nation's highways and bridges. INFRA grants will support the Administration's commitment to fixing our nation's crumbling infrastructure by creating opportunities for all levels of government and the private sector to fund infrastructure, using innovative approaches to improve the necessary processes for building significant projects, and increasing accountability for the projects that are built.

U.S. Secretary of Transportation Elaine L. Chao Announces Major Infrastructure Investment in America

Department Proposes \$856 Million in INFRA Grants

WASHINGTON – The U.S. Department of Transportation today announced \$855,950,000 in proposed grants through the Infrastructure for Rebuilding America (INFRA) discretionary grant program.

"This significant federal investment will improve major highways, bridges, ports, and railroads around the country to better connect our communities, and to enhance safety and economic growth," said Secretary Elaine L. Chao.

INFRA discretionary grants support the Administration's commitment to fixing our nation's infrastructure by creating opportunities for all levels of government and the private sector to fund infrastructure, using innovative approaches to improve the processes for building significant projects, and increasing accountability for the projects that are built. In addition to providing direct federal funding, the INFRA discretionary grant program aims to increase the total investment by state, local, and private partners.

INFRA advances a grant program established in the 2015 Fixing America's Surface Transportation (FAST) Act and utilizes updated criteria for evaluating projects to align them with national and regional economic vitality goals. The program increases the impact of

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projects by leveraging federal grant funding and incentivizing project sponsors to pursue innovative strategies, including public-private partnerships.

Additionally, the new program promotes the incorporation of innovative technology that will improve our transportation system. INFRA will also hold recipients accountable for their performance in project delivery and operations.

The Department is proposing awards under the INFRA discretionary grant program to both large and small projects. For a large project, the INFRA grant must be at least \$25 million. For a small project, the grant must be at least \$5 million. For each fiscal year of INFRA funds, 10 percent of available funds are reserved for small projects. The INFRA discretionary grant program also preserves the statutory requirement in the FAST Act to award at least 25 percent of funding for rural projects.

The list of proposed awards is as follows:

Large projects:

- The Alabama Department of Transportation will be awarded \$125 million to construct a new six-lane cable-stayed bridge with more than 215 feet of vertical clearance to carry I-10 across the Mobile River channel.
- The Arizona Department of Transportation will be awarded \$90 million to add capacity on a rural, mountainous stretch of I-17 north of Phoenix.
- The City of Temecula, CA, will be awarded \$50 million to construct a two-lane northbound collector/distributor system along I-15.
- Space Florida will be awarded \$90 million to replace the Cape Canaveral Spaceport Indian River Bridge with new twin high-level bridges, to allow transportation of oversized vehicles to launch sites.
- The Maryland Department of Transportation will be awarded \$125 million to raise the vertical clearance of the Howard Street Tunnel, Baltimore, to facilitate movement of double-stack trains on an important freight rail corridor.
- Maine DOT will be awarded \$36 million in grant funding to replace the Madawaska International Bridge, a US-Canada border crossing bridge over the Saint John River.
- Missouri DOT will be awarded \$81.2 million in INFRA funds to complete two critical upgrades along I-70.
- The Mississippi Department of Transportation will be awarded \$52.4 million to complete the Appalachian Development Highway System (ADHS) in Mississippi.
- The Oregon Department of Transportation will be awarded \$60.4 million to make a series of improvements to roadways on the north side of Bend, Oregon.
- The Rhode Island Department of Transportation will be awarded \$60.355 million to rebuild the Providence Interstate 95 Northbound Viaduct.

Small projects:

- The City of Tuscaloosa, Alabama will be awarded \$6.87 million to replace the University Boulevard/US82 Overpass Bridge.

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- The Southeast Arkansas Economic Development District will be awarded \$10.516 million to rehabilitate a 91.3-mile continuous shortline railroad corridor between McGehee, AR and Tallulah, LA.
- The Colorado DOT will be awarded \$8.297 million to add approximately 12 miles of passing lanes along US 287 in rural southeastern Colorado.
- PortMiami will be awarded \$8.04 million to rehabilitate and create new capacity on the Seaboard Marine Terminal.
- Cobb County, GA will be awarded \$5 million for the construction of a 24-foot-wide reversible ramp providing direct access to the I-75 Managed Lanes system.
- The Northeast Ohio Areawide Coordinating Agency (NOACA) will be awarded \$9.02 million to rehabilitate riverbank infrastructure along the Cuyahoga River at Irishtown Bend.
- The South Dakota Department of Transportation will be awarded \$13.01 million to support a bridge replacement project over the Missouri River in Pierre, SD.
- The North Central Council of Governments (NCTCOG) and Texas DOT will be awarded \$8.775 million for a series of 7 projects involving 7 bridges in the Dallas-Fort Worth area.
- The City of Union Gap, WA, will be awarded \$6.66 million to construct the Regional Beltway connecting SR-97 to Longfibre Road.
- The West Virginia Division of Highways (WVDOT), will be awarded \$9.4 million for the WV2 Proctor to Kent project.

Full project fact sheets can be found [here](#).

Updated: Thursday, July 25, 2019



Related Documents

- [INFRA 2019 Fact Sheets](#)
- [INFRA 2019 Annual Report](#)
- [INFRA 2018 Annual Report](#)

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- [Project Applications](#)
- [INFRA Notice of Funding Opportunity](#)
- [FY17-18 Build America Bureau Fact Sheet](#)

Contact Us

Office of the Assistant Secretary for Transportation Policy

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TTY/Assistive Device: 800-877-8339

Business Hours:

8:30am-5:00pm ET, M-F

Tags

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**U.S Department of Transportation
FY 2019 INFRA Project Applications**

#	Project Name	Applicant Organization	State	INFRA Request	Estimated Non-Federal Funding	Estimated Federal Eligible Project Cost
1	Port MacKenzie Rail Extension	Matanuska-Susitna Borough	AK: Alaska	\$25,000,000	\$100,000,000	\$125,000,000
2	Port of Alaska Petroleum and Cement Terminal	Municipality of Anchorage / Port of Alaska	AK: Alaska	\$101,230,000	\$60,350,000	\$171,580,000
3	I-10 Congestion Relief - Mobile River Bridge and Bayway	Alabama Department of Transportation	AL: Alabama	\$150,000,000	\$1,385,374,038	\$2,292,060,227
4	Alabama State Highway 59 Capacity Improvements Project	City of Gulf Shores, Alabama	AL: Alabama	\$12,000,000	\$8,000,000	\$20,000,000
5	Opelika I-85 Connector	City of Opelika	AL: Alabama	\$9,065,558	\$6,043,706	\$15,109,264
6	Tuscaloosa Revitalization of Access Network Systems	City of Tuscaloosa Alabama	AL: Alabama	\$25,000,000	\$7,910,000	\$32,910,000
7	U.S. Highway 67 Corridor Improvements (Future Interstate 57)	Arkansas Department of Transportation	AR: Arkansas	\$50,000,000	\$126,350,352	\$241,638,352
8	Interstate 40/Highway 59 Interchange Improvements (Van Buren)	Arkansas Department of Transportation	AR: Arkansas	\$11,070,000	\$3,876,000	\$18,450,000
9	Interstate 555/Highway 49/Highway 1 Operational Improvements (Jonesboro)	Arkansas Department of Transportation	AR: Arkansas	\$14,700,000	\$4,900,000	\$24,500,000
10	Southeast Arkansas and Northeast Louisiana Multimodal Freight Corridor Improvement Project	Southeast Arkansas Economic Development District, Inc.	AR: Arkansas	\$25,689,421	\$19,315,000	\$45,004,421
11	I-17: Flexible Demand	Arizona Department of Transportation	AZ: Arizona	\$95,500,000	\$96,800,000	\$192,300,000
12	22nd Street Widening and UPRR Bridge Replacement, Kino Pkwy to Tucson Blvd	City of Tucson	AZ: Arizona	\$19,500,000	\$50,909,000	\$70,249,297
13	Global Opportunities at the Port of Oakland (GoPort)	Alameda County Transportation Commission	CA: California	\$160,000,000	\$422,800,000	\$594,400,000
14	State Route 70 Safety Corridor Improvements Project	Butte County Association of Governments	CA: California	\$20,000,000	\$286,013,000	\$306,013,000
15	State Route 4 Wagon Trail Realignment Project	Calaveras Council of Governments	CA: California	\$11,800,000	\$21,430,000	\$33,230,000
16	Solano I-80 Express Lanes Project	California Department of Transportation	CA: California	\$76,500,000	\$151,500,000	\$228,000,000
17	Transportation Corridor of the Future San Diego's North Coast Corridor	California Department of Transportation	CA: California	\$120,000,000	\$89,000,000	\$240,000,000
18	America's Global Freight Gateway - Southern California Multimodal Freight Network Project	California Department of Transportation	CA: California	\$62,650,000	\$102,250,000	\$164,900,000
19	Sacramento's Capital SouthEast Connector Expressway Project	Capital SouthEast Connector Joint Powers Authority	CA: California	\$19,300,000	\$31,200,000	\$50,500,000
20	State Route 99/Service Road/Mitchell Road Interchange Project	City of Ceres	CA: California	\$25,000,000	\$108,500,000	\$133,500,000
21	SR-86/Avenue 50 Interchange Project	City of Coachella	CA: California	\$35,558,000	\$14,457,000	\$77,300,000
22	Veterans Boulevard Interchange and Corridor Improvement Project	City of Fresno	CA: California	\$25,000,000	\$76,571,143	\$123,977,583
23	Ranchero Road Safety, Mobility, and Economic Opportunity Expansion Project	City of Hesperia	CA: California	\$15,600,000	\$21,400,000	\$37,000,000
24	I-10 Freight Interchange and Riverside Avenue Corridor Project	City of Rialto	CA: California	\$46,200,000	\$55,417,244	\$101,617,244
25	SR 52 congestion improvement project	City of Santee	CA: California	\$25,748,400	\$17,165,600	\$42,914,000
26	Interstate 15/French Valley Parkway improvements Phase 2	City of Temecula	CA: California	\$50,000,000	\$58,528,821	\$110,131,181
27	Central Valley Gateway (CVG) Project	City of Tracy	CA: California	\$21,300,000	\$48,400,000	\$69,700,000
28	State Route 88 / Pine Grove Corridor Improvement Project	County of Amador	CA: California	\$5,000,000	\$9,658,000	\$14,658,000
29	Olancha Cartago Four Lane Project	County of Inyo	CA: California	\$55,770,000	\$10,661,365	\$92,950,000
30	US 50 Camino Corridor Safety Improvements Project Phase 2	El Dorado County Transportation Commission	CA: California	\$20,700,000	\$18,900,000	\$75,335,000
31	Golden Gate Bridge Phase 3B Seismic Retrofit	Golden Gate Bridge, Highway & Transportation District	CA: California	\$100,000,000	\$131,200,000	\$656,000,000
32	The Lake 29 Expressway 2A & 2B	Lake Area Planning Council	CA: California	\$117,231,000	\$47,744,000	\$228,718,000
33	SR 57/60 Confluence Chokepoint Relief Program	Los Angeles County Metropolitan Transportation Authority	CA: California	\$25,000,000	\$356,900,000	\$419,900,000
34	Regional ExpressLanes Accelerator: I-105 HOT Lanes	Los Angeles County Metropolitan Transportation Authority	CA: California	\$35,000,000	\$311,646,000	\$349,253,000
35	Nevada 49 Corridor Improvement Project	Nevada County Transportation Commission	CA: California	\$25,000,000	\$34,000,000	\$104,000,000
36	State Route 55 Improvement Project	Orange County Transportation Authority	CA: California	\$75,000,000	\$171,739,570	\$392,401,000
37	Port of Hueneme's Multimodal Optimization and Vehicle Efficiency Project (MOVE)	Oxnard Harbor District	CA: California	\$59,477,520	\$75,000,000	\$134,777,520
38	SR-91 Workforce to Workplace Vitality Network	Riverside County Transportation Commission	CA: California	\$75,000,000	\$301,200,000	\$376,200,000
39	Border Innovation Project	San Diego Association of Governments	CA: California	\$27,120,000	\$37,118,000	\$64,238,000

**U.S Department of Transportation
FY 2019 INFRA Project Applications**

#	Project Name	Applicant Organization	State	INFRA Request	Estimated Non-Federal Funding	Estimated Project Eligible Program Cost
40	CA State Route 46 Widening project	San Luis Obispo Council of Governments	CA: California	\$58,500,000	\$19,300,000	\$97,500,000
41	Santa Barbara U.S. 101 Multimodal Corridor, Segment 4E	Santa Barbara County Association of Governments	CA: California	\$25,000,000	\$126,366,791	\$151,366,791
42	Metrolink North Corridor Capacity and Reliability Program	Southern California Regional Rail Authority	CA: California	\$20,282,000	\$17,676,000	\$37,958,000
43	Yolo 80 Multi-Modal Corridor Improvement Project	Yolo County Transportation District	CA: California	\$81,144,000	\$32,525,176	\$477,908,000
44	US 85/120th Avenue Interchange	Adams County	CO: Colorado	\$45,000,000	\$25,000,000	\$76,300,000
45	Passing in the Plains: Improving Safety and Freight Efficiency Along Southeastern Colorado's Ports-to-Plains	Colorado Department of Transportation	CO: Colorado	\$9,800,000	\$11,100,000	\$24,800,000
46	I-70-I-80 Connector: Critical Mobility and Safety Improvements Project	Colorado Department of Transportation	CO: Colorado	\$23,500,000	\$74,900,000	\$98,400,000
47	North I-25 Express Lanes	Colorado Department of Transportation	CO: Colorado	\$100,000,000	\$223,300,000	\$380,000,000
48	Crystal Valley Pkwy Interchange (Douglas Lane)	Town of Castle Rock	CO: Colorado	\$7,200,000	\$4,800,000	\$12,000,000
49	Charter Oak Bridge Approach Project	Connecticut Department of Transportation	CT: Connecticut	\$75,000,000	\$153,000,000	\$228,000,000
50	SR-1 Scarborough road to Leipsic	Delaware Department of Transportation	DE: Delaware	\$14,000,000	\$17,292,000	\$31,292,000
51	I-95 and SR 896 Interchange	Delaware Department of Transportation	DE: Delaware	\$70,000,000	\$72,100,000	\$148,500,000
52	US 13 Widening Project: Lochmeath Way to Puncheon Run Connector	Delaware Department of Transportation	DE: Delaware	\$33,000,000	\$36,142,000	\$73,710,000
53	Fruitville Road Gateway Project	City of Sarasota	FL: Florida	\$11,400,000	\$2,850,000	\$14,250,000
54	I-95 Interchange at Oslo Road	Florida Department of Transportation	FL: Florida	\$21,000,000	\$15,472,261	\$57,638,515
55	Golden Glades Truck Travel Center (GGTTC)	Florida Department of Transportation	FL: Florida	\$9,000,000	\$11,000,000	\$20,000,000
56	Keys Connecting Overseas to Advance Safe Travel (COAST)	Florida Department of Transportation	FL: Florida	\$5,000,000	\$4,020,000	\$9,020,000
57	PortMiami Bulkhead Rehabilitation and Capacity Expansion Project	Miami-Dade County	FL: Florida	\$9,381,741	\$10,163,554	\$19,545,295
58	Cape Canaveral Spaceport Indian River Bridge Replacement & Space Commerce Way Connector	Space Florida	FL: Florida	\$99,000,000	\$42,000,000	\$165,000,000
59	Akers Mill Ramp Phase II	Cobb County, Georgia	GA: Georgia	\$5,089,543	\$6,923,788	\$18,013,331
60	Georgia Broadband Expansion Project	Georgia Department of Transportation	GA: Georgia	\$223,702,819	\$149,135,213	\$372,838,032
61	SR 96 Widening Project	Georgia Department of Transportation	GA: Georgia	\$31,372,669	\$22,265,383	\$53,714,828
62	I-16 at SR 307/Dean Forest Road	Georgia Department of Transportation	GA: Georgia	\$20,713,072	\$14,463,417	\$35,712,194
63	Northeast Georgia Inland Port	Georgia Ports Authority	GA: Georgia	\$44,800,000	\$67,200,000	\$112,000,000
64	Rockdale County Courtesy Parkway Overpass I-20	Rockdale County Board of Commissioners	GA: Georgia	\$12,600,000	\$6,560,000	\$26,999,915
65	Kapalama Container Terminal Phase II, Wharf and Dredging	Hawaii Department of Transportation	HI: Hawaii	\$50,000,000	\$202,700,000	\$252,700,000
66	Daniel K. Inouye Highway (SR 200) Extension	State of Hawaii	HI: Hawaii	\$60,000,000	\$20,000,000	\$100,000,000
67	Kuhio Highway Widening, Kuamoo Road to Temporary Bypass Road	State of Hawaii, Department of Transportation	HI: Hawaii	\$12,990,000	\$5,196,000	\$21,650,000
68	Safe Acceleration of Automated Freight Infrastructure Readiness (SAAFIR)	Iowa Department of Transportation	IA: Iowa	\$200,100,000	\$66,700,000	\$333,500,000
69	Interstate 84, Caldwell to Nampa: Connectivity, Prosperity, Safety.	Community Planning Association of Southwest Idaho (COMPASS)	ID: Idaho	\$47,600,000	\$64,400,000	\$140,000,000
70	I-90 Port of Entry Relocation Project	Idaho Department of Transportation	ID: Idaho	\$12,000,000	\$4,000,000	\$20,000,000
71	State Highway 53 Pleasant View Interchange and Railroad Crossing Closure	Idaho Department of Transportation	ID: Idaho	\$13,800,000	\$4,600,000	\$23,000,000
72	Shoshone-Bannock Tribes Fort Hall Connect Project	Shoshone-Bannock Tribes	ID: Idaho	\$10,518,800	\$2,629,700	\$13,148,500
73	Port of East St. Louis State Street Infrastructure Project	City of East St. Louis	IL: Illinois	\$10,000,000	\$35,411,365	\$84,757,326
74	I-55 at IL 59 Access Project	City of Joliet	IL: Illinois	\$50,000,000	\$149,800,000	\$202,500,000
75	Interstate 57 Freight Mobility and Truck Parking Project	Illinois Department of Transportation	IL: Illinois	\$15,000,000	\$15,000,000	\$30,000,000
76	Elevate Eastern Illinois: Replacing Eight Bridges Along the I-74 Corridor	Illinois Department of Transportation	IL: Illinois	\$22,200,000	\$14,800,000	\$37,000,000
77	KRPD Terminal Upgrades for Fly Ash and Gypsum	Kaskaskia Regional Port District	IL: Illinois	\$5,550,000	\$3,700,000	\$9,250,000
78	Macon County, IL Beltway-Northeast Connector- Section 2: Reas Twin Bridge Replacement Project	Macon County	IL: Illinois	\$7,500,000	\$3,000,000	\$14,500,000

**U.S Department of Transportation
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?	Project Name	Applicant Organization	State	INFRA Request	Estimated Non-Federal Funding	Estimated Federal Eligible Project Cost
79	MidAmerica St. Louis Airport Industrial Access Road	St. Clair County, Illinois	IL: Illinois	\$16,851,000	\$11,234,000	\$28,085,000
80	U.S. Highway 14 Grade Crossing Separation at CN/EI&E Freight Rail Line	Village of Barrington, Illinois	IL: Illinois	\$41,960,754	\$14,413,836	\$61,934,590
81	Illinois Route 126 re-route - 143rd Street Extension.	Village of Plainfield	IL: Illinois	\$15,000,000	\$14,400,000	\$52,500,000
82	Curtis Road Grade Separation and Complete Streets Project	Village of Savoy	IL: Illinois	\$19,282,900	\$17,582,500	\$38,890,400
83	I-65 Lebanon North Interchange	City of Lebanon	IN: Indiana	\$37,560,000	\$12,520,000	\$62,600,000
84	Ronald Reagan Parkway	Hendricks County	IN: Indiana	\$33,923,849	\$22,615,900	\$56,539,749
85	Northern Indiana Freight Rail Corridor Grade Separations	Indiana Department of Transportation	IN: Indiana	\$19,782,000	\$36,738,000	\$56,520,000
86	I-69 Section 6, Segment 5	Indiana Department of Transportation	IN: Indiana	\$132,000,000	\$545,301,363	\$677,300,000
87	I-70 West Central Expansion	Indiana Department of Transportation	IN: Indiana	\$63,000,000	\$120,600,000	\$201,600,000
88	Wichita North Junction Interchange	City of Wichita, Kansas	KS: Kansas	\$50,000,000	\$32,180,000	\$122,900,000
89	I-265 widening and I-265/I-64 interchange reconstruction	Executive Office of the Commonwealth	KY: Kentucky	\$20,000,000	\$20,000,000	\$77,600,000
90	Build LA 3241	Louisiana Department of Transportation and Development	LA: Louisiana	\$111,522,000	\$37,174,000	\$185,870,000
91	I-495 Corridor Improvement Program	Massachusetts Department of Transportation	MA: Massachusetts	\$33,000,000	\$99,000,000	\$329,000,000
92	Conley Terminal Container Storage and Freight Corridor	Massachusetts Port Authority	MA: Massachusetts	\$28,311,970	\$37,529,821	\$65,841,791
93	I-81/Halfway Boulevard Freight Connection: Making Way for Economic Growth and Safety Project	Board of County Commissioners of Washington County, Maryland	MD: Maryland	\$55,000,000	\$47,122,000	\$105,922,000
94	Howard Street Tunnel Project	Maryland Department of Transportation	MD: Maryland	\$228,000,000	\$213,000,000	\$441,000,000
95	Madawaska International Bridge Replacement Project	Maine Department of Transportation	ME: Maine	\$36,000,000	\$35,500,000	\$71,500,000
96	Independence Bridge Rehabilitation	City of Bay City	MI: Michigan	\$12,000,000	\$8,000,000	\$20,000,000
97	Blue Water Bridge Plaza Improvements	Michigan Department of Transportation	MI: Michigan	\$50,000,000	\$224,100,000	\$274,600,000
98	I-96 and Fruit Ridge Avenue Interchange Project	Michigan Department Of Transportation	MI: Michigan	\$10,686,360	\$7,124,240	\$17,810,600
99	US 212 Freight Mobility and Safety Project	Carver County	MN: Minnesota	\$41,907,340	\$48,071,000	\$111,978,340
100	Twin Ports Interchange Reconstruction	Minnesota Department of Transportation	MN: Minnesota	\$42,933,229	\$236,932,454	\$334,635,683
101	The Merchants Bridge Rehabilitation Program	Bi-State Development Agency	MO: Missouri	\$35,000,000	\$106,600,000	\$141,600,000
102	Rocheport Bridge & Major I-70 Freight Corridor Improvements	Missouri Department of Transportation	MO: Missouri	\$102,200,000	\$182,520,780	\$291,209,780
103	251 Rural Bridges Project - Modernizing Missouri's Rural Global Supply Chain Infrastructure	Missouri Department of Transportation	MO: Missouri	\$172,500,000	\$413,732,900	\$586,232,900
104	Grenada County Storage-In-Transit Rail Yard and Revitalization Project	Grenada County Board of Supervisors	MS: Mississippi	\$15,242,852	\$10,161,902	\$25,404,754
105	Freight and Capacity Improvements to SR 76 in Itawamba County	Mississippi Department of Transportation	MS: Mississippi	\$57,600,000	\$20,240,000	\$96,000,000
106	I-95/I-87 Rural Corridor, Resiliency, and Innovative Technology Improvements Project	North Carolina Department of Transportation	NC: North Carolina	\$160,000,000	\$908,302,800	\$1,221,534,000
107	Multimodal Gate Innovations and Access, Port of Wilmington	North Carolina State Ports Authority WIL	NC: North Carolina	\$10,152,327	\$10,152,327	\$20,304,654
108	Mid-Currituck Bridge - Connecting Currituck County Mainland to Outer Banks in North Carolina	North Carolina Turnpike Authority	NC: North Carolina	\$115,000,000	\$270,597,557	\$532,597,557
109	Capital Freight Corridor Improvement Project	State of North Carolina Department of Transportation	NC: North Carolina	\$43,300,000	\$124,800,000	\$168,100,000
110	Mazeppa Road Flyover Rail Crossing	Town of Mooresville, North Carolina	NC: North Carolina	\$5,385,000	\$3,590,000	\$8,975,000
111	Theodore Roosevelt Expressway Freight Expansion Project	North Dakota Department of Transportation	ND: North Dakota	\$40,000,000	\$50,000,000	\$104,500,000
112	Blair South Bypass	City of Blair, Nebraska	NE: Nebraska	\$7,560,000	\$4,334,000	\$14,100,000
113	Columbus East Viaduct	State Of Nebraska	NE: Nebraska	\$7,556,400	\$2,622,900	\$16,056,500
114	Hollywood Avenue Extension Project	Borough of South Plainfield	NJ: New Jersey	\$23,905,382	\$15,936,921	\$39,842,303
115	Camden City Port Access Truck Route	County of Camden	NJ: New Jersey	\$15,000,000	\$10,000,000	\$25,000,000
116	Portway, Fish House Road/Pennsylvania Avenue, CR 659	New Jersey Department of Transportation	NJ: New Jersey	\$29,150,000	\$3,000,000	\$32,150,000
117	Paulsboro Marine Terminal Project.	South Jersey Port Corporation	NJ: New Jersey	\$60,000,000	\$40,000,000	\$100,000,000

**U.S Department of Transportation
FY 2019 INFRA Project Applications**

#	Project Name	Applicant Organization	State	INFRA Request	Estimated Non-Federal Funding	Estimated Project Cost
118	Sunport Economic Investment District	Bernalillo County	NM: New Mexico	\$72,100,000	\$72,400,000	\$144,500,000
119	US 64/87 Rehabilitation/Reconstruction	New Mexico Department of Transportation	NM: New Mexico	\$97,006,200	\$32,335,400	\$161,677,000
120	Borderland Expressway: Improvements to New Mexico State Highways 404 & 213	New Mexico Department of Transportation	NM: New Mexico	\$32,000,000	\$18,000,000	\$60,000,000
121	US 285 Corridor Improvements	New Mexico Department of Transportation	NM: New Mexico	\$69,000,000	\$23,000,000	\$115,000,000
122	Los Lunas I-25 Interchange & East-West Corridor	Village of Los Lunas	NM: New Mexico	\$12,500,124	\$5,730,411	\$20,859,383
123	I-80 Corridor, Vista Boulevard to USA Parkway Project	Nevada Department of Transportation	NV: Nevada	\$200,000,000	\$87,500,000	\$355,000,000
124	US 93 Passing Lanes Project Phase 1	Nevada Department of Transportation	NV: Nevada	\$5,894,424	\$5,894,424	\$11,788,848
125	I-15/Tropicana Interchange Improvements Project	Nevada Department of Transportation	NV: Nevada	\$60,000,000	\$137,300,000	\$197,300,000
126	Network of Projects under New York City's Freight NYC Initiative	City of New York	NY: New York	\$38,400,000	\$25,600,000	\$64,000,000
127	Rehabilitation of the Brooklyn-Queens Expressway	New York City Department of Transportation	NY: New York	\$200,000,000	\$483,500,000	\$2,417,500,000
128	Hunts Point Interstate Access Improvement Project	New York State Department of Transportation	NY: New York	\$100,000,000	\$681,000,000	\$1,734,000,000
129	Van Wyck Expressway Capacity and Access Improvements to JFK Airport	New York State Department of Transportation	NY: New York	\$100,000,000	\$443,000,000	\$1,202,400,000
130	I-95 Infrastructure Reconstruction	New York State Thruway Authority	NY: New York	\$40,000,000	\$92,000,000	\$132,000,000
131	Western Hills Viaduct Replacement Project	City of Cincinnati	OH: Ohio	\$143,370,000	\$60,750,000	\$243,000,000
132	Ohio's Logistics Interchange I-70/SR-29	Mid-Ohio Regional Planning Commission	OH: Ohio	\$7,500,000	\$4,350,000	\$14,100,000
133	Irishtown Bend M-90 Corridor Bank Stabilization	Northeast Ohio Areawide Coordinating Agency	OH: Ohio	\$15,618,960	\$16,256,470	\$31,875,430
134	Unlocking Eastern Ohio's Gateway to Growth	Ohio Department of Transportation	OH: Ohio	\$8,448,162	\$2,816,055	\$14,080,271
135	Appalachian Opportunity Corridor, Ohio SR 32	Ohio Department of Transportation	OH: Ohio	\$47,772,287	\$21,581,087	\$95,544,575
136	Columbus Crossroads Phase 4	Ohio Department of Transportation	OH: Ohio	\$40,000,000	\$60,170,000	\$216,500,000
137	U.S. Route 30 Freeway Extension	Regional Transportation Improvement Project (RTIP)	OH: Ohio	\$54,000,000	\$63,000,000	\$117,000,000
138	Ohio's I-71 36/37 Interchange	Village of Sunbury	OH: Ohio	\$20,000,000	\$31,350,000	\$51,350,000
139	US-81 Realignment	Oklahoma Department of Transportation	OK: Oklahoma	\$123,188,000	\$76,090,000	\$254,980,000
140	Lake County Railroad Rehabilitation	County of Lake - Lake County Railroad	OR: Oregon	\$5,600,000	\$5,005,000	\$10,605,000
141	I-205/Abernethy Bridge: A Resilient Future Solutions for Safety, Reliability, and Economic Vitality	Oregon Department of Transportation	OR: Oregon	\$155,638,790	\$57,179,597	\$259,397,984
142	US 97 Bend North Corridor Project	Oregon Department of Transportation	OR: Oregon	\$66,700,000	\$104,300,000	\$171,000,000
143	Port of Brookings Harbor-Docks, Surfaces Repair	Port of Brookings Harbor	OR: Oregon	\$5,200,000	\$3,470,000	\$8,670,000
144	Gateway 228 Capacity & Safety Improvements - Final Segments	County of Butler	PA: Pennsylvania	\$68,064,865	\$28,439,802	\$145,708,677
145	Southport Wharf Development and Port Expansion	Philadelphia Regional Port Authority	PA: Pennsylvania	\$35,000,000	\$71,710,000	\$106,710,000
146	Puerto Rico's Critical Freight and Commuter Connections	Autoridad de Carreteras Y Transportacion	PR: Puerto Rico	\$34,500,000	\$80,400,000	\$114,900,000
147	Transforming the Providence I-95 Northbound Viaduct	Rhode Island Department of Transportation	RI: Rhode Island	\$75,000,000	\$52,292,000	\$250,000,000
148	Rock Hill SC I-77 Interchange Creation	City of Rock Hill	SC: South Carolina	\$25,000,000	\$25,000,000	\$50,000,000
149	Safety, Capacity and Railroad Bridge Upgrades to SC 246	Greenwood County	SC: South Carolina	\$36,000,000	\$12,000,000	\$60,000,000
150	Camp Hill Industrial Corridor Construction	SC Department of Commerce Division of Public Railways	SC: South Carolina	\$50,000,000	\$74,700,000	\$124,700,000
151	I-73 in SC	South Carolina Department of Transportation	SC: South Carolina	\$348,000,000	\$208,000,000	\$580,000,000
152	South Carolina Ports Authority Container Barge Operation	South Carolina State Ports Authority	SC: South Carolina	\$56,800,000	\$37,900,000	\$94,700,000
153	I-90 Reconstruction Project	South Dakota Department of Transportation	SD: South Dakota	\$36,055,393	\$12,018,464	\$60,092,322
154	US/14/US83/SD 34 Missouri River Bridge	South Dakota Department of Transportation	SD: South Dakota	\$27,700,000	\$12,221,000	\$46,228,000
155	I-90 LaCrosse Street Interchange	South Dakota Department of Transportation	SD: South Dakota	\$7,080,000	\$2,360,000	\$11,800,000
156	I-69 Corridor	Tennessee Department of Transportation	TN: Tennessee	\$48,720,000	\$174,964,987	\$243,600,000

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**U.S Department of Transportation
FY 2019 INFRA Project Applications**

#	Project Name	Applicant Organization	State	INFRA Request	Estimated Non-Federal Funding	Estimated Future Eligible Project Cost
157	I-65 Davidson, Robertson, and Sumner Counties	Tennessee Department of Transportation	TN: Tennessee	\$74,370,075	\$148,740,150	\$297,480,300
158	West End Intermodal Cargo Complex	Board of Trustees of the Galveston Wharves	TX: Texas	\$9,480,000	\$8,059,895	\$17,539,895
159	US 59 (Future IH-69W) Corridor	City of Laredo	TX: Texas	\$41,977,824	\$142,033,235	\$247,636,536
160	Anzalduas Land Port of Entry Expansion Project	City of McAllen	TX: Texas	\$25,000,000	\$24,590,267	\$53,690,267
161	Pharr International Bridge Project	City of Pharr	TX: Texas	\$13,000,000	\$19,500,000	\$32,500,000
162	North Texas MOVE5, Phase 1B	North Central Texas Council of Governments	TX: Texas	\$56,000,000	\$44,000,000	\$105,000,000
163	IH 30 Rockwall County - Lake Ray Hubbard Bridge	North Central Texas Council of Governments	TX: Texas	\$100,000,000	\$64,405,016	\$214,025,080
164	North Texas Strategic National Highway System (NH5) Bridge Program	North Central Texas Council of Governments	TX: Texas	\$113,135,000	\$45,747,000	\$228,733,000
165	Multimodal Beaumont Corridor Expansion & Improvement Project	Port Beaumont Navigational District of Jefferson County, TX	TX: Texas	\$25,311,250	\$75,933,750	\$101,245,000
166	Suntide Unit Train Sidings and Rail Yard	Port of Corpus Christi Authority	TX: Texas	\$9,559,259	\$6,372,840	\$15,932,099
167	CommunityLinkHouston SH 35 Project	Texas Department of Transportation	TX: Texas	\$141,500,000	\$151,300,000	\$338,000,000
168	Revive35 San Antonio I-35 Northeast Expansion Project	Texas Department of Transportation	TX: Texas	\$154,000,000	\$426,000,000	\$1,006,000,000
169	24th Street Interchange	Utah Department of Transportation	UT: Utah	\$25,000,000	\$72,679,000	\$97,679,000
170	US-40 Climbing Lane	Utah Department of Transportation	UT: Utah	\$22,500,000	\$22,578,000	\$45,078,000
171	Freeman Avenue / Norfolk-Portsmouth Beltline (NPBL) Railroad Overpass	City of Chesapeake	VA: Virginia	\$10,132,500	\$10,132,500	\$20,265,000
172	Laskin Road Phase I-B	City of Virginia Beach	VA: Virginia	\$17,900,000	\$12,000,000	\$29,900,000
173	Richmond highway widening project	Fairfax County	VA: Virginia	\$80,000,000	\$170,401,186	\$366,501,186
174	I-64/Hampton Roads Bridge-Tunnel (HRBT) Expansion	Hampton Roads Planning District Commission (HRPDC)	VA: Virginia	\$150,000,000	\$3,412,371,789	\$3,562,371,789
175	US Route 15 Improvements with Railroad Overpass	Prince William County	VA: Virginia	\$40,306,249	\$0	\$51,435,249
176	Long Bridge Project	Virginia Department of Rail and Public Transportation	VA: Virginia	\$25,000,000	\$130,214,000	\$155,214,000
177	VDOT I-81 Improvements	Virginia Department of Transportation	VA: Virginia	\$49,400,000	\$98,300,000	\$188,100,000
178	I-89 and I-91 Northern New England Freight Corridor Upgrade	Vermont Agency of Transportation	VT: Vermont	\$64,518,838	\$21,506,279	\$107,531,397
179	Regional Beltway Connector	City of Union Gap	WA: Washington	\$15,560,000	\$3,590,000	\$17,950,000
180	Completing the Apple Capital Loop	City of Wenatchee	WA: Washington	\$118,887,524	\$125,251,344	\$244,138,868
181	North 1st Street Revitalization, Phase 2	City of Yakima	WA: Washington	\$11,474,940	\$7,649,960	\$19,124,900
182	Vintage Valley Parkway Project	City of Zillah	WA: Washington	\$6,380,000	\$2,265,583	\$10,644,850
183	Mill to Maritime Property Acquisition	Port of Everett	WA: Washington	\$15,500,000	\$12,200,000	\$27,700,000
184	Port of Longview Industrial Rail Corridor Expansion (IRCE) Project	Port of Longview	WA: Washington	\$48,800,000	\$31,900,000	\$80,700,000
185	Guemes Ferry Replacement Project	Skagit County	WA: Washington	\$10,000,000	\$7,500,000	\$18,500,000
186	Puget Sound Gateway Program	Washington State Department of Transportation	WA: Washington	\$89,700,000	\$1,799,400,000	\$1,897,100,000
187	New Culloden Interchange and Safety Improvements	KYOVA Interstate Planning Commission	WV: West Virginia	\$25,000,000	\$25,000,000	\$50,000,000
188	I-64 Widening - 29th Street to Guyandote River	West Virginia Department of Transportation	WV: West Virginia	\$54,000,000	\$36,000,000	\$90,000,000
189	WV 2 Proctor to Kent	West Virginia Department of Transportation	WV: West Virginia	\$48,000,000	\$32,000,000	\$97,000,000
190	Scott Miller Hill Bypass	West Virginia Department of Transportation	WV: West Virginia	\$25,200,000	\$16,800,000	\$42,000,000
191	I-80 High Priority Climbing Lanes	Wyoming Department of Transportation	WY: Wyoming	\$7,247,364	\$2,415,788	\$12,078,940
192	Bitter Creek Pavement Rehabilitation and Climbing Lane (I-80)	Wyoming Department of Transportation	WY: Wyoming	\$11,535,453	\$3,845,151	\$19,225,755
193	WY59 Capacity and Safety Improvements	Wyoming Department of Transportation	WY: Wyoming	\$17,705,015	\$5,901,672	\$29,508,359

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