

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

TENTATIVE AGENDA

- 1. CALL MEETING TO ORDER**
 - Pledge of Allegiance
 - Roll Call
 - Introduction of Guests and Port Staff
 - Modifications, Additions, and Changes to the Agenda
 - Declaration of Potential Conflicts of Interest

- 2. OATH OF OFFICE AND COMMISSIONER POSITIONS**

- 3. APPROVAL OF AGENDA - CONSENT ITEMS** **Page #**
 - A. Approved Minutes of Budget Hearing Meeting Tuesday, June 18, 2019..... 01
 - B. Approved Minutes of Regular Meeting Tuesday, June 18, 2019..... 02

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

- 5. MANAGEMENT REPORTS**
 - A. Financial Report – June 2019..... 07
 - B. Port Manager Report – June 2019..... 20
 - C. Harbormaster Report – June 2019..... 27

- 6. ACTION ITEMS**
 - A. Righetti Property..... 31
 - B. Ordinance No. 23 Live-aboard Amendment..... 34
 - C. Sealcoat Retail Parking Lot..... 37
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- 7. INFORMATION ITEMS**
 - A. Events Report..... 106

- 8. COMMISSIONER COMMENTS**

- 9. NEXT REGULAR MEETING DATE – August 20, 2019 6:00pm**

- 10. ADJOURNMENT**

**Port of Brookings Harbor
Budget Hearing Meeting Minutes
Tuesday, June 18, 2019 • 5:30 pm**

Davis called the meeting to order at 5:30 pm.

1. Pledge of Allegiance:

The board and audience stated the pledge of allegiance.

2. Call to Order and Roll Call:

Commissioners present: Secretary Joseph Speir, Chairman Roy Davis, Vice Chairman Richard Heap, and Treasurer Kenneth Range.

Staff present: Budget Officer Kim Boom, Port Manager Gary Dehlinger, and Administrative Assistant Danielle Shepard.

3. Approval of Agenda:

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

4. Presentation of Budget approved by Budget Committee – Budget Officer/Kim Boom:

Boom present the budget for fiscal year 2018-19 to the board.

There were no questions from the board.

5. Public Comments:

No public comments regarding the budget.

6. Adjournment:

Davis adjourned the meeting at 5:35 pm.

Joseph M Speir, Secretary

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

PORT OF BROOKINGS HARBOR
Regular Commission Meeting Minutes
Tuesday, June 18, 2019 • 6:00 pm

1. Call Meeting to Order:

Chairman Davis called the meeting to order at 6:00 pm.

Board and audience stated the pledge of allegiance.

Commissioners present: Secretary Joseph Speir, Chairman Roy Davis, Vice Chairman Richard Heap, and Treasurer Kenneth Range. Wesley Ferraccioli was absent.

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

Also present were members of the public and Matt with Curry Coastal Pilot.

There were no modifications, additions, or changes to the agenda. Nor were there any declaration of potential conflicts of interest.

2. Approval of Agenda:

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

3. Public Comments:

Daniel Fraser: regarding moorage waiting list and finds it hard to believe that all 500 slips are unavailable. Also regarding trash being relocated, believes putting the dumpster behind a locked gate is impeding the MARPOL law.

Sharon Hartung: commented on the fireworks that are taking place on the 4th of July, asking if we can donate the picnic area for the ambulance to be stationed at. *Webster* made it known that we will not be charging emergency services for being stationed down at the Port.

Peter Johnsson: regarding moorage, knows the Port doesn't sublease but what's the difference, there is no liability, knows its policy but asked the board to bend policy. Also, the Memorial event was great but the vendor rates were crazy. *Davis* informed him we are land owners and vendor prices are set through the coordinator of the event not the Port, the Port charges for the ground. Johnsson then went into that there are a bunch of derelict boats and unregistered, maybe follow up on those.

4. Consent Items:

A. Tuesday, May 21, 2019 Regular Meeting Minutes:

B. Tuesday, June 4, 2019 Special Meeting Minutes:

Heap made a motion to accept Consent items, Tuesday May 21 and Tuesday June 4 meeting minutes. Second by Range. Motion Passed 4-0.

5. Management Reports:

A. Financial Report – May 2019:

The board had no questions for *Dehlinger* regarding the Financial Report. *Heap* commented on derelict boats and his frustration how much money the Port is paying.

*Range made a motion to approve the financial report for May 2019.
Second by Speir. Motion passed 4-0.*

B. Port Manager Report – May 2019:

Range asked about the Dredge coming in, *Dehlinger* informed him that it is coming in tomorrow. *Range* also asked about the launch ramp restroom roof, *Dehlinger* directed that question to *Webster*, which *Davis* requested to be answered during the Harbormaster Report.

The board had no further questions for *Dehlinger* regarding the Manager's report.

Heap made a motion to approve the Port Managers Report. Second by Speir. Motion passed 4-0.

C. Harbormaster Report – May 2019:

Heap asked about the occupancy at the RV Park, *Webster* believes it's the shower and restrooms being closed. *Heap* asked about the violation tags and how the public is reacting, *Webster* stated that they have questions but are being really receptive to it.

The board had no further questions for *Webster* regarding the Harbormaster report.

Heap made a motion to approve the Harbormaster Report. Second by Speir. Motion passed 4-0.

Webster updated the board on the launch ramp restroom, that the rot is extensive, it will be over budget for time & material.

6. Action Items:

A. Righetti Property:

Ron Righetti gave a presentation to the board. Started by showing the board maps of the Righetti property boundary lines. Was leery on a trade, would like his 9 parking spots back, doesn't care where. Believes that the flooding issue needs to be resolved. The building can't move but the property line moved. Due to *Righetti* not being prepared the board agreed to move forward with the agenda and come back after item H.

At 6:47 pm reconvened back to Righetti. *Righetti* showed the board more maps. Is requesting parking spots. *Rice* if we hear a proposed solution then we know how to move forward. *Righetti* believes that there are two sets of numbers on the survey regarding the property lines, and suggested getting a surveyor to resurveyed the property and repaint the lines. *Range* wants a mutual surveyor. *Heap* wanted to see lines of the property. *Rice*

doesn't believe there are two lines and that it is just two numbers and asks for clarification on the two numbers.

B. Kathy's Corner Market Lease:

Dehlinger informed the board the lease is the same it's just changing ownership.

Heap made a motion to approve the lease with Kathy's Corner Market with the new owner of the business for three years with option of additional three years for the retail space at 16340 Lower Harbor Rd Suite 104 and portion of suite 103. Second by Range. Motion passed 4-0.

C. CPA Service Agreement:

Range made a motion to accept CPA Audit Engagement Letter for the Fiscal Year 2018-19 as presented. Second by Heap. Motion passed 4-0.

D. Resolution to Adopt FY Budget 2019-20:

Range made a motion to approve Resolution No. 525 Adopting FY 2019-20 Budget. Second by Speir. Motion passed 4-0.

E. Live-aboard Policy:

Speir made a motion to approve Port of Brookings Harbor Live-aboard Policy. Liveaboard policy to begin once Ordinance No. 23 takes effect. Second by Heap. Motion passed 4-0.

F. Ordinance No. 23 – Live-aboard:

Heap made a motion to approve the Ordinance No. 23. Second by Speir. Motion passed 4-0.

G. Account Write-Offs:

Speir made a motion to approve account write-off of Cheryl Clines, vessel Kanygo in the amount of \$1,585.36. Second by Range. Motion passed 4-0.

H. RV Park Conceptual Drawing Contract:

Dehlinger informed the board that because they wanted a mini-mart and motel type rooms the conceptual drawing contract has doubled, it also doubled to include the electrical and mechanical data. *Heap* suggested moving forward and then we can change the plan.

Heap made a motion to accept and approve Personal Services Agreement with Crow/Clay & Associates Inc. to develop RV Park conceptual project drawings not the exceed \$18,500 plus reimbursables. Second by Range. Motion passed 4-0.

7. Information Items:

A. Green Building Update:

Dehlinger updated the board that the asbestos tests came back clean and we plan on demoing the building, suggested a burn and learn or demo guys and to salvage some parts. *Heap* agreed to try to salvage any parts that we can from that building. *Davis* allowed some public comments regarding using the building for a burn and learn.

B. Trash Bins:

This was previously discussed but *Dehlinger* agreed he will look into the MARPOL Law. The board had no further questions.

C. Landscaping:

Dehlinger mentioned that we will be removing blind spots along Lower Harbor Road, and in the middle dividers, and will be replaced with rock landscape. Would also like to get a sidewalk along Lower Harbor Road. In Basin 2 we will be removing brush and trees from the slopes, which our engineer has recommended to do.

D. Retail Paint Color:

Range asked about using an airless spray painter, *Dehlinger* would prefer to use paint brushes and rollers due to over spray and how many cars we have in our parking lot. The board agreed to proceed forward with the color presented.

8. Commissioner Comments:

Range would like to see a long term plan for pot holes. Mentioned that all Ports have issues with fish carcasses and suggested to fillet at sea. Suggested writing a letter to fish and game Commissioners, asking to fillet at sea. *Heap* suggested he talks with the State and Feds regarding this when he is in San Diego tomorrow. *Davis* asked if the board wants to direct management to look into coolers for the carcasses, which *Dehlinger* has already looked into and we are looking at about \$11,000 to \$20,000. *Dehlinger* also informed the board that he has requested from DEQ to grind the fish and put it back into the river, but still waiting on a response.

Heap is going to San Diego, regarding a rebuilding plan for the salmon in the Klamath and Sacramento Rivers, hopefully plans will be ready by September, and will most likely get an update on the killer whales.

Davis let the board know that the following items are topics for the board to consider and possibly put onto an agenda, these items are reoccurring from the public. Cameras located in our basin 1 parking lot along with the launch ramp parking lot, and boat yard. Believes that the moorage waiting list just is not working. Land usage, if we were to clean all property without buildings on it, what would we do with it? Only about 30% of the land is developed. Thanked staff, and Travis for trying to keep the dust down in the boat yard. Coast Guard boat and believes the boat is unsalvageable, and suggested to have a museum take it.

9. Executive Session per ORS 192.660 (2)(e)(h):

- A. ORS 192.660 (2)(e) - to conduct deliberations with persons designated by the governing body to negotiate real property transactions and (h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.**

Davis adjourned into executive session at 7:51 pm, and reconvened back into regular session at 8:20 pm.

10. Next Regular Meeting Date – July 16, 2019, 6:00 pm

11. Adjournment:

Davis adjourned the meeting at 8:21 pm.

Secretary, Joseph Speir

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: July 16, 2019
RE: Month End Report of Financial Activities for June 2019
TO: Board of Commissioners
ISSUED BY: Gary Dehlinger, Port Manager

Cash Basis – June 2019

General Port Operations – Net Income \$20,126

- Operation Revenue \$249,085
- Operation Expenses \$228,959

Non-Operation – Net Income (\$53,220)

- Non-Operating Revenue (Tax Appropriations, Interest & Dividends, Inter-fund Transfers & Misc. Income) - \$147,072
- Non-Operating Expenses (FEMA & Grant Expenses & Loan Payments Expense, Inter-fund Transfers) - \$200,292

May 2019 – Net Income (33,094)

Breakdown of General Port Operations

BEACHFRONT RV PARK – Operating Net Income \$43,915

- Revenue \$57,964
- Expenses \$14,049

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

BOAT YARD – Operating Net Income \$3,523

- Revenue \$10,833
- Expenses \$7,310

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

COMMERCIAL / RETAIL LEASES – Operating Net Income \$28,679

- Revenue \$37,999
- Expenses \$9,320

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

FUEL DOCK – Operating Net Income \$3,044

- Revenue \$64,352
- Expenses \$61,308

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

MARINA/ADMINISTRATION – Operating Net Income (\$52,554)

- Revenue \$77,516
- Expenses \$136,853

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

PROPERTY GROUND USE – Operating Net Income \$301

- Revenue \$420
 - Expense \$119
-

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 \$8705

CAPITAL PROJECTS – NET POSITION (\$15,764)

- Revenue & Transfers \$300
- Expenses & Transfers \$15,411

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 (\$41,728)

- Revenue & Transfers \$61,777
- Expenses/Loan Payments *including principle & interest* \$103,505

USDA REVENUE BOND FUND – NET POSITION \$10,843

- Revenue & Transfers \$10,843
- Expenses & Transfers \$0.0

RESERVE FUND – NET POSITION \$8705

- Revenue & Transfers \$8705
 - Expenses & Transfers \$0
-

DOCUMENTS

- Financial Report, 2 pages
 - Fund Balance Report, 1 page
 - Finance Debt Monthly Report, 1 page
 - Profit & Loss, 4 pages
 - Profit & Loss Budget Performance, 2 pages
 - Check Register, 3 pages
-

COMMISSIONERS ACTION

Recommended Motion:

Motion to accept Financial Report as presented.



PORT of BROOKINGS HARBOR

FINANCE DEBT MONTHLY REPORT

Date: July 16, 2019
Period: June 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...\$300,024.40
 - X03004/Eureka Fishery-Property Improvement
PRINCIPAL BALANCE ...\$201,452.99 INTEREST BALANCE...\$184,140.93
 - 520139/Boardwalk
PRINCIPAL BALANCE ...\$60,695.20 INTEREST BALANCE...\$175,820.25
 - 525172/RV Park Improvement
PRINCIPAL BALANCE ...\$123,153.14 INTEREST BALANCE...\$136,670.57
 - 525176/Green Bldg.
PRINCIPAL BALANCE ...\$283,132.58 INTEREST BALANCE...\$227,824.54
 - 525181/Eureka Fishery-Property Purchase
PRINCIPAL BALANCE ...\$191,735.78 INTEREST BALANCE...\$342,242.90
 - L02001/Marine Fueling Dock
PRINCIPAL BALANCE ...\$184,202.48 INTEREST BALANCE...\$223,229.61
 - L02009/Cold Storage
PRINCIPAL BALANCE ...\$744,309.20 INTEREST BALANCE...\$938,317.54

 - IFA TOTAL PRINCIPLE BALANCE as of June 30, 2019...\$1,917,127.40
IFA TOTAL ACCURED INTEREST as of June 30, 2018...\$2,872,369.28

- Travelift - \$4659.00 paid to m2Lease
BALANCE...\$214,793.16

- 2018 Genie Reach Forklift - \$1464.71 paid to Umpqua Bank
BALANCE...\$84,050.44

- Land Purchase – Kyle Aubin paid \$72.00
BALANCE... \$15,192.00

3:02 PM
 07/09/19
 Cash Basis

Port of Brookings Harbor 6/30/19
Port of Brookings Harbor Profit & Loss
 June 2019

	Jun 19
Ordinary Income/Expense	
Income	
4100 · MARINA/ADMINISTRATION	
4110 · Returned Check Charges	50.00
4120 · Finance Charges/Income	289.62
4125 · Administrative Fees	333.36
4130 · Boat Launch	880.00
4132 · Annual Parking Pass	300.00
4135 · Storage	7,585.66
4140 · Other Revenue	420.81
4300 · MOORAGE	
4310 · Commercial Slip Rent	8,675.10
4320 · Recreational Slip Rent	53,678.80
4325 · Transient	1,931.65
4330 · Liveaboard	900.00
4340 · Moorage Electric	2,471.37
Total 4300 · MOORAGE	67,656.92
Total 4100 · MARINA/ADMINISTRATION	77,516.37
4200 · COMMERCIAL RETAIL	
4210 · Commercial Retail Lease	36,037.86
4211 · CR/ Electric	203.63
4212 · CR/ Water	138.00
4214 · CR/ Sewer	461.46
4222 · CPI-U	1,158.21
Total 4200 · COMMERCIAL RETAIL	37,999.16
4400 · RV PARK	
4410 · Space Rental	57,659.00
4450 · Wood Sales	235.00
4470 · Misc Purchases & Sales	70.00
Total 4400 · RV PARK	57,964.00
4500 · FUEL SALES	
4506 · DIESEL	56,995.76
4510 · GAS	6,234.18
4515 · OTHER FUEL SALES	1,122.20
Total 4500 · FUEL SALES	64,352.14
4600 · BOATYARD	
4630 · Other Services & Sales	874.87
4635 · Travel Lift Haul Out	6,248.54
4645 · Telehandler	840.00
4655 · Yard Days	2,869.64
Total 4600 · BOATYARD	10,833.05
4900 · PROPERTY GROUND USE	
4910 · Grounds Use Fee	420.00
Total 4900 · PROPERTY GROUND USE	420.00
Total Income	249,084.72
Gross Profit	249,084.72
Expense	
5000 · PERSONNEL SERVICES/PAYROLL	
5010 · WAGES & SALARIES	
5012 · OFFICE STAFF	
5014 · Salary/Port Manager	6,058.08
5016 · Wages/Port Office	10,129.50
5018 · Wages/RV Park	2,669.55
Total 5012 · OFFICE STAFF	18,857.13
5020 · OPERATIONS STAFF	

3:02 PM

07/09/19

Cash Basis

Port of Brookings Harbor 6/30/19
Port of Brookings Harbor Profit & Loss
 June 2019

	Jun 19
5021 · Wages/Boatyard	686.58
5022 · Wages/Comm Retail	62.66
5023 · Wages/Fuel Dock	519.03
5026 · Wages/Marina	16,150.28
5026 · Wages/RV Park	296.20
Total 5020 · OPERATIONS STAFF	17,714.75
5040 · OVERTIME	
5042 · OFFICE/OVERTIME	
5044 · Overtime/Port Office	449.04
5046 · Overtime/RV Park Office	118.17
Total 5042 · OFFICE/OVERTIME	567.21
5050 · OPERATIONS/OVERTIME	
5051 · Overtime/Boatyard	20.42
5053 · Overtime/Fuel Dock	18.54
5055 · Overtime/Marina	269.21
Total 5050 · OPERATIONS/OVERTIME	308.17
Total 5040 · OVERTIME	875.38
Total 5010 · WAGES & SALARIES	37,447.26
5060 · EMPLOYEE COSTS & BENEFITS	
5062 · Sick Leave Benefit	27.88
5064 · Paid Holidays	1,268.72
5065 · Jury Duty	122.48
5068 · Vacation	874.44
5070 · Payroll Taxes	4,291.86
5074 · Personal Vehicle Allowance	800.00
5090 · SEP Retirement	
5092 · Port Manager	665.80
5094 · Office	1,196.41
5096 · Operations	1,516.20
Total 5090 · SEP Retirement	3,378.41
Total 5060 · EMPLOYEE COSTS & BENEFITS	10,363.79
5076 · Health Care and Dental	6,512.40
Total 5000 · PERSONNEL SERVICES/PAYROLL	54,323.45
6001 · ADVERTISING & NOTIFICATIONS	
6002 · Marketing & Advertising	436.50
6004 · Legal Notices	977.41
Total 6001 · ADVERTISING & NOTIFICATIONS	1,413.91
6100 · REPAIRS & MAINTENANCE	
6110 · Maintenance & Repairs	20,871.46
6115 · Services & Supplies	18,719.03
6120 · Landscaping & Beautification	1,866.00
6125 · Tools & Equipment Purchases	2,397.54
6135 · Security Contract	4,053.00
6145 · Electrical Contract	170.00
Total 6100 · REPAIRS & MAINTENANCE	48,077.03
6150 · FUEL purchased for resale	57,585.84
6200 · UTILITIES	
6210 · Telecommunications	769.30
6220 · Electric	6,999.65
6230 · Water	1,032.08
6240 · Sanitary	3,911.60
6250 · Waste Management	9,215.27
6260 · Cable TV	498.65

Port of Brookings Harbor 6/30/19
Port of Brookings Harbor Profit & Loss
 June 2019

	Jun 19
Total 6200 · UTILITIES	22,426.53
6300 · OFFICE EXPENSE	
6315 · Office Services & Supplies	2,036.92
6320 · Leased Equipment(Incl'g copier)	1,498.43
6330 · Dues, Subs & Pubs	492.00
6345 · Postage	228.39
Total 6300 · OFFICE EXPENSE	4,255.74
6350 · BANK SERVICE & FINANCE FEES	
6335 · Merchant Services Fees	2,986.89
6360 · Bank Service Charge/Fees	0.15
Total 6350 · BANK SERVICE & FINANCE FEES	2,987.04
6400 · TRAINING & TRAVEL	
6425 · Mileage Reimbursement	172.09
Total 6400 · TRAINING & TRAVEL	172.09
6500 · PERMITS, LICENSES, TAXES & MISC	
6510 · Conferences/Education/Meetings	804.48
6515 · Election Expense	3,400.48
6545 · Taxes-Property	16.56
6575 · Permits & Licenses	250.00
6500 · PERMITS, LICENSES, TAXES & MISC - Other	9,560.00
Total 6500 · PERMITS, LICENSES, TAXES & MISC	14,031.52
6800 · INSURANCE; PROP & CAS, BOND	
6810 · Port Self Insurance	575.00
6800 · INSURANCE; PROP & CAS, BOND - Other	1,415.60
Total 6800 · INSURANCE; PROP & CAS, BOND	1,990.60
6900 · PROFESSIONAL FEES	
6920 · Audit	14,250.00
6925 · Consultants	1,905.00
6935 · Legal	4,256.00
6945 · IT Support/Services	987.67
6955 · Payroll Administration Fee	296.15
Total 6900 · PROFESSIONAL FEES	21,694.82
Total Expense	228,958.57
Net Ordinary Income	20,126.15
Other Income/Expense	
Other Income	
7000 · PROPERTY TAX	
7010 · Previously Levied Tax	500.37
7020 · Current Tax Levy	6,281.54
Total 7000 · PROPERTY TAX	6,781.91
7100 · INTEREST & DIVIDENDS INCOME	1.00
7170 · Sale of Assets	43,524.00
7830 · To General from Capital Project	15,441.24
7832 · To Capital Project from General	
7834 · To Reserve Fund from General	8,704.80
7838 · To USDA Bond Fund from General	10,843.00
7838 · To Debt Service from General	61,775.91
Total Other Income	147,071.86
Other Expense	
8200 · GRANT EXPENSES	
8215 · MAP Grant	22.02
Total 8200 · GRANT EXPENSES	22.02

3:02 PM
07/09/19
Cash Basis

Port of Brookings Harbor 6/30/19
Port of Brookings Harbor Profit & Loss
June 2019

	<u>Jun 19</u>
8400 · DEBT SERVICE FUND	
8410 · Principal	
2236P · Property Purch-Kyle Aubin Prin.	72.00
8443P · 50 BFMII Travelift Principal	3,656.01
8444P · 2018 Genie Forklift Principal	1,025.15
Total 8410 · Principal	<u>4,753.16</u>
8420 · IFA PRINCIPAL	
2256P · OBDD #520139/Boardwalk Prin	3,793.46
2257P · OBDD #525172/RV Park Prin.	3,420.92
2258P · OBDD #525176/Green Bldg Prn	6,024.09
2259P · OBDD #525181/EurekaFish Prn	3,912.98
2261P · SPWF #L02009/Cold Strg Prin	19,084.86
2264P · SPWF L98004/Dock Impr Prin	51,125.04
2265P · SPWF L02001/MarineFuel Dock Prn	5,262.92
2266P · SPWF X03004/Eureka Fishery Prin	4,684.93
Total 8420 · IFA PRINCIPAL	<u>97,309.20</u>
8430 · Paid Interest	
8443I · 50 BFMII Travelift Interest	1,002.99
8444I · 2018 Genie Forklift Interest	439.56
Total 8430 · Paid Interest	<u>1,442.55</u>
Total 8400 · DEBT SERVICE FUND	<u>103,504.91</u>
8830 · From Capital Project to General	15,441.24
8834 · From General to Reserve Fund	8,704.80
8836 · From General to USDA Bond Fund	10,843.00
8838 · From General to Debt Service	61,775.91
Total Other Expense	<u>200,291.88</u>
Net Other Income	<u>-53,220.02</u>
Net Income	<u><u>-33,093.87</u></u>

**Port of Brookings Harbor 6/30/19
Profit & Loss Budget Performance**

Cash Basis

July 2018 through June 2019

	Jul '18 - Jun 19	Budget	% of Budget
Ordinary Income/Expense			
Income			
4100 · MARINA/ADMINISTRATION	751,988.40	620,400.00	121.2%
4200 · COMMERCIAL RETAIL	603,256.01	622,700.00	96.3%
4400 · RV PARK	697,682.61	676,349.00	103.7%
4500 · FUEL SALES	822,977.92	458,516.00	135.9%
4600 · BOATYARD	96,160.15	104,437.00	92.1%
4900 · PROPERTY GROUND USE	7,649.00	5,000.00	153.0%
Total Income	2,579,614.09	2,287,402.00	112.8%
Gross Profit	2,579,614.09	2,287,402.00	112.8%
Expense			
5000 · PERSONNEL SERVICES/PAYR...	540,566.74	655,249.61	82.5%
6001 · ADVERTISING & NOTIFICATIONS	14,126.22	12,169.00	116.1%
6100 · REPAIRS & MAINTENANCE	314,647.34	312,593.29	100.7%
6150 · FUEL purchased for resale	557,009.62	373,643.00	149.1%
6200 · UTILITIES	269,607.01	280,891.00	96.0%
6300 · OFFICE EXPENSE	51,806.63	48,004.00	107.9%
6350 · BANK SERVICE & FINANCE FEES	32,418.64	25,803.95	125.6%
6400 · TRAINING & TRAVEL	2,691.32	2,726.00	98.8%
6500 · PERMITS, LICENSES, TAXES & ...	35,019.54	19,062.95	183.7%
6585 · HARBOR RFPD SERVICE		15,000.00	
6600 · BAD DEBT		6,482.00	
6800 · INSURANCE; PROP & CAS, BO...	94,918.60	101,299.16	93.7%
6900 · PROFESSIONAL FEES	105,802.82	125,921.00	84.0%
Total Expense	2,018,614.48	1,978,743.96	102.0%
Net Ordinary Income	560,999.61	308,658.04	181.8%
Other Income/Expense			
Other Income			
7000 · PROPERTY TAX	235,810.71	222,504.00	106.0%
7100 · INTEREST & DIVIDENDS INCOME	8,924.29	3,168.50	281.7%
7110 · MISC INCOME	24,455.97	31,384.00	77.9%
7170 · Sale of Assets	43,824.00	184,000.00	23.8%
7200 · GRANT REVENUES	47,659.98	321,760.86	14.8%
7400 · HMGP-FEMA & GRANTS REVENUE	619,370.77	4,275,868.00	14.5%
7830 · To General from Capital Project	648,875.35	956,700.00	67.8%
7832 · To Capital Project from General	734,316.28	956,700.00	76.8%
7834 · To Reserve Fund from General	21,545.18	25,000.00	86.2%
7836 · To USDA Bond Fund from General	167,313.00	168,120.00	99.5%
7838 · To Debt Service from General	467,186.53	471,549.00	99.1%

**Port of Brookings Harbor 6/30/19
Profit & Loss Budget Performance**

Cash Basis

July 2018 through June 2019

	Jul '18 - Jun 19	Budget	% of Budget
Total Other Income	3,022,682.94	7,616,754.36	39.7%
Other Expense			
7600 · OPERATING CONTINGENCY		127,773.00	
7700 · CAPITAL OUTLAYS	16,736.55	49,433.82	33.9%
8100 · FEMA EXPENSES		15,000.00	
8200 · GRANT EXPENSES	46,794.44	433,962.61	10.8%
8300 · HMGP-FEMA & GRANTS EXPENSE	774,356.55	2,742,310.00	28.2%
8400 · DEBT SERVICE FUND	422,139.64	471,549.00	89.5%
8600 · USDA REVENUE BOND	130,120.00	130,120.00	100.0%
8830 · From Capital Project to General	648,675.35	956,700.00	67.8%
8832 · From General to Capital Project	734,316.28	956,700.00	76.8%
8834 · From General to Reserve Fund	21,545.18	25,000.00	86.2%
8836 · From General to USDA Bond Fund	167,313.00	168,120.00	99.5%
8838 · From General to Debt Service	467,186.53	521,549.00	89.6%
Total Other Expense	3,429,183.52	6,598,217.43	52.0%
Net Other Income	-406,500.58	1,018,536.93	-39.9%
Net Income	154,499.03	1,327,194.97	11.6%

Port of Brookings Harbor 6/30/19
Check Registers

June 1, 2019 to June 30, 2019

Type	Date	Num	Name	Memo	Original Amount	Paid Amount
1001 - CASH & CASH EQUIVALENTS						
1002 - General Funds Cig Unexp						
3434						
Bill Pmt-Check	06/05/2019	3434	Initial	8744861 Checks for General Fund	-644.84	-644.84
Check	06/05/2019	3434	US Bank Sep-IRA	Employer Contribution - 06/05/2019 ConfirmationSPQ8-K8S1J	-332.90	-332.90
Check	06/07/2019	3434	Initial	8744861 Check Envelopes for General Fund	-128.13	-128.13
Check	06/19/2019	3434	US Bank Sep-IRA	Employer Contribution - 06/19/2019 ConfirmationP717G-BL7ZY	-332.90	-332.90
Check	06/19/2019	3434	Custom	CUSTOMER # 7817282 FUEL PURCHASES	-9,978.81	-9,978.81
Check	06/05/2019	3434	Edward Jones	Employer Contribution - 06/05/2019 ConfirmationSPQ3-K7VNS	-127.82	-127.82
Check	06/05/2019	3434	Edward Jones	Employer Contribution - 06/05/2019 ConfirmationSPQ3-K8S1J	-180.47	-180.47
Check	06/05/2019	3434	Edward Jones	Employer Contribution - 06/05/2019 ConfirmationSPQ3-K8S1J	-158.37	-158.37
Check	06/05/2019	3434	Edward Jones	Employer Contribution - 06/05/2019 ConfirmationSPQ3-K8S1J	-128.21	-128.21
Check	06/05/2019	3434	Edward Jones	Employer Contribution - 06/05/2019 ConfirmationSPQ3-K8S1J	-184.76	-184.76
Check	06/05/2019	3434	Edward Jones	Employer Contribution - 06/05/2019 ConfirmationSPQ3-K8S1J	-142.23	-142.23
Check	06/05/2019	3434	Edward Jones	Employer Contribution - 06/05/2019 ConfirmationSPQ3-K8S1J	-157.20	-157.20
Check	06/05/2019	3434	Edward Jones	Employer Contribution - 06/05/2019 ConfirmationSPQ3-K8S1J	-284.00	-284.00
Check	06/05/2019	3434	Edward Jones	Employer Contribution - 06/05/2019 ConfirmationSPQ3-K8S1J	-415.41	-415.41
Check	06/05/2019	3434	Edward Jones	Employer Contribution - 06/05/2019 ConfirmationSPQ3-K8S1J	-840.65	-840.65
Check	06/05/2019	3434	Edward Jones	Employer Contribution - 06/05/2019 ConfirmationSPQ3-K8S1J	-140.83	-140.83
Check	06/03/2019	3434	Elevon	MAY 2019 MERCHANT SERVICE FEE ACCT8318	-1,159.10	-1,159.10
Check	06/03/2019	3434	Elevon	MAY 2019 MERCHANT SERVICE FEE ACCT8318	-748.31	-748.31
Check	06/03/2019	3434	Elevon	MAY 2019 MERCHANT SERVICE FEE ACCT8318	-8,839.82	-8,839.82
Check	06/14/2019	3434	ADP	ADP	-166.56	-166.56
Check	06/14/2019	3434	ADP	ADP	-115.31	-115.31
Check	06/19/2019	3434	Edward Jones	Employer Contribution - 06/19/2019 ConfirmationP717G-BL8B5	-187.24	-187.24
Check	06/19/2019	3434	Edward Jones	Employer Contribution - 06/19/2019 ConfirmationP717G-BL8B5	-153.83	-153.83
Check	06/19/2019	3434	Edward Jones	Employer Contribution - 06/19/2019 ConfirmationP717G-BL8B5	-128.89	-128.89
Check	06/19/2019	3434	Edward Jones	Employer Contribution - 06/19/2019 ConfirmationP717G-BL8B5	-187.72	-187.72
Check	06/19/2019	3434	Edward Jones	Employer Contribution - 06/19/2019 ConfirmationP717G-BL8B5	-141.80	-141.80
Check	06/19/2019	3434	Edward Jones	Employer Contribution - 06/19/2019 ConfirmationP717G-BL8B5	-142.86	-142.86
Check	06/28/2019	3434	ADP	ADP	-284.00	-284.00
Check	06/14/2019	3434	ADP	ADP	-131.69	-131.69
Check	06/17/2019	3434	ADP	ADP	-270.00	-270.00
General Journal	06/05/2019			Rec 06/05/2019 payroll	-15,172.35	-15,172.35
General Journal	06/14/2019			Pay No 148870 SPWV REQ #15 Post of Brookings Harbor L16010 VP070600	14,518.00	14,518.00
General Journal	06/07/2019			To transfer to Debt Service Fund LGIP for Travel Pmt	-4,639.00	-4,639.00
General Journal	06/07/2019			To transfer to Debt Service Fund LGIP for Telephone Pmt	-1,484.71	-1,484.71
General Journal	06/07/2019			To transfer to Debt Service Fund LGIP for 2nd QTR IFA 2019 Pmt	-20,833.00	-20,833.00
General Journal	06/19/2019			Rec 06/19/2019 payroll	-16,273.71	-16,273.71
General Journal	06/22/2019			Rec 06/22/2019 payroll	-8,780.89	-8,780.89
General Journal	06/22/2019			Rec 06/22/2019 payroll	-8,387.78	-8,387.78
General Journal	06/07/2019			JUNE Lease Pmt	923.24	923.24
Check	06/01/2019	9234	Reggie Credit Union	ACCT# 30549 Stash Bank Data 9/22/18-9/22/19	-10,843.00	-10,843.00
Check	06/01/2019	9234	Anchor Lock & Key	SPARE COPIES OF CONFERENCE / MEETING ROOM KEYS	-8,189.85	-8,189.85
Check	06/01/2019	9234	Aquarius Environmental, LLC	Prepares 12002 Industrial Permit Stormwater Pollution Control Plan	-8,560.00	-8,560.00
Check	06/01/2019	9234	Cox-Curry Electric Cooperative, Inc.	ACCT # 87601 Electrical Service	-4,999.85	-4,999.85
Check	06/01/2019	9234	Engineering Resource Services LLC	Final Report for Demolition for Green Bldg	-1,070.00	-1,070.00
Check	06/01/2019	9234	Federal Industrial Supplies	Account No ORBRK0013 Toilettes & Supplies	-2,366.28	-2,366.28
Check	06/01/2019	9241	Gold Beach Lumber Yard, Inc.	Account #778 Hardware Supplies	-4,205.37	-4,205.37
Check	06/01/2019	9241	Oregon PERS	ER No. 08147 Invoice#1138114 7/1/2018-6/30/2019 Administration Fee	-42.00	-42.00
Check	06/01/2019	9242	Sheddman Electric, Inc.	SEWER ALARM TO MONITOR LEVELS FOR LAUNCH AND RETAIL BUSINESS AREAS	-565.85	-565.85
Check	06/01/2019	9243	Kerry Ace Hardware Inc	Customer#82 Hardware Supplies	-885.00	-885.00
Check	06/03/2019	9243	Plumas Sanitary District	MAY 17 2019 Sanitary Bill	-3,911.60	-3,911.60
Check	06/03/2019	9243	Plumas Sanitary District	MAY 17 2019 Sanitary Bill	-110.00	-110.00
Check	06/03/2019	9245	BLMART	Account# 18511481 Detergent Wipes & Supplies	-47.25	-47.25
Check	06/03/2019	9245	Goeman Electric, Inc.	SZ2018-Refused a 30A outside in side #66 at RV Park.	-13.96	-13.96
Check	06/03/2019	9248	O'Leary Auto Parts	Account#26058588 Automotive Supplies	-34.25	-34.25
Check	06/03/2019	9249	Harbor Logging Supply, Inc.	860 OXYGEN EXCHANGE & Pins for Travelift repairs	-696.17	-696.17
Check	06/03/2019	9250	Harbor View Windows, Heating & Air	Repair to unit at WhakesYal Candy 5/23/2019	-250.00	-250.00
Check	06/04/2019	9251	Oregon Secretary of State	Filing Fee Fiscal Year ending June 30, 2018	-4,053.00	-4,053.00
Check	06/04/2019	9252	South Coast Knight Security	Paid for MAY 2019	-1,430.00	-1,430.00
Check	06/04/2019	9253	Brand Media	Audio-Video Project for Conference Room	-2,114.00	-2,114.00
Check	06/11/2019	9254	Brookings Signs & Graphics	MARINA RULES SIGNS FOR RAMPS IN BASIN 1 AND BASIN 2	-381.24	-381.24
Check	06/11/2019	9254	C.J. Hurman CPA, P.C.	Final Billing for Audit ending June 30, 2019	-8,000.00	-8,000.00
Check	06/11/2019	9255	Crunk's Heating & Refrigeration	WHALES TAIL HVAC CHECK AND FULL SERVICE	-1,032.06	-1,032.06
Check	06/11/2019	9257	Crunk's Heating & Refrigeration	4700 - 5200 SERVICE/WATER BL	-33.99	-33.99
Check	06/11/2019	9258	Harbor Water District P.U.D.	CHANGE HYDRAULIC FILTERS AND OIL ON TRAVELIFT (EQ# 4865)	-977.41	-977.41
Check	06/11/2019	9259	Quill Corporation	ACCT# 818190 Curry Coastal Print - Notices	-1,063.02	-1,063.02
Check	06/11/2019	9261	Western Communications	Copier Leases and Maintenance	-87.85	-87.85
Check	06/11/2019	9262	Xerox Capital Services, LLC	Sharpened 2 chains and purchased 2 new chains for chainsaw	-803.81	-803.81
Check	06/11/2019	9263	Curry Equipment	Customer No. ORBRK0013	-334.00	-334.00
Check	06/11/2019	9264	Federal Industrial Supplies	INSTALLATION OF PORT LOGO AND EQUIP PFS ON CARTS & SIGNS FOR DOCK LETTERS TO GO	-40.00	-40.00
Check	06/11/2019	9265	In-Motion Graphics and Design, LLC	Year End Clean up of Outstanding Customer Credits - Refund Check Issued	-127.78	-127.78
Check	06/11/2019	9266	Mathews, Dave	Year End Clean up of outstanding Customer Credits - Refund Check Issued	-4,000.00	-4,000.00
Check	06/11/2019	9267	Julian, Ethan	ACCT# 8006-98 ORIENT CARD#86583	-7,328.09	-7,328.09
Check	06/11/2019	9268	Rogue Credit Union	PART OIL#131 POWERHEAD NEED WASH & PRESSURE WASHER, NOSE AND NOZZLE	-20.00	-20.00
Check	06/17/2019	9269	S-H Excretion, LLC	Account #26046-3434-081 Trash Dumpsters	-8,270.27	-8,270.27
Check	06/17/2019	9271	Anchor Lock & Key			
Check	06/17/2019	9271	Curry Transfer & Recycling			

Port of Brookings Harbor 6/30/19
Check Registers

June 1, 2019 to June 30, 2019

Type	Date	Num	Name	Memo	Original Amount	Paid Amount
BM Pmt-Check	06/17/2019	9273	Del-Car Supply Co-op	HOLDING TANK FOR WATER - TRAVELIFT CATCH BASIN	-313.11	-313.11
BM Pmt-Check	06/17/2019	9274	Engineering Resource Services LLC	Dredging Survey for building between Fish Station and Pacific Ocean Harvesters	-435.00	-435.00
BM Pmt-Check	06/17/2019	9275	Federal Industrial Suppliers	Customer No. ORRR00013 Toolbits & Supplies	-1,556.68	-1,556.68
BM Pmt-Check	06/17/2019	9276	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Supplies	-23.97	-23.97
BM Pmt-Check	06/17/2019	9277	Gowman Electric, Inc.	Electrical Repairs for June 2019	-170.00	-170.00
BM Pmt-Check	06/17/2019	9278	Hansen Logging Supply, Inc.	Straps to secure TP in bedrooms. Angle iron for piling hoops &	-857.18	-857.18
BM Pmt-Check	06/17/2019	9279	John Veldhuis B Portable Welding	PULING HOOPS - FABRICATION	-787.50	-787.50
BM Pmt-Check	06/17/2019	9280	Kerr's Ace Hardware Inc	Account #556 Hardware Supplies	-680.73	-680.73
BM Pmt-Check	06/17/2019	9281	OR-Jolly Auto Parts	Account #556 Hardware Supplies	-152.99	-152.99
BM Pmt-Check	06/17/2019	9282	ORRCC	Removal of all spent & used oil	-721.45	-721.45
BM Pmt-Check	06/17/2019	9283	Quil Corporation	ACCT#1832158 Office Supplies	-945.00	-945.00
BM Pmt-Check	06/17/2019	9284	Roto Router	2940-522445-001 Post-Approties	-6,512.40	-6,512.40
BM Pmt-Check	06/17/2019	9285	Spec Dist Assoc of OR- Healthcare	Customer # 03-0018414 - HEALTHCARE PREMIUM	-575.00	-575.00
BM Pmt-Check	06/18/2019	9286	Lewis Industries LLC	Repair to Damaged Vessel owned by Kevin Holden	-4,250.00	-4,250.00
BM Pmt-Check	06/18/2019	9287	Black Rice & Luna LLP	Legal Service for July & April 2019	-19,817.48	-19,817.48
BM Pmt-Check	06/18/2019	9288	Casson	CUSTOMER # 7611302 FUEL PURCHASES	-668.75	-668.75
Check	06/21/2019	9289	Kathy's Corner Market/Scott Mathy	ACCR 306-88 Statement Date 05/24/19-06/23/19	-3,759.17	-3,759.17
BM Pmt-Check	06/21/2019	9290	Rogue Credit Union	Cham & Partners Policy#PTP-118254-1 Unit Pollution Liability Coverage (renewal)	-1,415.60	-1,415.60
BM Pmt-Check	06/21/2019	9291	ALJLT Insurance Specialists, Inc.	Cham & Partners Policy#PTP-118254-1 Unit Pollution Liability Coverage (renewal)	-3,400.48	-3,400.48
BM Pmt-Check	06/21/2019	9292	County Clerk	CUSTOMER # 7611292 FUEL PURCHASES	-18,131.72	-18,131.72
BM Pmt-Check	06/25/2019	9293	Carson	Post Appeal for Staff 6/24/2019	-3,471.74	-3,471.74
BM Pmt-Check	06/25/2019	9294	Rock Island Design	Criminal Background Check for 3 applicants: James Adkins, Nicholas Olyphand, Marian Sitera	-87.00	-87.00
BM Pmt-Check	06/25/2019	9295	bio-MED Testing Services, Inc.	Repair & Maintenance to Weed Trimmer & SHARPENED 2 CHAINS	-183.20	-183.20
BM Pmt-Check	06/25/2019	9296	Curly Equipment	Customer No. ORRR00013	-1,865.00	-1,865.00
BM Pmt-Check	06/25/2019	9297	Federal Industrial Suppliers	MAY 2019 LAROSCAPING	-415.06	-415.06
BM Pmt-Check	06/25/2019	9298	Full Spectrum Landscaping Inc.	Account #776 Hardware & Supplies	-8.48	-8.48
BM Pmt-Check	06/25/2019	9299	Gold Beach Lumber Yard, Inc.	PULING HOOPS - FABRICATION	-282.50	-282.50
BM Pmt-Check	06/25/2019	9300	John Kolumb/John's Portable Welding	Customer#55 Hardware Supplies	-400.63	-400.63
BM Pmt-Check	06/25/2019	9301	Kerr's Ace Hardware Inc	Account #55 Hardware Supplies	-90.00	-90.00
BM Pmt-Check	06/25/2019	9302	NorthCoast Health Screening	6-PANEL - ALCOHOL URINE DRUG SCREEN - PRE-EMPLOYMENT	-348.00	-348.00
BM Pmt-Check	06/25/2019	9303	Regional Expeditious	Primer for seal payment for the Highway Directional Signaling program at the RV park	-4,308.50	-4,308.50
BM Pmt-Check	06/25/2019	9304	Sepp's Deck Services OR, Prop & Cas	417/19 Refresh Deck ED43705 Pallet Deck	-3,850.00	-3,850.00
BM Pmt-Check	06/25/2019	9305	Sepp's Deck Services OR, Prop & Cas	417/19 Refresh Deck ED43705 Pallet Deck	-3,850.00	-3,850.00
BM Pmt-Check	06/28/2019	9306	Guzzly Fence & Construction LLC	Chainlink fencing - Includes Materials & Labor	-1,754.30	-1,754.30
BM Pmt-Check	06/28/2019	9307	Federal Industrial Suppliers	Customer No. ORRR00013 Toolbits & Supplies	-267,956.84	-267,956.84
Total 1002 - General Funds Cig Unexpua 3834						
Check	06/03/2019	check-6-3	1005 - General Fund LOP 6017	LOIP Fees for May 2019	-8.15	-8.15
General Journal	06/26/2019	IFA 6/27	1001 - CASH & CASH EQUIVALENTS - Other	To transfer to Debt Service funds for 80% Net Proceeds from sale of land to Harbor Sanitary Dist...	-34,809.20	-34,809.20
General Journal	06/28/2019	IFA 6/27	1001 - CASH & CASH EQUIVALENTS - Other	To transfer to Debt Service funds for 20% Net Proceeds from sale of land to Harbor Sanitary Dist...	-4,702.30	-4,702.30
General Journal	06/28/2019	IFA 6/28	1001 - CASH & CASH EQUIVALENTS - Other	REMAINING \$12.50 - To transfer to Debt Service funds for 80% Net Proceeds from sale of land to Ha...	-10.00	-10.00
General Journal	06/28/2019	IFA 6/28	1001 - CASH & CASH EQUIVALENTS - Other	REMAINING \$12.50 - To transfer to Debt Service funds for 80% Net Proceeds from sale of land to Ha...	-2.50	-2.50
Total 1005 - General Fund LOP 6017						
1001 - CASH & CASH EQUIVALENTS - Other						
Total 1001 - CASH & CASH EQUIVALENTS						
1006 - Cash on Hand/Party Cash						
Check	06/03/2019	Cash	1006 - Cash on Hand/Party Cash	Walters, Steve	-20.00	-20.00
Check	06/03/2019	Cash	1006 - Cash on Hand/Party Cash	Liles, Roy	-20.00	-20.00
Check	06/11/2019	Cash	1006 - Cash on Hand/Party Cash	Kenny, Frank	-20.00	-20.00
Check	06/12/2019	Cash	1006 - Cash on Hand/Party Cash	Paul, Louis	-20.00	-20.00
Check	06/16/2019	Cash	1006 - Cash on Hand/Party Cash	Mobius, Rod	-20.00	-20.00
Check	06/20/2019	Cash	1006 - Cash on Hand/Party Cash	Shelton, Edward	-20.00	-20.00
Check	06/21/2018	Cash	1006 - Cash on Hand/Party Cash	Roberts, David	-20.00	-20.00
BM Pmt-Check	06/05/2018	CASH	1006 - Cash on Hand/Party Cash	BOARDWALK MAIL SERVICE	-14.70	-14.70
Total 1006 - Official/Financial Officer						
Total 1006 - Cash on Hand/Party Cash						
1009 - RESTRICTED - CASH/EQUIVALENTS						
1022 - USDA BOND Unexpua MM 9329						
Total 1022 - USDA BOND Unexpua MM 9329						
1024 - Capital Projects Unexpua 9018						
General Journal	06/14/2019	PAY #15	1024 - Capital Projects Unexpua 9018	Pay No 1408270 SPWF REQ #15 Port of Brookings Harbor L16010 VPD70808	-14,518.00	-14,518.00
General Journal	06/24/2019	USCC-6/19	1024 - Capital Projects Unexpua 9018	JANE Lease Fnd	-47.24	-47.24
BM Pmt-Check	06/17/2019	238	1024 - Capital Projects Unexpua 9018	Customer#55 Hardware Supplies	-22.02	-22.02
Total 1024 - Capital Projects Unexpua 9018						
1029 - Debt Service Unexpua MM 8627						
TELEHANDLER						
Total TELEHANDLER						
1029.1 - FALDAN SAVINGS						
Total 1029.1 - FALDAN SAVINGS						
1029 - Debt Service Unexpua MM 8627 - Other						
Total 1029 - Debt Service Unexpua MM 8627 - Other						

Port of Brookings Harbor #130/19
Check Registers

June 1, 2019 to June 30, 2019

Cash Basis

Type	Date	Num	Name	Memo	Original Amount	Paid Amount
Check	06/17/2019	DEBIT	Umopus Bank Loan#747041820	Genie Reach Forth Loan#747041820 Payment #16	-1,464.71	-1,464.71
Check	06/21/2019	DEBIT	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #33 - 50 SF MM Trivalfit	-4,659.00	-4,659.00
General Journal	06/07/2019	DEBIT 60719		To transfer to Debt Service Fund LGIP for Trivalfit Pmt	4,659.00	
General Journal	06/07/2019	DEBIT 60719		To transfer to Debt Service Fund LGIP for Telehandler Pmt	1,464.71	1,464.71
Total 1028 - Debt Service Umopus MM 8627 - Other						
Total 1028	Debt Service Umopus MM 8627				10,843.00	10,843.00
1030 - Oregon State Treasury LGIP						
1030 - Oregon State Treasury LGIP				To transfer to USDA Revenue Bond - savings for November 2019 pmt		
1030 - USDA Bond Fund LGIP 6621					10,843.00	10,843.00
General Journal	06/07/2019	USDA 60719				
Total 1032 - USDA Bond Fund LGIP 6021						
1034 - Capital Projects Fund LGIP 6019						
Total 1034 - Capital Projects Fund LGIP 6019						
1035 - Reserve Fund LGIP 6018						
General Journal	06/25/2019	IFA 6027		To transfer to Debt Service funds for 20% Net Proceeds from sale of land to Harbor Sanitary Dept.	8,704.80	8,704.80
General Journal	06/25/2019	IFA 6028		REMAINING \$12.50 - To transfer to Debt Service funds for 80% Net Proceeds from sale of land to Ha...	2.50	2.50
Total 1035 - Reserve Fund LGIP 6018						
1036 - IFA Debt Service Fund LGIP 6026						
IFA Loan						
Total IFA LOAN						
1038 - IFA Debt Service Fund LGIP 6026 - Other						
BA Pmt - Check	06/13/2019	DEBIT	Infrastructure Finance Authority	2nd QTR 2019 - Depositor's Acct#1230000433 - REF #2371082 & 2371083	-21,000.77	-21,000.77
BA Pmt - Check	06/13/2019	DEBIT	Infrastructure Finance Authority	2nd QTR 2019 - Depositor's Acct#1230000473 REF #2371086, 2371087, 2371088 & 2371089	-17,151.45	-17,151.45
BA Pmt - Check	06/13/2019	DEBIT	Infrastructure Finance Authority	2nd QTR 2019 - Depositor's Acct#1230000995 REF #2371084	-5,282.92	-5,282.92
BA Pmt - Check	06/13/2019	DEBIT	Infrastructure Finance Authority	2nd QTR 2019 - Depositor's Acct#1230001027 REF #2371085	-19,084.86	-19,084.86
BA Pmt - Check	06/23/2019	DEBIT	Infrastructure Finance Authority	80% Net Proceeds from Land Sale to Harbor Sanitary Dept - 6/27/2019	-34,809.20	-34,809.20
General Journal	06/07/2019	IFA 6027		To transfer to Debt Service funds for 2nd QTR IFA 2019 Pmt	20,833.00	20,833.00
General Journal	06/23/2019	IFA 6027		To transfer to Debt Service funds for 80% Net Proceeds from sale of land to Harbor Sanitary Dept.	34,809.20	34,809.20
General Journal	06/23/2019	IFA 6028		REMAINING \$12.50 - To transfer to Debt Service funds for 80% Net Proceeds from sale of land to Ha...	10.00	10.00
Total 1038 - IFA Debt Service Fund LGIP 6026 - Other						
Total 1038	IFA Debt Service Fund LGIP 6026				-41,657.00	-41,657.00
Total 1030 - Oregon State Treasury LGIP						
Total 1030	Oregon State Treasury LGIP				-52,109.20	-52,109.20
Total 1020 - RESTRICTED - CASH/EQUIVALENTS						
TOTAL						-349,397.36



GENERAL MANAGER MONTHLY REPORT

Date: July 16, 2019
Period: June 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 no injuries for June.

South Coast Knight Security and Port issued 84 parking violations, 2 no camping, 3 unauthorized visitors and 2 other reports on Port properties. June Security Log attached for your review.

Port recorded 6 incidents in June. YAQUNIA dredge rubbed against Bornstein receiving dock hoist while pivoting causing minor damage to the hoist. The hoist was repaired and expenses sent to USACE. Bornstein hoist was also damaged by a vessel unloading product week before. These repairs were done under the Port and costs will be reimbursed by Bornstein. June Incident Log attached for your review.

Port Staff training this month included Stormwater Pollution Control Plan and Spill Prevention Control Countermeasure review, and Emergency Response to sinking vessels.

Port Office

Port has hired all the individuals we were looking for to fill the positions for summer activities. Port Office and RV park have six full-time employees (excluding Port Manager), four full-time and two part-time field employees and three RV Park camp hosts. Port is also using a probation work program with County of Del Norte.

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.

Updated Port asset list and verified assets on insurance list with SDAO to make sure all Port assets are covered.

Attend meeting at Port of Bandon for Oregon South Coast Ports to review Fiscal Year 2020 appropriations process at the federal level for maintenance dredging. Ray Bucheger and Dave Harlan with SDAO provided updates regarding Harbor Maintenance Tax Legislation and Infrastructure Legislation. Staff from Senator Merkley and Congressman DeFazio's office were present.

Met with Sean Stevens, Regional Development Officer, South Coast Region with Business Oregon to review Port financial and infrastructure status. Toured the Port to see infrastructure issues.

Contacted John Shaw with Westport South Beach Historical Society, Westport Maritime Museum regarding the Coast Guard vessel in the Boat Yard. They are still interested, but they need to put it back on the plan of restoring the vessel and other details with the City.

Harbor Sanitary land sale was completed this month for the purchase of land in the Boat Yard. Check was received and 80% of the check was sent to IFA and 20% went to Port Reserve Fund per the 2009 Finance Restructuring Agreement.

Power outage on June 25 showed how vulnerable the Port is if a major event occurred. The Port Office and RV Park were unable to perform any transactions while the power was out. Performing normal computer activities were impossible. The fuel dock was shutdown because the fuel could not be pumped from the tanks. Restrooms (main retail, Port Office, Slug's & Stones and Zola's) that use septic tank pumps were closed until power came back on. All water activities from tenants connected to the septic tanks had to stop to prevent overflow. Only solution would be backup generators.

After review with CPA (certified public accountant) consultant Gerry Burns, the Port will be starting a new business within QuickBooks July 1, 2019 and archiving or saving Port financial history from 2007 to June 30, 2019. Gerry recommended every five years the Port should save and startup a new business within QuickBooks. We were experiencing very long report generating times and very long system backup times. This was due to the very large file data over a long period of time.

Port Operations

Bathymetric survey of both basins was completed. Waiting on cad drawings and final calculations to determine the amount of sediment in the basins. This survey is needed for FEMA as well as Port dredge planning.

Received County demolition permit for the building between Pacific Ocean Harvesters and fish station. Tests for asbestos was completed and no asbestos was found within the building materials.

Completed survey of all storm drains on Port properties. There are 45 drains throughout all Port areas. Drain size range from 4" diameter to 36" square inlets. The Green Building area drains are not included in this survey. We have identified at least 10 drains that will need to be brought up to code.

Recreational boat wash drain system may need an oil-water separator to meet water quality standards. The plan to divert wash water to sewer system would require a separator installed for possible sand, oil and gasoline coming off of the boats. In addition to the separator costs, there would be sewer development charges.

Met with County Roadmaster to discuss drainage line under the retail parking lot and boat yard. Roadmaster is planning to survey the pipe under the retail parking lot for elevation change to make sure it has the proper flow. There was discussion about installing a sediment structure to help keep the pipe clear. We also discussed installing sidewalk along Lower Harbor Road through the retail area. County might assist with installing a sidewalk, but it would not happen until next fiscal year. Port will need to submit a plan to the County for the sidewalk.

FEMA / Natural Hazard Mitigation Plan

Attend FEMA new website portal training in Springfield, OR to learn the new system. The portal website will track all FEMA project documents from start to finish. The new system should help increase interaction time between FEMA and clients.

Completed initial damage assessment phone conference call with FEMA for the Feb 24, 2019 storm event.

FEMA Project Delivery Manager is scheduled to visit the Port in July 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.

No change in status of April 6, 2019 storm event. Awaiting FEMA approval.

Federal Channel Dredging - USACE

YAQUINA arrived to dredge the channel and Port entrance.

Other Grants

INFRA Grant requested additional Exhibits K 1-4. Exhibits were provided as requested. Grant awards are typically handed out in August.

#	Date	Reported By	Issue Type	Location	Vehicle Plate	Notes
125	06/01/19	SCKS	Overnight Parking	RV Park	325EEL	
126	06/01/19	SCKS	Overnight Parking	RV Park	605KGG	
127	06/05/19	SCKS	Door Found Open	Commercial Basin		
128	06/05/19	SCKS	Overnight Parking	Kite Field	267JYB	
129	06/05/19	SCKS	Overnight Parking	RV Park	582EXZ	
130	06/06/19	POBH	Parking Violation	Secured Storage Area	C74096F	Instructed SCKS to tag if truck remains overnight, and to trespass if necessary
131	06/06/19	SCKS	Overnight Parking	RV Park	CL04866	
132	06/06/19	SCKS	Overnight Parking	Kite Field	949KBB	
133	06/06/19	SCKS	Overnight Parking	Kite Field	070EKD	
134	06/08/19	SCKS	Overnight Parking	RV Park	AVY7618	
135	06/08/19	SCKS	Overnight Parking	RV Park	213LFA	
136	06/08/19	SCKS	Overnight Parking	RV Park	038JFH	
137	06/12/19	SCKS	Overnight Parking	RV Park	6ZBD874	
138	06/13/19	SCKS	Overnight Parking	Commercial Basin	448JCZ	
139	06/13/19	SCKS	Overnight Parking	Commercial Basin	6SQV770	
140	06/13/19	SCKS	No Camping	Commercial Basin	943HJM	
141	06/13/19	SCKS	Overnight Parking	Commercial Basin	UVE030	
142	06/13/19	SCKS	Overnight Parking	RV Park	285LAE	
143	06/13/19	SCKS	Overnight Parking	Public Fishing Pier	028KBC	
144	06/13/19	SCKS	Overnight Parking	Public Fishing Pier	8L06215	
145	06/14/19	SCKS	Trespassing	Kite Field		
146	06/14/19	SCKS	Overnight Parking	Kite Field	35063S2	
147	06/14/19	SCKS	Overnight Parking	Kite Field	M693479	
148	06/14/19	SCKS	Trespassing	Green Building		
149	06/15/19	SCKS	Disturbance	RV Park		Fire on Beach
150	06/15/19	SCKS	Overnight Parking	Retail Parking Lot	047LLB	
151	06/15/19	SCKS	No Camping	Kite Field	C67591P	
152	06/16/19	SCKS	Overnight Parking	Boat Ramp	5KSV065	
153	06/16/19	SCKS	Overnight Parking	Commercial Basin	UVE030	
154	06/16/19	SCKS	Overnight Parking	Retail Parking Lot	803LLN	
155	06/16/19	SCKS	Overnight Parking	Retail Parking Lot	6SQV770	
156	06/16/19	SCKS	Overnight Parking	Retail Parking Lot	388GMF	
157	06/16/19	SCKS	Overnight Parking	Retail Parking Lot	BBR1954	
158	06/16/19	SCKS	Overnight Parking	Retail Parking Lot	812DDW	
159	06/16/19	SCKS	Overnight Parking	Retail Parking Lot	876CLV	
160	06/16/19	SCKS	Overnight Parking	Retail Parking Lot	9W8338	
161	06/16/19	SCKS	Overnight Parking	Retail Parking Lot	52521C2	
162	06/16/19	SCKS	Overnight Parking	Retail Parking Lot	106CEK	
163	06/16/19	SCKS	Overnight Parking	Commercial Basin	398EMX	
164	06/16/19	SCKS	Overnight Parking	Commercial Basin	6SQV770	
165	06/16/19	SCKS	Overnight Parking	Commercial Basin	UVE030	
166	06/16/19	SCKS	Overnight Parking	Retail Parking Lot	307KPS	

#	Date	Reported By	Issue Type	Location	Vehicle Plate	Notes
167	06/16/19	SCKS	Overnight Parking	Retail Parking Lot	060JPJ	
168	06/17/19	SCKS	Overnight Parking	Commercial Basin	6SQV770	
169	06/17/19	SCKS	Overnight Parking	RV Park	789LBW	
170	06/18/19	SCKS	Overnight Parking	Kite Field	D54845	
171	06/19/19	SCKS	Overnight Parking	Kite Field	959HAA	
172	06/19/19	SCKS	Overnight Parking	Kite Field	814BDP	
173	06/19/19	SCKS	Overnight Parking	Kite Field	351HAQ	
174	06/19/19	SCKS	Overnight Parking	Commercial Basin	836JKM	
175	06/20/19	SCKS	Overnight Parking	Retail Parking Lot	7ASZ286	
176	06/20/19	SCKS	Overnight Parking	Commercial Basin	431KTV	
177	06/20/19	SCKS	Overnight Parking	Commercial Basin	945HXW	
178	06/20/19	SCKS	Overnight Parking	Retail Parking Lot	433KYR	
179	06/20/19	SCKS	Overnight Parking	Kite Field	162JPJ	
180	06/21/19	SCKS	Overnight Parking	Retail Parking Lot	919KUA	
181	06/21/19	SCKS	Overnight Parking	Kite Field	303JAD	
182	06/21/19	SCKS	Overnight Parking	Kite Field	107GLG	
183	06/21/19	SCKS	Overnight Parking	Kite Field	918HLM	
184	06/22/19	SCKS	Overnight Parking	Commercial Basin	UVE030	
185	06/22/19	SCKS	Overnight Parking	RV Park	814LDP	
186	06/22/19	SCKS	Overnight Parking	Public Fishing Pier	854LDP	
187	06/22/19	SCKS	Overnight Parking	Kite Field	4MUE580	
188	06/24/19	SCKS	Overnight Parking	Retail Parking Lot	282LMG	
189	06/24/19	SCKS	Overnight Parking	Commercial Basin	803LLN	
190	06/24/19	SCKS	Overnight Parking	Commercial Basin	7Z50630	
191	06/24/19	SCKS	Overnight Parking	Commercial Basin	297BVD	
192	06/24/19	SCKS	Overnight Parking	Commercial Basin	414KYR	
193	06/26/19	SCKS	Overnight Parking	Retail Parking Lot	549CRN	
194	06/26/19	SCKS	Overnight Parking	Commercial Basin	997KGU	
195	06/26/19	SCKS	Overnight Parking	Commercial Basin	YTN288	
196	06/26/19	SCKS	Overnight Parking	Commercial Basin	297BVD	
197	06/26/19	SCKS	Overnight Parking	Commercial Basin	414KYR	
198	06/26/19	SCKS	Overnight Parking	Commercial Basin	179GCN	
199	06/26/19	SCKS	Overnight Parking	Kite Field	D61973	
200	06/26/19	SCKS	Overnight Parking	Commercial Basin	YTN288	
201	06/26/19	SCKS	Overnight Parking	Commercial Basin	7Z50630	
202	06/27/19	SCKS	Overnight Parking	Retail Parking Lot	CGX1853	
203	06/27/19	SCKS	Overnight Parking	Commercial Basin	YTN288	
204	06/27/19	SCKS	Unauthorized Visitor	Across Lower Harbor Rd		
205	06/28/19	SCKS	Overnight Parking	Retail Parking Lot	915KGU	
206	06/28/19	SCKS	Overnight Parking	Retail Parking Lot	622HRE	
207	06/28/19	SCKS	Overnight Parking	Retail Parking Lot	193DZX	
208	06/28/19	SCKS	Overnight Parking	Kite Field	D57396	
209	06/29/19	SCKS	Overnight Parking	Commercial Basin	48805M1	
210	06/29/19	SCKS	Overnight Parking	Commercial Basin	019JET	
211	06/29/19	SCKS	Overnight Parking	Retail Parking Lot	961FFS	
212	06/29/19	SCKS	Overnight Parking	RV Park	554LAN	

#	Date	Reported By	Issue Type	Location	Vehicle Plate	Notes
213	06/29/19	SCKS	Overnight Parking	RV Park	V588MG	
214	06/30/19	SCKS	Overnight Parking	RV Park	8CSJ306	
215	06/30/19	SCKS	Overnight Parking	Commercial Basin	855GUY	

#	Date	Description of Incident	Location	Corrective Actions
46	06/08/19	Vessel Graffitied with Spray Paint	Boatyard	Report was filed with police
47	06/24/19	Report of USACE Yaquina striking the hoist at Bornstein's steel wall	16277 Harbor Drive Steel Wall Receiving Dock (Bornstein)	Warning signs placed on hoist, Bornstein will work with PAC Choice until hoist is repaired
48	06/25/19	Trailer tire was punctured backing into space	Trailer Storage Area	Owners will take care of the damage, as the puncture occurred in his trailer storage space
49	06/26/19	Vessel lost control and struck another vessel	Basin 2, O-Dock	Owner of vessel that lost control will contact damage vessel owner for repairs
50	06/28/19	Fishing Pole Stolen from back of truck	RV Park	Report filed with Sheriff
51	06/28/19	Firepit stolen from Site 88A	RV Park	



HARBORMASTER MONTHLY REPORT

Date: July 16, 2019
Period: June 2019
To: Gary Dehlinger, General Manager
Issued By: Travis Webster, Harbormaster

Operations

- RV Park**

Staff continues to 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 port-a-potty have been placed by restrooms for the summer months.

Occupancy by Month & Year

June	2018	2019	Change	YTD 2018	YTD 2019	Change
RV Park	44.19%	39.97%	-4.13%	22.05%	19.18%	-2.87 %

- 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 launch ramp and sport guest dock is not for commercial use. Commercial unloading is permitted at your slip on a temporary basis until a public hoist can be made available.

Basin 2 -Port employees continue to issue warning tags on dock violations in basin 2. P dock finger has been fixed and put back into use, along with one finger rebuilt on E dock, (24' finger). Repair was made on Q dock to eliminate uneven walking surface.

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	
	4 – 24' slips 1 – 40' slip		4 -40' slips 8 – 30' slips	10 – 40' slips 6 – 30' slips 87 slips under 22'	

Moorage Renewals by Month

Total Moorage Rentals

June	2018	2019	Change	YTD 2018	YTD 2019	Change
Recreational	34	51	17	213	265	52
Commercial	8	5	-3			
Transient	16	19	3	41	70	29

Boat Launches Paid through Launch Machine

Boat Launch		303			
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- **Gear & Boat/Trailer Storage**

Inventory was completed of all gear storage, boat storage and trailer storage. All vessels have been removed from the Green building area. The area is now clear to start whatever demolition procedure that is decided.

- **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

Travel Lift work included 16 boats with various types of maintenance work. Forklift work included 3 jobs for the commercial fleet.

Billable Services Performed this Month and Boat Yard Inventory

Description	Hours	Quantity	Working	Abandon
Reachlift (Forklift)	2	3		
Travel Lift Haul Ins-Outs		16		
Vessels in Boat Yard			17	9

- **Maintenance Crew**

Maintenance crew completed 88 work orders. Please see attached log for descriptions.

Staff has working on clearing all brush and trees in Basin 2. This work is so that we can get all un-needed weight of the banks and give us a clear look at what we have going on.

POH, launch bathroom, and Kite field bathroom roofs were completed. Staff will now fall back and begin painting fascia on the repairs that were made.

Abandoned Boats

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

WORK ORDERS LOG
Port Of Brookings Harbor
June 2019

Date	Location	Description of Work	Corrective Action	Date Completed	Completed By
6/1/19	Hallmark Fisheries	Remove driftwood	Cut up and thrown away	6/1/19	Shawn
1/24/19	Basin 2, N 3 and 5	Finger Re-build	Removed old wood/bolts, reinstalled	6/2/19	Travis, Brent & Cameron
6/1/19	Port Shop	Replace old trash cans	Purchased 7 new cans	6/2/19	Travis
5/31/19	RV Park	Change wifi password	Done	6/2/19	Sean
6/1/19	Basin 1, Docks E, F and G	Need to clean docks where seagull's pool	Pressure washed docks	6/3/19	Marian
6/1/19	Launch Ramp	Water leak on main supply	Replaced broken supply line	6/3/19	Brent
6/2/19	RV Park	Needs a load of firewood put into shed	Done	6/3/19	Cameron
5/24/19	Basin 1, A 12	Vessel needs to be moved into A 13	Done	6/3/19	Travis & Brent
6/3/19	Pacific Ocean Harvestors	Take down sign on Monday morning	Done	6/3/19	Travis, Brent & Cameron
6/3/19	Kite Field	Refill Dogi-pot bags, add trash can	Done	6/4/19	Sean
6/1/19	RV Park, Jetty Area	Dogi-pot bag dispenser not operating	Checked, no issue found	6/4/19	Sean
6/1/19	RV Park, Men's Restroom	Trim needs to be fixed or replaced	Done	6/4/19	Shawn
6/4/19	Basin 2, N Dock	Needs water line ran to new finger	Done	6/4/19	Shawn & Cameron
6/4/19	Basin 2, N Dock	Needs rub boards on new finger	Installed	6/4/19	Shawn & Cameron
6/3/19	Basin 1, C 20	Moorage holder says that electrical plug looks unsafe	Tested, functioning properly. Called Gowman to replace.	6/4/19	Brent
6/1/19	Boat yard	Needs clean up by concrete wall	Done	6/4/19	Cameron
6/4/19	RV Park, Tent Sites	Remove picnic tables and fire pits. Turn water off.	Done	6/4/19	Sean, Shawn & Cameron
5/10/19	Basin 1, A thru D Ramp	Signs - clean/remove old, install new	Done	6/4/19	Travis & Brent
6/4/19	Basin 1 and 2, Docks	Clean up debri from docks	Done	6/4/19	Shawn & Cameron
6/4/19	Boat Wash	Plug drain hole	Done	6/4/19	Cameron
6/5/19	RV Park	Mow entrance	Done	6/5/19	Shawn
6/4/19	Pacific Ocean Harvestors	Rehang sign per Russ's instruction	Done	6/5/19	Brent
6/1/19	Basin 1, Aerators	Rebuild motors / Siezed Blower	Functioning now, will need replacement system in near future	6/5/19	Brent
6/5/19	RV Park, Site 68	Cover on electric pedestal fell off	Reattached w/ larger diameter screws	6/5/19	Brent
6/5/19	Basin 2, P 7 (F/V: Free Spirit)	Left for summer fishing trip, read meter	Meter read & entered for billing	6/5/19	Travis
6/6/19	RV Park Office	Need more cable connectors	Gave Jen extra connectors	6/6/19	Brent
6/1/19	Basin 1	Complete #'s on dock slips	Done	6/6/19	Sean
6/1/19	Basin 1 and 2	Remove existing life ring stations	Done	6/6/19	Shawn & Cameron
6/6/19	Basin 1 and 2	Install new life ring stations / life rings	Done	6/6/19	Shawn & Cameron
6/5/19	Basin 1, C 35 and C 36	Check to see if empty/occupied	All listed slips are vacant	6/6/19	Shawn & Cameron
6/4/19	Basin 1, D Dock	Put 2x8 faceboards on triangles	Done	6/6/19	Shawn & Cameron
6/7/19	Basin 2, E 22	Check to see if empty/occupied	All listed slips are vacant	6/7/19	Travis
6/6/19	RV Park, Dry Camp & Tent Sites	Remove site numbers	All numbers removed from both areas	6/7/19	Marian
6/7/19	Basin 1	No water on F Dock	Repaired, water is back on	6/7/19	Shawn & Cameron
5/29/19	Ramps in both basins	Install new 'Port Rules' signs (40x48")	Removed old signs, installed new ones	6/7/19	Brent
6/7/19	Transient Dock	Landscaping needs to be done at dock	Done	6/8/19	Shawn
6/7/19	Port Office Front Entrance	Tear out handrail, move rocks (Going to make new approach)	Done (Caution tape & cones in place)	6/9/19	Marian
1/24/19	Basin 2, P 11 and P 13	Finger Re-build	Old finger pulled	6/9/19	Shawn & Cameron
6/5/19	Basin 1, B 21	Missing cleat next to electric pedestal	New cleat installed	6/10/19	Sean
6/10/19	Basin 1, E 40	Check to see if empty/occupied	Slip is vacant	6/10/19	Travis
6/10/19	Basin 1, A 13	Vessel should have moved into B 13	Vessel has moved, A 13 is vacant	6/10/19	Travis
6/10/19	Ace Hardware	Need color samples of paints on file	Done	6/10/19	Travis & Brent
6/10/19	Basin 1	Customer believed there was plastic in the water streaming from BC Fisheries	Checked by Travis, (not plastic), shrimp discharge/finola in water	6/10/19	Travis
6/11/19	RV Park, Site 89	Cable is not working "No Signal"	Fixed and back in service	6/11/19	Brent
6/10/19	Basin 2, Docks C thru H	Main waterline broke, water has been turned off	Repaired/fixd, water is back on	6/11/19	Brent
6/11/19	Basin 2, Q Dock	Bolt & Wood Replacement	Done	6/11/19	Sean, Shawn & Cameron
6/11/19	Transient Dock	Nail sticking out of dock	Added rub boards	6/11/19	Shawn
6/11/19	Basin 2, Q Dock	Bolt and wood replacement project	Bolts and wood replaced	6/11/19	Sean, Shawn & Cameron
6/11/19	Work Dock	Clean off debris	Done	6/11/19	Sean, Shawn & Cameron
6/12/19	Basin 1, B 1	Customer believes cleat is missing	Slip holder & Cleats were fine	6/12/19	Sean
6/12/19	Boat Yard	Remove water line from fence	Done	6/12/19	Shawn & Cameron
6/11/19	RV Park	Need air compessor for golf cart	Purchased & delivered to RV Park	6/13/19	Brent
6/14/19	RV Park, Site 74	Hose bib stripped	Replaced	6/14/19	Brent

Jun-19

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6/10/19	Boat Launch	Place signs in permanent location	Done	6/15/19	Shawn	54
6/10/19	Boat Launch	Replace Bench	Bench removed	6/15/19	Shawn	55
6/10/19	Boat Launch	Remove paver block	Done, also removed stump	6/15/19	Shawn	56
6/12/19	Basin 2, P Dock	Install finger at P 11 & 13	Done	6/13/19	Travis, Sean, Shawn & Cameron	57
6/14/19	Marina Restrooms	Install new toilet paper dispensers	Done	6/14/19	Shawn & Cameron	58
6/18/19	Basin 2 Womens Showers	No water coming out	Un-jammed quarters, working now	6/18/19	Travis & Sean	59
6/17/19	Basin 2 Mens Showers	Not working/not taking quarters	Un-jammed quarters, working now	6/18/19	Travis & Sean	60
6/17/19	Port Office, Kim	Mouse in office	Traps set	6/18/19	Shawn	61
6/17/19	Basin 2, N 13	Unable to use electric	Hooked up, connection is fine	6/19/19	Sean	62
6/14/19	RV Park, Site 15	Needs new cable line end	Fixed missing needle	6/19/19	Sean	63
6/14/19	Boat Basin 1	Check to see if empty/occupied	All slips vacant	6/19/19	Shawn	64
6/13/19	Boat Basin 2	Check to see if empty/occupied	All slips vacant	6/19/19	Shawn	65
6/19/19	RV Park, Site 35	Water leak	Checked, no issue found	6/19/19	Shawn	66
6/18/19	Crab Shack	No Power	Broken Power line, Goman called	6/20/19	Travis	67
6/20/19	Basin 2, E 3 and E 5	Splintered/Rotten wood on slip	Fixed/Replaced	6/21/19	Travis, Shawn & Cameron	68
6/21/19	Basin 2, G 7 and G 9	Rebar exposed on finger	Fixed/Repaired	6/22/19	Shawn	69
6/18/19	RV Park, Sites 21 & 23	Missing fence boards	Fixed/Replaced	6/22/19	Shawn	70
6/12/19	Fishing Pier	Benches need replaced	Old broken ones removed for now	6/22/19	Shawn	71
6/17/19	Basin 2, N 22	Cleat Missing	New cleat installed	6/22/19	Shawn	72
6/19/19	Boat Basin 1	Check to see if empty/occupied	All slips vacant	6/22/19	Shawn	73
6/12/19	Fishing Pier	Place signs in permanent location	Done	6/22/19	Shawn	74
6/22/19	Boat Yard Bathroom	Redo Shop Bathroom	Done	6/23/19	Shawn, Brent & Travis	75
6/1/19	Basin 1 E, F and G	Water Line	Gathering new materials/on order	6/24/19	Brent	76
6/24/19	Basin 2, D 10	Tie down is not secure	Reattached with new hardware	6/24/19	Brent	77
6/5/19	Basin 2	Trees need trimming	Completed	6/25/19	Entire Crew	78
6/25/19	Basin 1, E Dock 42	Hose bib is jammed/something in line	Removed/Cleared, ok now	6/26/19	Shawn & Cameron	79
6/25/19	Basin 1 D 41	Cleat is not secure, missing bolt	Replaced 8 cleats, all set	6/26/19	Shawn & Cameron	80
6/24/19	Boat Basin 1	Check to see if empty/occupied	All slips vacant	6/26/19	Shawn	81
6/26/19	Launch Ramp	Launch Pass Machine not printing	Ordered more paper, replaced	6/27/19	Brent	82
6/27/19	Boat Basin 1	Check to see if empty/occupied	All slips vacant	6/28/19	Sean	83
6/27/19	RV Park, Site 79	Broken seat board on picnic table	Replaced broken board	6/27/19	Sean, Shawn & Cameron	84
6/27/19	Basin 1, A 29	Cleat loose from slip	Retightened cleat bolts	6/29/19	Shawn	85
6/27/19	Basin 1, A 31	Cleat is broken	Replaced cleat bolts	6/29/19	Shawn	86
6/27/19	Basin 2, E 3 and E 5	Cleat is too far over water, please move back onto slip finger a bit	Done	6/29/19	Shawn	87
6/28/19	Kite Field	Check water pressure	Done	6/30/19	Travis	88

88 88 W O for June 2019

ACTION ITEM – A

DATE: July 16, 2019
RE: Righetti Property
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- June 18, 2019 Board meeting Ron Righetti questioned the westerly property line and coordinate numbers on survey completed by Rich Roberts of Roberts & Associates. Board requested to verify the property lines and numbers before making any decisions.
- Rich Roberts clarified the second set of numbers that are on the survey drawing. The numbers in parentheses are Curry County Recorded survey numbers. The other numbers not in parentheses are Roberts & Associates survey numbers (on attached drawing highlighted are recorded numbers for reference).
- Rich Roberts clarified there is only one property line identified on the drawing.
- Rich Roberts said his survey of the property lines nearly match the recorded survey points. He is very confident that his drawing shows the correct property lines. It was his opinion that if the Righetti's dispute the accuracy of the survey, then the Righetti's should pay for another licensed surveyor to complete a survey of the property and then the two licensed surveyors can review any discrepancies.

DOCUMENTS

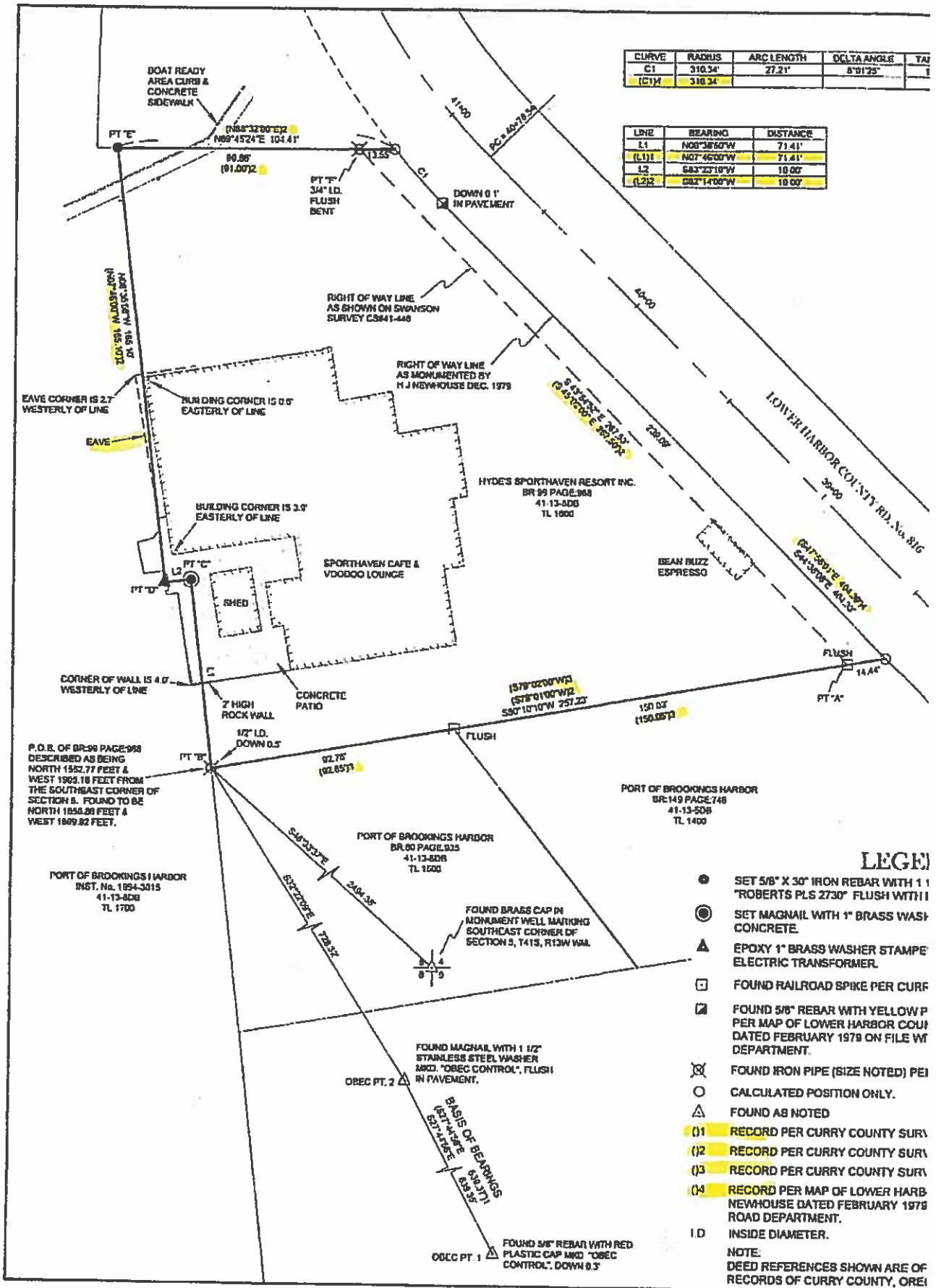
- Robert & Associates Survey 2015, 2 pages

COMMISSIONERS ACTION

- **Potential Motions:** (or a combination)
 1. Motion to propose a property line adjustment to encompass trading Port property encroachment at the boat ready area for the Righetti property encroachment on westerly property line.
 2. Motion to propose an easement agreement for Port property encroachment at the boat ready area in exchange for an easement for Righetti property encroachment onto on the westerly property line.
 3. Motion to remove Port property encroachment, removal of boat ready area, and install new sidewalk.
 4. Motion to accept Righetti solution....

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TAN
C1	310.34'	27.21'	8°01'25"	
(C1)M	310.34'			

LINE	BEARING	DISTANCE
L1	N00°36'50"W	71.41'
(L1)1	N07°46'00"W	71.41'
L2	S83°23'10"W	10.00'
(L2)2	S82°14'00"W	10.00'



LEGEND

- SET 5/8" X 30" IRON REBAR WITH 1 1/2" "ROBERTS PLS 2730" FLUSH WITH 1 1/2" CONCRETE
 - ⊙ SET MAGNAIL WITH 1" BRASS WASHER AND EPOXY
 - ▲ EPOXY 1" BRASS WASHER STAMPED "ELECTRIC TRANSFORMER"
 - FOUND RAILROAD SPIKE PER CURVE
 - ⊠ FOUND 5/8" REBAR WITH YELLOW PAINT PER MAP OF LOWER HARBOR COURTYARD DATED FEBRUARY 1979 ON FILE WITH ROAD DEPARTMENT.
 - ⊗ FOUND IRON PIPE (SIZE NOTED) PER RECORD
 - CALCULATED POSITION ONLY.
 - ▲ FOUND AS NOTED
 - (1) RECORD PER CURRY COUNTY SURVEY
 - (2) RECORD PER CURRY COUNTY SURVEY
 - (3) RECORD PER CURRY COUNTY SURVEY
 - (4) RECORD PER MAP OF LOWER HARBOR COURTYARD DATED FEBRUARY 1979 ON FILE WITH ROAD DEPARTMENT.
 - I.D. INSIDE DIAMETER.
- NOTE: DEED REFERENCES SHOWN ARE OF RECORDS OF CURRY COUNTY, OREGON

H	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
	S 0° 17' 25"	13.81'	S 42° 07' 23" E	27.29'

MAP OF SURVEY

LOCATED IN:
 NW1/4 OF SE1/4 OF SECTION 5,
 T41S, R13W, W.M.
 CURRY COUNTY, OREGON

PREPARED FOR:
 PORT OF BROOKINGS HARBOR

CR

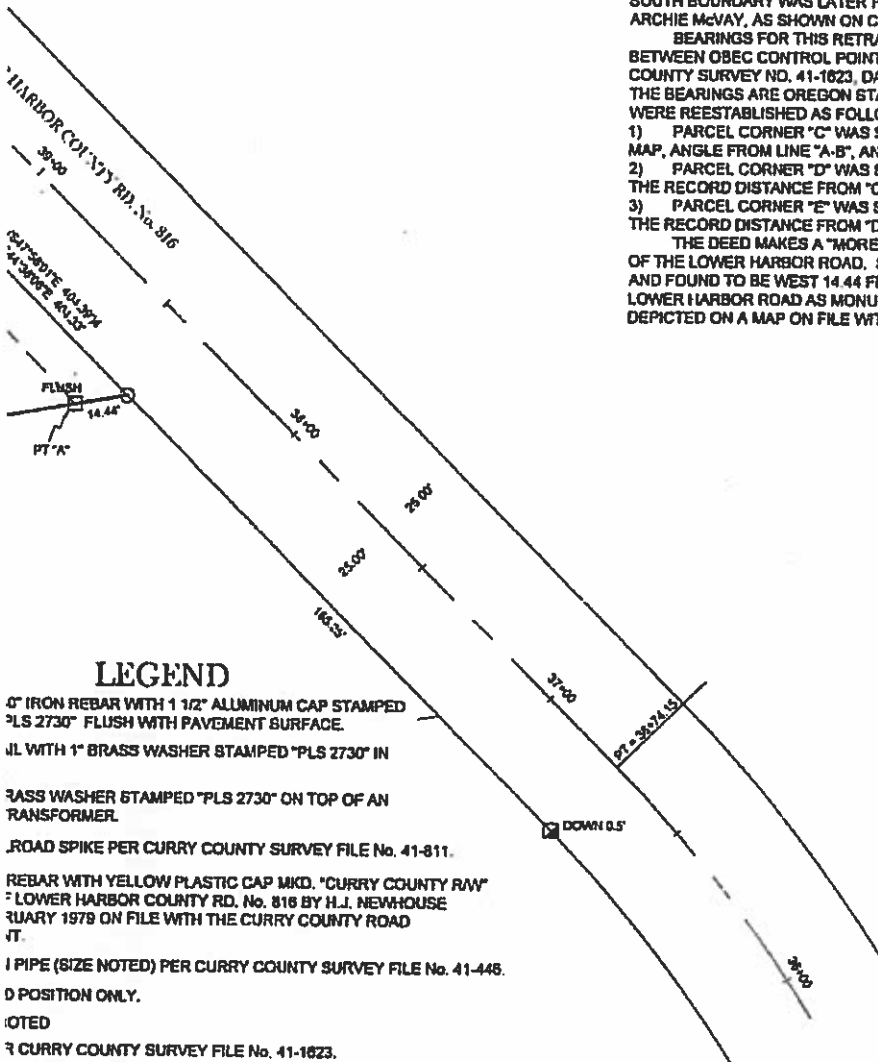
NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO RETRACE THE BOUNDARIES OF THAT PARCEL DESCRIBED IN BOOK 88 PAGE 888, OFFICIAL RECORDS OF CURRY COUNTY, OREGON. THE PARCEL WAS SURVEYED AND MONUMENTED BY JERRY R. SWANSON, DECEMBER 1972, FOR ARCHIE McVAY AS SHOWN ON COUNTY SURVEY NO. 41-448. THE SOUTH BOUNDARY WAS LATER PERPETUATED BY H.J. NEWHOUSE, MAY 1979, FOR ARCHIE McVAY, AS SHOWN ON COUNTY SURVEY NO. 41-811.

BEARINGS FOR THIS RETRACEMENT WERE BASED ON A LINE MEASURED BETWEEN OBEC CONTROL POINTS #1 AND #2 AND BEARING S 27° 44' 56" E, AS SHOWN ON COUNTY SURVEY NO. 41-1823, DATED AUGUST 2009, PREPARED BY ARON CUTSFORTH. THE BEARINGS ARE OREGON STATE PLANE - SOUTH ZONE. THE PARCEL CORNERS WERE REESTABLISHED AS FOLLOWS:

- 1) PARCEL CORNER "C" WAS SET AT THE RECORD, AS SHOWN ON THE SWANSON MAP, ANGLE FROM LINE "A-B", AND AT THE RECORD DISTANCE FROM "B".
- 2) PARCEL CORNER "D" WAS SET AT THE RECORD ANGLE FROM LINE "B-C", AND AT THE RECORD DISTANCE FROM "C".
- 3) PARCEL CORNER "E" WAS SET AT THE RECORD ANGLE FROM LINE "C-D" AND AT THE RECORD DISTANCE FROM "D".

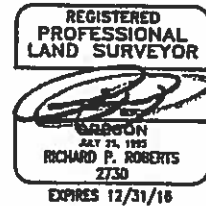
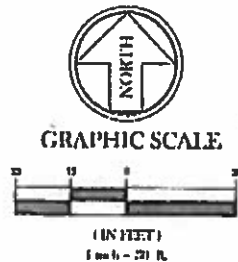
THE DEED MAKES A "MORE OR LESS" CALL TO THE WESTERLY RIGHT OF WAY LINE OF THE LOWER HARBOR ROAD. SWANSON MONUMENTS "A" AND "F" WERE RECOVERED AND FOUND TO BE WEST 14.44 FEET AND 13.66 FEET FROM THE RIGHT OF WAY LINE OF LOWER HARBOR ROAD AS MONUMENTED BY H.J. NEWHOUSE, FEBRUARY 1979, AND DEPICTED ON A MAP ON FILE WITH THE CURRY COUNTY ROAD DEPARTMENT.



LEGEND

- Ø" IRON REBAR WITH 1 1/2" ALUMINUM CAP STAMPED "LS 2730" FLUSH WITH PAVEMENT SURFACE.
- JL WITH 1" BRASS WASHER STAMPED "PLS 2730" IN
- WASHER STAMPED "PLS 2730" ON TOP OF AN TRANSFORMER.
- ROAD SPIKE PER CURRY COUNTY SURVEY FILE No. 41-811.
- REBAR WITH YELLOW PLASTIC CAP MKD. "CURRY COUNTY RW"
- LOWER HARBOR COUNTY RD. No. 816 BY H.J. NEWHOUSE
- MAY 1979 ON FILE WITH THE CURRY COUNTY ROAD
- DEPARTMENT.
- PIPE (SIZE NOTED) PER CURRY COUNTY SURVEY FILE No. 41-448.
- POSITION ONLY.
- NOTED
- CURRY COUNTY SURVEY FILE No. 41-1823.
- CURRY COUNTY SURVEY FILE No. 41-448.
- CURRY COUNTY SURVEY FILE No. 41-811.
- MAP OF LOWER HARBOR COUNTY RD. No. 816 BY H.J. NEWHOUSE
- DATED FEBRUARY 1979 ON FILE WITH THE CURRY COUNTY
- DEPARTMENT.
- OTHER.
- MONUMENTS SHOWN ARE OFFICIAL
- OF CURRY COUNTY, OREGON.

ROBERTS & ASSOCIATES HAS NOT MADE AN INDEPENDENT SEARCH FOR NOR DOES THIS MAP NECESSARILY INDICATE ALL ENCUMBRANCES OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, WATER RIGHTS, OR ANY OTHER FACT THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. NOT ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON OR ADJACENT TO THE SITE WERE LOCATED. ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.



Roberts & Associates

LAND SURVEYING INC.
 611 SPRUCE STREET
 P.O. Box 1599
 Brookings, OR 97415
 Ph: 541-469-0162
 Fax: 541-469-5456

Drawn By: CEP	Date: 07/07/20
Checked By: RPR	Job No. 15-089
Drawing Name: BASE	Sheet 1 of 1
Project Folder: 15-089	

RECEIVED

44-1710 33

ACTION ITEM - B

DATE: July 16, 2019
RE: Ordinance No. 23 – Live-aboard
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- The current rule for live-aboards they must have Port permission after 72 hours. The rule does not specify 72 hours in any period of time. Abuse of this rule has occurred and will continue to occur unless a period of time is established.
- Port Staff proposed to revise the rule to be 72 hours in one-week period. Anyone that stays on a vessel for more than 72 hours in any 7-day period is in violation.
- 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.
- First reading of Ordinance amendment is tonight. Second reading on August 20, 2019 at the next regular scheduled meeting. 30-days after August 20 (September 19, 2019) the new live-aboard policy and ordinance would take effect.

DOCUMENTS

- Existing Port Ordinance 4.16, 1 page
- Ordinance 23, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve the introduction of Ordinance No. 23 Live-aboard, reading by title only, 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.

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.

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 ___ day of _____, 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: July 16, 2019
RE: Sealcoat Retail Parking Lot
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Recommended sealcoating of asphalt should take place every 2 to 3 years.
- Retail parking lot may have never had sealcoating done.
- Asphalt preparation and hot rubber crack filler are included in the price.
- Restriping of the parking lot is included in the price.
- Sealcoating work will not start until potholes, some asphalt resurfacing and catch basin work is completed.

DOCUMENTS

- Procurement Request, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve expenditure not to exceed \$50,000 for the sealcoating and striping of retail parking lot and to allow Port Manager or designee to enter into a contract with most responsible contractor to complete the work.

PORT OF BROOKINGS HARBOR

Procurement Request

Project Name: Retail Parking Sealcoat Contract No. _____

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

Award Information:

Company Name: Strahms Sealcoat
Contact Person: Dawn
Address: PO Box 7011
Brookings, OR 97415
Telephone: 541 667-3919

Special Notes or Comments

The totals reflected below represent - fill cracks & one coat of sealcoat & stripe

No.	Proposals / Quotes	Units	Quantity	Total \$
1	Strahms Sealcoat & Striping Inc.			\$5450.00
2	Rebma Striping & Sealcoat			\$29163.00
3	Rocky Mountain Construction			No bid

Prepared by: Brent
Print Name

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

Approved by GM: _____
Signature Print Name Date

Approved by Board Commissioner: _____
Signature Print Name Date

Approved by Board Commissioner: _____
Signature Print Name Date

ACTION ITEM - D

DATE: July 16, 2019
RE: Vehicle Procurement Request
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- This new truck would be assigned to the Harbormaster. Harbormaster position should come with a Port vehicle.
- Harbormaster is currently using his personal truck for Port operations and is reimbursed for the mileage while doing business for the Port. Monthly average reimbursement is \$148.
- New truck will be identified with Port of Brookings Harbor logo. Having a vehicle marked with the Port logo, when coming up to a scene, will give individuals (customers, guest and other government agencies) the assurance that they are speaking to authorized personnel of the Port.

DOCUMENTS

- Procurement Request, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve expenditure not to exceed \$25,000 for the purchase of a new truck.

PORT OF BROOKINGS HARBOR

Procurement Request

Project Name: F-150 Crew Cab Contract No. _____

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

Award Information:

Company Name: Lithia Ford of Klamath Falls Special Notes or Comments

Contact Person: Rip

Address: 2833 Washburn Way
Klamath, OR 97603

Telephone: 541 205-4501

15 quotes by 3 separate dealers, New & Used
See attached.

No.	Proposals / Quotes	Units	Quantity	Total \$
1	Lithia Ford of Klamath Falls F-150 Crew Cab 4x2			\$24,924.50
2	Coast Auto - Ram 1500			32,254.-
3	Silverado			34,008.-

Prepared by: Rrent
 Print Name _____

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

Approved by GM: _____
 Signature _____ Print Name _____ Date _____

Approved by Board Commissioner: _____
 Signature _____ Print Name _____ Date _____

Approved by Board Commissioner: _____
 Signature _____ Print Name _____ Date _____

ACTION ITEM - E

DATE: July 16, 2019
RE: Authorized Bank Signers
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- 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.

DOCUMENTS

- None

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve Sharon Hartung to be added as authorized signer to Rogue Credit Union Account.
- Motion to approve removing Wesley Ferraccioli as authorized signer to Rogue Credit Union Account.

ACTION ITEM - F

DATE: July 16, 2019
RE: Basin 2 Dock Repairs
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Basin 2 docks that were not replaced after the 2011 Tsunami are nearly 50 years old. Most of the concrete triangles are worn out, wood supports rotten and pile hoops disintegrated. Some dock surfaces are worn down to the reinforced wire mesh.
- Port Staff has recently repaired the entire finger on N Dock and P Dock because it became unsafe to use. Each finger repair costs, including staff labor, is between \$4,000 and \$5,000. Material costs only between \$2,000 and \$3,000.
- N, O and P Docks have 10 fingers each. All need to be repaired minus the two recently repaired fingers. Main docks will also need board, rod and pile hoops replaced.
- C and D Docks have side tie slips and 9 fingers that are 24' long. All the wood, rods and triangles need to be replaced.
- E, F and G Docks have 10 fingers each. All need to be repaired minus three recently repaired fingers which include, wood, rods and triangles. Main docks will also need wood and rods replaced. Some pile hoops that were not upgraded after the 2011 Tsunami will need to be replaced.
- Section of main dock at C Dock will remain closed and not repaired until the slopes and dredging are completed. Main dock hits bottom at low tide and will damage any repairs that are made.
- Repairs to the docks are made when time allows or when an accident occurs.
- Estimated material only cost to repair one whole dock (fingers and main dock) is \$50,000. Estimated cost to repair all the old docks is \$250,000. Current budget has \$93,053 for all marina repairs and maintenance. These repairs could take several years to complete.

DOCUMENTS

- None

COMMISSIONERS ACTION

- **Recommended Motion:**
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.

ACTION ITEM - G

DATE: July 16, 2019
RE: Parking Lot Catch Basin Replacements
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Main retail parking lot has two catch basins that drain directly into culverts. Catch basins are designed to capture sediment, debris and associated pollutants before entering the drain line.
- Regularly cleaning the sediment out of the catch basin is the most important aspect of drainage plumbing maintenance.
- The two exiting drain covers will be replaced with a covered manhole ring to allow future access to the culvert for cleaning and inspection.
- A new catch basin with the proper sump design will be installed adjacent to the exiting inlets to capture the stormwater. Port Staff believes these upgrades will put the Port in compliance with stormwater regulations.
- This work will be contracted out by Request for Proposal not to exceed \$15,000. This work should be completed prior to sealcoating project.

DOCUMENTS

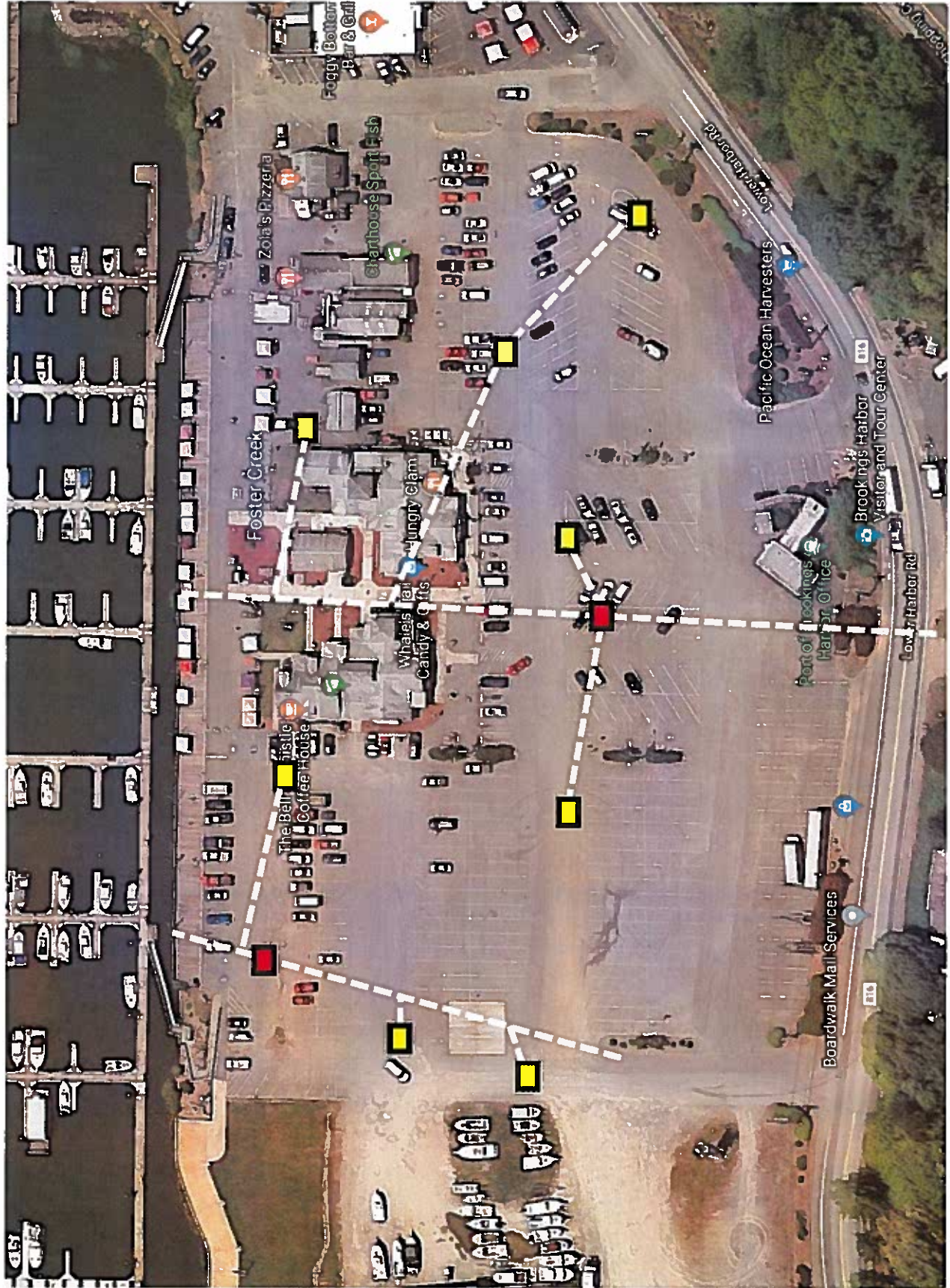
- Existing stormwater drainage system drawing with proposed plan, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
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.

PORT OF BROOKINGS HARBOR

Rough Outline of Existing Drainage for the Main Retail Parking Lot



Based on existing 1993 Port Drawings and field visual inspections. ■ Inlets to be covered and new catch basin installed.

ACTION ITEM - H

DATE: July 16, 2019
RE: Port Office ADA Ramp and Sidewalk
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Existing handrail for the ADA ramp was getting removed and replace because of rot by Port Staff when the ramp was determined to be out of compliance by double the allowable slope percentage.
- Design of the ADA ramp will be determined by the contractor for the best configuration for access to the Port Office per ADA requirements.
- Phase 1, Port Staff is recommending installing a sidewalk along the parking spaces to allow better access to the front door. Phase 2, Curry County may help next year adding sidewalk along Lower Harbor Road at the Port Office location and would provide better access as well as better appeal.
- The ADA Ramp and sidewalk would be contracted out by Request for Proposal not to exceed \$15,000.

DOCUMENTS

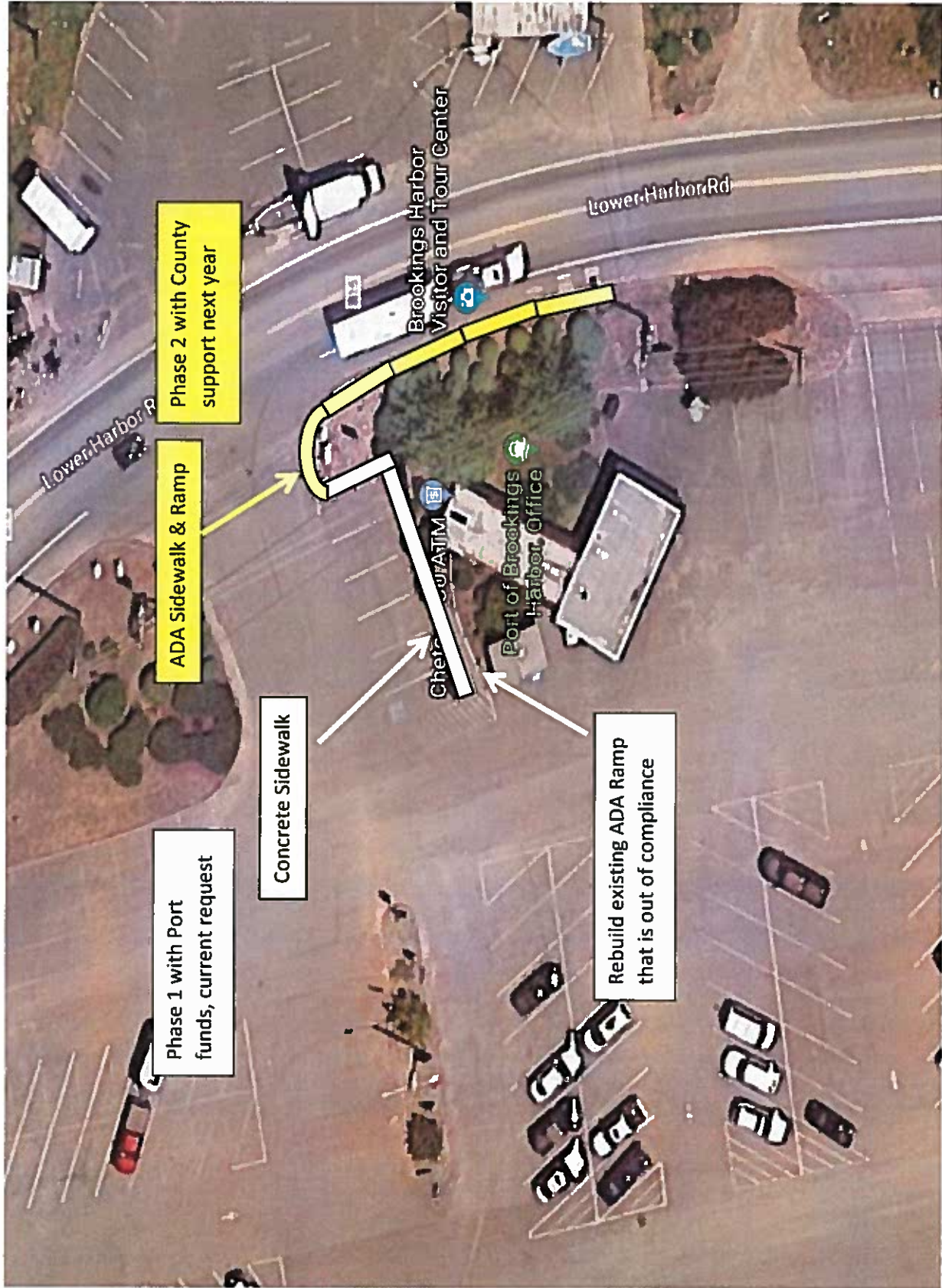
- Conceptual Sidewalk Drawing, 1 page
- Exiting Port Office Access Photos, 3 pages

COMMISSIONERS ACTION

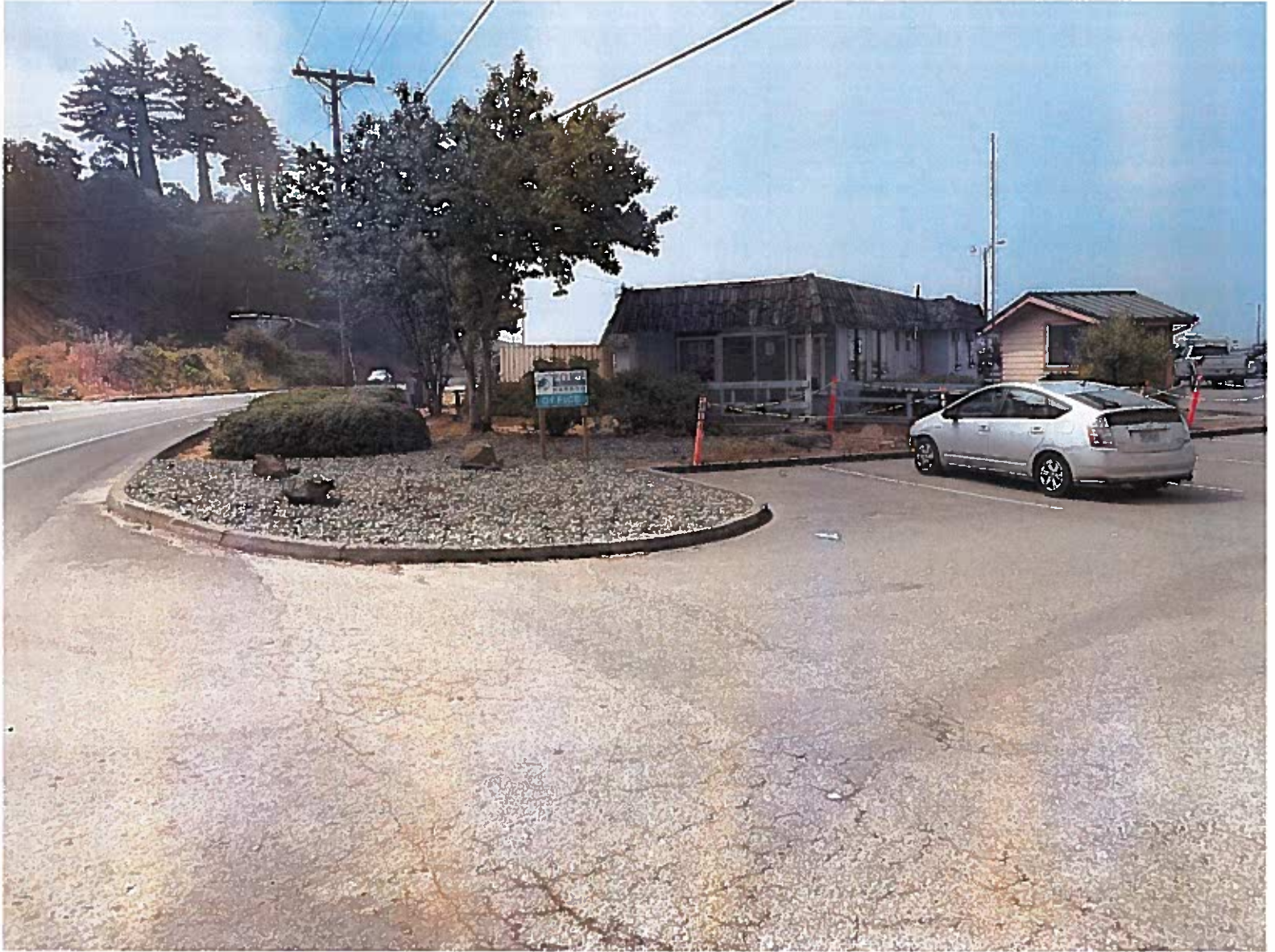
- **Recommended Motion:**
Motion to approve Port Manager or designee for the expenditure, not-to-exceed \$15,000, to install ADA ramp and sidewalk at the Port Office.

PORT OF BROOKINGS HARBOR

Port Office Landscape Plan









ACTION ITEM – I

DATE: July 16, 2019
RE: South Coast Tours LLC Lease
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- South Coast Tours LLC is operating a kayaking, fishing and paddle boarding business off the main dock in Basin 1 since June 2015 under a moorage agreement.
- Businesses using (renting) dock space should be under a lease agreement with the Port. Moorage agreements do not provide the necessary business operation coverage for the Port.
- Dock space rental should be calculated by the square foot and not by linear foot.
- Draft lease was reviewed and approved by Port Counsel and South Coast Tours LLC.

DOCUMENTS

- Draft South Coast Tours LLC Lease, 15 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
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.

DRAFT

**COMMERCIAL LEASE AGREEMENT
SOUTH COAST TOURS LLC**

This lease is made and entered into at Brookings, Oregon, effective the 1st day of June, 2019, by and between the **Port of Brookings Harbor**, an Oregon special district (referred to herein as the "Landlord") and **South Coast Tours LLC** an Oregon limited liability company (hereinafter referred to as "Tenant," whether one or more, and each agreeing to be bound by and held jointly and severally liable under the terms and conditions of this Lease).

1. **Leased Premises.** Landlord hereby leases to Tenant the following described properties located in the Port of Brookings Harbor on the terms and conditions stated below:
 - a. Approximately 87 square-feet of dock space located at 16350 Lower Harbor Road, Brookings, Oregon, as shown in Exhibit "A" and "B", attached hereto and incorporated herein by this reference (the "Leased Premises").

2. **Lease Term and Base Rental.**
 - a. The base rental rate for the Leased Premises shall be \$0.63 per square foot per month for a total of Fifty-Four and 81/100 Dollars per month (\$54.81), payable on the first day of each month commencing June 1, 2019.
 - b. The initial term of this lease shall be three (3) years commencing June 1, 2019 and continuing through May 31, 2022.
 - c. Upon termination of the initial term of this lease, Landlord grants to Tenant the option to renew this lease for one (1) additional three (3) year term upon terms and conditions to be negotiated, provided that Tenant: (a) is not in default of this lease at the time the option is exercised; and (b) Landlord does not need the Leased Premises for its own use; and (c) Landlord is otherwise satisfied with Tenant's use of the Leased Premises during the initial term. The parties agree to negotiate in good faith with respect to the renewal terms and conditions on terms at least as favorable as those offered to any other tenant of Landlord at the time.
 - d. Tenant shall notify the Landlord in writing ninety (90) days prior to expiration of the lease of Tenant's intent to exercise all or any portion of Tenant's option to extend the lease. Failure to provide such notice shall terminate Tenant's option to renew.

3. Base Rent Payment.

- a. Tenant shall pay the base rent for the Leased Premises and any additional rent provided herein without deduction or offset. The base rent shall increase annually, on each anniversary of the lease commencement for the second and each subsequent year, according to the Consumer Price Index for All Urban Consumers (CPI-U). The base rent increase shall be for the total amount of the base rent due. Base rent shall include all prior percentage increases.
- b. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant occupies the Leased Premises.
- c. Additional rent means any other sums payable by Tenant to Landlord under this lease. At the end of the lease agreement, a new base rent will be established.
- d. Should any rent or other payment required of Tenant by this lease not be paid within 10 days after it is due, a late charge of 1.5% per month (18% per annum) will be assessed. In the event, 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 returned payment.

4. Lease Consideration/Security Deposit. Upon execution of the lease, Tenant base rent is due the first day of the month of the lease term for which rent is payable. Tenant is required to pay a security deposit in the sum of \$54.81. Landlord may apply the security deposit to pay the cost of performing any obligation which Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the security deposit is applied by the Landlord, Tenant shall on demand pay the sum necessary to replenish the security deposit to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the security deposit shall be returned to Tenant upon termination of this lease, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the term.

5. Use. Tenant shall use the Leased Premises for launching kayaks and paddleboards (no fishing off docks or within the basins) and for no other purpose without Landlord's written consent. In connection with its use of the Leased Premises, Tenant shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public

authority, including those of the Port of Brookings Harbor, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Port of Brookings Harbor, wherever located. Tenant shall not create or maintain any nuisance or any objectionable fumes, noise, or vibrations while using the Leased Premises.

6. **Equipment.** Tenant shall install in the Leased Premises only such equipment as is customary for the intended *use* and shall not overload the floors (docks) or electrical circuits of the Leased Premises or alter the plumbing or wiring of the Leased Premises, without the written consent of Landlord. Landlord must approve, in advance, the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any equipment installed by Tenant shall remain Tenant's property and shall be installed and operated at Tenant's expense.
7. **Sign.** No signs, awnings, antennas, or other apparatus shall be positioned as to be visible from outside the Leased Premises without Tenant obtaining Landlord's prior written approval as to design, size, location, and color. All signs installed by Tenant shall comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware shall be removed upon termination of this lease with the sign location restored to its formal state unless Landlord elects to retain all or any portion thereof.
8. **Utilities and Services.** Tenant shall have access to the water spigot on the dock. Any loss or interruption in the provision of water service shall not render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease..
9. **Maintenance and Repair - Tenant**

a. Tenant is at all times during the term of this lease, and at Tenant's sole cost and expense, obligated to keep the entire of the Leased Premises and every part thereof in good condition and repair; excepting ordinary wear and tear and damage to the Leased Premises by earthquake, act of God, or the elements. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Leased Premises or any part thereof. Repair of damage caused by negligent or intentional acts or breach of this lease by Tenant, its employees or invitees shall be at Tenant's expense.

If Tenant fails to perform Tenant's obligations under this section 9 or under any other section of this lease, Landlord may enter upon the affected portion of the Leased Premises after ten (10) days' prior written notice to Tenant (except in case of emergency, in which no notice shall be required), perform such obligations on Tenant's behalf and put the Leased Premises in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law shall

be due and payable as additional rent to Landlord together with Tenant's next base rent installment.

On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Leased Premises to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Leased Premises shall not be deemed ordinary wear and tear if the same could have been prevented by commercially reasonable maintenance practices.

10. **Maintenance and Repair - Landlord's Obligations.** The following shall be the responsibility of Landlord:
 - a. Provide adequate means of ingress and egress to the Leased Premises.
 - b. Repair and maintain any structural element that does not meet the definition of Major Damage as provided in Section 15, with respect to the Leased Premises.

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

12. **Indemnity.**
 - a. Tenant shall not allow any liens to attach to the Leased Premises or Tenant's interest in the Leased Premises as a result of Tenant's 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, and 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 fees and costs relating to any such lien.

- b. Except as otherwise stated herein, Tenant hereby waives all claims against Landlord for damage to any property or injury, illness, or death of any person in, upon, or about the Leased Premises arising at any time and from any cause whatsoever other than by reason of the willful act of Landlord, its officers or employees. Tenant shall defend, indemnify and hold Landlord harmless from any and all claims or liability for damage to any property or for 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 or employees; or (b) occurring in, on, or about any part of the Leased Premises when such damage, injury, illness, or death shall be caused by the act, negligence, omission, or fault of Tenant, its agents, servants, employees, invitees, or licensees. Except as otherwise stated herein, Landlord shall have no liability to Tenant because of loss or damage caused by the acts or omissions of other tenants of Landlord, or by third parties. The provisions of this paragraph shall survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

13. Insurance.

- a. Tenant shall carry liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage, for injury or death of persons and damage to or loss or destruction of property including coverage for personal and advertising injury, operations and products completed. Such insurance shall be endorsed to name the Port of Brookings Harbor (Landlord) and Landlord's agent, if any, as an additional insured and additional loss payee and shall contain a "severability of interests" provision. Such insurance shall cover the liability insured under this Lease. All coverage shall be on an occurrence basis and not on a claims made basis. All policies required by this section shall be endorsed to provide a waiver of subrogation in favor of the Port of Brookings Harbor. Tenant shall be responsible for any deductible amounts payable under all policies of insurance.
- b. Tenant shall furnish certificates of insurance to Port's General Manager, P.O. Box 848, Brookings, Oregon 97415 certifying the existence of such insurance no later than five (5) days prior to commencement of this Lease. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or limits or not renewed without fourteen (14) days advance written notice to the

Landlord and Landlord's agent, if any, and a renewal certificate shall be furnished at least 14 days prior to the expiration of any policy.

- c. The insurance required herein shall be primary and without right of contribution from other insurance that may be in effect and without subordination. Any other insurance carried by the Landlord is excess. The insurance policies must be underwritten by a company licensed in the state of Oregon, and carry a minimum Best's rating of "A-VI" or better.
- d. Landlord reserves the right to review, investigate and reject insurance companies proposed to be sued by Tenant if they are determined inadequate to provide necessary coverage's as herein specified. All insurance required by this Agreement lease to be purchased and maintained by Tenant shall be obtained from an insurance company licensed or authorized in the State of Oregon to issue the insurance policies for the limits and coverage's required herein.
- e. If Tenant's policies lapse or are canceled at any time during the term of this Contract, Landlord shall have the right to immediately terminate Tenant's lease until such insurance requirements have been fully satisfied by Tenant. Tenant shall be responsible to Landlord, and shall reimburse and hold Landlord harmless for any bodily injury, fire or property damage not covered by Tenant's insurance.

14. Exemption of Landlord from Liability. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Leased Premises or the Port, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, wires or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Port, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, occupant or user of the Port, nor from the failure of Landlord to enforce the provisions of any other lease of the Port.

15. Major Damage. Major damage means damage by fire or other casualty to the Leased Premises that causes the Leased Premises or any

substantial portion of the Leased Premises to be unusable, or which will cost more than twenty-five percent (25%) of the pre-damage value of the Leased Premises to repair, or which is not covered by insurance. In case of major damage, Landlord or Tenant may elect to terminate this lease by notice in writing to the other party within thirty (30) days after such date. If this lease is not terminated following major damage, or if damage occurs that is not major damage, Landlord shall promptly restore the Leased Premises to the condition existing just prior to the damage, with the exception of damage to Tenant improvements. Restoration of any Tenant improvements or alterations installed by Tenant, and the costs thereof, shall be the responsibility of the Tenant. Rent shall be reduced from the date of damage until the date restoration work being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Leased Premises not useable by Tenant.

16. **Waiver of Subrogation.** Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises and any alterations or Tenant improvements it has made to the Premises. Neither Landlord nor Tenant shall be liable to the other for any loss or damage caused by any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption. There shall be no subrogated claims by one party's insurance carrier against the other party arising out of any such loss.

17. **Eminent Domain.** If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Leased Premises or a portion sufficient to render the Leased Premises unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that possession is taken by the condemning authority; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as to substantially handicap, impede, or impair Tenant's use of the balance of the Leased Premises for the purpose intended. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Leased Premises caused by the taking. All condemnation proceeds shall belong to Landlord, and Tenant shall have no claims against Landlord or the condemnation award because of the taking.

18. **Assignment and Subletting.**
 - a. This lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant shall not assign its interest under this lease or sublet all or any portion of the Leased Premises without first obtaining Landlord's consent in writing. This provision shall apply to all transfers by operation of law

including, but not limited to, mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this lease and no consent to one assignment or subletting shall be consent to any further assignment or subletting. Landlord shall not unreasonably withhold or delay its consent to any assignment, or to subletting, accepting that the proposed Tenant has been approved by Landlord in writing.

- b. Upon assignment of the lease, a new base rent may be established for the remainder of the lease at the sole option of the Landlord. If Tenant proposes a subletting or assignment to which Landlord is required to consent under this paragraph, Landlord shall have the option of terminating this lease and dealing directly with the proposed sub-tenant or assignee, or any third party. If an assignment or subletting is permitted, any cash profit, or the net value of any other consideration received by Tenant as a result of such transaction shall be paid to Landlord promptly following its receipt by Tenant. Tenant shall pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney fees.

19. Default.

- a. Any of the following shall constitute a default by Tenant under this lease:
 - 1. Tenant's failure to pay rent or any other charge under this lease within ten (10) days after its due, or failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this lease.
 - 2. Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for Tenant's property.

3. Assignment or subletting by Tenant in violation of Section 18 above.
4. Vacation or abandonment of the Leased Premises for more than three (3) months without the written consent of Landlord.
5. If this Lease is levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days.

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

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

of one and one-half percent (1.5%) per month. Any such payment or performance by Landlord shall not waive Tenant's default.

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

22. **Access.** During times, other than normal business hours Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Leased Premises. In such event, Landlord shall have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord shall have the right to enter upon the Leased Premises at any time by passkey or otherwise to determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs to the Leased Premises, or to show the Leased Premises to any prospective tenant or purchasers. Except in case of emergency such entry shall be with at least 24 hours prior notice and at such times and in such manner as to minimize interference with the reasonable business use of the Leased Premises by Tenant.

23. **Notices.** Notices to the parties relating to the lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Leased Premises. Rent shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.

24. **Subordination.** This lease shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Leased Premises. At Landlord's option this lease shall be subject and subordinate to any future encumbrance hereafter placed against the Leased Premises (including the underlying land) or any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.

25. **Transfer of Premises.** If the Leased Premises is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the Landlord under this lease, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.
26. **Estoppel.** Either party will within twenty (20) days after notice from the other execute, acknowledge and deliver to the other party a certificate whether or not this lease has been modified and is in full force and effect, whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease. Unresolved good faith disputes between Landlord and Tenant shall be resolved pursuant to mandatory binding arbitration as provided herein.
27. **Attorney's Fees.** In the event, any action, suit, or other proceeding shall be instituted by either party to this lease to enforce any provision of this lease or any matter arising therefrom or to interpret any provision of this lease, the prevailing party shall be entitled to recover from the other party 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 shall recover from the other party reasonable attorney's fees for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney fees in the lower court, or courts, or other proceeding.

28. **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all material terms of this lease, Tenant shall be entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord shall have no liability to Tenant for loss or damages arising out of the acts of other tenants of Port property or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises.
29. **Complete Agreement.** This lease and the attached Exhibits constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is

relying on any representations other than those expressly set forth herein. Any modification to this lease must be in writing and signed by both parties.

30. **Nonwaiver.** Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
31. **Real Property Taxes.**
- a. **Payment of Taxes.** Tenant shall pay the real property tax, if any, as defined in paragraph 31.c. below applicable to Tenant's portion of the Port as represented by the lease.
 - b. **Additional Improvements.** Tenant shall be responsible for paying Tenant's share of any increase in real property tax specified in the Tax Assessor's records and work sheets as being caused by additional improvements placed upon the Leased Premises by Tenant or by Landlord for the use by Tenant.
 - c. **Definition of "Real Property Tax".** As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.
32. **Severability.** The invalidity of any provision of this lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions herein.
33. **Time of Essence.** Time is of the essence with respect to the obligations to be performed under this Lease.
34. **Security Measures.** Each party acknowledges that they shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the other party or their property. Each party assumes all responsibility for the protection of itself, its agents and invitees and its property from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option from providing security protection for the Port or any part thereof.

35. **“As-is”**. This lease is not subject to any implied warranties. The Leased Premises are being leased in “as is” condition.

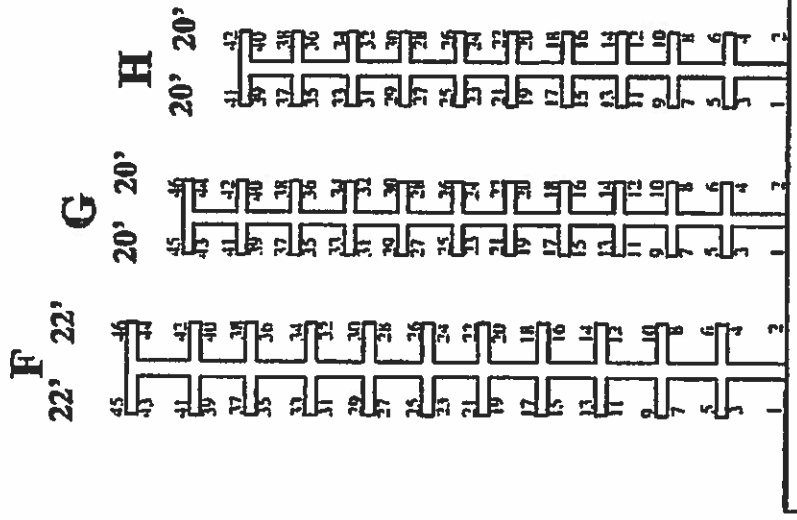
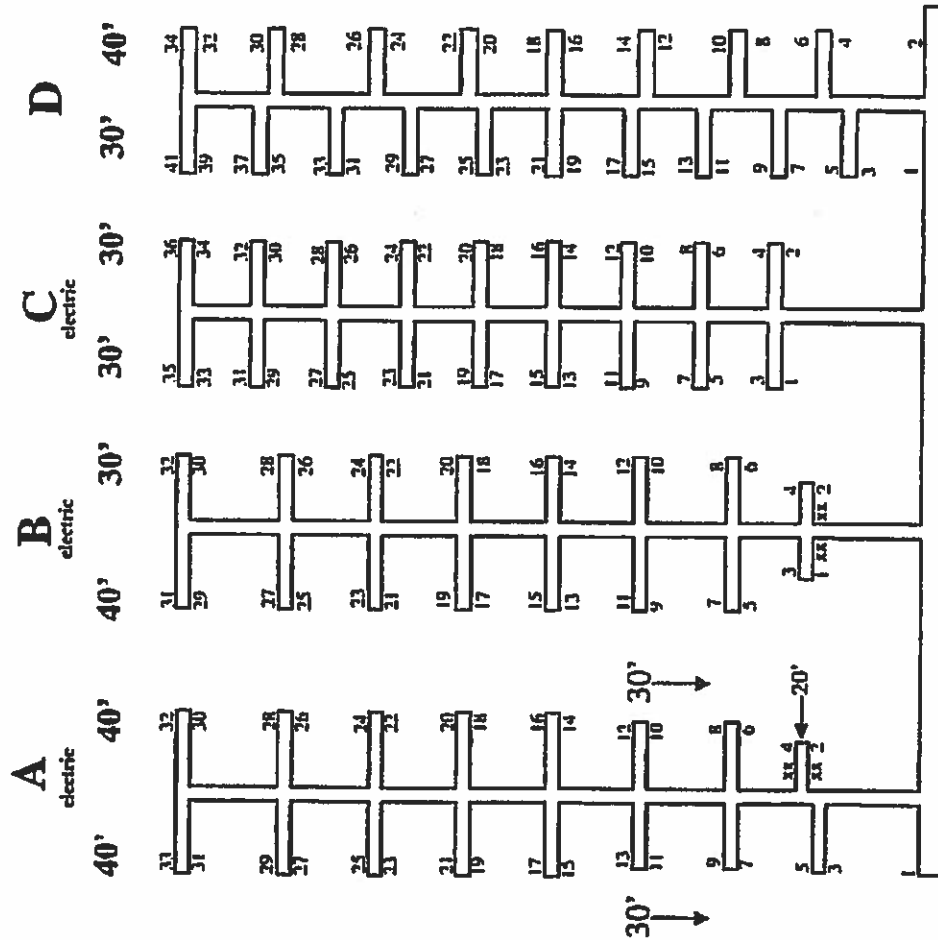
36. **Parking**. Assigned parking is not included in this lease.

37. **Venue**. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Oregon. Any action brought by any party hereto shall be brought in Curry County Circuit Court in and for the State of Oregon or in federal district court for the District of Oregon, Medford Division and no other court.

IN WITNESS, WHEREOF, the duly authorized representatives of the parties have executed this lease as of the day and year first written above.

PORT OF BROOKINGS-HARBOR, Landlord	SOUTH COAST TOURS LLC Tenant
Dated: _____	Dated: _____
By: _____ Board Chairman Roy Davis	By: _____ Name: Dave Lacey Its: Manager/Member
ATTEST: _____ Board Secretary Joseph M. Speir	
Mailing Address: P.O. Box 848 Brookings, OR 97415	Mailing Address: 27436 Hunter Creek Gold Beach, OR 97444
Phone: 541-469-2218 Fax: 541-359-3999	Phone: Fax :

PORT OF BROOKINGS HARBOR
BASIN I
EXHIBIT 'A'



LAUNCH RAMP

11' x 7' = 77'

2' x 5' = 10SF

TOTAL SF = 87

BOARDWALK

5

EXHIBIT "B"



ACTION ITEM – J

DATE: July 16, 2019
RE: Meeting Room Rental Agreement
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Local organization requested to rent the meeting room for a day in August.
- Draft Meeting Room Rental Agreement was reviewed and approved by Port Counsel. Port Counsel suggested insurance should be provided to protect the Port from any type of personal injury or property damage.
- Added Section 14 for proof of liability and property insurance with Port additional insured.

DOCUMENTS

- Draft Meeting Room Rental Agreement, 2 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve Meeting Room Rental Agreement.

660



Meeting Room Rental Agreement

Date of Request: _____

Company: _____

Contact Person: _____

Address: _____

Phone: _____ email: _____

Date(s) Room Requested: ____/____/____ to ____/____/____

Meeting Room (maximum of 49 people) Full Day (8:00am – 8:00pm)

Description of Event: _____

Anticipated Number of Attendees: _____

Start Time: _____

End Time: _____

Meeting Room Rental Rate - \$50 per day X _____ days = \$ _____

Meeting Room Table Set-Up to be performed by Renter

I agree to the General Use Meeting Room Rental Regulations listed on the reverse side.

Authorized Signature: _____

Cancellations received less than one week in advance will be subject to full rental fee.

General Use Meeting Room Rental Regulations

Conditions for use

1. No A/V equipment is provided. No Internet and Wi-Fi provided. All catering needs must be coordinated and paid for by the Renter directly with the caterer.
2. Renters must be on hand to meet any vendors, caterers, set-up people, etc. for which they have contracted prior to the meeting and agree that the POBH and its staff are not responsible for payment, acceptance and/or signatures.
3. A deposit equal to the meeting room rental charge will be collected for facility rentals. The deposit will be refunded if the facility is left clean and the table and chair arrangement is put back in its original order and all furnishings are undamaged. The deposit will be non-refundable for any cancellations within one week of the meeting date.
4. All facility rentals require a valid government issued ID and a valid credit card.
5. Any program/event held in the meeting room is expressly not sponsored, endorsed or in any manner affiliated with the Port of Brookings Harbor.
6. POBH may require the Renter to furnish a certificate of insurance to cover any liability incurred by Renter's use of the facility.
7. The requesting entity is responsible for cleaning the room after use. All decorations, food, and other items brought in must be removed at the end of the meeting and trash must be placed in receptacles. If tables and chairs have been rearranged, they must be returned to their original positions.
8. All Federal, State and local laws and regulations must be observed at all times.
9. The Renter assumes all responsibility for the actions of their guests and shall not allow any unlawful or disruptive activities or behavior. The event must be supervised by the Renter during the entire period of use.
10. Renter agrees to not use staff computers, staff phones, or the other areas of the building. Use is limited to the room rented, common and public areas such as the restrooms.
11. Users must keep all equipment clean and free from damage, including damages caused by food or drink.
12. Violation of any of the room use regulations may result in the loss of the room use in the future.
13. Renter agrees that no alcoholic beverages may be consumed on the premises unless dispensed by a caterer or vendor with the appropriate licenses from the Oregon Liquor Control Commission (OLCC).
14. Proof of liability and property insurance with Port additional insured.

Liability Terms

RENTER AGREES TO INDEMNIFY AND HOLD HARMLESS THE PORT OF BROOKINGS HARBOR, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY ARISING FROM THE ACTIVITIES OF RENTER AND RENTER'S GUESTS DURING THE RENTAL PERIOD.

- A. Renter is responsible for any loss or damage to the meeting room, adjoining facilities, building common areas, or building exterior or grounds. This includes all damages to any equipment, fixtures, surfaces, including the ceiling, floors and floor finishes, or any other property. Renter agrees and acknowledges that Renter's liability for loss or damages is not limited to the amount of the deposits received by POBH.
- B. POBH will not be liable for any failure to perform or damages caused by an act of God, force majeure or other unforeseen event reasonably beyond POBH's control.
- C. POBH is not responsible for items belonging to Renter or Renter's guests that are lost, stolen, or damaged during the Rental period.

If all guidelines are not followed, the Port has the right to cancel the rental contract and deny any future requests for room rental to the applicant.

Please fill out and this form and return to POBH. We will contact you within 24 hours of receipt to confirm the availability.

16330 Lower Harbor Road, P.O. Box 848, Brookings, OR 97415
541-469-2218 (P) • 541-359-3999 (F)
danielle@portofbrookingsharbor.com

ACTION ITEM – K

DATE: July 16, 2019
RE: Incineration System for Fish Carcasses
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- One of the most unappreciated aspects of fish stations are the disposal of fish and crab carcasses.
- Our Port has several options for disposal. Crab carcasses are typically disposed in the normal garbage system. Fish carcasses are normally shipped off for disposal by Eco-Nutrients.
- Fish carcasses are removed routinely from the fish station and stored at another location within the Port property. If the carcasses are not removed soon enough from Port property, carcasses begin to rot and create a smell nuisance.
- There is no cost for disposal from Eco-Nutrients other than Port Staff handling the carcasses from the fish station and then loading onto a trailer.
- Ideas have been brought forth to purchase or rent a refrigerated container. Renting would not be a choice since this would be a permanent item. The purchase of a used 20' container is between \$10,000 to \$15,000, not including hook-up and electric monthly charges. New 20' container would be in the \$27,000 range.
- Disposal of the carcasses would still happen with the refrigerated container.
- Another idea to handle fish carcasses is to grind them up and dispose them into the river if Department of Environmental Quality would allow the discharge. Port is still waiting to hear back from DEQ on the request for disposal into the river.
- Port Staff suggested incinerating the carcasses on site. Initial research into the cost for an incinerator for the size we are guessing is \$27,000 to \$30,000. Port Staff believes the incinerator choice to be the best solution for our fish carcass disposal.
- Permitting for the incinerator is through DEQ. Curry County Planning will follow DEQ permitting requirements. If approved, the incinerator system would be located in the gear storage area adjacent to the fuel dock with some additional groundwork expenses for the site.

DOCUMENTS

- Information on Incinerator Systems, 20 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
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.

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Travis Webster <travis@portofbrookingsharbor.com>

incinerator

ABTS Martin <Martin.ABTS@state.or.us>

Tue, Jul 2, 2019 at 11:57 AM

To: Travis Webster <travis@portofbrookingsharbor.com>, Gary Dehlinger <Portmanager@portofbrookingsharbor.com>

Cc: ABTS Martin <Martin.ABTS@state.or.us>

Thanks Travis!

Reading through the brochures, I see that "Stack Test Data available..." This is the information I need to ensure the operation of a proposed "fish carcass incinerator" will meet DEQ's particulate emission standards for your incinerator.

Particulate emission standards for incinerators vary, and are dependent on many factors, but primarily on the type of fuel used and the type of waste burned. For your incinerator, where the fuel is natural gas/propane, fish carcasses would not be defined as "solid waste." The wastes you intend to dispose by combustion would better fit under crematory incinerators. Here are the standards for crematory incinerators:

"340-230-0200***Crematory Incinerators: Emission Limitations***

(1) No person may cause to be emitted particulate matter from any crematory incinerator in excess of 0.080 grains per dry standard cubic foot of exhaust gases corrected to 7 percent O₂ at standard conditions.

(2) Opacity. No visible emissions may be present except for one 6-minute period per hour of not more than 20% opacity as measured by EPA Method 9.

(3) Odors. In cases where incinerator operation may cause odors which unreasonably interfere with the use and enjoyment of property, the Department may require by permit the use of good practices and procedures to prevent or eliminate those odors.

340-230-0210***Crematory Incinerators: Design and Operation***

(1) Temperature and Residence Time:

(a) For a crematory incinerator installed on or after March 13, 1993, the temperature at the final combustion chamber must be equal to or greater than 1800° F with a residence time of at least 0.5 seconds. The temperature in the final chamber must be equal to or greater than 1400° F prior to igniting the primary burner.

(b) For a crematory incinerator installed prior to March 13, 1993, the temperature at the final combustion chamber must be equal to or greater than 1600° F with a residence time of at least 0.5 seconds. The temperature in the final chamber must be equal to or greater than 1200° F prior to igniting the primary burner.

(2) Operator Training and Certification. Each crematory incinerator shall be operated at all times under the direction of individuals who have received training necessary for proper operation. The following shall be available on-site at all times for Department inspection:

(a) A description of a Department-approved training program; and

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(b) A written statement signed by each operator stating that the operator has undergone and understood the training program.

(3) As defined in OAR 340-230-0030(10), crematory incinerators may only be used for incineration of human and animal bodies, and appropriate containers. No waste, including infectious waste as defined in OAR 340-230-0030, may be incinerated unless specifically authorized in the Department's Air Contaminant Discharge Permit.

340-230-0220

Crematory Incinerators: Monitoring and Reporting

(1) All crematory incinerators shall operate and maintain continuous monitoring for final combustion chamber exit temperature. The monitoring device shall be installed and operated in accordance with the manufacturer's instructions, and shall be located in an area of the secondary combustion chamber that will allow evaluation of compliance with OAR 340-230-0210

(2) All records associated with continuous monitoring data including, but not limited to, original data sheets, charts, calculations, calibration data, production records and final reports shall be maintained for a continuous period of at least two years and shall be furnished to the Department upon request.

340-230-0230

Crematory Incinerators: Compliance

A crematory incinerator installed on or after March 13, 1993, must demonstrate within 180 days of startup compliance with OAR 340-230-0200(1) by:

(1) Conducting a source test for particulate matter emissions in accordance with OAR 340-212-0120 through 340-212-0140; or

(2) Submitting the results of testing performed on a crematory incinerator that the Department agrees is comparable to the incinerator in question."

I have a high degree of confidence that the applicable DEQ air quality standards required of your proposed fish carcass incinerator will be the standards required for crematory incinerators (as shown above). I will confirm this next week, as I am out the rest of the week beginning now.

Thanks,

Martin Abts

AQ Program - DEQ

Coos Bay Office

541-269-2721 ext. 222

abts.martin@deq.state.or.us

[Quoted text hidden]



Travis Webster <travis@portofbrookingsharbor.com>

Incineration systems for Port of Brooking Harbor

1 message

Howard Levens <howard@incineratorguys.com>
To: travis@portofbrookingsharbor.com

Thu, Jun 27, 2019 at 4:22 PM

To Travis

Thank you for your telephone inquiry looking for a incineration system for general public fish cleaning remains. I have attached a number of models for your review. Please note these models can fit your requirements. Price changes depending on the type of vent stack to meet local requirements.

You will find attached to this email the following items for your review.

Detailed factory specification sheets for A-200, A-400, A-600, and A-850 all with secondary burner. With secondary burners these system will take care of over 90% of any smell and smoke associated with incineration of your fish remains. See photo A-200 as a representation of all "A" models. I would **not** recommend a single burner incineration system, because there would be smell and smoke associated with be incineration process. If a more robust secondary would be needed to reduce smell and smoke below 95% then a "C" model would be appropriate for your Port facility. I have also attached specifications and photo TAA C6-200.JPG. These systems can be manufactured to use Natural Gas, LP Gas, and diesel fuel. Systems do have a different price depending on fuel. There is other optional equipment depending on local permitting and site needs.

A-200 main fire chamber burner with a secondary burner List Price \$14,950.00 to \$17,950.00. Depending on fuel.

A-400 main fire chamber burner with a secondary burner List Price \$16,950.00 to \$19,950.00. Depending on fuel.

A-600 main fire chamber burner with a secondary burner List Price \$19,950 to \$23,950.00. Depending on fuel.

A-850 main fire chamber burner with a secondary burner List Price \$24,950.00 to \$27,950.00. Depending on fuel.

C6-200 main fire chamber burner with secondary burner, insulated secondary vent stack; List Price \$23,950.00 to \$26,950.00. Depending on fuel.

C12-400 main fire chamber burner with secondary burner, insulated secondary vent stack; List Price \$26,995.00 to \$29,950.00. Depending on fuel.

Each one of the models is dependent on the local permitting codes. Is your location dependent on local building codes or air quality regulations? These various building or air quality codes may dictate a specific cremation system. These models

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start with an "A" model that is a basic agricultural system to a more robust secondary "C" model. Once you know what your permitting requirements are, if any, then a model should be determined. Have you contacted your local permitting office? If not we suggest that your clinic make a contact for permitting guidance. As I mentioned on the telephone only a local permitting office can give you your site specific needs, if any.

Specifications and fuel consumption are part of specifications attached. A single incineration would range from 2 to 4 hours depending on the size of load and moisture. If you hold fish remains in a freezer, incineration time will increase, by size and weight of load.

All remains would be sterilized with no bacteria and pathogens. Ash remains could be broadcast on 65 acre grass surface site with no predators looking for a meal since ash has no remains.

If you are looking to finance an incineration system, RTD Business Finance has financed various incineration systems in the past. Ryan Ponti can supply you with financing details. See RTD Business Finance's information and credit application for municipal financing.

Email or call us with your questions. I will call you early next week as a follow up.

We do have a incineration system to fit your needs. We need to just get additional facts to help you determine the right system for your location.

Best Regards,

Howard Levens
Northwest Industrial Equipment, Inc.
22020- 68th Avenue South
Kent, Washington 98032 USA

Phone: 253-872-6060
Fax: 253-872-6059
Toll Free: 1-800-261-1041

Email: howard@incineratorguys.com
Website: www.incineratorguys.com

11 attachments



Cadaver remains.JPG
3075K

73



A-200 A.png
2429K



TAA C6-200.JPG
133K


 **A200 Animal.pdf**
260K

 **A400 Animal.pdf**
182K

 **A600 Animal.pdf**
182K

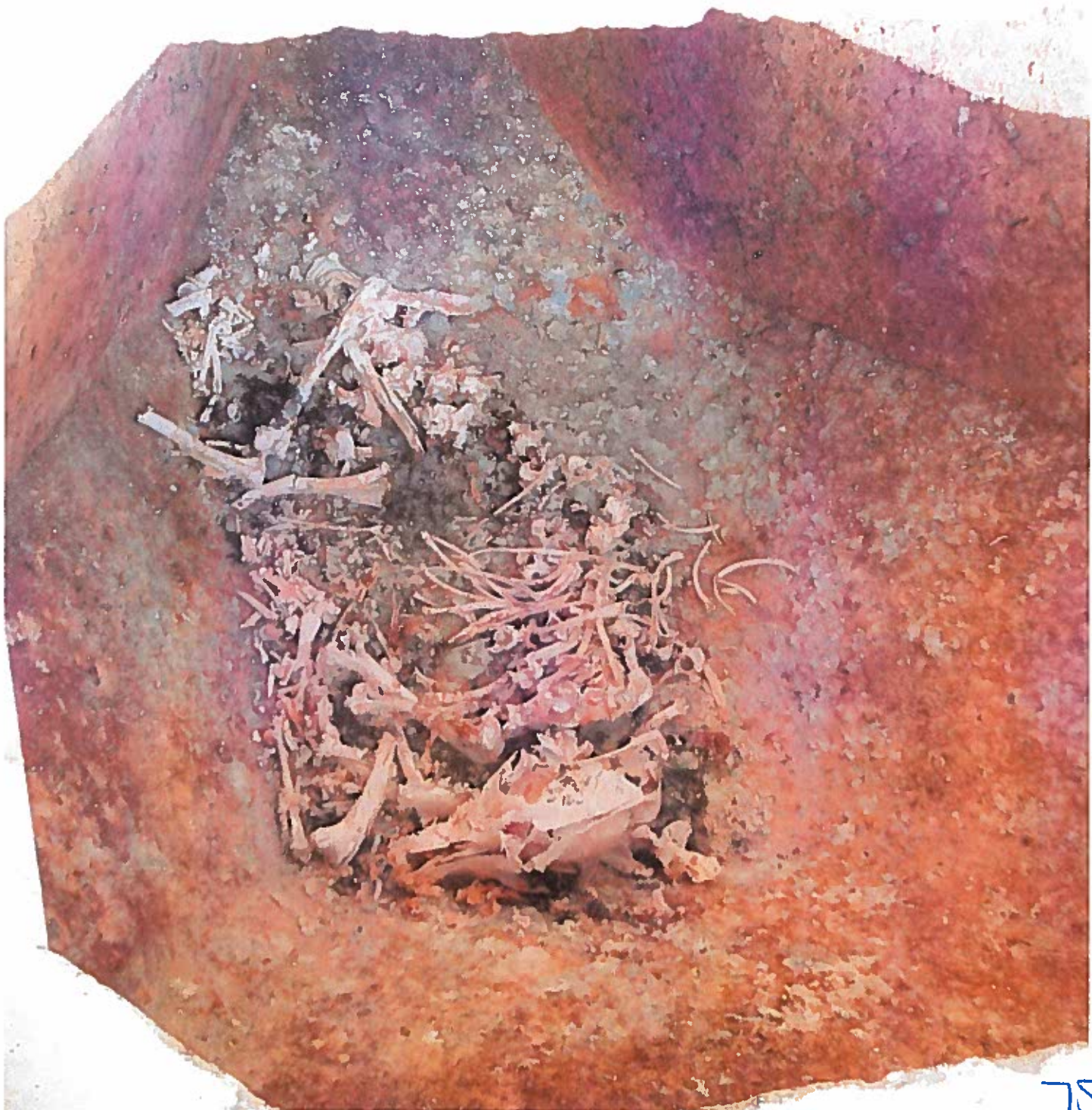
 **A850 Animal.pdf**
153K

 **C6-200 Animal.pdf**
177K

 **C12-400 w.oil.pdf**
162K

 **RTD NWIE Muni rates 2Q2019.pdf**
120K

 **RTD Equip Financing Advantages.pdf**
168K



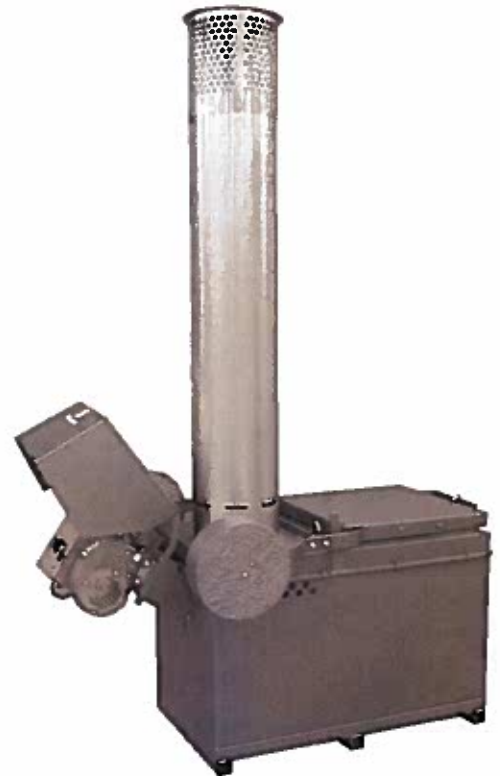
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Model A200 Cremation System

Unique Design Compliant with Air Quality Regulations

- Recirculating flue gases assure clean operation.
- Built by specialists in incinerator systems.
- Designed for safe, easy operation with simple to use controls.
- Includes many benefits of high-priced systems, yet within the budgets of small facilities.
- **200 pound rated load capacity.**
- Easy to use... Set timers and walk away.
- Available with LP, Natural Gas, or Oil burners. Single burner model shown.



LOWEST OPERATING COST IN THE INDUSTRY!

*One simple solution to solid/liquid waste disposal
Immediately eliminates potential to spread diseases*

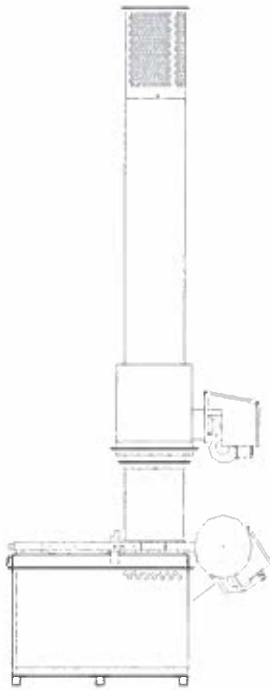
Northwest Industrial Equipment, Inc.

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253-872-6060

www.incineratorguys.com

Benefits and Features of the A200 Series



- Concave refractory bottom specifically designed to insure burnout and total destruction of solid and liquid wastes.
- Secondary chamber with burner available.
- Insulated, refractory-lined chambers and stacks for durability, energy retention, and emissions control.
- High temperature refractory lined chamber walls.
- Factory assembled, aluminized steel jacket lined with high-temperature refractory.
- Factory cured chambers and stacks.
- Assembly on-site can be done with common farm equipment.
- Counter-balanced fill door.
- Manual set burn time and automatic shut off.
- Burn times are adjustable by operator to meet varying loads.
- Choice of fuels: LP, Natural Gas, or Fuel Oil.
- Stack Test Data available on many models.
- We provide permit and compliance assistance at no cost.

Specifications Summary

A200 Propane, Natural Gas, or Diesel Fired Cremation System complete with one burner, optional second burner and secondary burn chamber, stainless and / or refractory lined stack and chambers, and manual operating timers.

WASTE CHAMBER		INSTALLATION		
Chamber capacity (Type 4 waste-pathological)	200 lbs 91 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.		
Chamber volume (approximate)	6.3 cu. ft. .18 cu. m.			
Chamber size (inside)	Width 20"			51 cm
	Height 22"			56 cm
	Length 36"			91 cm
Door opening	18"W x 20"L	46 cm x 51 cm		
Height to door	33"	84 cm		
Overall dim's 1 burner, w/stack	104"H x 42"W x 65"L	2.6 m x 107 cm x 165cm	GENERAL Electrical service Standard – 115 volt, 60 HZ, 20 amp Also available – 220 volt, 50 HZ, 10 amp BURNERS LP or Natural or Diesel burner(s) with spark ignition and flame safety shut-off. OPERATION Manual timers TOTAL WEIGHT 900 lbs. (approximate) 408 kg	
Overall dim's 2 burner, w/stack	140"H x 42"W x 65"L	3.5m x 107 cm x 165cm		
Suggested min. slab size (l x w x thick)	8' x 6' x 4"	1.8 m x 2.4m x 10cm		
STACK				
Diameter	1 burner system 12"	30.5 cm, 2 burner system 14"		35.5 cm
Material 14 gauge (2 mm) lined Aluminized Steel and/or unlined stainless steel				
REFRACTORY THICKNESS				
Primary	3.0"(2800F)	7.6 cm		
Secondary	1.5"(2800F)	3.8 cm		
Stack	1.5"(2800F)	3.8 cm		
APP. FUEL CONSUMPTION		A200 LP	A200 NATURAL GAS	A200 Diesel
Upper burner		0.83 GPH	83 CFH	0.5 GPH
Lower burner		3.0 GPH	275 CFH	2.5 GPH

* Fuel consumption approximate. Actual fuel use depends on BTU content of waste.

Northwest Industrial Equipment, Inc.

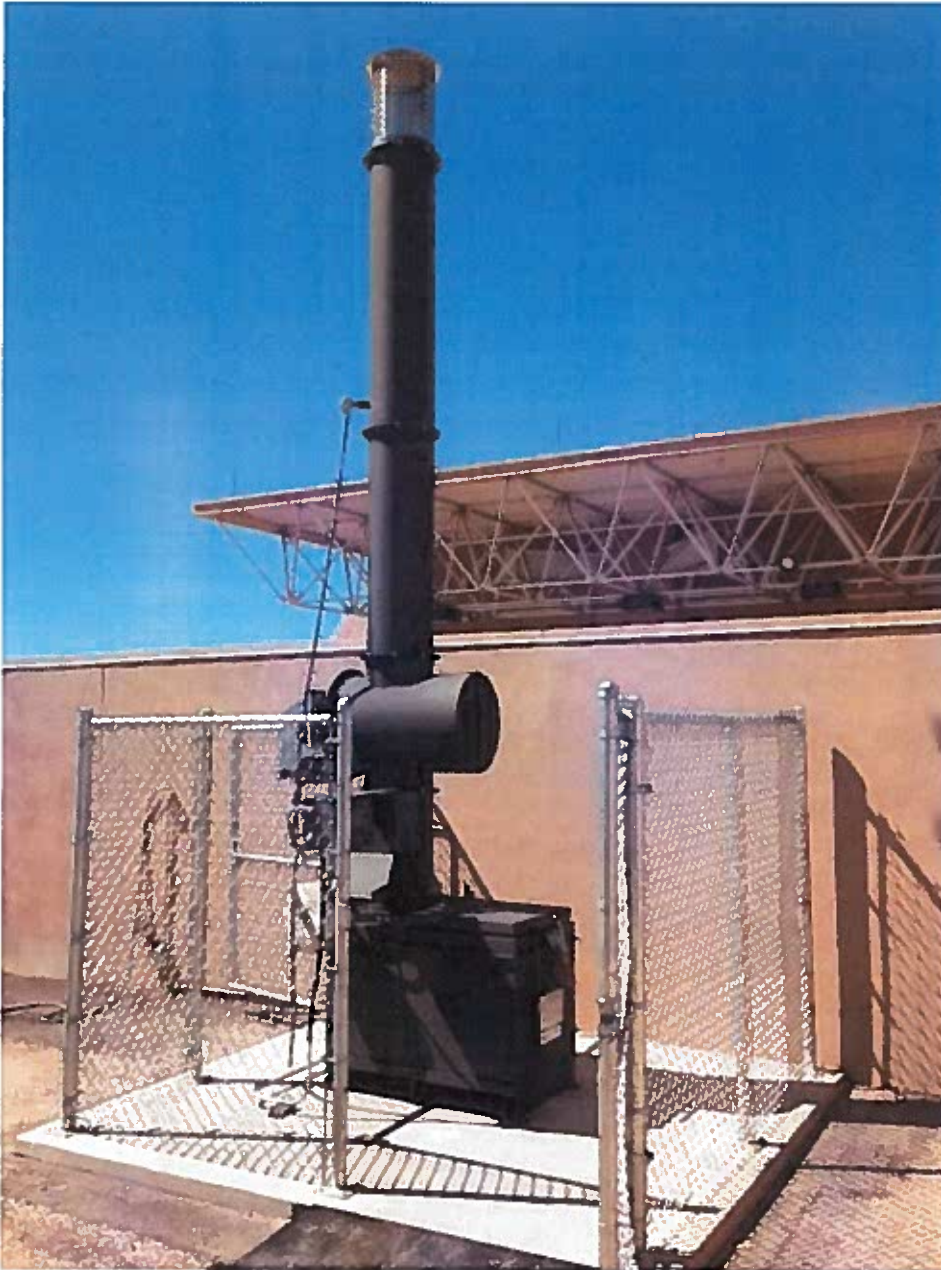
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Model A400 Cremation System

Unique Design Compliant with Air Quality Regulations

- Recirculating flue gases assure clean operation.
- Built by specialists in incinerator systems.
- Designed for safe, easy operation with simple to use controls.
- Includes many benefits of high-priced systems, yet within the budgets of small facilities.
- **400 pound rated load capacity.**
- Easy to use... Set timers and walk away.
- Available with LP, Natural Gas, or Oil burners. Single burner model shown.



LOWEST OPERATING COST IN THE INDUSTRY!

*One simple solution to solid/liquid waste disposal
Immediately eliminates potential to spread diseases*

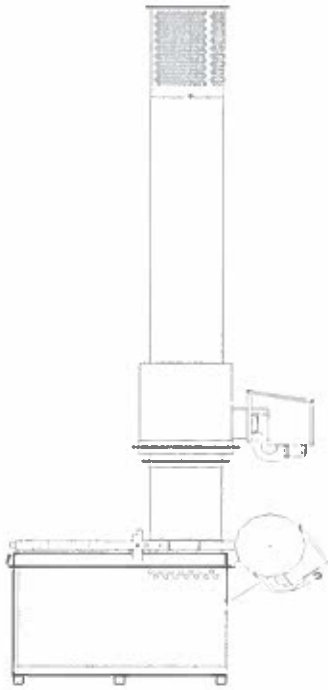
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Benefits and Features of the A400 Series



- Concave refractory bottom specifically designed to insure burnout and total destruction of solid and liquid wastes.
- Secondary chamber with burner available.
- Insulated, refractory-lined chambers and stacks for durability, energy retention, and emissions control.
- High temperature refractory lined chamber walls.
- Factory assembled, aluminized steel jacket lined with high-temperature refractory.
- Factory cured chambers and stacks.
- Assembly on-site can be done with common farm equipment.
- Counter-balanced fill door.
- Manual set burn time and automatic shut off.
- Burn times are adjustable by operator to meet varying loads.
- Choice of fuels: LP, Natural Gas, or Fuel Oil.
- Stack Test Data available on many models.
- We provide permit and compliance assistance at no cost.

Specifications Summary

A400 Propane, Natural Gas, or Diesel Fired Cremation System complete with one burner, optional second burner and secondary burn chamber, stainless and / or refractory lined stack and chambers, and manual operating timers.

WASTE CHAMBER		INSTALLATION		
Chamber capacity (Type 4 waste-pathological)	400 lbs	182 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.	
Chamber volume (approximate)	12.6 cu. ft.	.36 cu. m.		
Chamber size (inside)	Width	29"		74 cm
	Height	22"		56 cm
	Length	42"		106 cm
Door opening	22"W x 29"L	56 cm x 74 cm		
Height to door	30.5"	77 cm		
Overall dim's 1 burner, w/stack	132"H x 57"W x 71"L	3.35 m x 145 cm x 180cm	GENERAL Electrical service Standard – 115 volt, 60 HZ, 20 amp Also available – 220 volt, 50 HZ, 10 amp BURNERS LP or Natural or Diesel burner(s) with spark ignition and flame safety shut-off. OPERATION Manual timers TOTAL WEIGHT 1975 lbs. (approximate)	
Overall dim's 2 burner, w/stack	186"H x 57"W x 71"L	4.7m x 145 cm x 180cm		
Suggested min. slab size (l x w x thick)	8' x 6' x 4"	1.8 m x 2.4m x 10cm		
STACK				
Diameter	1 burner system 12"	30.5 cm,	2 burner system 14"	35.5 cm
Material	14 gauge (2 mm) lined Aluminized Steel and/or unlined stainless steel			
REFRACTORY THICKNESS				
Primary	3.0"(2800F)	7.6 cm		
Secondary	1.5"(2800F)	3.8 cm		
Stack	1.5"(2800F)	3.8 cm		
APP. FUEL CONSUMPTION		A400 LP	A400 NATURAL GAS	A400 Diesel
Upper burner		0.83 GPH	83 CFH	0.5 GPH
Lower burner		3.0 GPH	275 CFH	2.5 GPH

* Fuel consumption approximate. Actual fuel use depends on BTU content of waste.

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Model A600 Cremation System

Unique Design Compliant with Air Quality Regulations

- Recirculating flue gases assure clean operation.
- Built by specialists in incinerator systems.
- Designed for safe, easy operation with simple to use controls.
- Includes many benefits of high-priced systems, yet within the budgets of small facilities.
- **600 pound rated load capacity.**
- Easy to use... Set timers and walk away.
- Available with LP, Natural Gas, or Oil burners. Single burner model shown.



LOWEST OPERATING COST IN THE INDUSTRY!

*One simple solution to solid/liquid waste disposal
Immediately eliminates potential to spread diseases*

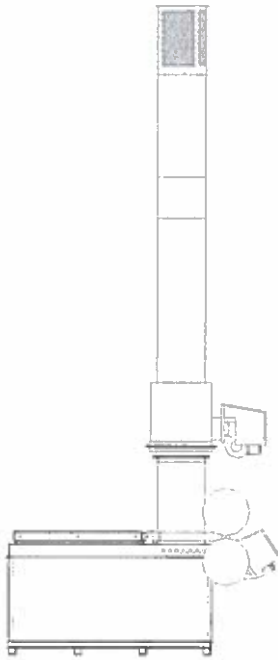
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Benefits and Features of the A600 Series



- Concave refractory bottom specifically designed to insure burnout and total destruction of solid and liquid wastes.
- Secondary chamber with burner available.
- Insulated, refractory-lined chambers and stacks for durability, energy retention, and emissions control.
- High temperature refractory lined chamber walls.
- Factory assembled, aluminized steel jacket lined with high-temperature refractory.
- Factory cured chambers and stacks.
- Assembly on-site can be done with common farm equipment.
- Counter-balanced fill door.
- Manual set burn time and automatic shut off.
- Burn times are adjustable by operator to meet varying loads.
- Choice of fuels: LP, Natural Gas, or Fuel Oil.
- Stack Test Data available on many models.
- We provide permit and compliance assistance at no cost.

Specifications Summary

A600 Propane, Natural Gas, or Diesel Fired Cremation System complete with one burner, optional second burner and secondary burn chamber, stainless and / or refractory lined stack and chambers, and manual operating timers.

WASTE CHAMBER		INSTALLATION		
Chamber capacity (Type 4 waste-pathological)	600 lbs	272 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.	
Chamber volume (approximate)	18.9 cu. ft.	.54 cu. m.		
Chamber size (inside)	Width	29"		74 cm
	Height	28"		71cm
	Length	48"		122 cm
Door opening	29"W x 36"L	74 cm x 89cm		
Height to door	30.5"	77 cm		
Overall dim's 1 burner, w/stack	169"H x 57"Wx 83"L	4.3 m x 145 cm x 211cm	GENERAL Electrical service Standard – 115 volt, 60 HZ, 20 amp Also available – 220 volt, 50 HZ, 10 amp BURNERS LP or Natural or Diesel burner(s) with spark ignition and flame safety shut-off. OPERATION Manual timers TOTAL WEIGHT 3000 lbs. (approximate)	
Overall dim's 2 burner, w/stack	189"H x 57"Wx 83"L	4.8m x 145 cm x 211cm		
Suggested min. slab size (l x w x thick)	8' x 10' x 4"	2.4 m x 3m x 10cm		
STACK		1361 kg		
Diameter	1 burner system 12" 30.5 cm, 2 burner system 14" 35.5 cm			
Material		14 gauge (2 mm) lined Aluminized Steel and/or unlined stainless steel		
REFRACTORY THICKNESS				
Primary	3.0"(2800F)	7.6 cm		
Secondary	1.5"(2800F)	3.8 cm		
Stack	1.5"(2800F)	3.8 cm		
APP. FUEL CONSUMPTION	A600 LP	A600 NATURAL GAS	A600 Diesel	
Upper burner	0.83 GPH	83 CFH	0.5 GPH	
Lower burner	5.8 GPH	530 CFH	3.0 GPH	

* Fuel consumption approximate. Actual fuel use depends on BTU content of waste.

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Model A850 Cremation System

Unique Design Compliant with Air Quality Regulations

- Recirculating flue gases assure clean operation.
- Built by specialists in incinerator systems.
- Designed for safe, easy operation with simple to use controls.
- Includes many benefits of high-priced systems, yet within the budgets of small facilities.
- **850 pound rated load capacity.**
- Easy to use... Set timers and walk away.
- Available with LP, Natural Gas, or Oil burners. Single burner model shown.



LOWEST OPERATING COST IN THE INDUSTRY!

*One simple solution to solid/liquid waste disposal
Immediately eliminates potential to spread diseases*

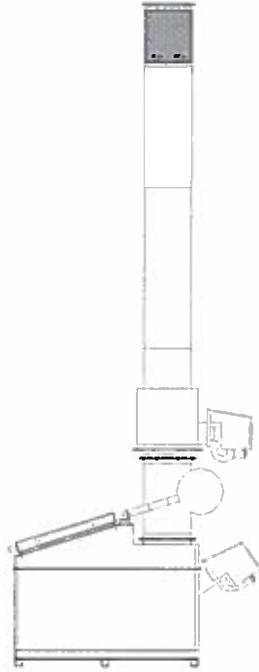
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Benefits and Features of the A850 Series



- Concave refractory bottom specifically designed to insure burnout and total destruction of solid and liquid wastes.
- Secondary chamber with burner available.
- Insulated, refractory-lined chambers and stacks for durability, energy retention, and emissions control.
- High temperature refractory lined chamber walls.
- Factory assembled, aluminized steel jacket lined with high-temperature refractory.
- Factory cured chambers and stacks.
- Assembly on-site can be done with common farm equipment.
- Counter-balanced fill door.
- Manual set burn time and automatic shut off.
- Burn times are adjustable by operator to meet varying loads.
- Choice of fuels: LP, Natural Gas, or Fuel Oil.
- Stack Test Data available on many models.
- We provide permit and compliance assistance at no cost.

Specifications Summary

A850 Propane, Natural Gas, or Diesel Fired Cremation System complete with one burner, optional second burner and secondary burn chamber, stainless and / or refractory lined stack and chambers, and manual operating timers.

WASTE CHAMBER		INSTALLATION		
Chamber capacity (Type 4 waste-pathological)	850 lbs	386 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.	
Chamber volume (approximate)	26.5 cu. ft.	.75 cu. m.		
Chamber size (inside)	Width	37" 94 cm		
	Height	32" 81cm		
	Length	48" 122 cm		
Door opening	28"W x 21"L	72 cm x 53 cm		
Height to door	36"	91 cm		
Overall dim's 1 burner, w/stack	172"H x 64"W x 83"L	4.4 m x 163 cm x 211cm	GENERAL Electrical service Standard – 115 volt, 60 HZ, 20 amp Also available – 220 volt, 50 HZ, 10 amp BURNERS LP or Natural or Diesel burner(s) with spark ignition and flame safety shut-off. OPERATION Manual timers TOTAL WEIGHT 4000 lbs. (approximate) 1820 kg	
Overall dim's 2 burner, w/stack	192"H x 64"W x 83"L	4.9m x 163 cm x 211cm		
Suggested min. slab size (l x w x thick)	8' x 10' x 4"	2.4 m x 3m x 10cm		
STACK				
Diameter	1 burner system 12" 30.5 cm,	2 burner system 14" 35.5 cm		
Material	14 gauge (2 mm) lined Aluminized Steel and/or unlined stainless steel			
REFRACTORY THICKNESS				
Primary	3.0"(2800F)	7.6 cm		
Secondary	1.5"(2800F)	3.8 cm		
Stack	1.5"(2800F)	3.8 cm		
APP. FUEL CONSUMPTION		A850 LP	A850 NATURAL GAS	A850 Diesel
Upper burner		0.83 GPH	83 CFH	0.5 GPH
Lower burner		7.2 GPH	660 CFH	3.0 GPH

* Fuel consumption approximate. Actual fuel use depends on BTU content of waste.

Northwest Industrial Equipment, Inc.

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85



Model C6-200
**SMALL
ANIMAL
CREMATORY**



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

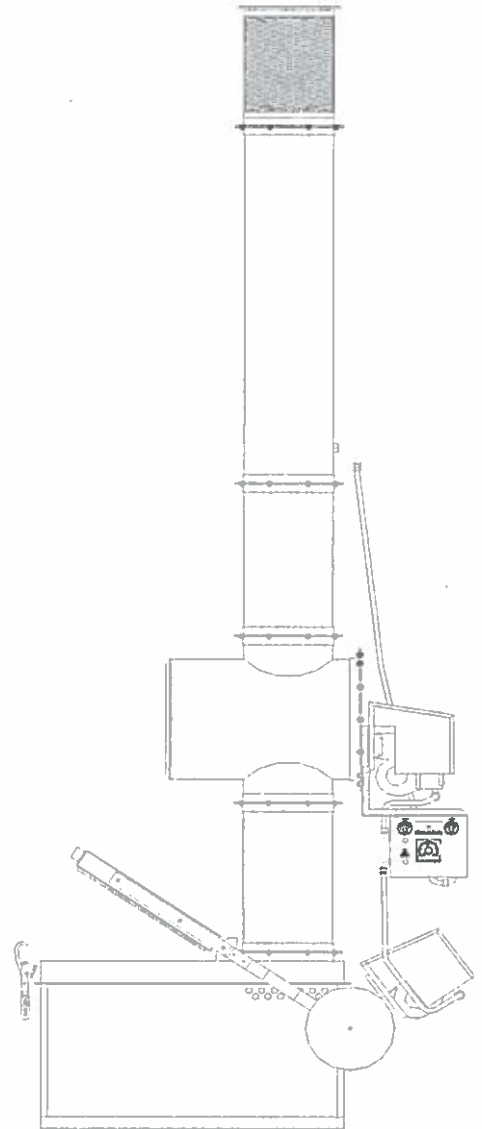
All the features you've been looking for!

- ⇒ 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

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

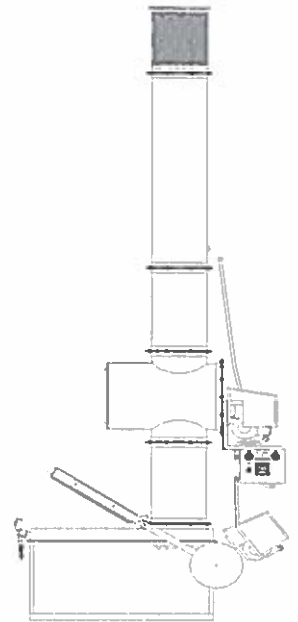
- ⇒ Factory assembled, aluminized steel jacket lined with high-temperature refractory.
- ⇒ Recorders and accessory equipment available.

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	

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

REFRACTORY THICKNESS

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

	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

www.incineratorguys.com



Model C12-400
**SMALL
ANIMAL
CREMATORY**



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

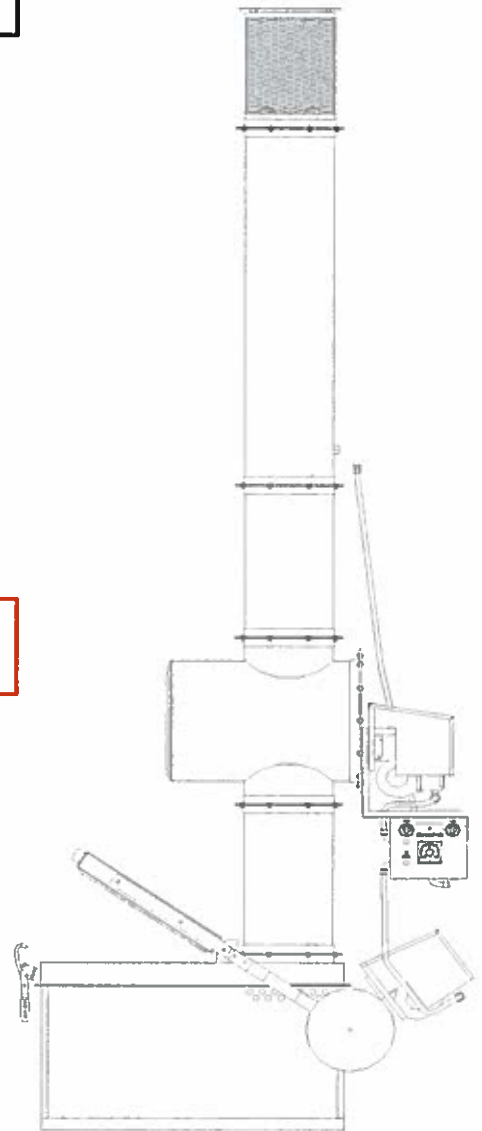
All the features you've been looking for!

- ⇒ 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
INDUSTRY!**

Designed specifically for...

**Veterinarians
Humane Societies
Small Animal Control**



C12-400

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

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

www.incineratorguys.com

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

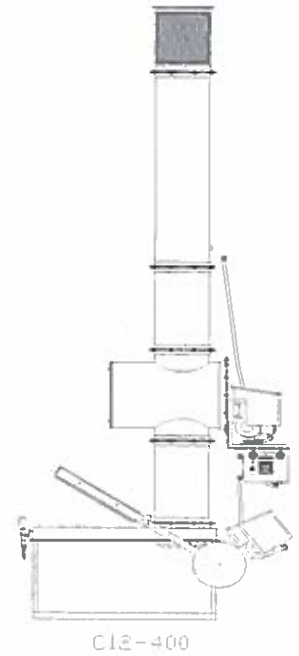
- ⇒ Factory assembled, aluminized steel jacket lined with high-temperature refractory.
- ⇒ Recorders and accessory equipment available.

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

Chamber capacity (Type 4 waste-pathological)	400 lbs	181 kg
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
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

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.

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

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
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ACTION ITEM – L

DATE: July 16, 2019
RE: Donating Old Commercial Washers and Dryers
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port owns 9 Maytag commercial washers, 6 Speed Queen commercial washers, 5 Speed Queen front loaded commercial washers and 10 Speed Queen commercial dryers. Most of this equipment was removed from the Port laundromat building.
- All but 6 Speed Queen commercial washers are stored inside the building between Pacific Ocean Harvesters and fish station. 6 Speed Queen commercial washers are located inside the Green Building.
- Some washers and dyers are broken and others are not being used.
- Port Staff estimated the value of the equipment at \$35 each for a total of \$1,050.
- Assets valued at less than \$5,000 is classified as an “expense” by the Port Manager.
- Requesting Board permission to donate washers and dryers to Habitat for Humanity, a nonprofit organization, releasing all interest of washers and dryers with no expressed warranties or liability applied.
- Port Counsel reviewed agreement and requested Board approval of donation.

DOCUMENTS

- Draft Donation Agreement with Habitat for Humanity, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
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 Habitat for Humanity.

PORT
of
BROOKINGS
HARBOR



info@portofbrookingsharbor.com
www.portofbrookingsharbor.com
P: (541)469-2218
F: (541)469-0672

16330 Lower Harbor Rd
P.O. Box 848
Brookings, OR 97415

To: Habitat for Humanity
From: Port of Brookings Harbor
Date: July 2, 2109
Re: Donation of Washers and Dryers

DRAFT

The Port of Brookings Harbor is the owner of 30 commercial washers and dryers. 9 Maytag washers, 11 Speed Queen washers and 10 Speed Queen dryers.

The above equipment is valued at approximately \$1,050.

The Port of Brookings Harbor is donating the commercial washers and dryers to the Habitat for Humanity. The Port of Brookings Harbor releases all interest of the 30 washers and dryers with no expressed warranties or liability.

Name (Print & Signature), Habitat for Humanity

Date

Gary Dehlinger, Port of Brookings Harbor Manager

Date

ACTION ITEM – M

DATE: July 16, 2019
RE: Kathy's Corner Market Lease Amendment
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Vicky informed the Port that she would like to reduce her storage area by removing the extra storage space that was added last year. She wants to pay for the month of July to remove the supplies from the room.
- The added storage room contains the electrical panel for Suite 103. This would save the Port the funds to relocate the electrical panel for future tenants.
- Draft lease amendment was reviewed by Port Counsel.

DOCUMENTS

- Draft Kathy's Corner Market Lease Amendment No. 1, 3 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve Kathy's Corner Market Lease Amendment No. 1.

**COMMERCIAL LEASE AGREEMENT
AMENDMENT NO. 1**

DRAFT

This lease amendment ("Amendment") is entered into by and between the Port of Brookings Harbor ("Landlord") and Vicky Fike dba Kathy's Corner Market ("Tenant") to amend the terms of the commercial lease dated June 1, 2019.

1. AMENDMENTS. The following terms of the commercial lease agreement are amended as follows:

A. Paragraph 1.a is amended to read as follows:

Landlord hereby leases to Tenant approximately 703 square-feet of building, (the Leased Premises, as described in in Exhibit "A" & "B"), located at 16340 Lower Harbor Road Space #104, Brookings, Oregon.

B. Paragraph 2.b is amended to read as follows:

b. Base Rental Rate. The base rental rate for the Leased Premises shall be Seven Hundred Eighty-Seven and 36/100 Dollars (\$787.36) per month, as calculated below, payable on the first day of each month commencing August 1, 2019. The base rental rate is based on the rate of \$1.12 per square foot per month for 703 square feet.

2. OTHER TERMS AND CONDITIONS. All other terms and conditions of the original lease agreement remain in full force and effect and remain unaffected hereby.

3. EFFECTIVE DATE. This Amendment shall be effective as of the date that it is executed.

IN WITNESS WHEREOF, the parties have entered into this agreement as of the date last below written at Brookings, Oregon.

PORT OF BROOKINGS-HARBOR, Landlord	Vicky Fike dba Kathy's Corner Market Tenant
Dated: _____	Dated: _____
By: _____ Board Chairman	By: _____ Vicky Fike
ATTEST: _____ Commissioner	

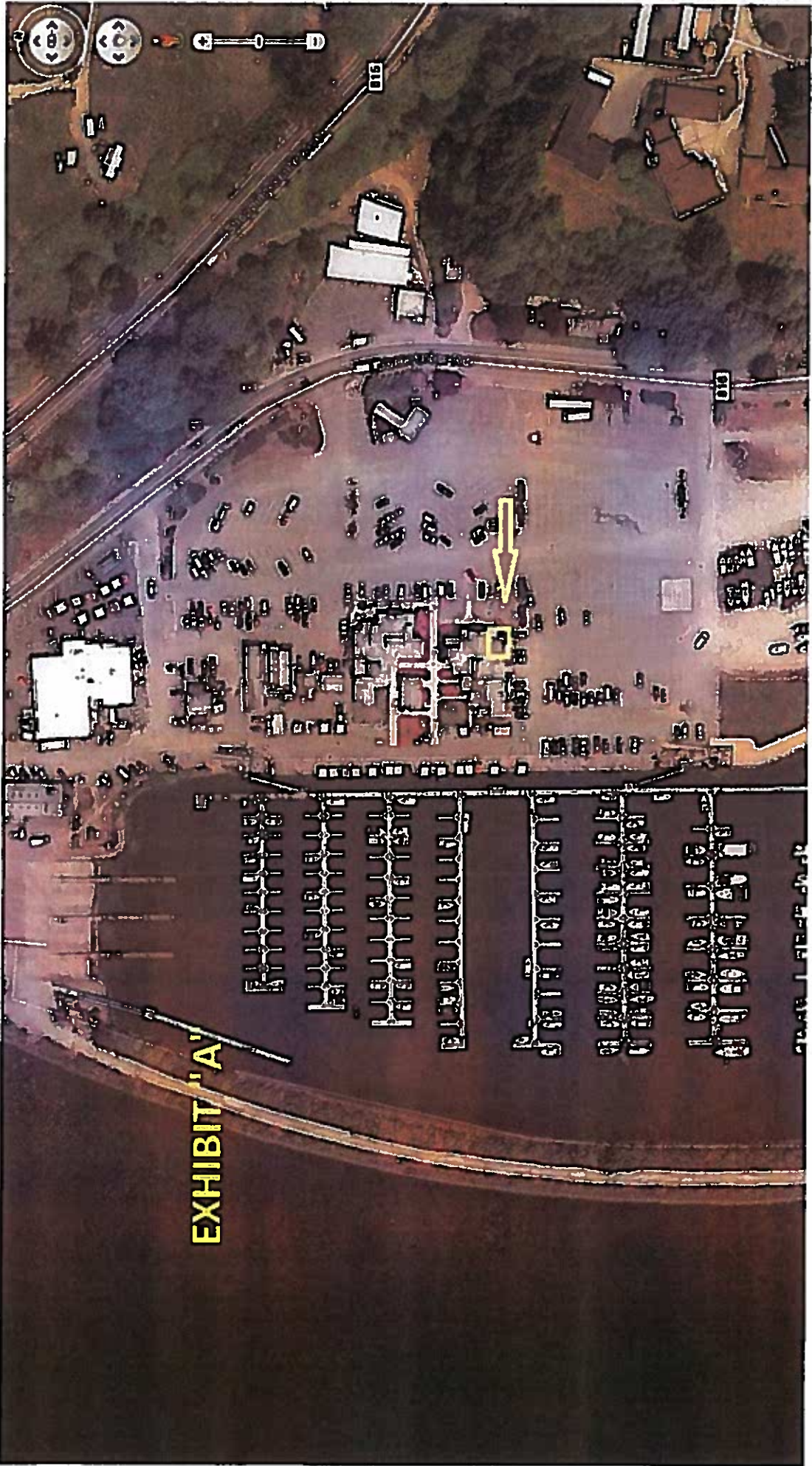
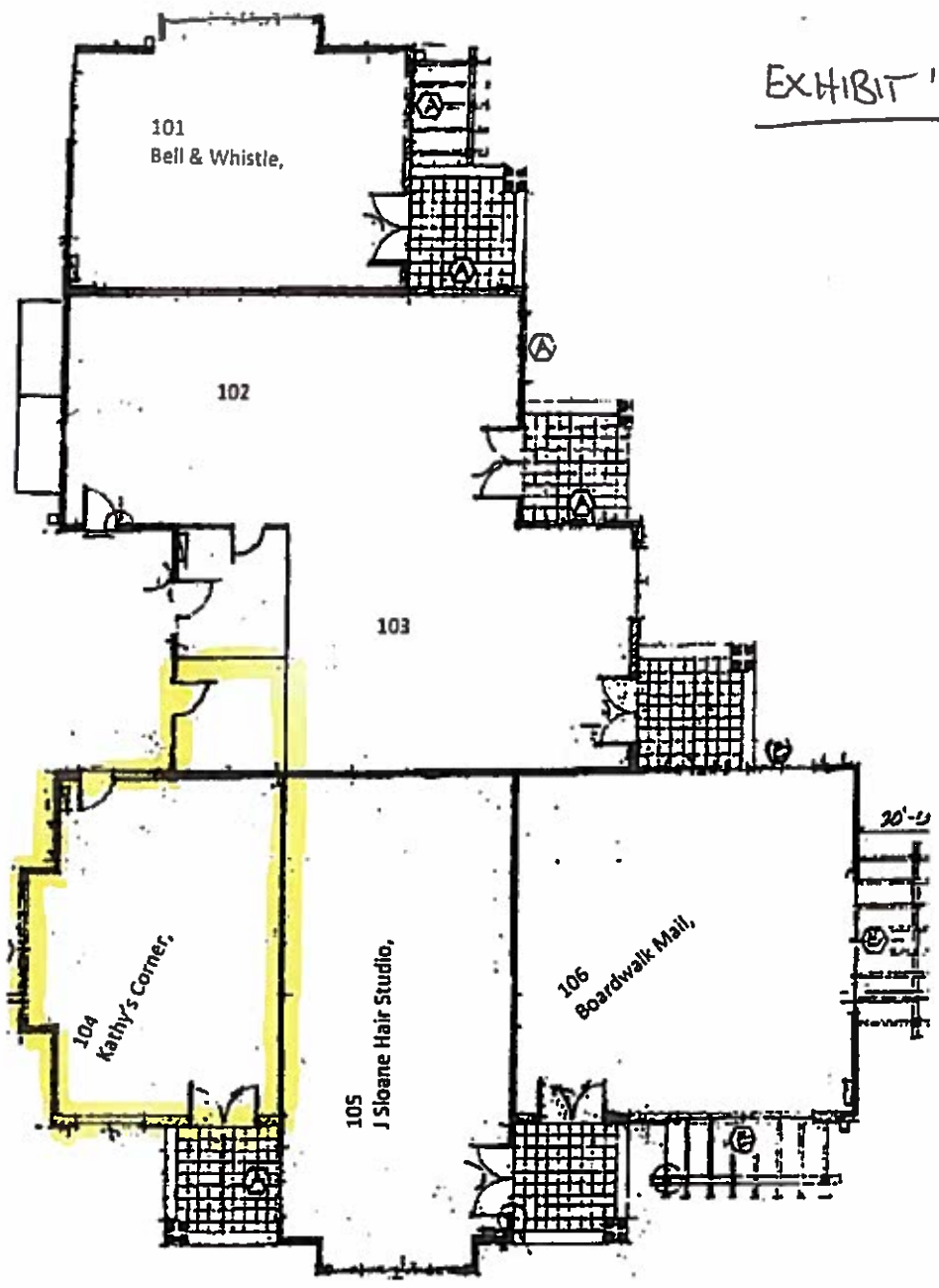


EXHIBIT "A"

EXHIBIT "B"



Building 1
16340 Lower Harbor Road

ACTION ITEM – N

DATE: July 16, 2019
RE: The Bell & Whistle Coffee House Inc Lease Amendment
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Misty from The Bell & Whistle Coffee House requesting to lease the other half of the storage space behind Suite 102. The original lease with The Bell & Whistle Coffee House included storage space # 1 square footage as shown on the attached exhibit.
- The added storage space # 2 is approximately 60 square feet.
- Draft lease amendment was reviewed by Port Counsel.

DOCUMENTS

- Draft The Bell & Whistle Coffee House Inc Lease Amendment No. 1, 3 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve The Bell & Whistle Coffee House Inc Lease Amendment No. 1.

**COMMERCIAL LEASE AGREEMENT
AMENDMENT NO. 1**

DRAFT

This lease amendment ("Amendment") is entered into by and between the Port of Brookings Harbor ("Landlord") and Misty Crawford dba The Bell and Whistle Coffee House, Inc. ("Tenant") to amend the terms of the commercial lease dated December 1, 2016.

1. AMENDMENTS. The following terms of the commercial lease agreement are amended as follows:

A. The second introductory paragraph is amended to read as follows:

Landlord hereby leases to Tenant approximately 712 square-feet of commercial retail and storage space (the Leased Premises, as described in in Exhibit "A"), located at 16340 Lower Harbor Road, Suite 101, Brookings, Oregon for the period July 1, 2019 through November 30, 2021. Tenant shall have the option to lease the Leased Premises for three additional terms of five years each upon terms and conditions identical to those contained herein provided that: (1) Tenant is not in default; (2) landlord does not need the space of its own use; and (3) Landlord is otherwise satisfied with Tenant's use of retail space in the previous term.

B. Paragraph No. 1 "Rent Payment" is amended to read as follows:

1. **Base Rental Rate.** The base rental rate for the Leased Premises shall be Seven Hundred Eighty-Three and 20/100 Dollars (\$783.20) per month payable on the first day of each month commencing July 1, 2019. The base rental rate is based upon the rate of \$1.10 per square foot per month. Base rent shall increase annually, on each anniversary of the original lease commencement for the second and each subsequent year in the same percentage of increase and the Consumer Price Index – all items – Western Urban Index for the previous twelve months. Base rent shall include all prior percentage increases. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the moth that Tenant occupies the Premises. Additional rent means any other sums payable by Tenant to Landlord under this lease. At the end of the original term, a new Base Rent will be established. Rent not paid when due shall bear an automatic \$35.00 late fee each month if not paid by the 10th of the month due.

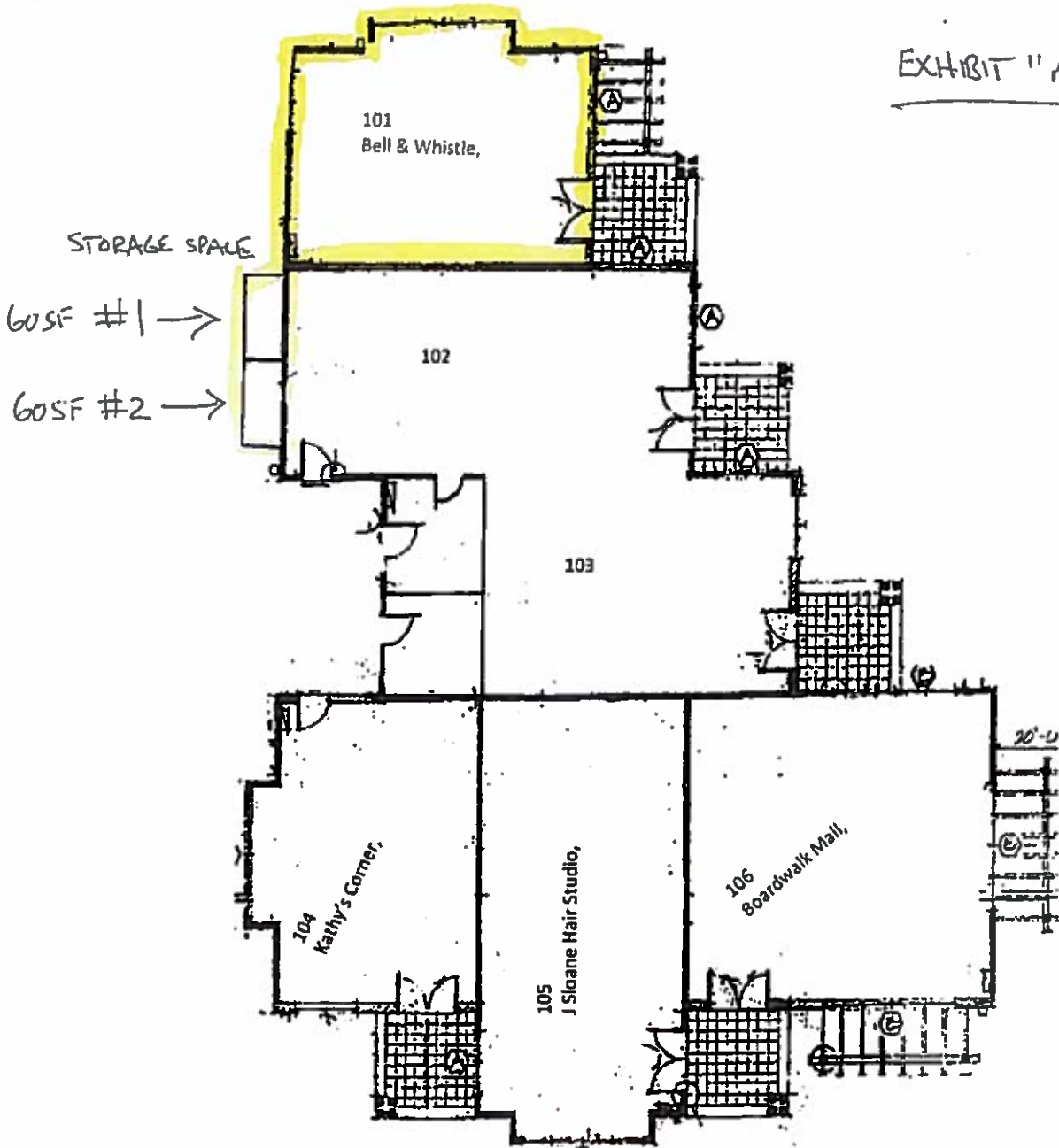
2. OTHER TERMS AND CONDITIONS. All other terms and conditions of the original lease agreement remain in full force and effect and remain unaffected hereby.

3. EFFECTIVE DATE. This Amendment shall be effective as of July 1, 2019.

IN WITNESS WHEREOF, the parties have entered into this agreement as of the date last below written at Brookings, Oregon.

PORT OF BROOKINGS-HARBOR, Landlord	Misty Crawford dba The Bell and Whistle Coffee House, Inc., Tenant
Dated: _____	Dated: _____
By: _____ Board Chairman	By: _____ Misty Crawford
ATTEST: _____ Commissioner	

EXHIBIT "A"



Building 1
16340 Lower Harbor Road

ACTION ITEM – O

DATE: July 16, 2019
RE: Dinghies
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Moorage holder Al Cornell requested dinghies to be address by the Board. Please see attached email from Al.
- Al has asked for Port permission to store his dinghy in the same slip as his sailboat. Harbormaster did not grant the request due to the Port Rules 2.2.2 and 4.34 and Moorage License Agreement Section 1 and 15.
- Port Staff stance of allowing rowboats, skiffs, dinghies or rafts to moor within the assigned vessel slip; it will become "out of hand" to manage, there is not enough space for additional equipment, inspection and repair of docks will become more time consuming and costly, and its just not allowed within the current rules of the Port.

DOCUMENTS

- Email dated July 7, 2019 from Al Cornell, 1 page
- Port Ordinance 2.2.2, 1 page
- Port Ordinance 4.34, 1 page
- Moorage License Agreement General Terms and Conditions, 2 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
None, continue following the Port Ordinance and Moorage License Agreement.

portmanager@portofbrookingsharbor.com

From: Kim Boom <accounts@portofbrookingsharbor.com>
Sent: Sunday, July 7, 2019 9:27 PM
To: Gary Dehlinger; Travis Webster
Subject: Fwd: My row boat

Did you get Al's email??

----- Forwarded message -----

From: <[redacted]@aol.com>
Date: Saturday, July 6, 2019
Subject: My row boat
To: accounts@portofbrookingsharbor.com

I have been told by the Harbor Master to take my aux boat out of the water. I have a 42 foot sail boat in a 35 foot slip and paying the 42 foot price. My row boat is 9.5 foot and can be kept under the bowsprit taking up no more space than then what I am paying for. It would be nice to go up river with out going through the work of launching and putting the boat back on board. there is no motor, no fuel no mess and not in the way of any thing around there. Is there a reason for this?????? From al cornell Please can this be put up in the next port meeting to be looked at by the board

--
**Best Regards,
Kim Boom**

**Financial Officer
Port of Brookings Harbor
16330 Lower Harbor Road
PO Box 848
Brookings, OR 97415
(541) 469-2218 ext. 405
accounts@portofbrookingsharbor.com**

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

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.

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

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:

INFORMATION ITEM – A

DATE: July 16, 2019
RE: 4th of July and Dog Days of Summer Events
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port Staff was on hand throughout the day taking care of normal duties. Port Staff was onsite during the afterhours for fire watch and other activities.
- Music stage at Kite Field had electrical issues. Gowman checked out Port system and was working fine. They had too many things plugged in overloading system.
- Catalyst Seafood placed signs and barricades for their own parking without Port permission.
- Motorcycle Shop placed signs and barricades for their own parking without Port permission.
- Public parking throughout the Port was enforced day and night on July 4th by Port employees.
- Public parked in grassy areas around Basin 2, Seal Cove and Secured Storage without Port permission.
- Port Staff cleaned up and removed signage throughout Port properties on July 5th. Cleanup took about half the day.
- No issues reported at RV Park main gate.
- No issues reported with moorage holders at Kite Field.
- Cardboard race took place in Basin 1 between D and E Docks. Event organizers provided all the safety precautions for the race.

DOCUMENTS

- None