

PORT OF BROOKINGS HARBOR
Regular Commission Meeting
Wednesday, March 15, 2023 at 2:00pm
Teleconference / Meeting Room
16350 Lower Harbor Road Suite 202, Harbor OR, 97415

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

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

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

Wednesday, February 15, 2023

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

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

1. CALL MEETING TO ORDER

Commission Secretary/Treasurer Sharon Hartung called the Regular Meeting of the Port of Brookings Harbor of Commissioners to order at 2:00pm.

- **Port of Brookings Harbor Commissioners Present:**
Sharon Hartung Secretary/Treasurer (Pos. #2); Richard Heap, President (Pos. #4) via phone; and Kenneth Range (Pos. #5). Joseph Speir, Vice-President (Pos. #1) and Larry Jonas (Pos. #3) was absent
- **Port of Brookings Harbor Management and Staff:**
Travis Webster, Port Manager; Danielle King, Safety/Administrative; and James Walker, Port Counsel
- Webster apologized for not included the financials, but they have just been given to the Board, and the Board has received a handout regarding the events. Crissy Cooper will be coming instead of Bruce Ellis and that Mrs. Cooper will be late attending the meeting.
- There were no declarations of potential conflicts of interest.

2. APPROVAL OF AGENDA – Audio time 0:02:56

A motion was made by Heap and seconded by Range to approve the agenda. The motion passed 3 – 0.

3. APPROVAL OF MEETING MINUTES – Audio time 0:04:43

A. Approve Minutes of Regular Commissioner Meeting Wednesday, January 18, 2023.

A motion was made by Range and seconded by Heap to approve the minutes of Regular Commissioner Meeting Wednesday, January 18, 2023. The motion passed 3 – 0.

4. PUBLIC COMMENTS – Audio time 0:05:36

There was one public comment.

Mike Murphy discussed safety on Lower Harbor Road and asked for the Boards help with contacting the County and how to get more signs posted. Webster advised for the public to talk with the County and will make the efforts of reaching out to the County on how to get signs, walkways, or lighting on Lower Harbor Road.

5. MANAGEMENT REPORTS / APPROVAL – Audio time 0:11:21

Webster reported on the storm damage that happened throughout the Port, completed an IDA for the County to be submitted to OEM and FEMA. Webster reported on projects that were completed in the RV Park, Marina, and equipment services for the month of February. Board allowed public comment. Webster reviewed the safety and security issues that happened for the month of February. Webster reviewed the financial reports for the month of February.

A motion was made by Heap and seconded by Range to approve the management and financial reports as discussed. The motion passed 3 – 0.

6. INFORMATION ITEMS

- A. **Piling Replacement** – Audio Time 0:27:22
Webster updated Board on the completion of the piling replacement project that happened in Basin 2, O Dock.
- B. **Clean Out for Boat Launch Ramp Sewer** – Audio time 0:28:23
Webster reviewed his request to the County to add a clean out section to the sewer line so any future plugs that happen can be clean out. Board allowed public comment.
- C. **Event Discussion with Bruce Ellis** – Audio time 0:33:13 & 0:48:36
Board postponed topic until Mrs. Cooper arrives.

Webster reviewed what the Board would like to see for the future events. Board allowed public comment. Cooper agreed with the Board and already plans to go about certain events in a different manner, Pirates Festival though is Bruce’s event but will inform him of what the Board is requesting. Commissioner Heap expressed concern regarding Pirate Festival and parking on Lower Harbor Road. Board allowed public comment. Heap discussed his commissioner comment; gave a forecast of the salmon season.

- D. **Port Rates** – Audio time 0:33:30
Webster reviewed suggested changes to the Port rates. Board allowed public comment.

7. ACTION ITEMS

- A. **Motorcycle Shop Future** – Audio time 1:11:41
Webster reviewed item with the Board and reviewed recommended motions. Range thinks to retrofit the building it would be more than the estimated \$50,000, does not think the Port should spend a dime on the building at this point but also doesn’t think it should be demolished at this time and suggested for security purposes to place a fence around the building if needed. Heap agreed.

A motion was made by Range and seconded by Heap to approve advertising the building as vacant and see what proposals may come through to fix the building and if Travis feels necessary for security reasons put a fence around it. The motion passed 3 - 0.

- B. **McLennan Payment Request #6** – Audio time 1:18:21
Webster reviewed item with the Board.

A motion was made by Heap and seconded by Range to approve McLennan Excavation progress Payment No. 6 for \$107,739.05 for work performed January 6, 2023 – February 8, 2023 per contract. The motion passed 3 – 0.

Board allowed public comment.

- C. **Gear Storage Area** – Audio time 1:23:01
Webster reviewed that per our HMGP & FEMA Projects we are getting closer to having to reorganizing the gear storage area. Board allowed public comment.

A motion was made by Range and seconded by Heap to approve grading new pot storage area and not to exceed \$13,000.00. The motion passed 3 – 0.

- 8. **EXECUTIVE SESSION per ORS 192.660 (2)(a)** – Audio Time 1:31:00
This executive session of the Port of Brookings Harbor Board of Directors is called pursuant to ORS 192.660 (2)(e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions. Any information derived from this meeting may not be disclosed pursuant to ORS 192.660(4). ORS 192.660 (6) No executive session may be held for the purpose of taking any final action or making any final decision.

Adjourn out of executive session and reconvene into regular session.

9. COMMISSIONER COMMENTS – Audio time 0:00:20

Commissioner Heap gave his commissioner comment in Information Item C, Events Discussion.

Commissioner Range commented staff is doing a really good job and suggested pictures of the Port staff around the Port Office or in the Meeting Room.

10. NEXT REGULAR MEETING DATE – Wednesday, March 15, 2023, at 2:00 PM

11. ADJOURNMENT – Audio time 0:02:43

Having no further business, the meeting adjourned at 4:05 pm.

Richard Heap, President

Date Signed

Sharon Hartung, Secretary/Treasurer

Date Signed

An audio recording was made of these proceedings. The recording and the full commission packet are available on the Ports website: www.portofbrookingsharbor.com.

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

Monday, February 20, 2023

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

The Port of Brookings Harbor District met in special session on the above date at 10:00am. Open session at the Port Conference Room, 16350 Lower Harbor Road Suite 202, Harbor OR, 97415, teleconference and webinar.

1. CALL MEETING TO ORDER

Commission Secretary/Treasurer Sharon Hartung called the called the Special Meeting of the Port of Brookings Harbor of Commissioners to order at 10:00am.

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

2. APPROVAL OF AGENDA – Audio time 0:02:14

A motion was made by Range and seconded by Heap to approve the agenda as written. The motion passed 3 – 0.

3. PUBLIC COMMENTS – Audio time 0:02:30

There were no public comments.

4. ACTION ITEMS

A. Coos Curry Electric Construction Contract – Audio time 0:02:37

Webster reviewed item with the Board. Webster apologized to the Board, he has asked Crow Clay to write a letter as to why this has happened again, that he was under the impression that this fee was already included.

A motion was made by Range and seconded by Heap to approve contract for Coos-Curry Electric service upgrade in the amount of \$8,528.07 and to authorize Travis Webster to sign the contract. The motion passed 3 – 0.

5. INFORMATION ITEMS

A. None – Audio Time 0:05:39

6. COMMISSIONER COMMENTS – Audio time 0:05:41

Board had no comments.

7. NEXT REGULAR MEETING DATE – Wednesday, March 15, 2023, at 2:00PM

8. ADJOURNMENT – Audio time 0:05:51

Having no further business, the meeting adjourned at 10:05 am.

Richard Heap, President

Date Signed

Sharon Hartung, Secretary/Treasurer

Date Signed

An audio recording was made of these proceedings. The recording and the full commission packet are available on the Ports website: www.portofbrookingsharbor.com.

DRAFT

6

PORT MANAGER / HARBORMASTER MONTHLY REPORT

Date: March 15, 2023
Period: February 2023
To: Port Commission
Issued By: Travis Webster, Port Manager / Harbormaster

RV Park

Electricians have set sites 1-22 Electrical pedestals and Coos Curry Electric was out and set new transformers for power upgrades. Early March 2023, Coos Curry Electric will be back out to install new power meters and move the light pole that landed in the middle of the new site.

Staff are placing concrete dividers and installing tung and groove boards. Last thing to do on the first 22 sites will be to loop the cable TV back into pedestals and install the new Wi-Fi upgrade. Work has started at the North end of the park with construction happening on our new 6 sites. For sites in the back row, staff have started addressing rotted or missing fence boards and building new fences where they are needed.

All reservations for the RV Park are open starting July 1st, 2023. As soon as sites 1-22 are completed, they will be opened. When the other sites are completed, they will be opened in turn. We hope to have all sites open by the end of March 2023.

Occupancy Percent by Month & Year

	2019	2020*	2021	2022	2023	Change from 2022	Forecast**
January	10.3	7.5	19	17	7	(10)	
February	7.3	16	23	26	13	(13)	
March	16.8	16.4	39	29			5
April	13.5	0	27.5	23			3
May	26.4	5.7	43.1	31			8
June	39.9	71.1	59.5	45			8
July	61.3	84.7	85	72			37
August	60.8	70	77	68			15
September	45.4	51	64	61			
October	25.4	68	34	27			
November	15.2	22	21	8			
December	8.5	15	11	6			
Average	27.5	35.6	41.9	32.9			

* April & most of May 2020 RV Park was closed due to COVID-19.

** Forecast – Park allows for guests to reserve 6 months in advance.

Marina

The Port received notice that the first four pedestals on J dock were not working. After investigation, staff discovered that the main power feed to that dock had rubbed against a piling and caused it to wear through the wire coating. The wire that feeds that dock, which is about 190 ft long, had to be ordered from Chicago. Once the material arrives, the plan is to complete the installation by mid-March 2023. The boat owners that were affected by the electrical outage have been notified. A couple of boats were moved at the owner's request to boat slips with access to power.

Representatives from FEMA and OEM came to our port to review the IDA (initial disaster assessment) for the storm on December 25 and 26, 2023. All pictures, cost estimates, and forms have been filled out and we will wait to see if there will be a state declared disaster to access funds.

Staff filled out an application for lottery bond funding for West bank repair in Basin 2. Due to the uncertainty of the West bank repair through HMGP, my decision for this project moved to the front of my list to obtain approval for FEMA funding.

Boat Launches Paid through Launch Machine

	2019	2020	2021	2022	2023	Change from 2022
January	66	5	27	190	43	(147)
February	47	102	70	195	modern	down
March	66	204	178	196		
April	122	244	386	162		
May	276	282	233	161		
June	303	697	759	475		
July	794	1095	826	982		
August	875	768	716	762		
September	350	583	713	1,027		
October	518	713	518	668		
November	352	109	70	90		
December	53	40	60	93		
Totals	3,822	4,842	4,556	5001	43	(147)

Equipment Services Performed by Port Staff

Telehandler Work

	2019	2020	2021	2022	2023
January	4	2	0	8	3
February	1	6	3	2	2
March	6	4	6	5	
April	7	10	5	7	
May	6	3	7	6	
June	3	0	3	4	
July	1	5	0	1	
August	3	4	1	0	
September	3	3	1	2	
October	10	6	5	7	
November	3	9	13	9	
December	15	5	3	2	
Totals	62	57	47	53	5

Travel Lift Haul-Outs

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

Commercial Receiving Dock

Public Hoist – Operational – Greased and all bearings and shives visually inspected.

Hallmark Seafood – Operational- will need more fender pilings and support piles at some point.

Bornstein Seafood – Operational – Storm drainage in this area is undersized and should be upgraded in the future.

Pacific Seafood – Operational

North Pacific Seafood Dock – Operational – Support beams at the North end of dock are showing signs of rotting.

New Pacific Seafood Dock – Another fender piling was bent and pulled off the dock. Pile will need to be resecured with gussets. Port will work with Pacific Seafood to plan for this fix.

Pictures were taken of all dock surfaces and support structure underneath the docks in order to log current condition and to show deficiencies that will need to be addressed.

Commercial Retail Building

Staff created an advertisement for board approval for proposals to repair the old motorcycle shop. We will be going over that in action items in this meeting.

Bell and Whistle also asked to move their leased area to the front row. Staff created an amendment for board approval. This is also an action item for discussion.

Beacon Broadband is almost done with installation of their main line infrastructure at the Port. They will be finishing the launch ramp and retail area by end of March 2023. Tri County Asphalt has been contracted to come through and complete areas that need to be patched when

weather permits. Now that the main line infrastructure is installed our tenants may contact the provider (Beacon Broadband) to obtain their service.

Maintenance Crew

Staff completed 93 work orders for the month of February 2023. Dock maintenance included cleat replacement, bolt tightening and 3 piling hoops replaced on P – Q main dock. Quarterly dock inspections were completed and work orders were created for small repairs.

Port received notice that a fender piling was pulled off at the “New” Pac Choice receiving dock. Staff were able to use the dock crane and pull the piling back up and resecure it to the dock. A welder was brought in and gussets were placed on each side of the fender piling to add strength. During the repair we noticed that numerous pilings were beginning break at the welds and more gussets will need to be installed.

Two new straps were added to the Travel Lift along with monthly maintenance and inspections. Boats that are impounded in the boat yard were checked and pumped out if needed. In March 2023, staff will look at the current standings on the 2 vessels and arrange to have them demolished and sent to CTR so final billing can be completed.

Water testing for 1200z permit was completed and logged. After we receive results, we will meet with an engineer to review the issues and discuss any corrective action that may be needed. Port staff continue to clean and maintain the gear storage areas in order to facilitate better water quality in these areas.

Office Staff

Both new office personnel started in February 2023. Training for new employees have started and both individuals are performing well!

April, Danielle, and I went to Sunriver for the SDAO conference. It was very informative and gave the staff a great opportunity to network with other entities.

DEQ Oregon material survey was completed and returned. This survey requires the Port to enter the amount of waste oil disposed, metal that was recycle and a hazardous material survey that accounts for material stored at the Port.

Jack Akin came into the office to help new staff organize and submit reports to FEMA, HMGP, WWTP. The training with Mr. Akin was constructive for our staff who engaged in learning the necessary documents and procedures to facilitate effective project management. Our record keeping will match engineering records so that during conversations our staff will understand what is being asked.

WORK ORDERS LOG
Port of Brookings Harbor
February 2023

Year to Date	Date	Location	Description of Work	Corrective	Date	Completed By
				Action	Completed	
101	2/1/23	Harbor Sanitary	Compile Sani Sailor reports	Completed	2/1/23	Brent
102	2/1/23	RV Park	Set sign posts "Entrance"	Completed	2/1/23	Shawn & Sean
103	2/1/23	Pac Choice deck	Prep for cleat install	Completed	2/1/23	Brent
104	2/1/23	Boat wash	Replace leaking spigot	Completed	2/1/23	Brent
105	2/1/23	Basin 2 O Dock	Replace rub boards, add 2 cleats	Completed	2/1/23	Shawn & Sean
106	2/1/23	Basins	Dump wood from basins	Completed	2/1/23	Brent
107	2/2/23	Retail men's	Replaced leaking toilet supply & valve	Completed	2/2/23	Brent
108	2/2/23	Shop	Prep piling hhoops	Completed	2/2/23	Shawn
109	2/2/23	Boat yard	Prep finger to go back in	Completed	2/2/23	Shawn
110	2/2/23	Public hoist	Grease hoist	Completed	2/2/23	Shawn
111	2/2/23	Basin 2 O Dock	Loosen finger	Completed	2/2/23	Shawn & Sean
112	2/3/23	PAC Choice	Install cleat on dock	Completed	2/3/23	Brent & TW
113	2/3/23	Basin 2 O Dock	Install 4 new triangle pieces, rub block	Completed	2/3/23	Shawn & Sean
114	2/3/23	Basin 2 O Dock	Install new finger	Completed	2/3/23	Shawn / Sean / Brent / Travis
115	2/3/23		Dump fish carcasses	Completed	2/3/23	Brent
116	2/3/23	Secure storage areas	Replace locks	Completed	2/3/23	Brent
117	2/3/23	Pac Choice	Replace cable around pilings	Completed	2/3/23	Brent & Marian
118	2/6/23	Fuel dock	Place more No Parking signs	Completed	2/6/23	Brent
119	2/6/23		Load crane floats	Completed	2/6/23	Brent & Marian
120	2/6/23	Basin 1	Dock inspections	Completed	2/6/23	Shawn & Sean
121	2/6/23	Steel wall	Move crab pots	Completed	2/6/23	Shawn / Sean / Marian
122	2/6/23	Basin 2 I-J Main	Loosen bolts	Completed	2/6/23	Shawn & Sean
123	2/6/23	Basin 2	Move tanks	Completed	2/6/23	Shawn/Sean/Brent/Travis/Marian
124	2/6/23	Basin 2 O Dock	Finish piling hoops / Help John	Completed	2/6/23	Shawn & Sean
125	2/6/23	Fuel dock	Fixed slow leak in diesel pump	Completed	2/6/23	Marian & Brent
126	2/6/23	Basin 1, E-G dock water	Repaired 2 main leaks - water back on all Basin 1	Completed	2/6/23	Marian & Brent
127	2/6/23	Retail septic	Fixed clog at #2 pump	Completed	2/6/23	Brent & Travis
128	2/7/23	Kite field bathroom	Cleared plugged toilets in main building	Completed	2/7/23	Brent
129	2/7/23	Basin 2 I-J Main dock	Rebuilt dock	Completed	2/7/23	Shawn/Sean/Brent/Travis/Marian
130	2/7/23	Sani-Sailor Fuel Dock	Put back in service	Completed	2/7/23	Marian & Brent
131	2/8/23	Basin 2 I-J Main dock	Rebuilt dock	Completed	2/8/23	Shawn/Sean/Brent/Travis
132	2/9/23	Old shop	Completed Property Inspectino checklist	Completed	2/9/23	Brent
133	2/9/23	RV Park	Hang RV Park signs	Completed	2/9/23	Shawn / Sean
134	2/9/23	Basin 2	Tow Beach King to boat ramp	Completed	2/9/23	Shawn / Sean / Brent
135	2/9/23	Boat yard	Moved and unloaded work boat	Completed	2/9/23	Shawn / Sean
136	2/9/23	Annual waste report	Acquired all reports from recyclers	Completed	2/9/23	Brent
137	2/9/23	Keypad entry locks	Reprogrammed all keypads	Completed	2/9/23	Brent
138	2/9/23	RV Park	Removed post bases to prep for fencing rebuilds	Completed	2/9/23	Brent & Trent
139	2/9/23	Basin 1 & 2	Performed quarterly dock inspections	Completed	2/9/23	Shawn & Sean
140	2/9/23	Sewer systems	Completed monthly inspections	Completed	2/9/23	Brent
141	2/9/23	TL	Changed out strap set	Completed	2/9/23	Sean & Brent
142	2/10/23	Basin 2 E 15	Fixed pedestal light that was out	Completed	2/10/23	Shawn & Sean
143	2/10/23	Fuel dock	Completed monthly inspections	Completed	2/10/23	Brent
144	2/10/23	Basin 1, G	Intalled new spigot	Completed	2/10/23	Sean
145	2/10/23	Work dock	Fixed cleats	Completed	2/10/23	Shawn / Sean
146	2/10/23	Shop	Cut grind rails for new RV fence	Completed	2/10/23	Shawn / Sean
147	2/10/23	Kite field bathroom	Fixed sewer backup	Completed	2/10/23	Brent
148	2/10/23	Basin 2 I - J dock main	Rebuilt main and put on angle for hoop	Completed	2/13/23	Shawn / Sean
149	2/13/23	Basin 2 P-Q dock main	Installed angle iron for piling hoops X 3	Completed	2/13/23	Shawn / Sean
150	2/13/23	Docks	dispose of spent whalers from dock work	Completed	2/13/23	Marian & Brent
151	2/13/23	Comm Mens Shower	Dissassembled & clened (jammed) coin acceptor	Completed	2/13/23	Brent
152	2/13/23	Basin 2, I-J Access gate	Repaired keypad entry	Completed	2/13/23	Brent
153	2/14/23	Port basins	Quarterly dock inspections	Completed	2/14/23	Shawn & Sean
154	2/14/23	Basin 2 P Dock	Fixed finger 11/12 (was loose)	Completed	2/14/23	Shawn & Sean
155	2/14/23	Basin 2 Q Dock	Fixed loose rub board (Q17) and loose cleat (Q15)	Completed	2/14/23	Shawn & Sean
156	2/14/23	Basin 2 Main - O Dock	Fixed loose section	Completed	2/14/23	Shawn & Sean
157	2/14/23	RV Park	Stacked concrete blocks	Completed	2/14/23	Brent
158	2/14/23	Basin 2 F Dock	Fixed protruding bolts	Completed	2/14/23	Shawn
159	2/15/23	RV Park	Reset WiFi system	Completed	2/15/23	Brent

160	2/15/23	J Dock	Power out to some pedestals (Gowman coming tomorrow)	Ongoing		Brent	60
161	2/15/23	Pac Choice wall	Helped John fix pilings	Completed	2/15/23	Shawn/Sean/Brent/Travis	61
162	2/16/23	RV Park	Got supplies for fencing project	Completed	2/16/23	Brent	62
163	2/16/23	Office	Reset security system	Completed	2/16/23	Brent	63
164	2/16/23	Basin 2, Q Main, I-J Main	Helped John with piling hoops	Completed	2/16/23	Shawn	64
165	2/16/23	RV Park	Compacted dumpster	Completed	2/16/23	Brent	65
166	2/16/23	RV Park	Set fence at sites	Completed	2/16/23	Shawn/Travis/Brent	66
167	2/17/23	Boat Yard	Pumped rainwater out of sailboat	Completed	2/17/23	Shawn / Sean	67
168	2/17/23	Office	Backed up server	Completed	2/17/23	Brent	68
169	2/17/23	RV Park	Set pads for blocks	Completed	2/17/23	Shawn & Marian	69
170	2/17/23	RV Park	Assembled fences at RV sites	Completed	2/17/23	Shawn & Sean	70
171	2/17/23	RV Park	Set and moved blocks for RV fences	Completed	2/17/23	Trent/Shawn/Sean/Marian/Brent/Travis	71
172	2/21/23	B2, J7 to J15	Moved Cane Bay to a slip with working power	Completed	2/22/23	Field Staff	72
173	2/21/23	RV Park	Set blocks	Completed	2/21/23	Shawn & Sean	73
174	2/21/23	RV Park	Built fence dividers at sides	Completed	2/21/23	Shawn & Sean	74
175	2/21/23	Launch Ramp Bathrooms	Unplugged sewer	Completed	2/21/23	Brent & Marian	75
176	2/22/23	Pac Choice	Temporarily reattached pile on loading dock	Completed	2/22/23	Brent & Travis	76
177	2/22/23	RV Park	Filled potholes	Completed	2/22/23	Brent	77
178	2/22/23	RV Park	Set blocks	Completed	2/22/23	Shawn / Sean / Brent	78
179	2/22/23	RV Park	Built fence in between sites	Completed	2/22/23	Shawn & Sean	79
180	2/22/23	Basin 2 J Dock	Moved boat	Completed	2/22/23	Shawn / Sean / Brent / Travis	80
181	2/24/23	RV Park	Bolted fence panels	Completed	2/24/23	Shawn & Sean	81
182	2/24/23	Golf cart	Repaired flat tire	Completed	2/24/23	Brent	82
183	2/27/23	RV Park	Dumped RV Construction debris	Completed	2/27/23	Brent	83
184	2/27/23	RV Park	BQ1111 oil change	Completed	2/27/23	Brent	84
185	2/27/23	RV Park	Pulled fence posts	Completed	2/27/23	Shawn & Sean	85
186	2/27/23	RV Park	Dug out pad for blocks	Completed	2/27/23	Shawn & Sean	86
187	2/27/23	RV Park	Moved blocks to RV site	Completed	2/27/23	Shawn & Sean	87
188	2/27/23	Basin 1 & 2	Dock Walks	Completed	2/27/23	Shawn & Sean	88
189	2/28/23	RV Park	Scraped and leveled sites	Completed	2/28/23	Shawn & Sean	89
190	2/28/23	Boat Yard	Set boat on blocks	Completed	2/28/23	Shawn/Sean/Brent	90
191	2/28/23	Shop dumpsters	Disposed of fridge and tires that were thrown into enclosure	Completed	2/28/23	Brent	91
192	2/28/23	RV Park	Filled deep pot holes	Completed	2/28/23	Brent	92
193	2/28/23	Basin 2 slip O-10	Replaced frayed bowline on Oriana	Completed	2/28/23	Brent	93
						Total For Month	93



Brooking Harbor VenTek RCS

Monthly Transactions Summary Report

3 Mar 2023 1:34:24PM

Date: February 01, 2023 to February 17, 2023

Payment type: ALL

Transaction IDs: ALL

Terminals: ALL

Modem down will update next meeting TW

Location	Terminal	Product	Count	Cash	Visa	MC	Amex	Discover	Smart Card	Debit	Cash Refund	Credit Refund	Total
Date: 2023 / February													
1	VS_All Pay												
	1	Boat Launch	19	50.00	35.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	95.00
	4	Trailer Storage	1	0.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00
		Subtotal	20	50.00	35.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	135.00
Total Sales			20	50.00	35.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	135.00

Grand Totals													
Total Sales			20	50.00	35.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	135.00

W

Six Month Occupancy Forecast

March	5%
April	3%
May	8%
June	8%
July	37%
August	15%

Date	Total Units	Occupied Units	Unoccupied Units	Occupancy
02/01/2023	127	5	122	4%
02/02/2023	127	4	123	3%
02/03/2023	127	7	120	6%
02/04/2023	127	9	118	7%
02/05/2023	127	7	120	6%
02/06/2023	127	11	116	9%
02/07/2023	127	11	116	9%
02/08/2023	127	11	116	9%
02/09/2023	127	14	113	11%
02/10/2023	127	18	109	14%
02/11/2023	127	22	105	17%
02/12/2023	127	20	107	16%
02/13/2023	127	19	108	15%
02/14/2023	127	17	110	13%
02/15/2023	127	15	112	12%
02/16/2023	127	20	107	16%
02/17/2023	127	51	76	40%
02/18/2023	127	63	64	50%
02/19/2023	127	57	70	45%
02/20/2023	127	16	111	13%
02/21/2023	127	11	116	9%
02/22/2023	127	11	116	9%
02/23/2023	127	12	115	9%
02/24/2023	127	14	113	11%
02/25/2023	127	9	118	7%
02/26/2023	127	10	117	8%
02/27/2023	127	6	121	5%
02/28/2023	127	5	122	4%
	3556	475		

February Occupancy	13%
Total	

Danielle's Tasks Completed

Date: February

- February 6** New Office Assistant started. It was training day/week!
- February 8** Completed Commissioners Packet
- February 8** Verified Jurisdictional Contacts with Oregon Government Ethics Commission
- February 9 – 12** Went to SDAO Annual Conference in Sunriver with Travis and April.
- February 13** New Front Desk/Moorage Manager started. It was training day/week!
- February 15** Regular Commissioner Meeting Day
- February 20** Holiday – Port Office closed for Presidents Day
- February 20** Attended Special Commissioner Meeting
- February 21** Was on standby for the fueling over the steel wall for F/V: Alex
- February 22** Attended Office Staff Meeting
- February 22** Attended a meeting with Travis and Beacon Broadband about the services they would be able to offer us in the future and how we can get our tenants to know that Beacon Broadband is now available in our area. We will be placing brochures in the tenants' monthly invoices for March 2023
- February 27** Completed monthly stormwater inspections, collected stormwater for DEQ 1200Z permit and drove water samples to grants pass
- February 27** Completed and submitted DEQ Oregon Material Recovery Survey for the year of 2022
- February 28** Met with Jack Akin to gather information to submit to grants.gov for reimbursement on PW-189. Started to collect and make copies of all EMC invoices.

SAFETY, SECURITY, AND ENVIRONMENTAL MONTHLY REPORT

Date: March 15, 2023
Period: February 2023
To: Travis Webster, Port Manager
Issued By: Danielle King, Safety, Security, & Environmental Coordinator

Safety

Port staff was discussed hard hat safety.

Incidents

POBH recorded (3) incidents for the month of February bringing the year total to (6). Incidents included:

1. A fishing vessel backed into another fishing vessel. Individuals were contacted and advised to contact insurance.
2. Liveaboard customer went to their vehicle and had a broken out window. Reviewed camera footage but could not see any foul play due to location of vehicle.
3. Port staff found a needle in the men's commercial restroom. Needle was properly disposed of.

Security

Four Aces Security Solutions and POBH recorded (35) security issues for the month of February bringing the year total to (41). Issues included:

- (32) Overnight parking tickets.
- (2) Unauthorized visitors on Port Property after hours
- (1) Emergency Services were called

Environmental / DEQ 1200-Z Industrial Stormwater

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

Stormwater testing was completed during the recent storms. This was the first of four required tests this year.

FINANCIAL SUMMARY

Date: March 15, 2023
Period: Month End Report for February 2023
To: Honorable Board President and District Board Members
Issued by: Travis Webster, Port Manager and April Walker, Office Manager

February 2023 Financial Report - Overview

Balance Sheet

End of the month unrestricted cash and equivalents totaled \$420,901. Restricted cash and equivalents totaled \$639,985 with Total Checking/Savings (cash) at \$1,135,579.

February Profit & Loss

Total revenue for all funds was \$346,024. Total expense was \$361,940. The net income for February was \$ (15,916).

February Program Revenues		February Program Expenditures		Net
Beachfront RV Park	\$92,083	\$19,896		\$72,187
Commercial / Retail	\$47,678	\$7,188		\$40,490
Fuel Dock	\$130,838	\$67,360		\$63,478
General Fund Grants	\$0.00	\$48		\$ (48)
Marina	\$64,079	\$85,692		\$ (21,613)
Total General Fund	\$334,678	\$180,184		\$154,494

Budget Performance FY 2022-2023

Total income for all funds is 47.2%, with general fund revenues at 58.9%. Total expenditure for all funds is 36.1%, with general fund expenditure at 58.6%.

ATTACHMENTS

- Port Balance Sheet as of July 31, 2022, 2 pages
- Profit & Loss February 2023, 3 pages
- Profit & Loss General Fund February 2023, 2 pages
- Profit & Loss Budget Performance, FY July 2022 thru June 2023, 4 pages
- February 2023 Check Register, 3 pages
- Vendor Summary for January through February 2023, 2 pages

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

Port of Brookings Harbor Balance Sheet

Cash Basis

Feb 28, 23

ASSETS	
Current Assets	
Checking/Savings	
100 · UNRESTRICTED CASH & EQUIVALENTS	
101 · GENERAL FUND CHECKING & LGIP	
10103 · General Funds Ckg Umpqua 3634	259,899.24
10106 · General Fund LGIP 6017	102,342.30
10107 · Dredging Fund LGIP 6254	38,891.99
101 · GENERAL FUND CHECKING & LGIP - Other	15,604.58
Total 101 · GENERAL FUND CHECKING & LGIP	416,738.11
10101 · Petty Cash	414.00
10102 · COUNTER CASH	
10102.1 · Office/Reception Cash Drawer	400.00
10102.2 · RV Park Cash Drawer	510.00
10102.3 · Fuel Dock Cash Drawer	800.00
Total 10102 · COUNTER CASH	1,710.00
100 · UNRESTRICTED CASH & EQUIVALENTS - Other	2,038.98
Total 100 · UNRESTRICTED CASH & EQUIVALENTS	420,901.09
110 · RESTRICTED CASH & EQUIVALENTS	
104 · RESTRICTED MONEY MKT & CHECKING	
20104 · USDA BOND Umpqua MM 9529	2,521.24
30104 · Debt Service Umpqua MM 8627	2,506.63
40104 · Capital Projects Umpqua 8018	
70104.1 · Port Construction Fund	107,739.05
40104 · Capital Projects Umpqua 8018 - Other	-105,239.05
Total 40104 · Capital Projects Umpqua 8018	2,500.00
Total 104 · RESTRICTED MONEY MKT & CHECKING	7,527.87
105 · RESTRICTED LGIP	
20105 · USDA Bond Fund LGIP 6021	46,896.47
30105 · IFA Debt Service Fund LGIP 6020	46,893.31
50105 · Reserve Fund LGIP 6018	455,798.13
70105 · Capital Projects LGIP 6273	
70105.2 · Port Construction Fund	215,029.31
70105 · Capital Projects LGIP 6273 - Other	-132,159.52
Total 70105 · Capital Projects LGIP 6273	82,869.79
Total 105 · RESTRICTED LGIP	632,457.70
Total 110 · RESTRICTED CASH & EQUIVALENTS	639,985.57
Total Checking/Savings	1,060,886.66
Accounts Receivable	
120 · ACCOUNTS RECEIVABLE	-27,621.74
Total Accounts Receivable	-27,621.74
Other Current Assets	
130 · DUE FROM TRANSFERS	
40130 · Due From Capital Projects	88,150.17
Total 130 · DUE FROM TRANSFERS	88,150.17
150 · Undeposited Funds	14,164.23
Total Other Current Assets	102,314.40
Total Current Assets	1,135,579.32
TOTAL ASSETS	1,135,579.32

Port of Brookings Harbor Balance Sheet

Cash Basis

	Feb 28, 23
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
100222 · Payroll Liabilities	
10222 · HealthCare Premium - Dependent	-957.96
10224 · SEP IRA	-6,254.63
Total 100222 · Payroll Liabilities	-7,212.59
10226 · Lodging Tax Payable	23,993.55
230 · DUE TO TRANSFERS	
40230 · Due To General Fund from CP	88,150.17
Total 230 · DUE TO TRANSFERS	88,150.17
Total Other Current Liabilities	104,931.13
Total Current Liabilities	104,931.13
Total Liabilities	104,931.13
Equity	
300 · Fund Balance	
301 · Unappropriated Balance	
10301 · General Fund Unappropriated Bal	532,465.33
20301 · Revenue Bond Unappropriate Bal	102,351.92
30301 · Debt Service Unappropriated Bal	22,758.51
40301 · Capital Project Unappropriated	40,430.77
50301 · Reserve Fund Unappropriated Bal	402,738.52
70301 · Port Const. Fund Unappropriated	569,448.67
Total 301 · Unappropriated Balance	1,670,193.72
302 · Appropriated Carryover	
10302 · General Fund Appropriated Carry	-532,465.33
20302 · Revenue Bond Appropriated Carry	-102,351.92
30302 · Debt Service Appropriated Carry	-22,758.51
40302 · Capital Proj Appropriated Carry	-40,430.77
50302 · Reserve Fund Appropriated Carry	-402,738.52
70302 · Port Const. Fund Appropriated	-569,448.67
Total 302 · Appropriated Carryover	-1,670,193.72
Total 300 · Fund Balance	0.00
Net Income	1,030,648.19
Total Equity	1,030,648.19
TOTAL LIABILITIES & EQUITY	1,135,579.32

**Port of Brookings Harbor
Profit & Loss**

Cash Basis

February 2023

	Feb 23
Income	
400 · REVENUES	
401 · GENERAL FUND REVENUES	
10412 · Property Tax Current	434.53
10418 · Miscellaneous	31.13
Total 401 · GENERAL FUND REVENUES	465.66
402 · GENERAL FUND PROGRAM REVENUES	
10421 · MARINA	
10421.2 · MOORAGE	
10421.3 · Commercial Slip Rent	23,325.13
10421.4 · Recreational Slip Rent	24,287.68
10421.5 · Transient	422.97
10421.6 · Other Moorage	82.50
Total 10421.2 · MOORAGE	48,118.28
10422 · Boat Launch	355.00
10423 · STORAGE	
10423.1 · Gear Storage	12,721.60
10423.2 · Boat Storage	1,210.00
Total 10423 · STORAGE	13,931.60
10424 · ADMINISTRATIVE FEES	582.18
10425 · MARINE SERVICES	
10425.2 · 12 K Telehandler	345.00
10425.3 · Other Sales & Fees	345.00
10425.4 · Public Hoist	401.85
Total 10425 · MARINE SERVICES	1,091.85
Total 10421 · MARINA	64,078.91
10427 · BEACHFRONT RV PARK	
10427.1 · Space Rental	87,542.82
10427.2 · Other Sales & Fees	4,540.00
Total 10427 · BEACHFRONT RV PARK	92,082.82
10428 · COMMERCIAL RETAIL	
10428.1 · Retail Property	28,426.12
10428.2 · Docks	17,312.61
10428.3 · CPI and Other Fees	1,938.92
Total 10428 · COMMERCIAL RETAIL	47,677.65
10429 · FUEL DOCK	130,785.49
Total 402 · GENERAL FUND PROGRAM REVEN...	334,624.87
420 · USDA REVENUE BOND FUND	
20414 · Interest Revenue Bond Fund	0.03
Total 420 · USDA REVENUE BOND FUND	0.03
430 · DEBT SERVICE FUND REVENUE	
30414 · Interest Debt Service Fund	0.05
30419 · Transfer to Debt Service Fund	6,123.71
Total 430 · DEBT SERVICE FUND REVENUE	6,123.76
460 · DEBT SERV. RV PARK IMPROV. FUND	

**Port of Brookings Harbor
Profit & Loss**

February 2023

Cash Basis

	Feb 23
60419 · Transfer OR FFC 2020 Debt Serv.	4,809.87
Total 460 · DEBT SERV. RV PARK IMPROV. FUND	4,809.87
Total 400 · REVENUES	346,024.19
Total Income	346,024.19
Gross Profit	346,024.19
Expense	
600 · GENERAL FUND EXPENDITURES	
10900 · Operating Transfers Out General	10,933.58
500 · PERSONNEL SERVICES	
10502 · Office Staff	19,837.27
10504 · Operations Staff	15,773.56
10506 · Overtime	2,594.82
10508 · Payroll Taxes/Costs/Benefits	
10508.1 · Paid Holidays	0.00
10508.2 · Sick Leave Benefit	174.44
10508.3 · Vacation	529.19
10508.4 · Payroll Taxes	4,055.33
Total 10508 · Payroll Taxes/Costs/Benefits	4,758.96
10510 · Health Care and Dental	5,622.68
Total 500 · PERSONNEL SERVICES	48,587.29
601 · GENERAL FUND Material & Service	
10601 · ADVERTISING & NOTIFICATIONS	213.00
10602 · REPAIRS & MAINTENANCE	
10602.1 · Equip. Repair/Maintenance	949.82
10602.2 · Supplies	12,050.98
10602.3 · Services	75,537.69
Total 10602 · REPAIRS & MAINTENANCE	88,538.49
10603 · FUEL purchased for resale	63,296.44
10605 · UTILITIES	
10605.2 · RV Park Cable TV	714.10
10605.3 · Sanitary	3,025.25
10605.5 · Telecommunications	996.55
10605.6 · Waste Removal	9,020.27
Total 10605 · UTILITIES	13,756.17
10606 · OFFICE EXPENSE	657.02
10607 · BANK SERVICE & FINANCE FEES	4,392.62
10608 · TRAINING & TRAVEL	144.99
10609 · PERMITS, LICENSES, TAXES & MISC	243.83
10610 · INSURANCE; PROP & CAS, BOND	11,681.75
10611 · PROFESSIONAL FEES	
10611.2 · Attorney	0.00
10611.4 · Other Support/Consultant	812.47
Total 10611 · PROFESSIONAL FEES	812.47
Total 601 · GENERAL FUND Material & Service	183,736.78
Total 600 · GENERAL FUND EXPENDITURES	243,257.65
630 · DEBT SERVICE FUND EXPENDITURES	

**Port of Brookings Harbor
Profit & Loss**

February 2023

Cash Basis

	Feb 23
801 · Principal	
30803P · 50 BFMII Travelift Principal	4,431.68
30804P · 2018 Genie Forklift Principal	1,280.32
Total 801 · Principal	5,712.00
810 · Interest Payments	
30813I · 50 BFMII Travelift Interest	227.32
30814I · 2018 Genie Forklift Interest	184.39
Total 810 · Interest Payments	411.71
630 · DEBT SERVICE FUND EXPENDITURES - O...	10.00
Total 630 · DEBT SERVICE FUND EXPENDITURES	6,133.71
660 · DEBT SERV. RV PARK EXPENDITURES	
60806P · RV Park Improv. Loan Principal	3,320.92
60815I · RV Park Improv. Loan Interest	1,488.95
Total 660 · DEBT SERV. RV PARK EXPENDITURES	4,809.87
670 · PORT CONST FUND EXPENDITURES	
70100 · PORT CONST. CAPITAL OUTLAY	
70700 · Land Improvement - Port Const.	
70701.3 · Services	107,739.05
Total 70700 · Land Improvement - Port Const.	107,739.05
Total 70100 · PORT CONST. CAPITAL OUTLAY	107,739.05
Total 670 · PORT CONST FUND EXPENDITURES	107,739.05
Total Expense	361,940.28
Net Income	-15,916.09

Port of Brookings Harbor
Profit & Loss General Fund

February 2023

	BEACHFRONT RV... (GENERAL FUND)	COMMERCIAL RE... (GENERAL FUND)	FUEL DOCK (GENERAL FUND)	GRANTS (GENERAL FUND)	MARINA (GENERAL FUND)	Total GENERAL F...	TOTAL
Income							
400 · REVENUES							
402 · GENERAL FUND PROGRAM REVENUES							
10421 · MARINA							
10421.2 · MOORAGE							
10421.3 · Commercial Slip Rent	0.00	0.00	0.00	0.00	23,325.13	23,325.13	23,325.13
10421.4 · Recreational Slip Rent	0.00	0.00	0.00	0.00	24,287.68	24,287.68	24,287.68
10421.5 · Transient	0.00	0.00	155.25	0.00	267.72	422.97	422.97
10421.6 · Other Moorage	0.00	0.00	0.00	0.00	82.50	82.50	82.50
Total 10421.2 · MOORAGE	0.00	0.00	155.25	0.00	47,963.03	48,118.28	48,118.28
10422 · Boat Launch	0.00	0.00	0.00	0.00	235.00	235.00	235.00
10423 · STORAGE							
10423.1 · Gear Storage	0.00	0.00	0.00	0.00	12,721.60	12,721.60	12,721.60
10423.2 · Boat Storage	0.00	0.00	0.00	0.00	1,210.00	1,210.00	1,210.00
Total 10423 · STORAGE	0.00	0.00	0.00	0.00	13,931.60	13,931.60	13,931.60
10424 · ADMINISTRATIVE FEES	0.00	0.00	0.00	0.00	582.18	582.18	582.18
10425 · MARINE SERVICES							
10425.2 · 12 K Telehandler	0.00	0.00	0.00	0.00	345.00	345.00	345.00
10425.3 · Other Sales & Fees	0.00	0.00	0.00	0.00	345.00	345.00	345.00
10425.4 · Public Hoist	0.00	0.00	0.00	0.00	401.85	401.85	401.85
Total 10425 · MARINE SERVICES	0.00	0.00	0.00	0.00	1,091.85	1,091.85	1,091.85
Total 10421 · MARINA	0.00	0.00	155.25	0.00	63,803.66	63,958.91	63,958.91
10427 · BEACHFRONT RV PARK							
10427.1 · Space Rental	87,542.82	0.00	0.00	0.00	0.00	87,542.82	87,542.82
10427.2 · Other Sales & Fees	4,540.00	0.00	0.00	0.00	0.00	4,540.00	4,540.00
Total 10427 · BEACHFRONT RV PARK	92,082.82	0.00	0.00	0.00	0.00	92,082.82	92,082.82
10428 · COMMERCIAL RETAIL							
10428.1 · Retail Property	0.00	28,426.12	0.00	0.00	0.00	28,426.12	28,426.12
10428.2 · Docks	0.00	17,312.61	0.00	0.00	0.00	17,312.61	17,312.61
10428.3 · CPI and Other Fees	0.00	1,938.92	0.00	0.00	0.00	1,938.92	1,938.92
Total 10428 · COMMERCIAL RETAIL	0.00	47,677.65	0.00	0.00	0.00	47,677.65	47,677.65
10429 · FUEL DOCK	0.00	0.00	130,682.73	0.00	102.76	130,785.49	130,785.49
Total 402 · GENERAL FUND PROGRAM REVENU...	92,082.82	47,677.65	130,837.98	0.00	63,906.42	334,504.87	334,504.87
Total 400 · REVENUES	92,082.82	47,677.65	130,837.98	0.00	63,906.42	334,504.87	334,504.87
Total Income	92,082.82	47,677.65	130,837.98	0.00	63,906.42	334,504.87	334,504.87
Gross Profit	92,082.82	47,677.65	130,837.98	0.00	63,906.42	334,504.87	334,504.87
Expense							
600 · GENERAL FUND EXPENDITURES							
500 · PERSONNEL SERVICES							
10510 · Health Care and Dental	2,409.72	1,606.48	1,606.48	0.00	0.00	5,622.68	5,622.68

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Port of Brookings Harbor Profit & Loss General Fund

February 2023

	BEACHFRONT RV... (GENERAL FUND)	COMMERCIAL RE... (GENERAL FUND)	FUEL DOCK (GENERAL FUND)	GRANTS (GENERAL FUND)	MARINA (GENERAL FUND)	Total GENERAL F...	TOTAL
Total 500 · PERSONNEL SERVICES	2,409.72	1,606.48	1,606.48	0.00	0.00	5,622.68	5,622.68
601 · GENERAL FUND Material & Service							
10601 · ADVERTISING & NOTIFICATIONS	53.25	53.25	53.25	0.00	53.25	213.00	213.00
10602 · REPAIRS & MAINTENANCE							
10602.1 · Equip. Repair/Maintenance	0.00	0.00	0.00	0.00	949.82	949.82	949.82
10602.2 · Supplies	872.43	836.50	760.39	48.12	9,533.54	12,050.98	12,050.98
10602.3 · Services	9,485.97	957.90	414.35	0.00	55,519.47	66,377.69	66,377.69
Total 10602 · REPAIRS & MAINTENANCE	10,358.40	1,794.40	1,174.74	48.12	66,002.83	79,378.49	79,378.49
10603 · FUEL purchased for resale	0.00	0.00	63,296.44	0.00	0.00	63,296.44	63,296.44
10605 · UTILITIES							
10605.2 · RV Park Cable TV	714.10	0.00	0.00	0.00	0.00	714.10	714.10
10605.3 · Sanitary	426.06	1,089.51	33.14	0.00	1,476.54	3,025.25	3,025.25
10605.5 · Telecommunications	217.01	27.49	73.72	0.00	678.33	996.55	996.55
10605.6 · Waste Removal	925.15	98.36	475.00	0.00	7,521.76	9,020.27	9,020.27
Total 10605 · UTILITIES	2,282.32	1,215.36	581.88	0.00	9,676.63	13,756.17	13,756.17
10606 · OFFICE EXPENSE	141.35	141.32	141.34	0.00	233.01	657.02	657.02
10607 · BANK SERVICE & FINANCE FEES	3,302.27	0.00	189.86	0.00	900.49	4,392.62	4,392.62
10608 · TRAINING & TRAVEL	51.61	36.25	20.89	0.00	20.88	129.63	129.63
10609 · PERMITS, LICENSES, TAXES & MISC	3.75	3.74	3.75	0.00	232.59	243.83	243.83
10610 · INSURANCE; PROP & CAS, BOND	979.60	2,222.67	176.00	0.00	8,303.48	11,681.75	11,681.75
10611 · PROFESSIONAL FEES							
10611.2 · Attorney	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10611.4 · Other Support/Consultant	314.01	115.00	115.00	0.00	268.46	812.47	812.47
Total 10611 · PROFESSIONAL FEES	314.01	115.00	115.00	0.00	268.46	812.47	812.47
Total 601 · GENERAL FUND Material & Service	17,486.56	5,581.99	65,753.13	48.12	85,691.62	174,561.42	174,561.42
Total 600 · GENERAL FUND EXPENDITURES	19,896.28	7,188.47	67,359.61	48.12	85,691.62	180,184.10	180,184.10
Total Expense	19,896.28	7,188.47	67,359.61	48.12	85,691.62	180,184.10	180,184.10
Net Income	72,186.64	40,489.18	63,478.37	-48.12	-21,785.20	154,320.77	154,320.77

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

	Jul '22 - Feb 23	Budget	% of Budget
Income			
400 · REVENUES			
401 · GENERAL FUND REVENUES			
10411 · Cash Carry Over	337,247.33	490,000.00	68.8%
10412 · Property Tax Current	247,037.40	250,000.00	98.8%
10413 · Property Tax Prior	6,015.88	10,000.00	60.2%
10414 · Interest General Fund	2,069.62	2,000.00	103.5%
10417 · Assets Sales	174,236.00	10,000.00	1,742.4%
10418 · Miscellaneous	34,056.65	66,000.00	51.6%
10420 · Grants & Other Funding - GF	50,000.00	20,000.00	250.0%
Total 401 · GENERAL FUND REVENUES	850,662.88	848,000.00	100.3%
402 · GENERAL FUND PROGRAM REVENUES			
10421 · MARINA			
10421.2 · MOORAGE			
10421.3 · Commercial Slip Rent	105,073.97		
10421.4 · Recreational Slip Rent	225,838.18		
10421.5 · Transient	5,915.18	0.00	100.0%
10421.6 · Other Moorage	9,525.00		
Total 10421.2 · MOORAGE	346,352.33	0.00	100.0%
10422 · Boat Launch	20,569.00		
10423 · STORAGE			
10423.1 · Gear Storage	42,369.04		
10423.2 · Boat Storage	21,796.00		
10423 · STORAGE - Other	150.00		
Total 10423 · STORAGE	64,315.04		
10424 · ADMINISTRATIVE FEES	4,883.89	0.00	100.0%
10425 · MARINE SERVICES			
10425.1 · Travelift	30,250.00	0.00	100.0%
10425.2 · 12 K Telehandler	5,466.00	0.00	100.0%
10425.3 · Other Sales & Fees	18,392.16		
10425.4 · Public Hoist	1,534.00		
10425 · MARINE SERVICES - Other	0.00	0.00	0.0%
Total 10425 · MARINE SERVICES	55,642.16	0.00	100.0%
10426 · EVENTS ON PORT PROPERTY	3,166.00		
10421 · MARINA - Other	0.00	842,000.00	0.0%
Total 10421 · MARINA	494,928.42	842,000.00	58.8%
10427 · BEACHFRONT RV PARK			
10427.1 · Space Rental	375,710.33	0.00	100.0%
10427.2 · Other Sales & Fees	33,475.42	0.00	100.0%
10427 · BEACHFRONT RV PARK - Other	0.00	800,000.00	0.0%
Total 10427 · BEACHFRONT RV PARK	409,185.75	800,000.00	51.1%
10428 · COMMERCIAL RETAIL			
10428.1 · Retail Property	226,257.68	0.00	100.0%
10428.2 · Docks	124,266.13	0.00	100.0%
10428.3 · CPI and Other Fees	41,355.96	0.00	100.0%
10428 · COMMERCIAL RETAIL - Other	0.00	635,000.00	0.0%
Total 10428 · COMMERCIAL RETAIL	391,879.77	635,000.00	61.7%
10429 · FUEL DOCK	662,259.47	1,050,000.00	63.1%
Total 402 · GENERAL FUND PROGRAM REVENU...	1,958,253.41	3,327,000.00	58.9%
420 · USDA REVENUE BOND FUND			
20411 · Cash Carry Over - USDA Revenue	102,841.78	102,820.00	100.0%
20414 · Interest Revenue Bond Fund	794.93	840.00	94.6%
20419 · Transfer to USDA Bond Fund	75,901.00	130,120.00	58.3%

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

	Jul '22 - Feb 23	Budget	% of Budget
Total 420 · USDA REVENUE BOND FUND	179,537.71	233,780.00	76.8%
430 · DEBT SERVICE FUND REVENUE			
30411 · Cash Carry Over - Debt Service	23,094.07	23,100.00	100.0%
30414 · Interest Debt Service Fund	470.87	616.00	76.4%
30419 · Transfer to Debt Service Fund	229,834.68	391,484.00	58.7%
Total 430 · DEBT SERVICE FUND REVENUE	253,399.62	415,200.00	61.0%
440 · CAPITAL PROJECTS FUND REVENUE			
40411 · Cash Carry Over - Capt Proj	0.00	2,500.00	0.0%
40416 · Government Funding			
40416.2 · FEMA Funding	66,460.92	3,580,000.00	1.9%
40416.3 · State Lottery Funding	0.00	0.00	0.0%
Total 40416 · Government Funding	66,460.92	3,580,000.00	1.9%
40419 · Transfer to Capital Project	0.00	0.00	0.0%
Total 440 · CAPITAL PROJECTS FUND REVENUE	66,460.92	3,582,500.00	1.9%
450 · RESERVE FUND REVENUE			
50411 · Cash Carry Over - Reserve Fund	215,799.89	215,700.00	100.0%
50414 · Interest Reserve Fund	1,762.24	1,500.00	117.5%
50419 · Transfer to Reserve Fund	238,236.00	26,000.00	916.3%
Total 450 · RESERVE FUND REVENUE	455,798.13	243,200.00	187.4%
460 · DEBT SERV. RV PARK IMPROV. FUND			
60419 · Transfer OR FFC 2020 Debt Serv.	38,478.96	57,720.00	66.7%
Total 460 · DEBT SERV. RV PARK IMPROV. FUND	38,478.96	57,720.00	66.7%
470 · PORT CONSTRUCTION FUND REVENUE			
70411 · Cash Carry Over - Port Const.	574,018.64	572,000.00	100.4%
70414 · Interest Port Construction Fund	3,752.63	1,170.00	320.7%
Total 470 · PORT CONSTRUCTION FUND REVE...	577,771.27	573,170.00	100.8%
Total 400 · REVENUES	4,380,362.90	9,280,570.00	47.2%
Total Income	4,380,362.90	9,280,570.00	47.2%
Gross Profit	4,380,362.90	9,280,570.00	47.2%
Expense			
600 · GENERAL FUND EXPENDITURES			
10900 · Operating Transfers Out General	582,450.64	605,324.00	96.2%
500 · PERSONNEL SERVICES			
10502 · Office Staff	147,987.99	289,000.00	51.2%
10504 · Operations Staff	153,546.80	267,800.00	57.3%
10506 · Overtime	6,396.17	8,000.00	80.0%
10508 · Payroll Taxes/Costs/Benefits			
10508.1 · Paid Holidays	11,306.32	0.00	100.0%
10508.2 · Sick Leave Benefit	2,200.48	0.00	100.0%
10508.3 · Vacation	24,839.46	0.00	100.0%
10508.4 · Payroll Taxes	34,509.31	0.00	100.0%
10508.5 · SEP Retirement	25,747.07	0.00	100.0%
10508 · Payroll Taxes/Costs/Benefits - Other	0.00	193,300.00	0.0%
Total 10508 · Payroll Taxes/Costs/Benefits	98,602.64	193,300.00	51.0%
10510 · Health Care and Dental	62,738.19	106,600.00	58.9%
10512 · Workers Compensation	20,639.83	22,000.00	93.8%
Total 500 · PERSONNEL SERVICES	489,911.62	886,700.00	55.3%
601 · GENERAL FUND Material & Service			
10601 · ADVERTISING & NOTIFICATIONS	3,406.97	5,624.00	60.6%
10602 · REPAIRS & MAINTENANCE			
10602.1 · Equip. Repair/Maintenance	30,321.61	0.00	100.0%
10602.2 · Supplies	105,074.16	0.00	100.0%

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

	Jul '22 - Feb 23	Budget	% of Budget
10602.3 · Services	151,968.21	0.00	100.0%
10602 · REPAIRS & MAINTENANCE - Other	0.00	635,490.00	0.0%
Total 10602 · REPAIRS & MAINTENANCE	287,363.98	635,490.00	45.2%
10603 · FUEL purchased for resale	523,789.84	924,000.00	56.7%
10605 · UTILITIES			
10605.1 · Electric	59,589.36	0.00	100.0%
10605.2 · RV Park Cable TV	5,474.70	0.00	100.0%
10605.3 · Sanitary	28,187.27	0.00	100.0%
10605.5 · Telecommunications	9,453.35	0.00	100.0%
10605.6 · Waste Removal	59,947.03	0.00	100.0%
10605.7 · Water	13,500.00	0.00	100.0%
10605 · UTILITIES - Other	0.00	379,164.00	0.0%
Total 10605 · UTILITIES	176,151.71	379,164.00	46.5%
10606 · OFFICE EXPENSE	13,222.05	51,032.00	25.9%
10607 · BANK SERVICE & FINANCE FEES	32,601.54	64,134.00	50.8%
10608 · TRAINING & TRAVEL	2,498.57	8,453.00	29.6%
10609 · PERMITS, LICENSES, TAXES & MISC	47,139.65	46,089.00	102.3%
10610 · INSURANCE; PROP & CAS, BOND	74,095.23	126,314.00	58.7%
10611 · PROFESSIONAL FEES			
10611.1 · Accounting/Auditing	21,825.00	0.00	100.0%
10611.2 · Attorney	78,695.07	0.00	100.0%
10611.3 · Engineering	56,318.37	0.00	100.0%
10611.4 · Other Support/Consultant	12,669.29	0.00	100.0%
10611 · PROFESSIONAL FEES - Other	0.00	175,000.00	0.0%
Total 10611 · PROFESSIONAL FEES	169,507.73	175,000.00	96.9%
601 · GENERAL FUND Material & Service - Other	376.58		
Total 601 · GENERAL FUND Material & Service	1,330,153.85	2,415,300.00	55.1%
710 · GENERAL FUND CAPITAL OUTLAY			
10702 · Land Improvements	20,560.75		
10704 · Equipment	7,105.73	0.00	100.0%
710 · GENERAL FUND CAPITAL OUTLAY - Other	0.00	25,000.00	0.0%
Total 710 · GENERAL FUND CAPITAL OUTLAY	27,666.48	25,000.00	110.7%
920 · OPERATING CONTINGENCY	0.00	217,676.00	0.0%
Total 600 · GENERAL FUND EXPENDITURES	2,430,182.59	4,150,000.00	58.6%
620 · USDA REVENUE BOND EXPENDITURES			
20801P · USDA Revenue Bond Principal	83,913.19	83,913.00	100.0%
20810I · USDA Revenue Bond Interest	46,206.81	46,207.00	100.0%
Total 620 · USDA REVENUE BOND EXPENDITURES	130,120.00	130,120.00	100.0%
630 · DEBT SERVICE FUND EXPENDITURES			
30802P · IFA PRINCIPAL			
30802.1 · OBDD #520139/Boardwalk Prin	7,586.92	0.00	100.0%
30802.2 · OBDD #525172/RV Park Prin.	6,841.84	0.00	100.0%
30802.3 · OBDD #525176/Green Bldg Prn	12,048.18	0.00	100.0%
30802.4 · OBDD #525181/EurekaFish Prn	7,825.96	0.00	100.0%
30802.5 · SPWF #L02009/Cold Strg Prin	111,327.24	0.00	100.0%
30802.8 · SPWF L02001/MarineFuel Dock Prn	0.00	0.00	0.0%
30802.9 · SPWF X03004/Eureka Fishery Prin	9,369.86	0.00	100.0%
30802P · IFA PRINCIPAL - Other	0.00	318,000.00	0.0%
Total 30802P · IFA PRINCIPAL	155,000.00	318,000.00	48.7%
801 · Principal			
30803P · 50 BFMII Travelift Principal	35,125.93	53,293.00	65.9%
30804P · 2018 Genie Forklift Principal	10,127.42	15,374.00	65.9%

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

	Jul '22 - Feb 23	Budget	% of Budget
Total 801 · Principal	45,253.35	68,667.00	65.9%
810 · Interest Payments			
30813I · 50 BFMII Travelift Interest	2,146.07	2,623.00	81.8%
30814I · 2018 Genie Forklift Interest	1,590.26	2,210.00	72.0%
Total 810 · Interest Payments	3,736.33	4,833.00	77.3%
630 · DEBT SERVICE FUND EXPENDITURES - O...	10.00		
Total 630 · DEBT SERVICE FUND EXPENDITURES	203,999.68	391,500.00	52.1%
640 · CAPT. PROJ. EXPENDITURES			
40602 · Materials & Services Capt Proj	0.00	0.00	0.0%
740 · CAPT. PROJ. CAPITAL OUTLAY			
40702 · Land Improvement - Capt Proj			
40702.1 · Engineering/Consultants	52,032.00	0.00	100.0%
40702.2 · Supplies	0.00	0.00	0.0%
40702 · Land Improvement - Capt Proj - Other	0.00	3,580,000.00	0.0%
Total 40702 · Land Improvement - Capt Proj	52,032.00	3,580,000.00	1.5%
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	52,032.00	3,580,000.00	1.5%
Total 640 · CAPT. PROJ. EXPENDITURES	52,032.00	3,580,000.00	1.5%
650 · RESERVE FUND EXPENDITURES			
50200 · RESERVE for FUTURE EXPENDITURE	0.00	243,200.00	0.0%
Total 650 · RESERVE FUND EXPENDITURES	0.00	243,200.00	0.0%
660 · DEBT SERV. RV PARK EXPENDITURES			
60806P · RV Park Improv. Loan Principal	26,445.93	39,900.00	66.3%
60815I · RV Park Improv. Loan Interest	12,033.03	17,820.00	67.5%
Total 660 · DEBT SERV. RV PARK EXPENDITURES	38,478.96	57,720.00	66.7%
670 · PORT CONST FUND EXPENDITURES			
70100 · PORT CONST. CAPITAL OUTLAY			
70700 · Land Improvement - Port Const.			
70701.3 · Services	494,901.48		
70700 · Land Improvement - Port Const. - Ot...	0.00	0.00	0.0%
Total 70700 · Land Improvement - Port Const.	494,901.48	0.00	100.0%
70100 · PORT CONST. CAPITAL OUTLAY - Other	0.00	573,170.00	0.0%
Total 70100 · PORT CONST. CAPITAL OUTLAY	494,901.48	573,170.00	86.3%
Total 670 · PORT CONST FUND EXPENDITURES	494,901.48	573,170.00	86.3%
930 · Fund Balances			
10930 · Unappropriated Balance GF	0.00	25,000.00	0.0%
20930 · Unappropriated Balance-USDA	0.00	103,660.00	0.0%
30930 · Unappropriated Balance Debt	0.00	23,700.00	0.0%
40930 · Unappropriated Balance Capt Pro	0.00	2,500.00	0.0%
Total 930 · Fund Balances	0.00	154,860.00	0.0%
Total Expense	3,349,714.71	9,280,570.00	36.1%
Net Income	1,030,648.19	0.00	100.0%

Port of Brookings Harbor
Check Registers
As of February 28, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
100 · UNRESTRICTED CASH & EQUIVALENTS						
101 · GENERAL FUND CHECKING & LGIP						
10103 · General Funds Ckg Umpqua 3634						
Bill Pmt -Check	ACH DEBIT	02/05/2023	US Bank Equipment Finance	Contract No. 500-0623925-000 RICOH IMC6000 Copier		223.20
Check	ACH DEBIT	02/03/2023	ADP	Advice of Debit 625092372 Payroll Date: 1/25/2023		143.36
Check	ACH DEBIT	02/01/2023	ADP	Advice of Debit 624573618 Processing Charges for Year End 2022		153.40
Bill Pmt -Check	ACH DEBIT	02/15/2023	ZiPLY Fiber 541-412-7930-102902-5	541-412-7930-102902-5 Fuel Dock Telephone		46.23
Bill Pmt -Check	ACH DEBIT	02/15/2023	ZiPLY Fiber 541-469-5867-121516-5	541-469-5867-121516-5 Beachfront RV Park		84.29
Bill Pmt -Check	ACH DEBIT	02/11/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		19,459.66
Bill Pmt -Check	ACH DEBIT	02/22/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		43,836.78
Bill Pmt -Check	ACH DEBIT	02/27/2023	Valvoline Instant Oil Change	2/27/2023 Oil Change EQ#1111		105.28
Bill Pmt -Check	ACH DEBIT	02/24/2023	Dish Network	ACCOUNT#8255707024149507		714.10
Bill Pmt -Check	ACH DEBIT	02/18/2023	VERIZON WIRELESS	Account#742050310-00001 Mobile Phones for Staff		355.66
Bill Pmt -Check	ACH DEBIT	02/22/2023	Spectrum Business 8752 19 060 0226494	Internet for Port Office 02/05/2022 - 03/04/2023		109.98
Bill Pmt -Check	ACH DEBIT	02/28/2023	Spectrum Business 8752 19 060 0025169	8752 19 060 0025169-Beachfront RV Internet		105.22
Check	ACH DEBIT	02/17/2023	ADP	Advice of Debit 626206627 Payroll Date: 2/8/2023		143.36
Check	ACH DEBIT	02/24/2023	ADP	Advice of Debit 627091093 ezLaborManager/ADP 300 Timedlock (3 Timedlocks)		173.35
Bill Pmt -Check	ATM DEBIT	02/03/2023	Microsoft	Office 365 Home Annual Subscription for Office Assistant Computer		69.99
Bill Pmt -Check	ATM DEBIT	02/02/2023	Pacific Office Automation	Customer # 507410 Copier Lease & Maintenance		104.06
Bill Pmt -Check	ATM DEBIT	02/02/2023	Interstate Plastics	Supplies and Materials for Pilling Hoops + Freight		447.50
Bill Pmt -Check	ATM DEBIT	02/01/2023	US Relay/HD Relay	HD Relay Advanced Streaming - 500GB Monthly		99.00
Bill Pmt -Check	ATM DEBIT	02/02/2023	Rentprep Enterprise/Fidelis Screening	(3) Background Checks		59.85
Bill Pmt -Check	ATM DEBIT	02/08/2023	Firefly Reservations	Beachfront RV Park reservation system		199.00
Bill Pmt -Check	ATM DEBIT	02/17/2023	Carbonite	Business Storage Pack, 100 GB		91.66
Check	DEBIT	02/03/2023	Edward Jones	Employer Contribution 1/25/2023 Confirmation LB3CUU9I		139.09
Check	DEBIT	02/03/2023	Edward Jones	Employer Contribution 1/11/2023 Confirmation KBFC8U9I		153.79
Check	DEBIT	02/03/2023	Edward Jones	Employer Contribution 1/11/2023 Confirmation 8BFC8U9I		156.29
Check	DEBIT	02/03/2023	Edward Jones	Employer Contribution 1/11/2023 Confirmation YBFC8U9I		56.29
Check	DEBIT	02/03/2023	Edward Jones	Employer Contribution 1/11/2023 Confirmation 7BFC8U9I		199.13
Check	DEBIT	02/03/2023	Edward Jones	Employer Contribution 1/11/2023 Confirmation LBFC8U9I		123.95
Check	DEBIT	02/03/2023	Edward Jones	Employer Contribution 1/11/2023 Confirmation LBFC8U9I		181.10
Check	DEBIT	02/03/2023	Edward Jones	Employer Contribution 1/11/2023 Confirmation IBFC8U9I		365.44
Check	DEBIT	02/03/2023	TD Ameritrade	Employer Contribution 1/11/2023 Confirmation XBFC8U9I		193.12
Check	DEBIT	02/03/2023	TD Ameritrade	Employer Contribution 1/25/2023 Confirmation HB3CUU9I		194.72
Check	DEBIT	02/03/2023	Edward Jones	Employer Contribution 1/11/2023 Confirmation ZBFC8U9I		151.67
Check	DEBIT	02/03/2023	Edward Jones	Employer Contribution 1/25/2023 Confirmation 7B3CUU9I		155.47
Check	DEBIT	02/03/2023	Edward Jones	Employer Contribution 1/25/2023 Confirmation 8B3CUU9I		195.76
Check	DEBIT	02/03/2023	Edward Jones	Employer Contribution 1/25/2023 Confirmation KB3CUU9I		215.92
Check	DEBIT	02/09/2023	Edward Jones	Employer Contribution 2/8/2023 Confirmation OBCCIUTK		155.76
Check	DEBIT	02/03/2023	Edward Jones	Employer Contribution 1/25/2023 Confirmation ZB3CUU9I		53.62
Check	DEBIT	02/03/2023	Edward Jones	Employer Contribution 1/25/2023 Confirmation JB3CUU9I		143.34
Check	DEBIT	02/03/2023	Edward Jones	Employer Contribution 1/25/2023 Confirmation IB3CUU9I		151.70
Check	DEBIT	02/09/2023	Edward Jones	Employer Contribution 2/8/2023 Confirmation QBCCIUTK		285.01
Check	DEBIT	02/09/2023	Edward Jones	Employer Contribution 2/8/2023 Confirmation UBCCIUTK		141.61
Check	DEBIT	02/09/2023	Edward Jones	Employer Contribution 2/8/2023 Confirmation SBCCIUTK		149.80
Check	DEBIT	02/09/2023	Edward Jones	Employer Contribution 2/8/2023 Confirmation 9B1CIUTK		47.03
Check	DEBIT	02/09/2023	Edward Jones	Employer Contribution 2/8/2023 Confirmation PBCCIUTK		365.44
Check	DEBIT	02/09/2023	Edward Jones	Employer Contribution 2/8/2023 Confirmation AB1CIUTK		145.13
Check	DEBIT	02/09/2023	Edward Jones	Employer Contribution 2/8/2023 Confirmation TBCCIUTK		239.70
Check	DEBIT	02/09/2023	TD Ameritrade	Employer Contribution 2/8/2023 Confirmation ZBPC2U1Y		204.28
Check	DEBIT	02/22/2023	Edward Jones	Employer Contribution 2/22/2023 Confirmation 2B3CMUES		145.34
Check	DEBIT	02/22/2023	Edward Jones	Employer Contribution 2/22/2023 Confirmation CB3CMUES		365.44
Check	DEBIT	02/22/2023	Edward Jones	Employer Contribution 2/22/2023 Confirmation DB3CMUES		145.27
Check	DEBIT	02/22/2023	Edward Jones	Employer Contribution 2/22/2023 Confirmation 4B3CMUES		147.86
Check	DEBIT	02/22/2023	Edward Jones	Employer Contribution 2/22/2023 Confirmation 1B3CMUES		156.23
Check	DEBIT	02/22/2023	Edward Jones	Employer Contribution 2/22/2023 Confirmation RB3CMUES		41.30

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Port of Brookings Harbor

Check Registers

As of February 28, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Check	DEBIT	02/22/2023	Edward Jones	Employer Contribution 2/22/2023 Confirmation FB3CMUES		234.17
Check	DEBIT	02/22/2023	Edward Jones	Employer Contribution 2/22/2023 Confirmation 5B3CMUES		259.25
Check	DEBIT	02/22/2023	TD Ameritrade	Employer Contribution 2/22/2023 Confirmation 3B3CMUES		195.61
Check	DEBIT	02/02/2023	Elavon	JAN 2023 MERCHANT SERVICE FEE ACCT#873 Ventek Boat Launch		17.35
Check	DEBIT	02/02/2023	Elavon	JAN 2023 MERCHANT SERVICE FEE ACCT#316 Port Office		883.14
Check	DEBIT	02/02/2023	Elavon	JAN 2023 MERCHANT SERVICE FEE ACCT#951 Fuel Dock		189.86
Bill Pmt -Check	PAYPAL	02/23/2023	Zoom Video Communications Inc.	Account#113208511 Standard Pro Monthly Service		14.99
General Journal	DEBT 2/07	02/07/2023		Transfer to Debt Service Fund for Travelift Payment		4,659.00
General Journal	DEBT 2/07	02/07/2023		Transfer to Debt Service Fund for Fork Lift Payment		1,484.71
General Journal	DEBT 2/07	02/07/2023		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment		4,809.87
General Journal	USCG 2/15	02/15/2023		USCG Lease PMT	4,186.67	
General Journal	PAY 2/22/23	02/21/2023		Rec 2/22/2023 Payroll		15,416.58
General Journal	PAY 2/8/23	02/06/2023		Rec 2/8/2023 Payroll		14,091.67
General Journal	TAX 2/22/23	02/21/2023		Rec 2/22/2023 Payroll		6,393.12
General Journal	TAX 2/8/23	02/06/2023		Rec 2/8/2023 Payroll		5,710.68
Bill Pmt -Check	11376	02/08/2023	Country Media, Inc.	CUST# 38747 Curry Coastal Pilot Notices		213.00
Bill Pmt -Check	11377	02/08/2023	Conrad Forest Products	Material & Supplies PROJECTS: I & J Dock		9,160.00
Bill Pmt -Check	11378	02/08/2023	Curry Transfer & Recycling	Account #2040-2434-001 Trash Dumpsters		9,040.27
Bill Pmt -Check	11379	02/08/2023	Four Aces Security Solutions LLC	JANUARY 2023 - 62 Hours Security Patrol - 34%Marina, 33%Beachfront RV Park, 33%Commercial Re...		2,873.70
Bill Pmt -Check	11380	02/08/2023	Gowman Electric, Inc.	CCB: 198999 Electrical Repair		100.00
Bill Pmt -Check	11381	02/08/2023	Grants Pass Water Lab, Inc.	12/8/22 and 12/30/22 DEQ 1200Z Water Testing		2,700.00
Bill Pmt -Check	11382	02/08/2023	Harbor Logging Supply, Inc.	Supplies for piling hoops		1,779.32
Bill Pmt -Check	11383	02/08/2023	Harbor Sanitary District	JAUNAURY 2023 Sanitary Bill		2,546.51
Bill Pmt -Check	11384	02/08/2023	Industrial Steef & Supply Co. Inc.	Galvanized Materials, Pile Hoops and Brackets		349.59
Bill Pmt -Check	11385	02/08/2023	Kendrick Equipment USA LLC	EQ#4605 Replace failed rocker switch		326.59
Bill Pmt -Check	11386	02/08/2023	Pape Material Handling	Customer No. 1070715 Equipment Maintenance & Repair		517.95
Bill Pmt -Check	11387	02/08/2023	Rentprep Enterprise/Fidelis Screening	VOID: (3) Background Checks - Account Set Up for Auto Pay Acct #3634	0.00	
Bill Pmt -Check	11388	02/08/2023	SDAO Spec. Dist. Assoc. OR - Healthcare	Customer #: 03-0016414 - HEALTHCARE PREMIUM		7,087.95
Bill Pmt -Check	11389	02/20/2023	Coos-Curry Electric Cooperative, Inc.	ACCT # 67601 Electrical Service		8,528.07
Bill Pmt -Check	11390	02/20/2023	SDAO Spec. Dist. Assoc. OR - Prop & C...	Policy#31P16414-203 Customer ID: 01-16414 - 2021 PROPERTY & CASUALTY POLICY - Jan/23		11,681.75
Bill Pmt -Check	11391	02/20/2023	Amazon Capital Services	Business Account #A2VUC5YWS42764 - Supplies/Materials		432.81
Bill Pmt -Check	11392	02/20/2023	Freeman Rock, Inc.	Disposal Yard Clippings - 5 Yards		35.00
Bill Pmt -Check	11393	02/20/2023	Fastenal Industrial Supplies	Customer No.ORBRK0013 Toiletries & Supplies		526.56
Bill Pmt -Check	11394	02/20/2023	Harbor Sanitary District	Sani-Sailor		478.74
Bill Pmt -Check	11395	02/20/2023	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Supplies & Materials		177.57
Bill Pmt -Check	11396	02/20/2023	John Kellum/John's Portable Welding	Cut & Weld hoop for finger, and place onto dock.		920.00
Bill Pmt -Check	11397	02/20/2023	NorthCoast Health Screening	2 - 6-PANEL + ALCOHOL URINE DRUG SCREEN -- PRE-EMPLOYMENT		140.00
Bill Pmt -Check	11398	02/20/2023	Pump Pipe & Tank Services, LLC	Replace Fuel Filters		414.35
Bill Pmt -Check	11399	02/20/2023	Thermo Fluids, Inc.	Account # PO24273 Removal of Used Oil and Oily Water		154.52
Bill Pmt -Check	11400	02/20/2023	Tidewater Contractors, Inc.	Customer Code: 000061		1,582.05
Bill Pmt -Check	11401	02/20/2023	Billeter Marine, LLC-vendor	Pull Existing Piling, Vibro Hammer Piling, Basin 2 O Dock		51,550.00
Bill Pmt -Check	11402	02/21/2023	Gowman Electric, Inc.	CCB: 198999 Electrical Repair		5,697.83
Total 10103 - General Funds Ckg Umpqua 3634					4,186.67	245,644.46
Total 101 - GENERAL FUND CHECKING & LGIP					4,186.67	245,644.46
10101 - Petty Cash						
Total 10101 - Petty Cash						
Total 100 - UNRESTRICTED CASH & EQUIVALENTS					4,186.67	245,644.46
110 - RESTRICTED CASH & EQUIVALENTS						
104 - RESTRICTED MONEY MKT & CHECKING						
20104 - USDA BOND Umpqua MM 9529						
Total 20104 - USDA BOND Umpqua MM 9529						

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Port of Brookings Harbor

Check Registers

As of February 28, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
30104 · Debt Service Umpqua MM 8627						
60104 · OR FFC 2020 Debt Service						
Check	DEBIT	02/15/2023	Umpqua Bank/OR FFC Agreement 2020	OR FFC Agreement 2020 Payment #31		4,809.87
General Journal	DEBT 2/07	02/07/2023		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment	4,809.87	
Total 60104 · OR FFC 2020 Debt Service					4,809.87	4,809.87
30104 · Debt Service Umpqua MM 8627 - Other						
Check		02/28/2023	Umpqua Bank (Service fees)	Miscellaneous Debit Maintenance Fee		10.00
Check	DEBIT	02/22/2023	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #76 - 50 BFMI Travelift		4,659.00
Check	DEBIT	02/15/2023	Umpqua Bank/Loan#747041620	Genie Reach Forklift Loan#747041620 Payment #60		1,464.71
General Journal	DEBT 2/07	02/07/2023		Transfer to Debt Service Fund for Travellift Payment	4,659.00	
General Journal	DEBT 2/07	02/07/2023		Transfer to Debt Service Fund for Fork Lift Payment	1,464.71	
Total 30104 · Debt Service Umpqua MM 8627 - Other					6,123.71	6,133.71
Total 30104 · Debt Service Umpqua MM 8627					10,933.58	10,943.58
40104 · Capital Projects Umpqua 8018						
70104.1 · Port Construction Fund						
General Journal	PCF 2/9/23	02/09/2023		Transfer to Port Construction Fund to pay McLennan Excavation Payment Request #6	107,739.05	
Total 70104.1 · Port Construction Fund					107,739.05	0.00
40104 · Capital Projects Umpqua 8018 - Other						
General Journal	USCG 2/15	02/15/2023		USCG Lease PMT		4,186.67
Bill Pmt -Check	442	02/15/2023	McLennan Excavation, Inc.	Progress Payment Request #6 for RV Park Remodel Project		107,739.05
Total 40104 · Capital Projects Umpqua 8018 - Other					0.00	111,925.72
Total 40104 · Capital Projects Umpqua 8018					107,739.05	111,925.72
Total 104 · RESTRICTED MONEY MKT & CHECKING					118,672.63	122,869.30
Total 110 · RESTRICTED CASH & EQUIVALENTS					118,672.63	122,869.30
TOTAL					122,859.30	368,513.76

**Port of Brookings Harbor
Purchases by Vendor Summary
January through February 2023**

Cash Basis

	Jan - Feb 23
5-R Excavation, LLC	5,460.00
ADP	1,205.56
Amazon Capital Services	1,022.07
BI-MART	230.88
Billeter Marine, LLC-vendor	51,550.00
Boardwalk Mail Service	23.21
Carbonite	1,391.65
Chevron Business Card	863.64
Conrad Forest Products	9,160.00
Coos-Curry Electric Cooperative, Inc.	28,143.34
Country Media, Inc.	458.63
Crow/Clay & Associates, Inc	280.00
Curry County Community Development	2,000.00
Curry Equipment	54.48
Curry Transfer & Recycling	9,040.27
Del-Cur Supply Co-op	1,066.45
Dish Network	1,428.20
Elavon	2,069.06
EMC-Engineers/Scientists, LLC	8,510.00
Englund Marine Supply Co.	109.77
Fastenal Industrial Supplies	2,797.68
Ferguson Enterprises, Inc.	297.02
Firefly Reservations	473.20
Four Aces Security Solutions LLC	5,747.40
Freeman Rock, Inc.	195.00
George's Auto & Diesel Electric	86.55
Gold Beach Lumber Yard, Inc.	2,728.65
Gowman Electric, Inc.	5,797.63
Grants Pass Water Lab, Inc.	2,700.00
Harbor Logging Supply, Inc.	2,397.54
Harbor Sanitary District	5,333.98
Harbor Water District P.U.D.	3,846.75
Home Depot	70.27
In-Motion Graphics and Design, LLC	450.00
Industrial Steel & Supply Co. Inc.	699.18
Interstate Plastics	447.50
John Kellum/John's Portable Welding	2,040.00
K&K Insurance Group, Inc.	400.00
Kendrick Equipment USA LLC	848.28
McLennan Excavation, Inc.	239,898.57
Microsoft	69.99
Miller Nash LLP	28,916.32
NorthCoast Health Screening	140.00
Pacific Office Automation	642.23
Pape Material Handling	517.95
Portland Bolt & Mfg Co., Inc.	5,186.11
Pump Pipe & Tank Services, LLC	414.35
Quill Corporation	52.99
Rentprep Enterprise/Fidelis Screening	119.70
SDAO Spec. Dist. Assoc. OR - Healthcare	16,585.62
SDAO Spec. Dist. Assoc. OR - Prop & Cas	11,681.75
SDAO Spec. Dist. Assoc. OR - Training	690.00
Shari's Cafe & Pies	61.44
Spectrum Business 8752 19 060 0025169	210.44
Spectrum Business 8752 19 060 0226494	219.96
Spectrum Business 8752 19 060 0247029	249.96
Spectrum Business 8752 19 060 0251369	265.94
Taco Bell	21.15

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

Cash Basis

January through February 2023

	<u>Jan - Feb 23</u>
Thermo Fluids, Inc.	248.27
Tidewater Contractors, Inc.	1,582.05
Tyree Oil, Inc	63,296.44
US Bank Equipment Finance	446.40
US Relay/HD Relay	198.00
Valvoline Instant Oil Change	321.04
VERIZON WIRELESS	668.25
Victra/ Verizon	219.99
Village Bar & Grill	62.40
Vonage	590.34
WEEBLY-CHARGE.COM	840.00
Zipty Fiber 541-412-7930-102902-5	88.99
Zipty Fiber 541-469-5867-121516-5	163.65
Zoom Video Communications Inc.	29.98
TOTAL	<u>536,124.11</u>

ACTION ITEM – A

DATE: March 15, 2023
RE: Bell & Whistle Mobile Coffee Stand Lease Amendment
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Lease Original Lease started November 1, 2022.
- Owners asked to move to front row to increase chance of business and better location.
- Site 22 has undesirable aspects such as pull thru access, next to the restroom walkway.
- Port Counsel reviewed Lease Amendment No. 1.

DOCUMENTS

- Original Lease, 9 pages
- Amendment No. 1, 3 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve Bell & Whistle Mobile Coffee Stand Lease Amendment No. 1.

COMMERCIAL LEASE AGREEMENT
Bell & Whistle Mobile Coffee

This Commercial Lease Agreement is made and entered into at Brookings, Oregon, effective the 1st day of November, 2022, by and between the **Port of Brookings Harbor**, an Oregon special district (referred to herein as the "Landlord") and **Bell & Whistle Coffee House** (hereinafter referred to as "Tenant").

1. **Leased Premises.** Landlord hereby leases to Tenant the following described property located in the Port of Brookings Harbor on the terms and conditions stated herein:
 - a. Approximately 84 square-feet of Bare Ground, (the "Leased Premises," as described in Exhibit "1"), located at Beachfront RV Park, Site #65, 16024 Boat Basin Road, Brookings, Oregon.

2. **Lease Term and Base Rental Rate.**
 - a. **Initial Term.** The initial term of this lease is six (6) months commencing November 1st, 2022 and continuing through April 30, 2023.
 - b. **Base Rental Rate.** The base rental rate for the Leased Premises is Two Hundred Fifty Dollars (\$250.00) per month, as calculated below, payable on the first day of each month commencing November 1, 2022. The base rental rate is the combined rate of:
 1. The bare ground consisting of 84 square feet of property at a flat rate Two Hundred Fifty Dollars (\$250.00) per month.

3. **Base Rent Payment.**
 - a. **Proration.** Rent for any partial month during the lease term will be prorated to reflect the number of days during the month that Tenant actually occupied the Leased Premises.
 - b. **Additional Rent.** Additional rent means any other sums payable by Tenant to Landlord under this lease.
 - c. **Fees and Charges.** Should any rent or other payment required of Tenant by this lease not be paid within 10 days after it is due, a late charge of 1.5% per month (18% per annum) will be assessed. In the event any suit or action is instituted to collect any amount owed on this account, the undersigned applicant agrees to pay any reasonable attorney's fees, collection agency fees and any other costs associated with such action. A \$50.00 fee will be assessed on any returned payment.

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

MP
AP

PA

5. **Use.** Tenant may use the Leased Premises for coffee trailer parking and for no other purpose without Landlord's written consent. In connection with its use of the Leased Premises, Tenant must, at its sole expense, promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including those of the Port of Brookings Harbor, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Port of Brookings Harbor, wherever located. Tenant must not create or maintain any nuisance or any objectionable fumes, noise, or vibrations while using the Leased Premises.
6. **Equipment.** Tenant may install in the Leased Premises only such equipment as is customary for the intended **use** and must not overload the electrical circuits of the Leased Premises or alter the plumbing or wiring of the Leased Premises, without the prior written consent of Landlord. Landlord must approve, in advance, the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any equipment installed by Tenant will remain Tenant's property and must be installed and operated at Tenant's expense. Any air conditioning required because of heat generating equipment or special lighting installed by Tenant must also be installed and operated at Tenant's expense.
7. **Sign.** No signs, awnings, antennas, or other apparatus may be positioned as to be visible from outside the Leased Premises without Tenant obtaining Landlord's prior written approval as to design, size, location, and color. All signs installed by Tenant must comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware must be removed upon termination of this lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.
8. **Utilities and Services.** Landlord will furnish to Tenant access to water, trash, sewer, and electrical utility hook-ups on or adjacent to the Leased Premises. Unless caused by Landlord's negligence or intentional act, the interruption, limitation, curtailment, or rationing of services or utilities may not be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease. Landlord must take reasonable steps to correct any interruption in service.
9. **Maintenance and Repair – Tenant's Obligations**
 - a. Tenant is at all times during the term of this lease, and at Tenant's sole cost and expense, obligated to keep the entire of the Leased Premises and every part thereof in good condition and repair; excepting ordinary wear and tear and damage to the Leased Premises by earthquake, act of God, or the elements. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Leased Premises or any part thereof. Landlord does have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord will have no liability for interference with Tenant's use because of repairs and installations. Tenant will have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant.
 - b. Tenant will be responsible for any repairs necessitated by Tenant's breach of this lease or the negligent or intentional acts of Tenant, its agents, employees, and invitees, excepting repairs that would otherwise be the responsibility of Landlord under Section 10 or Section 15.
 - c. Tenant is responsible for all other repairs to the Leased Premises which Landlord is not required to make under Section 10 or Section 15.

- d. If Tenant fails to perform Tenant's obligations under this Section 9 or under any other Section of this lease, Landlord may enter upon the affected portion of the Leased Premises after ten (10) days' prior written notice to Tenant (except in case of emergency, in which no notice shall be required), perform such obligations on Tenant's behalf and put the Leased Premises in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law will be due and payable as additional rent to Landlord together with Tenant's next base rent installment.
- e. On the last day of the term hereof, or upon any sooner termination, Tenant must surrender the Leased Premises to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Leased Premises will not be deemed ordinary wear and tear if the same could have been prevented by commercially reasonable maintenance practices. Tenant shall leave fencing, vegetation, and other improvements which were on the Leased Premises prior to the commencement of the lease, in good operating condition.

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

- a. Provide adequate means of ingress and egress to the Leased Premises.
- b. Repair and maintain any structural element of the space that does not meet the definition of Major Damage as provided in Section 15, with respect to the Leased Premises.

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

12. Indemnity.

- a. Tenant may not allow any liens to attach to the Leased Premises or Tenant's interest in the Leased Premises as a result of its activities. In the event that a materialman, mechanic's, or other lien is filed, or a claim of lien is made for work claimed to have been done for Tenant, Landlord will have the option in its sole discretion to require Tenant to post a Surety Bond within ten (10) days at Tenant's expense or to pay and discharge the lien. Tenant agrees to reimburse Landlord promptly upon demand. These Landlord remedies are not exclusive as Landlord has other remedies as provided by law including requiring Tenant to pay for Landlord's attorney's fees and costs relating to any such lien.
- b. Except as otherwise stated herein, Tenant hereby waives all claims against Landlord for damage to any property or injury, illness, or death of any person in, upon, or about the Leased Premises arising at any time and from any cause whatsoever other than by reason of the willful act of Landlord, its officers or employees. Tenant must defend, indemnify and hold Landlord harmless from any and all claims or liability for damage to any property or injury, illness, or death of any person (a) occurring in or on the Leased Premises or any part thereof arising at any time and from any cause whatsoever other than by reason of the willful act of Landlord, its officers, employees, invitees, licensees

or agents; or (b) occurring in, on, or about any part of the Leased Premises when such damage, injury, illness, or death was caused by the act, negligence, omission, or fault of Tenant, its agents, servants, employees, invitees, or licensees. Except as otherwise stated herein, Landlord will have no liability to Tenant because of loss or damage caused by the acts or omissions of other tenants of Landlord, or by third parties. The provisions of this paragraph will survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

13. Insurance. During the term of this lease, Tenant must comply with the following insurance requirements:

- a. General Liability.** Tenant must carry commercial general liability insurance at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2 million per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. Property.** Tenant must carry property insurance against all risk of loss to any tenant improvement or betterments, at full replacement cost with no coinsurance penalty provision.
- c. Workers' Compensation.** If Tenant has employees, Tenant must carry workers' compensation insurance as required by State law and Employer's Liability Insurance with limits of no less than \$1 million per accident for bodily injury or disease.
- d. Excess Coverage.** If Tenant maintains broader coverage and/or higher limits than the minimums shown above, Landlord will be entitled to the broader coverage and/or the higher limits maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage will be available to Landlord.
- e. Additional Insureds.** The Port of Brookings Harbor, its officers, officials, employees, and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Tenant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement of the Tenant's insurance (at least as broad as ISO Form CG 20 10).
- f. Certificates of Coverage.** Tenant must furnish certificates of insurance to Port's General Manager, P.O. Box 848, Brookings, Oregon 97415 certifying the existence of such insurance no later than five (5) days prior to commencement of this lease. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled, or reduced in coverage or limits or not renewed without fourteen (14) days advance written notice to the Landlord and Landlord's agent, if any, and a renewal certificate must be furnished at least 14 days prior to the expiration of any policy.
- g. Primary Insurance.** The insurance required herein will be primary and without right of contribution from other insurance that may be in effect and without subordination. Any other insurance carried by the Landlord is excess. The insurance policies must be underwritten by a company licensed in the state of Oregon, and carry a minimum Best's rating of "A-VI" or better.
- h. Lapse of Policy.** If Tenant's policies lapse or are canceled at any time during the term of this lease, Landlord will have the right to immediately terminate this lease. Tenant will be responsible to Landlord, and must reimburse and hold Landlord harmless for any bodily injury, fire or property damage not covered by Tenant's insurance.

14. Exemption of Landlord from Liability. Tenant hereby agrees that Landlord will not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods,

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

15. **Major Damage.** Major damage means damage by fire or other casualty to the Leased Premises that causes the Leased Premises or any substantial portion of the Leased Premises to be unusable. In the event that major damage occurs without negligence or willful misconduct of Tenant or its employees, agents, or licensees, then either Landlord or Tenant may elect to terminate this lease by providing written notice to the other party within thirty (30) days after the occurrence of the damage. If this lease is not terminated following major damage, or if damage occurs that is not major damage, Landlord must promptly restore the Leased Premises to the condition existing just prior to the damage, with the exception of damage to Tenant improvements. Restoration of any Tenant improvements or alterations installed by Tenant, and the costs thereof, will be the responsibility of the Tenant. Rent will be reduced from the date of damage until the date restoration work being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Leased Premises not useable by Tenant.
16. **Waiver of Subrogation.** Tenant will be responsible for insuring its personal property and trade fixtures located on the Leased Premises and any alterations or Tenant improvements it has made to the Leased Premises. Neither Landlord nor Tenant will be liable to the other for any loss or damage caused by any of the risks that are or could be covered by a standard all risk insurance policy with the extended coverage endorsement, or for any business interruption. There may be no subrogated claims by one party's insurance carrier against the other party arising out of any loss.
17. **Eminent Domain.** If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Leased Premises or a portion sufficient to render the Leased Premises unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that possession is taken by the condemning authority; provided, however, that a condition to the exercise by Tenant of such right to terminate will be that the portion of the Leased Premises taken must be of such extent and nature as to substantially handicap, impede, or impair Tenant's use of the balance of the Leased Premises for the purpose intended. Rent will be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Leased Premises caused by the taking. All condemnation proceeds will belong to Landlord, and Tenant will have no claims against Landlord or the condemnation award because of the taking.
18. **Assignment and Subletting.** This lease binds and inures to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant may not assign its interest under this lease or sublet all or any portion of the Leased Premises without first obtaining Landlord's consent in writing. This provision applies to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment may relieve Tenant

of its obligation to pay rent or perform other obligations required by this lease and no consent to one assignment or subletting may be deemed consent to any further assignment or subletting. Tenant will pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney's fees.

19. Default.

a. Any of the following constitute a default by Tenant under this lease:

1. Tenant's failure to pay rent or any other charge under this lease within ten (10) days after it is due, or failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision will be satisfied if Tenant commences corrective action within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this lease.
2. Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for Tenant's property.
3. Assignment or subletting by Tenant in violation of this lease.
4. Vacation or abandonment of the Leased Premises for more than three (3) months without the written consent of Landlord.
5. If this lease is levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days.
6. If the Tenant fails to comply with any other requirements or obligations under this lease.

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

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

- c. Landlord may make any payment or perform any obligation that Tenant has failed to perform, in which case Landlord will be entitled to recover from Tenant upon all demand all amounts so expended plus interest from the date of the expenditure at the rate of one and one-half percent (1.5%) per month. Any such payment or performance by Landlord will not waive Tenant's default.
21. **Regulations.** Landlord will have the right (but not the obligation) to make, revise, and enforce commercially reasonable regulations or policies consistent with this lease for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Landlord, provided that if Landlord passes a regulation or policy that interferes with Tenant's quiet enjoyment or unreasonably interferes with Tenant's use of the Leased Premises, then Tenant may terminate this lease. All such regulations and policies must be complied with as if part of this lease.
22. **Access.** During times, other than normal business hours, Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Leased Premises. In such event, Landlord will have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord will have the right to enter upon the Leased Premises at any time by passkey or otherwise to determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs to the Leased Premises, or to show the Leased Premises to any prospective tenant or purchasers. Except in cases of emergency, such entry will be with at least 24 hours prior notice and at such times and in such manner as to minimize interference with the reasonable business use of the Leased Premises by Tenant.
23. **Notices.** Notices to the parties relating to the lease must be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Leased Premises. Rent will be payable to Landlord at the same address and in the same manner, but will be considered paid only when received.
24. **Subordination.** This lease will be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Leased Premises. At Landlord's option this lease will be subject and subordinate to any future encumbrance hereafter placed against the Leased Premises (including the underlying land) or any modifications of existing encumbrances. Tenant must execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.
25. **Transfer of Premises.** If the Leased Premises is sold or otherwise transferred by Landlord or any successor, Tenant will attorn to the purchaser or transferee and recognize it as the landlord under this lease, and, provided the purchaser assumes all obligations hereunder, the Landlord (transferor) will have no further liability hereunder.
26. **Estoppel.** Either party will within twenty (20) days after notice from the other party execute, acknowledge and deliver to the other party a certificate reciting: whether or not this lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested. Failure to deliver the certificate within the specified time will be conclusive upon the party of

whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease.

27. **Attorney's Fees.** In the event, any action, suit, or other proceeding is instituted by either party to this lease to enforce any provision of this lease or any matter arising therefrom or to interpret any provision of this lease, the prevailing party will be entitled to an award of reasonable attorney's fees and costs of suit, including expert witness fees. In the event, any such action, suit, or other proceeding is appealed to any higher court or courts, the prevailing party will be entitled to an award of reasonable attorney's fees and costs for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney's fees and costs in the lower court, or courts.
28. **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all material terms of this lease, Tenant is entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord will have no liability to Tenant for loss or damages arising out of the acts of other tenants of Port property or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises.
29. **Complete Agreement.** This lease and the attached exhibits constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein. Any modification to this lease must be in writing and signed by both parties.
30. **Nonwaiver.** Waiver by either party of strict performance of any provision of this lease may not be deemed a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
31. **Real Property Taxes.**
 - a. **Payment of Taxes.** Tenant must pay all real and personal real property taxes, if any, applicable to Tenant's portion of the use and possession of the Leased Premises.
 - b. **Additional Improvements.** Tenant will be responsible for paying any increase in real property tax specified in the Tax Assessor's records and work sheets caused by additional improvements placed upon the Leased Premises by Tenant or by Landlord for use by Tenant.
 - c. **Definition of "Real Property Tax".** As used herein, the term "real property tax" includes any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.
32. **Severability.** The invalidity of any provision of this lease as determined by a court of competent jurisdiction, may in no way affect the validity of any other provisions herein.
33. **Time of Essence.** Time is of the essence with respect to the obligations to be performed under this lease.

- 34. **Security Measures.** Each party acknowledges that they have no obligation whatsoever to provide guard service or other security measures for the benefit of the other party or their property. Each party assumes full responsibility for the protection of itself, its agents and invitees and its property from acts of third parties. Nothing herein contained prevents Landlord, at Landlord's sole option from providing security protection for the Port or any part thereof.
- 35. **No Warranties.** The Leased Premises are leased "as-is" and in their current condition as of the first day of the lease term. No warranties, express or implied, are provided by Landlord regarding the condition or fitness for purpose of the Leased Premises.
- 36. **Parking.** Landlord does not assign any specific parking spaces to Tenant under this lease. Tenant and Tenant's employees and invitees are permitted to use any un-restricted Port public parking areas.
- 37. **Trash.** The Landlord will identify one dumpster located on Port property that Tenant may use for the disposal of garbage. Tenant will not dump garbage on Port property outside of the designated location identified by Landlord. All garbage generated from Tenant's operations must be bagged and tied, and any boxes must be broken down.
- 38. **Headings.** The headings in this lease are for the convenience of the parties only and are not to be used in the interpretation of its provisions.

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

PORT OF BROOKINGS HARBOR, Landlord	Bell & Whistle Coffee House, Tenant
Dated: <u>10-21-2022</u>	Dated: <u>10/20/2022</u>
By: <u>Russell Tolson</u>	By: <u>[Signature]</u>
ATTEST: <u>[Signature]</u>	By: <u>[Signature]</u> Name: Matt and Anna Powers Its: Member / Owner
Mailing Address: P.O. Box 848 Brookings, OR 97415 Phone: 541-469-2218 Fax:	Mailing Address: 97779 North Bank Chetco River Road Brookings, OR 97415 Phone: 541-412-9876 Fax:

**COMMERCIAL LEASE AGREEMENT
AMENDMENT NO. 1**

This Commercial Lease Amendment No. 1 ("Amendment") is entered into by and between the **Port of Brookings Harbor** ("Landlord") and **Bell & Whistles Coffee House** ("Tenant") to amend the terms of the Commercial Lease Agreement dated November 1, 2022 (the "Lease").

RECITALS

- A. Pursuant to the Lease, Tenant leases space designated as Beachfront RV Park, Site #65, 16024 Boat Basin Road, Brookings, Oregon (the "Current Premises") consisting of approximately 84 square feet of bare ground.
- B. Landlord and Tenant desire to (i) relocate Tenant's space from the Current Premises to Beachfront RV Park, Site #22, 16024 Boat Basin Road, Brookings, Oregon, containing approximately 84 square feet ("Relocated Premises"), as depicted approximately on Revised Exhibit 1 attached hereto and made a part hereof, (ii) extend the lease term, and (iii) adjust the monthly base rental rate, all upon the terms and conditions set forth in this Amendment.

AGREEMENT

- 1. AMENDMENTS.** The following terms of the Lease are amended as follows:

Section 1. Leased Premises. Landlord and Tenant hereby agree that effective as of April 1, 2023 (the "Relocation Date"), Exhibit 1 of the Lease is deleted in its entirety and replaced with Revised Exhibit 1. As of the Relocation Date, all references to the "Leased Premises" in the Lease shall refer to Relocated Premises as described on Revised Exhibit 1. Landlord and Tenant acknowledge and agree that Tenant shall have no right to use or possess the Relocated Premises until the Relocation Date, and no right to use or possess the Current Premises after the Relocation Date. For the avoidance of doubt, Tenant shall remain responsible for any obligation with respect to the Current Premises that accrued prior to the Relocation Date, including but not limited to indemnification obligations for claims arising out of Tenant's lease of the Current Premises before the Relocation Date under Section 12 of the Lease. On or before the Relocation Date, Tenant shall surrender the Current Premises in the condition required by Section 9(e) of the Lease.

Section 2. Base Rental Rate and Additional Rent.

- a. Beginning on the Relocation Date, the base rental rate for the Leased Premises is Five Hundred Dollars (\$500.00) per month, as calculated below, payable in advance on the first day of each month commencing April 1, 2023. The base rental rate is the combined rate of:
 - i. The bare ground consisting of 84 square feet of property at a flat rate Five Hundred Dollars (\$500.00) per month.
- b. Tenant shall continue to pay additional rent during the lease term (as extended by this Amendment). in accordance with the terms and conditions of the Lease.

Section 3. Extension of the Lease Term. The lease term (with respect to the Relocated Premises) is hereby extended such that the lease term, currently expiring April 30, 2023, will continue for a period commencing on May 1, 2023, and continuing until August 30, 2023.

2. OTHER TERMS AND CONDITIONS. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. All other terms and conditions of the original Lease remain in full force and effect and remain unaffected hereby. In the case of any

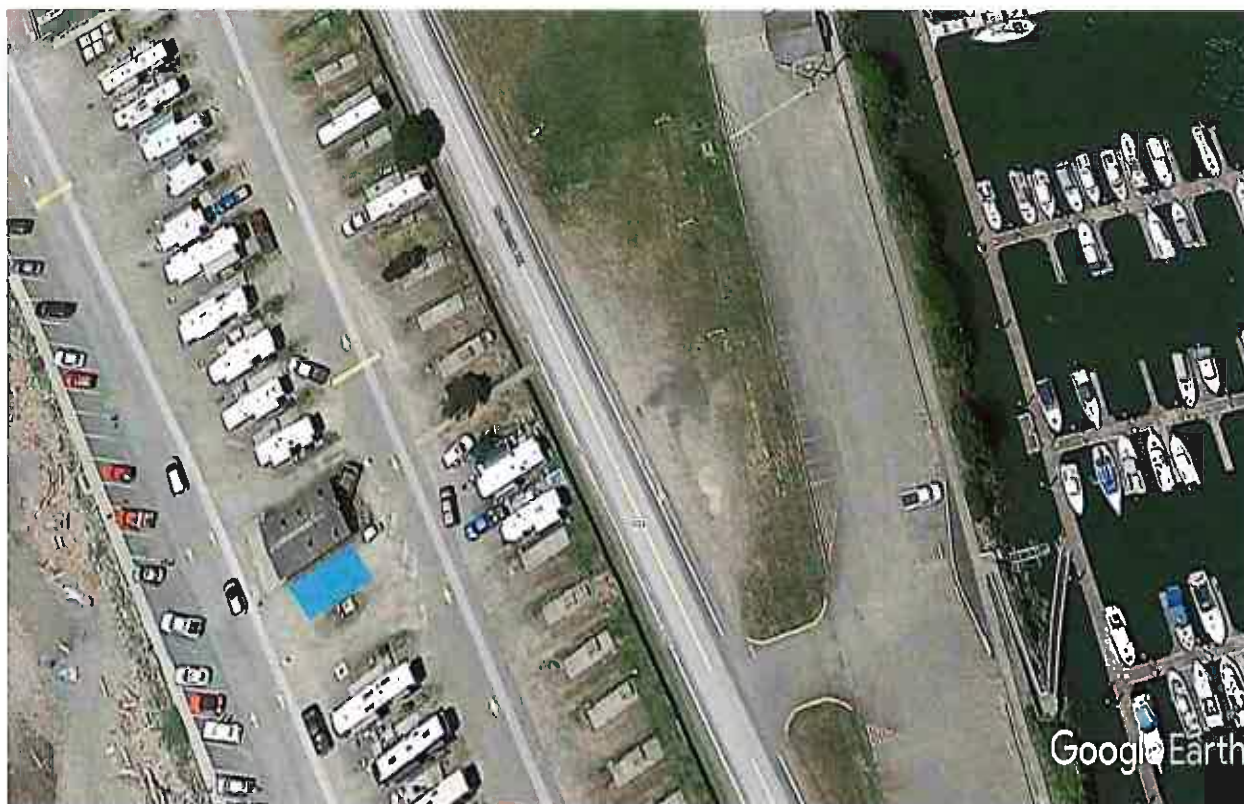
inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate exchange of this Amendment, the parties may execute and exchange facsimile or e-mailed counterparts of the signature pages and such facsimile or e-mailed counterparts shall serve as originals.

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 Amendment as of the date last below written at Brookings, Oregon.

PORT OF BROOKINGS HARBOR, Landlord	Bell & Whistle Coffee House, Tenant
Dated: _____ By: _____ Richard Heap, Board President ATTEST: _____ Commissioner	Dated: _____ By: _____ Matt Powers By: _____ Anna Powers

REVISED EXHIBIT 1
Depiction of the Leased Premises
Mobile Coffee Stand
Rv Park Site #22



ACTION ITEM – B

DATE: March 15, 2023
RE: McLennan Excavation Payment Request #7
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Acting Port Manager

OVERVIEW

- Contract and change order with McLennan Excavation for the Beachfront RV Park Improvement Project was approved and executed on October 20, 2021, and May 6, 2022, respectively.
- Three payments have been made to McLennan Excavation: Payment #1 of \$83,141.87 was on May 12, 2022, after receiving board approval to issue payment on May 6, 2022. Payment No. 2 for \$106,654.12 was made on August 17, 2022, after receiving board approval to issue payment on August 8, 2022. Payment No. 3 for \$108,385.77 was made on November 16, 2022, after receiving board approval to issue payment on November 16, 2022. Payment No. 4 for \$39,963.02 was made on December 21, 2022, after receiving board approval to issue payment on December 21, 2022. Payment No. 5 for \$132,159.52 was made on January 20, 2023, after receiving board approval to issue payment on January 18, 2023. Payment No. 6 for \$107,739.05 was made on February 15, 2023 after receiving board approval to issue payment on February 15, 2023.
- Crow/Clay Associates received sixth payment request from McLennan Excavation for work performed February 9, 2023 through March 6, 2023.
- Port has received BOLI Payroll Wage Reports and verified accuracy.

DOCUMENTS

- McLennan Excavation Payment Request No. 7, 2 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve McLennan Excavation progress Payment No. 7 for \$84,033.22 for work performed February 9, 2023 – March 6, 2023 per contract.

Contractor's Application for Payment No. 7

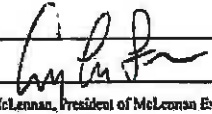
TO: Port of Brookings Harbor	APPLICATION PERIOD: February 9, 2023	APPLICATION DATE: March 6, 2023 ✓
PROJECT: Beachfront RV Park Improvements	FROM: McLennan Excavation Inc. (Contractor)	VIA: Timothy A. Lambson / Crow - Cross/Clay & Associates Inc Architecture and Planning
OWNERS CONTRACT NO. 19005	CONTRACT:	ENGINEER'S PROJECT NO.:
	CONTRACTOR'S PROJECT NO. 2022 - Port of Brookings	

CHANGE ORDER SUMMARY		
Approved Change Orders		
Number	Additions	Deductions
1	\$28,972.56	
2		
3	\$29,670.81	
4	\$15,683.45	
5		
6		
7		
TOTALS	NET	
CHANGE BY CHANGE ORDERS	\$74,326.82	
	\$74,326.82	

1. ORIGINAL CONTRACT PRICE	\$	657,000.00 ✓
2. Net change by Change Orders		574,326.82 ✓
3. Current Contract Price (Line 1 & 2)	\$	731,326.82 ✓
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$	698,144.99 ✓
5. RETAINAGE:		
a. 5% X \$698,144.99 Work Completed	\$	34,907.25 ✓
b. 5% X \$23,223.27 Stored Materials	\$	1,161.16 ✓
c. Total Retainage (Line 5.a + Line 5.b)	\$	36,068.41 ✓
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.C)	\$	662,076.58 ✓
7. LESS PREVIOUS PAYMENTS (Line 6 from prior application)	\$	578,043.36 ✓
8. AMOUNT DUE THIS APPLICATION	\$	84,033.22 ✓
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	\$	69,250.24 ✓


Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: 

By: Casey M. McLennan, President of McLennan Excavation, Inc. Date: 3/6/2023

Payment Of: \$ 84,033.22
(line 8 or other - attach explanation of the other amount)

is recommended by:  3-7-23
(Contractor) (Date)

Payment Of: _____
(line 8 or other - attach explanation of the other amount)

is approved by: _____
(owner) (Date)

6th

Progress Breakdown for Contractor's Application for Payment No. 7

Item		Contract Information				Estimated	Value of Work	Materials	Total Completed	Quality	Quantity	Value of Work to	Quantity	Value of Work
Item No.	Description	Item	Unit	Unit Price (\$)	Total Value	Quantity Installed	Installed this	Presently	and Stored	Previous	Complete to	Date (\$)	Remaining	Remaining (\$)
		Quantity			of Item (\$)	this Period	Period	Stored	this Period	Period	Date		%	
1	Mobilization/Demobilization													
	Bonds and Invoices	1	LS	\$ 16,425.00	\$ 16,425.00				\$ -	100%	100%	\$ 16,425.00		\$ -
	Procurement Administration	1	LS	\$ 15,000.00	\$ 15,000.00				\$ -	100%	100%	\$ 15,000.00		\$ -
	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00				\$ -	100%	100%	\$ 5,000.00		\$ -
	Demobilization	1	LS	\$ 5,000.00	\$ 5,000.00				\$ -	100%	100%	\$ 5,000.00		\$ -
	Temporary Facilities	1	LS	\$ 1,000.00	\$ 1,000.00				\$ -	80%	80%	\$ 6,400.00	20.0%	\$ 1,600.00
	Signs	1	LS	\$ 2,000.00	\$ 2,000.00				\$ -	100%	100%	\$ 2,000.00		\$ -
2	Materials on Order													
	Materials Ordered - Pipe & materials pre-ordered & delivered to McLennan Excavation - Stored in Comm & being installed now	1	LS	\$ 91,210.23	\$ 91,210.23				\$ -	100%	100%	\$ 91,210.23		\$ -
3	Final Off													
	Site Clearing	1	LS	\$ 5,266.00	\$ 5,266.00	5%	\$ 263.30		\$ 263.30	95%	100%	\$ 5,266.00		\$ -
	Concrete and Fence Removal	1	LS	\$ 15,603.20	\$ 15,603.20	5%	\$ 780.26		\$ 780.26	95%	100%	\$ 15,603.20		\$ -
	Grading and Leveling	1	LS	\$ 11,599.23	\$ 11,599.23	30%	\$ 3,479.83		\$ 3,479.83	60%	60%	\$ 6,959.53	40.0%	\$ 4,639.70
	Spreading	1	LS	\$ 11,057.00	\$ 11,057.00	30%	\$ 3,317.10		\$ 3,317.10	50%	50%	\$ 5,528.50	50.0%	\$ 5,528.50
4	Sewer													
	Lanes	1	LS	\$ -	\$ -	100%	\$ -		\$ -	100%	100%	\$ -		\$ -
	Trenching/Shoring	1	LS	\$ 29,453.23	\$ 29,453.23		\$ -		\$ -	100%	100%	\$ 29,453.23		\$ -
	Final Off	1	LS	\$ 9,368.78	\$ 9,368.78	5%	\$ 468.44		\$ 468.44	95%	100%	\$ 9,368.78		\$ -
	Placement of Pipe	1	LS	\$ 14,616.50	\$ 14,616.50	20%	\$ 2,923.30		\$ 2,923.30	30%	100%	\$ 14,616.50		\$ -
	Backfill & Compaction	1	LS	\$ 20,938.90	\$ 20,938.90	20%	\$ -		\$ -	80%	100%	\$ 20,938.90		\$ -
5	Water													
	Lanes	1	LS	\$ -	\$ -	100%	\$ -		\$ -	100%	100%	\$ -		\$ -
	Trenching/Shoring	1	LS	\$ 12,096.60	\$ 12,096.60		\$ -		\$ -	100%	100%	\$ 12,096.60		\$ -
	Final Off	1	LS	\$ 1,356.00	\$ 1,356.00	10%	\$ 135.60		\$ 135.60	90%	100%	\$ 1,356.00		\$ -
	Placement of Pipe	1	LS	\$ 4,361.70	\$ 4,361.70	10%	\$ 436.17		\$ 436.17	90%	100%	\$ 4,361.70		\$ -
	Backfill & Compaction	1	LS	\$ 5,192.80	\$ 5,192.80	10%	\$ 519.28		\$ 519.28	90%	100%	\$ 5,192.80		\$ -
6	Electrical													
	Lanes	1	LS	\$ -	\$ -	100%	\$ -		\$ -	100%	100%	\$ -		\$ -
	Trenching	1	LS	\$ 23,748.40	\$ 23,748.40	5%	\$ 1,187.42		\$ 1,187.42	95%	100%	\$ 23,748.40		\$ -
	Subcontractor - Remove Electric - Materials & Labor	1	LS	\$ 201,842.35	\$ 201,842.35	14%	\$ 28,257.94	\$23,233.27	\$ 51,491.23	81%	85%	\$ 191,750.42	5.0%	\$ 10,092.13
	Backfill & Compaction	1	LS	\$ 26,430.00	\$ 26,430.00	20%	\$ 6,607.50		\$ 6,607.50	70%	93%	\$ 25,104.50	3.0%	\$ 1,321.50
7	Concrete													
	Materials	1	LS	\$ 47,150.00	\$ 47,150.00	23%	\$ 11,787.50		\$ 11,787.50	73%	100%	\$ 47,150.00		\$ -
	Cure	1	LS	\$ 3,793.00	\$ 3,793.00	100%	\$ 3,793.00		\$ 3,793.00	100%	100%	\$ 3,793.00		\$ -
	Prepping slab and rebar	1	LS	\$ 32,214.27	\$ 32,214.27	20%	\$ 6,442.85		\$ 6,442.85	80%	100%	\$ 32,214.27		\$ -
	Forming and Finishing	1	LS	\$ 31,312.55	\$ 31,312.55	35%	\$ 11,459.39		\$ 11,459.39	65%	100%	\$ 31,312.55		\$ -
8	Close up													
	Site Clean up and Punchlist	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -		100.0%	\$ 5,000.00		\$ -
Change Order 1	Additional Electric Upgrade - Crew Query	1	LS	\$ 28,972.56	\$ 28,972.56		\$ -		\$ -	100%	100%	\$ 28,972.56		\$ -
Change Order 2	Contract Date and completion Change	1	LS	\$ -	\$ -		\$ -		\$ -		100.0%	\$ -		\$ -
Change Order 3	Water to Main	1	LS	\$ 29,670.81	\$ 29,670.81		\$ -		\$ -	100%	100%	\$ 29,670.81		\$ -
Change Order 4	Water to Back Lot	1	LS	\$ 15,883.45	\$ 15,883.45		\$ -		\$ -	100%	100%	\$ 15,883.45		\$ -
Totals					\$ 731,326.82		\$ 83,108.32	\$23,233.27	\$ 184,337.59		14.5%	\$ 698,144.99	81.5%	\$ 33,181.83

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ACTION ITEM – C

DATE: March 15, 2023
RE: El Cazadores Draft Lease Agreement
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Board received a letter from new owners asking for Board consideration on sale or reduced rate for the area.
- November 2022 Regular Meeting Board reviewed a current appraisal on the land.
- December 21, Board approved allowing the Port Manager to enter into negotiations with legal counsel and start a draft Purchase Sale Agreement for the sale of Port property.
- January 18, proceed with term sheet to present on February 15, 2023 Board meeting.
- February 15, Board decided for a lease option given proposal from El Cazadores.
- Cindi & Javier Olmedo have offered to purchase the land for full asking price.

DOCUMENTS

- Draft Lease Agreement, 10 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
 - **Option 1:**
Motion to approve El Cazadores Draft Lease Agreement.
 - **Option 2:**
Motion to approve to Port Manager to work with legal counsel to create a Purchase Sales Agreement for full asking price and have the Port Manager contact Business Oregon for Release for Lien documentation.

COMMERCIAL LEASE AGREEMENT

Cendi Olmedo and Javier Olmedo

This amended and restated lease agreement is made and entered into at Brookings, Oregon, effective the 1st day of May, 2023, by and between the **Port of Brookings Harbor**, an Oregon special district (referred to herein as the "Landlord") and Cendi Olmedo and Javier Olmedo (hereinafter referred to as "Tenant").

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

a. Approximately 3,750 square-feet of Asphalt, (the Leased Premises, as described in in Exhibit "1"), located at 16218 Lower Harbor Road, Brookings, Oregon.

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

a. **Initial Term.** The initial term of this lease is five (5) years commencing May 1st, 2023 and continuing through April 30, 2028.

b. **Base Rental Rate.** The base rental rate for the Leased Premises is Four Hundred Fifty Dollars (\$450.00) per month, as calculated below, payable on the first day of each month commencing May 1, 2023. The base rental rate is the combined rate of:

1. The asphalt consisting of 3,750 square feet of property at \$0.12 per square foot per month, for a total of Four Hundred Fifty Dollars (\$450.00) per month.

c. **Option to Renew.** Upon expiration of the initial term of this lease, Landlord grants to Tenant the option to renew this lease in whole or in part of the Leased Premises, for one (1) additional three (3) year term at terms and conditions to be negotiated, provided that: (a) Tenant is not in default of this lease at the time the option is exercised; (b) Landlord does not need the ground for its own use; and (c) Landlord is otherwise satisfied with Tenant's use of the Leased Premises during the initial term. The parties agree to negotiate in good faith with respect to the renewal terms and conditions on terms at least as favorable as those offered to any other tenant of Landlord at the time.

d. **Notice of Intent.** Tenant shall notify the Landlord in writing ninety (90) days prior to expiration of the lease of Tenant's intent to exercise all or any portion of Tenant's option to extend the lease. Failure to provide such notice is a default and a material breach of the lease and Landlord may terminate the lease on the expiration date and retake possession of the Leased Premises with or without process of law.

3. **Base Rent Payment.**

a. **Annual Adjustment.** Tenant must pay the base rent for the Leased Premises and any additional rent provided herein without deduction or offset. The base rent will increase annually, on each anniversary of the lease commencement for the second and each subsequent year, according to the Consumer Price Index for All Urban Consumers (CPI-U). The base rent increase will be for the total amount of the base rent due. Base rent includes all prior percentage increases. In the event that the CPI-U is negative, the base rent will remain the same, it will not increase or decrease.

b. **Proration.** Rent for any partial month during the lease term will be prorated to reflect the number of days during the month that Tenant actually occupied the Leased Premises.

c. **Additional Rent.** Additional rent means any other sums payable by Tenant to Landlord under this lease. At the end of the initial lease term, a new base rent will be established.

d. **Fees and Charges.** Should any rent or other payment required of Tenant by this lease not be paid within 10 days after it is due, a late charge of 1.5% per month (18% per annum) will be assessed. In the event any suit or action is instituted to collect any amount owed on this account, the undersigned applicant agrees to pay any reasonable attorney's fees, collection agency fees and any other costs associated with such action. A \$50.00 fee will be assessed on any returned payment.

4. **Lease Consideration/Security Deposit.** Upon execution of the lease, Tenant's base rent is due the first day of the month of the lease term for which rent is payable. Tenant is required to pay a security deposit in a sum equal to one month's base rent. Landlord may apply the security deposit to pay the cost of performing any obligation that Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the security deposit is applied by the Landlord, Tenant must on demand pay the sum necessary to replenish the security deposit to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the security deposit will be returned to Tenant upon termination of this lease, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the term.
5. **Use.** Tenant may use the Leased Premises for parking and dumpsters and for no other purpose without Landlord's written consent. In connection with its use of the Leased Premises, Tenant must, at its sole expense, promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including those of the Port of Brookings Harbor, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Port of Brookings Harbor, wherever located. Tenant must not create or maintain any nuisance or any objectionable fumes, noise, or vibrations while using the Leased Premises.
6. **Equipment.** Tenant may install in the Leased Premises only such equipment as is customary for the intended *use* and must not overload the floors or electrical circuits of the Leased Premises or alter the plumbing or wiring of the Leased Premises, without the prior written consent of Landlord. Landlord must approve, in advance, the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any equipment installed by Tenant will remain Tenant's property and must be installed and operated at Tenant's expense. Any air conditioning required because of heat generating equipment or special lighting installed by Tenant must also be installed and operated at Tenant's expense.
7. **Sign.** No signs, awnings, antennas, or other apparatus may be positioned as to be visible from outside the Leased Premises without Tenant obtaining Landlord's prior written approval as to design, size, location, and color. All signs installed by Tenant must comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware must be removed upon termination of this lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.
8. **Utilities and Services.** Landlord will furnish all utilities up to the Leased Premises and Tenant will be directly responsible for any and all electrical charges or fees for electrical service and must make arrangements to be billed directly from the local electric co-op (Coos-Curry Electric Cooperative, Inc.). Tenant must also make the necessary arrangements to have a meter installed in the name of Tenant for billing purposes. Water and Sewer usage will be billed separately. Tenant must comply with all government laws or regulations regarding the use or reduction of use of utilities on the Leased Premises. Tenant is responsible for all waste generated by the business and disposal of the waste. Unless caused by Landlord's negligence

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

9. Maintenance and Repair – Tenant's Obligations

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

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

- a. Provide adequate means of ingress and egress to the Leased Premises.
- b. Repair and maintain any structural element of the space that does not meet the definition of Major Damage as provided in Section 15, with respect to the Leased Premises.

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

12. **Indemnity.**

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

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

- a. **General Liability.** Tenant must carry commercial general liability insurance at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2 million per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. **Property.** Tenant must carry property insurance against all risk of loss to any tenant improvement or betterments, at full replacement cost with no coinsurance penalty provision.
- c. **Workers' Compensation.** If Tenant has employees, Tenant must carry workers' compensation insurance as required by State law and Employer's Liability Insurance with limits of no less than \$1 million per accident for bodily injury or disease.

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

the costs thereof, will be the responsibility of the Tenant. Rent will be reduced from the date of damage until the date restoration work being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Leased Premises not useable by Tenant.

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

3. Assignment or subletting by Tenant in violation of this lease.
4. Vacation or abandonment of the Leased Premises for more than three (3) months without the written consent of Landlord.
5. If this lease is levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days.
6. If the Tenant fails to comply with any other requirements or obligations under this lease.

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

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

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

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

notice and at such times and in such manner as to minimize interference with the reasonable business use of the Leased Premises by Tenant.

23. **Notices.** Notices to the parties relating to the lease must be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Leased Premises. Rent will be payable to Landlord at the same address and in the same manner, but will be considered paid only when received.
24. **Subordination.** This lease will be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Leased Premises. At Landlord's option this lease will be subject and subordinate to any future encumbrance hereafter placed against the Leased Premises (including the underlying land) or any modifications of existing encumbrances. Tenant must execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.
25. **Transfer of Premises.** If the Leased Premises is sold or otherwise transferred by Landlord or any successor, Tenant will attorn to the purchaser or transferee and recognize it as the landlord under this lease, and, provided the purchaser assumes all obligations hereunder, the Landlord (transferor) will have no further liability hereunder.
26. **Estoppel.** Either party will within twenty (20) days after notice from the other party execute, acknowledge and deliver to the other party a certificate reciting: whether or not this lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested. Failure to deliver the certificate within the specified time will be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease.
27. **Attorney's Fees.** In the event, any action, suit, or other proceeding is instituted by either party to this lease to enforce any provision of this lease or any matter arising therefrom or to interpret any provision of this lease, the prevailing party will be entitled to an award of reasonable attorney's fees and costs of suit, including expert witness fees. In the event, any such action, suit, or other proceeding is appealed to any higher court or courts, the prevailing party will be entitled to an award of reasonable attorney's fees and costs for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney's fees and costs in the lower court, or courts.
28. **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all material terms of this lease, Tenant is entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord will have no liability to Tenant for loss or damages arising out of the acts of other tenants of Port property or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises.
29. **Complete Agreement.** This lease and the attached exhibits constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither

Landlord nor Tenant is relying on any representations other than those expressly set forth herein. Any modification to this lease must be in writing and signed by both parties.

30. **Nonwaiver.** Waiver by either party of strict performance of any provision of this lease may not be deemed a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
31. **Real Property Taxes.**
- a. **Payment of Taxes.** Tenant must pay all real and personal real property taxes, if any, applicable to Tenant's portion of the use and possession of the Leased Premises.
 - b. **Additional Improvements.** Tenant will be responsible for paying any increase in real property tax specified in the Tax Assessor's records and work sheets caused by additional improvements placed upon the Leased Premises by Tenant or by Landlord for use by Tenant.
 - c. **Definition of "Real Property Tax".** As used herein, the term "real property tax" includes any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.
32. **Severability.** The invalidity of any provision of this lease as determined by a court of competent jurisdiction, may in no way affect the validity of any other provisions herein.
33. **Time of Essence.** Time is of the essence with respect to the obligations to be performed under this lease.
34. **Security Measures.** Each party acknowledges that they have no obligation whatsoever to provide guard service or other security measures for the benefit of the other party or their property. Each party assumes full responsibility for the protection of itself, its agents and invitees and its property from acts of third parties. Nothing herein contained prevents Landlord, at Landlord's sole option from providing security protection for the Port or any part thereof.
35. **No Warranties.** The Leased Premises are leased "as-is" and in their current condition as of the first day of the lease term. No warranties, express or implied, are provided by Landlord regarding the condition or fitness for purpose of the Leased Premises.
36. **Parking.** Landlord does not assign any specific parking spaces to Tenant under this lease. Tenant and Tenant's employees and invitees are permitted to use any un-restricted Port public parking areas.
37. **Headings.** The headings in this lease are for the convenience of the parties only and are not to be used in the interpretation of its provisions.

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

PORT OF BROOKINGS HARBOR, Landlord	El Cazadores Cendi Olmedo and Javier Olmedo
Dated: _____	Dated: _____
By: _____ ATTEST: _____	By: _____ Name: Its: Member / Owner
Mailing Address: P.O. Box 848 Brookings, OR 97415 Phone: 541-469-2218 Fax:	Mailing Address: Phone: 541-254-1096s Fax :

DRAFT

ACTION ITEM – D

DATE: March 15, 2023
RE: Appoint Budget Officer
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Last several years Kim Boom has been appointed the Budget Officer.
- Budget calendar attached for meeting dates, notifications and submitting as required.
- The Budget Committee consists of five (5) Board of Commissioners and five (5) selected positions filled by the Board of Commissioners. To conduct budget business the quorum needed is six (6).
- The Budget Committee has two (2) vacancies. The Port is currently advertising for applications to fill the vacancies. So far, the Port has received zero (0) applications.
- Recommending appointing Travis Webster for Budget Officer for the fiscal year 2023-24 budget.

DOCUMENTS

- FY 2023-24 Budget Calendar, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve Travis Webster as the Budget Officer for fiscal year 2023-2024 budget.

PORT OF BROOKINGS HARBOR

BUDGET CALENDAR 2023-24

1. Appoint Budget Officer
March 15
(Regular Wednesday Meeting at 2 p.m.)
2. Appoint Budget Committee (BC)
April 7
(Special Meeting Wednesday Meeting at 2 p.m.)
3. Prepare Proposed Budget
April 10 (Monday)
4. Publish 1st Notice of BC Meeting
(*Newspaper & Website – submit to
Newspaper on Monday, April 18*)
April 21 (Friday)
5. Publish 2nd Notice of BC Meeting
(*Newspaper & Website -submit to
Newspaper on Monday, April 25*)
April 28 (Friday)
- 6. Budget Committee Meeting** **May 10 (Tuesday 10:00 a.m.)**
7. Publish Notice of Budget Hearing
(*Newspaper & Website – submit to
Newspaper on Friday, May 27*)
June 2 (Friday)
8. Hold Budget Hearing
June 21 (Regular Wednesday Meeting at 2 p.m.)
9. Enact Resolutions to Adopt, etc.
June 21 (Regular Wednesday Meeting at 2 p.m.)
10. Submit Tax Certification Documents
by July 14
11. Send Copy of all Budget Documents
to County Clerk
by September 29

INFORMATION ITEM – A

DATE: March 15, 2023
RE: Port Rates
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Every year about this time the Port reviews the current rates and proposes new rates based on economic and other related factors. Usually, Port staff reviews the annual CPI for all West Urban Consumers for one of the factors of the rate increases. Most Port leases have built within them an annual CPI increase. Some leases have flat rate increases every five years. Keeping our lease rates equal, we typically raise the base lease rates by the annual CPI amount.
- Last year rates were increased by the annual CPI of 4.5%.
- Per Resolution No. 444 Dredging Surcharge, approved June 17, 2014, the Port may add 2% to the standard rate increase of 5% at the discretion of the Port Manager on an annual basis. Port will maintain the current contribution to dredge fund.
- The annual CPI for all West Urban Consumers for 2022 is 6.5% per the U.S. Bureau of Labor Statistics.
- Discussion on new addition to Port rates, landing fees

DOCUMENTS

- Proposed rates with landing fee additions, 9 pages
- News Release from Bureau of Labor Statistics, 2 pages
- Pictures of receiving docks, 40 pages
- Other Port Rates that have fees associated with landings, 11 pages

**PORT OF BROOKINGS HARBOR
PROPOSED RATES
JULY 1, 2022 to JUNE 30, 2023**

Section 1. Service Rates

Rates apply to all Port of Brookings Harbor locations unless otherwise noted. Rates become effective July 1, 2023. Port owned equipment to be operated by port personnel. 30-minute minimum on all hourly rates. All port equipment rates include operator.

	FY 2022-23 Rate	FY 2023-24 Rate
A. <u>Forklift, 5 ton capacity</u>		Rounded to nearest dollar or as noted
per hour	\$ 69.00	\$ 73.50
B. <u>12 K Telehandler</u>		
per hour	\$ 138.00	\$ 147.00
C. <u>Port Truck</u>		
per hour	\$ 69.00	\$ 73.50
D. <u>Port Boat</u>		
per hour	\$ 138.00	\$ 147.00
E. <u>Boat Pump Out</u>		
per hour	\$ 115.00	\$ 122.50
F. <u>Welding Machine</u>		
per hour	\$ 69.00	\$ 73.50
G. <u>Welding Plug</u>		
per day	\$ 20.00	\$ 21.00
H. <u>Boat / Trailer Storage</u>		
Fenced Area		
per day, maximum 10-days	\$ 10.00	No Change
per month	\$ 100.00	No Change
I. <u>Gear Storage</u>		
per SF per month <u>Needs to be discussed at meeting</u>	\$ 0.10	Keep at 0.10 or increase to 0.11
J. <u>Clean-Up</u>		
Fees will be charged for each man-hour at established rates		
Equipment charges are extra	Time and Materials	No Change
K. <u>Disposal Fees</u>		
1) Waste Oil	No Charge	
2) Oil-Water Mix <u>per gallon</u>	Time and Materials	No Change
3) Net / Gear Disposal		
per pound	Time and Materials	
4) Garbage, per pound	Time and Materials	
L. <u>Port Labor</u>		
1) All Port Labor including administration staff		
per hour	\$ 100.00	No Change
2) Overtime, any service required outside established working hours		
per hour	\$ 120.00	No Change
3) Emergency call-out		
Any services requiring a port employee NOT currently on duty to report to duty after hours will be charged twice the normal rate		
per hour, minimum 1 hour	\$ 200.00	No Change
M. <u>Permit to Sell Fish from Boat, per year</u> <u>Needs to be discussed at meeting</u>	\$ 10.00	Keep at 10.00 or increase ?
N. <u>Outside Crane Use on Port Property</u>		
Crane certification per OR/OSHA and Insurance required per Section 9A (Port approval prior to work)		

**PORT OF BROOKINGS HARBOR
PROPOSED RATES
JULY 1, 2022 to JUNE 30, 2023**

Section 2. Boat Yard

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

Haul-out includes one hour of in strap for boat wash. 1-hour minimum on hourly rates.

No long term storage rates for boats in the boat yard.

	FY 2022-23 Rate	FY 2023-24 Rate
<u>Boat Travel Lift 50 MT Capacity - Includes 1-Hour Boat Wash</u>		
A. Two Moves	\$ 600.00	\$ 639.00
B. Single Move	\$ 400.00	\$ 426.00
C. After Hours Move Surcharge	\$ 250.00	\$ 266.00
D. Boat Wash Additional Hour	\$ 70.00	\$ 75.00
E. Remain in Straps After 1-Hour with Port Approval, Per Hour	\$ 200.00	\$ 213.00
F. Trailers Lifts (Placing On or Removing), Plus Hourly Port Labor Rates May Apply	\$ 400.00	\$ 426.00
G. Environmental Service Charge	10% of Total Invoice	No Change
Service charge includes stormwater pollution controls and testing.		

**PORT OF BROOKINGS HARBOR
PROPOSED RATES
JULY 1, 2022 to JUNE 30, 2023**

Section 3a. Sport Moorage Rate includes Voyage Trash, Power & Water

Per linear foot. All charges for greater length between dock and boat. *See appendix for calculated rates based on length. Abuse of utilities will be charged according.

A. <u>Moorage Rate includes Power & Water, per linear foot</u>	FY 2022-23 Rate	FY 2023-24 Rate
1) Daily	\$ 0.71	\$ 0.76
2) Weekly	\$ 4.23	\$ 4.50
3) Calendar Month	\$ 12.70	\$ 13.52
4) Semi-Annual	\$ 28.84	\$ 30.71
5) Annual	\$ 50.63	\$ 53.92
6) <i>Live-aboard. Monthly rate by agreement only.</i>		
a) First person	\$ 82.50	\$ 88.00
b) Each additional	\$ 82.50	\$ 88.00
B. <u>Charter Boats</u>		
Charter License, <i>annual rate per vessel</i>		
per boat with Annual Moorage Agreement (includes Launch Fee)	\$ 200.00	No Change
per boat without Moorage Agreement (includes Launch Fee)	\$ 300.00	No Change
C. <u>Dock Box - No New Dock Boxes</u>		
.....		
D. <u>Line Replacement</u>, Hourly labor rate, half hour minimum		
per cost of rope, plus Port Labor	Time and Materials	No Change
E. <u>Launch Fee</u>		
1) Daily	\$ 5.00	No Change
F. <u>Boat Launch Pass</u>		
1) Annual Boat Launch Pass	Discounted Rates	
a) Jan - June, to remainder of year \$ 150.00	\$ 120.00	No Change
b) July - Sept, to remainder of year \$ 100.00	\$ 80.00	No Change
c) Oct - Dec, to remainder of year \$ 75.00	\$ 60.00	No Change

Discount for local residents, senior citizens (65 & over) & veterans - active, retired or disabled

Section 3b. Sport Moorage with Voyage Trash and Water Only (No Power)

Per linear foot. All charges for greater length between dock and boat. *See appendix for calculated rates based on length. Abuse of utilities will be charged according.

A. <u>Moorage, per linear foot</u>	FY 2022-23 Rate	FY 2023-24 Rate
1) Daily	\$ 0.69	\$ 0.73
2) Weekly	\$ 4.11	\$ 4.37
3) Calendar Month	\$ 12.30	\$ 13.10
4) Semi-Annual	\$ 27.93	\$ 29.74
5) Annual	\$ 49.04	\$ 52.22

Section 3c. Commercial and Charter Rates (includes voyage trash, power and water where available)

Per linear foot. All charges for greater length between dock and boat. *See appendix for calculated rates based on length. Abuse of utilities usage will be charged according.

A. <u>Moorage, per linear foot</u>	FY 2022-23 Rate	FY 2023-24 Rate
1) Daily	\$ 0.69	\$ 0.75
2) Weekly	\$ 4.11	\$ 4.48
3) Calendar Month	\$ 12.37	\$ 13.48
4) Semi-Annual	\$ 23.65	\$ 25.78
5) Annual	\$ 41.58	\$ 45.32

9% Increase

**PORT OF BROOKINGS HARBOR
PROPOSED RATES
JULY 1, 2022 to JUNE 30, 2023**

Section 4. Fuel

Fuel pricing will be adjusted per purchase price. No discounts for credit card or charge purchases. Schedule below is mark-up above fuel purchase price.

	FY 2022-23 Rate	FY 2023-24 Rate
A. <u>Diesel, ULSD #2 Marine Blend</u>		
1) Fuel Rate, plus per gallon	\$ 0.35	\$ 0.37
B. <u>92 Pre Non Ethanol Gasoline</u>		
1) Fuel Rate, plus per gallon	\$ 1.20	No Change
C. <u>Fueling Over the Dock</u>		
per gallon	\$ 0.10	No Change
.....		



**PORT OF BROOKINGS HARBOR
PROPOSED RATES
JULY 1, 2022 to JUNE 30, 2023**

Section 5. RV Park

Reservations can be made online, by phone or in person. (Base Rate, State and County Lodging Tax not Included)

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

1) Daily	FY 2022-23 Rate	FY 2023-24 Rate
• Pull thru full hook-up	\$ 52.00	\$ 55.00
• Back in full hook-up	\$ 45.00	\$ 48.00
• Partial hook-up	\$ 37.00	\$ 39.00
• Dry Camping	\$ 33.00	\$ 35.00
2) Weekly		
• Pull thru full hook-up	\$ 311.00	\$ 330.00
• Back in full hook-up	\$ 269.00	\$ 288.00
• Partial hook-up	\$ 221.00	\$ 234.00
• Dry Camping	\$ 197.00	\$ 210.00

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

1) Daily		
• Pull thru full hook-up	\$ 44.00	\$ 47.00
• Back in full hook-up	\$ 38.00	\$ 40.00
• Partial hook-up	\$ 32.00	\$ 34.00
• Dry Camping	\$ 28.00	\$ 30.00
2) Weekly		
• Pull thru full hook-up	\$ 263.00	\$ 282.00
• Back in full hook-up	\$ 227.00	\$ 240.00
• Partial hook-up	\$ 191.00	\$ 204.00
• Dry Camping	\$ 167.00	\$ 180.00

C. July 4th Holiday, 3 night minimum

1) Daily		
• Pull thru full hook-up	\$ 96.00	\$ 102.00
• Back in full hook-up	\$ 85.00	\$ 90.00
• Partial hook-up	\$ 55.00	\$ 58.00
• Dry Camping	\$ 47.00	\$ 50.00

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

1) Daily		
• Pull thru full hook-up	\$ 56.00	\$ 59.00
• Back in full hook-up	\$ 47.00	\$ 50.00
• Partial hook-up	\$ 38.00	\$ 40.00
• Dry Camping	\$ 35.00	\$ 37.00

E. Laundry Machines - Currently not available

per load	When Available	\$ 2.00	No Change
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F. Non-refundable Transaction Fee	\$ 8.00	No Change
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**PORT OF BROOKINGS HARBOR
PROPOSED RATES
JULY 1, 2022 to JUNE 30, 2023**

Section 6. Commercial Retail

	FY 2022-23 Rate	FY 2023-24 Rate
A. <u>Warehouse - Shop</u> per square foot	\$ 0.58	No Change
B. <u>Warehouse - Storage</u> per square foot	\$ 0.46	\$ 0.49
C. <u>Commercial Docks</u> per square foot	\$ 0.72	\$ 0.76
D. <u>Surfaced Concrete</u> per square foot	\$ 0.58	\$ 0.61
E. <u>Surfaced Asphalt</u> per square foot	\$ 0.34	\$ 0.36
F. <u>Retail Center</u> per square foot	\$ 1.23	\$ 1.31
G. <u>Bare Ground</u> per square foot	\$ 0.10	No Change
H. <u>Port Meeting Room Suite 202</u> Flat daily rate from 8am to 8pm	\$ 50.00	\$ 53.00

**PORT OF BROOKINGS HARBOR
PROPOSED RATES
JULY 1, 2022 to JUNE 30, 2023**

Section 7. Administration Fees

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

A. <u>Public Records Request Fee Schedule</u>	FY 2022-23 Rate	FY 2023-24 Rate
1) Copies of Public Records, Black & White, 8X11, per page	\$ 0.25	No Change
2) Copies of Sound Recordings	\$ 10.00	No Change
3) Copies of Port By-Laws, Codes	\$ 20.00	No Change
4) Copies of Nonstandard documents	Time and Materials	No Change
5) Attorney Review	at cost	No Change
B. <u>Research and Computer Time</u>		
Written request required. Hourly rate, half-hour minimum, under 15 min not charge	\$ 35.00	No Change
C. <u>CD Fee if available</u>	\$ 5.00	No Change
D. <u>Faxes/Emails. Per page</u>		
1) Local	\$ 1.00	No Change
2) Long Distance	\$ 1.50	No Change
3) Incoming	\$ 1.00	No Change
4) Copies	\$ 0.25	No Change
E. <u>Long Distance Phone Calls</u>	\$ 2.00	No Change
F. <u>Lamination, per page, letter size</u>	\$ 2.00	No Change
G. <u>Notice Posting. For non-payment of lease or moorage</u>	\$ 50.00	No Change
H. <u>Failure to Register. For research related to unregistered boats</u>	\$ 25.00	No Change
I. <u>Returned Check Fee</u>	\$ 50.00	No Change
J. <u>Per Annum Interest Rate. Applied to past due accounts</u>	18%	No Change
K. <u>POV Mileage Reimbursement Rate (IRS)</u>	Current	No Change
L. <u>Impound Seizure Fee. Vessel impounding</u>	\$ 750.00	No Change
M. <u>Events on Port Property</u>		No Change
1) Boardwalk, per day	\$ 650.00	\$ 700.00
2) Saturday Market, per vender	\$ 11.00	\$ 12.00
3) Car Shows, per vehicle	\$ 6.00	\$ 6.50
N. <u>Impound Seizure Fee. Car / Truck / Trailer/ <u>RV, plus tow fee</u></u>	\$ 250.00	No Change
O. <u>Background Check</u>	\$ 25.00	No Change
P. <u>Credit Check</u>	\$ 35.00	No Change
Q. <u>Waiting List Application</u>	\$ 75.00	No Change
1) Annual Renewal	\$ 25.00	No Change
R. <u>Transfer List</u>	\$ 25.00	No Change

**PORT OF BROOKINGS HARBOR
PROPOSED RATES
JULY 1, 2022 to JUNE 30, 2023**

Section 8. Insurance Certificate Limits

Effective July 1, 2021. Additional coverages may be required based upon business type and Port's discretion. *A certificate naming the Port as an additional insured is also required.*

A. <u>Leases / Tenants</u>	FY 2022-23 Rate	FY 2023-24 Rate
1) General Liability, Each Occurrence	\$ 2,000,000.00	No Change
2) Damage to Rented Premises (each occurrence)	\$ 300,000.00	No Change
3) Medical Expenses (any one person)	\$ 5,000.00	No Change
4) Personal and Adverse Injury	\$ 2,000,000.00	No Change
5) General Aggregate	\$ 2,000,000.00	No Change
6) Products - Comp/Op Aggregate	\$ 2,000,000.00	No Change
B. <u>Moorage & Transient Vessels - <i>Marine-Watercraft with Wreck Removal Policy and Port additional insured</i></u>		
1) Commercial Vessels		
a. Marine/Watercraft General Liability*	\$ 500,000.00	No Change
*Coverage to include wreckage removal and fuel spill liability		
2) Recreational Vessels		
a. Marine/Watercraft General Liability*	\$ 500,000.00	No Change
*Coverage to include wreckage removal and fuel spill liability		
3) Charter / Guide Vessels		
a. Marine/Watercraft General Liability*	\$ 500,000.00	No Change
*Coverage to include wreckage removal and fuel spill liability		

**PORT OF BROOKINGS HARBOR
PROPOSED RATES
JULY 1, 2022 to JUNE 30, 2023**

Section 9. Public Dock Hoist / Landing Fees

Public Dock Hoist Use Agreement & Release must be completed prior to use. Rates include dock and hoist only. No other equipment, scales or personnel are included in the rates.

	FY 2022-23 Rate	FY 2023-24 Rate
A. <u>Equipment / Materials Loading or Offloading (600-Pound Maximum Capacity)</u> per hour	\$ 35.00	\$ 37.00
B. <u>Fish / Crustaceans (600-Pound Maximum Capacity)</u> per pound	\$ 0.05	\$ 0.06
C. <u>Landing Fees</u>		
Associated with all leased Port Dock Hoists for repairs, future needs and upgrades.		
Crab per pound		\$ 0.01
Fish, Shrimp and other species per pound		\$ 0.005



Transmission of material in this release is embargoed until
 8:30 a.m. (ET) Thursday, January 12, 2023

USDL-23-0017

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
 Media contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – DECEMBER 2022

The Consumer Price Index for All Urban Consumers (CPI-U) declined 0.1 percent in December on a seasonally adjusted basis, after increasing 0.1 percent in November, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 6.5 percent before seasonal adjustment.

The index for gasoline was by far the largest contributor to the monthly all items decrease, more than offsetting increases in shelter indexes. The food index increased 0.3 percent over the month with the food at home index rising 0.2 percent. The energy index decreased 4.5 percent over the month as the gasoline index declined; other major energy component indexes increased over the month.

The index for all items less food and energy rose 0.3 percent in December, after rising 0.2 percent in November. Indexes which increased in December include the shelter, household furnishings and operations, motor vehicle insurance, recreation, and apparel indexes. The indexes for used cars and trucks, and airline fares were among those that decreased over the month.

The all items index increased 6.5 percent for the 12 months ending December; this was the smallest 12-month increase since the period ending October 2021. The all items less food and energy index rose 5.7 percent over the last 12 months. The energy index increased 7.3 percent for the 12 months ending December, and the food index increased 10.4 percent over the last year; all of these increases were smaller than for the 12-month period ending November.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Dec. 2021 - Dec. 2022
 Percent change

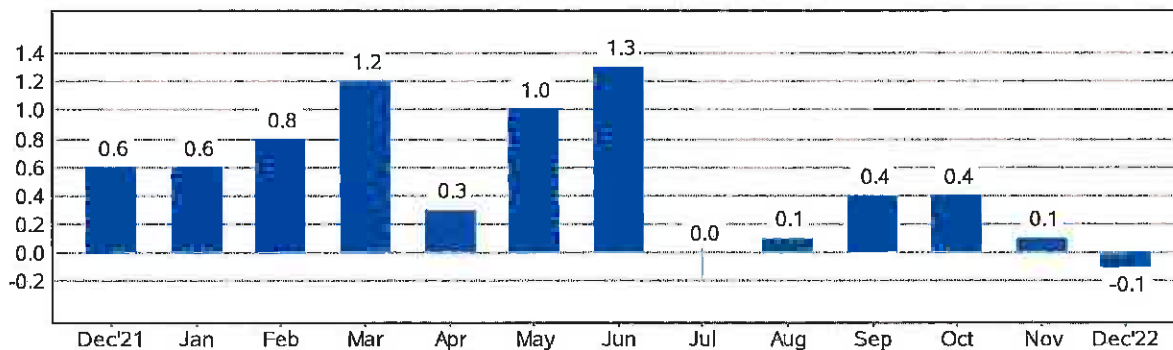


Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Dec. 2021 - Dec. 2022

Percent change

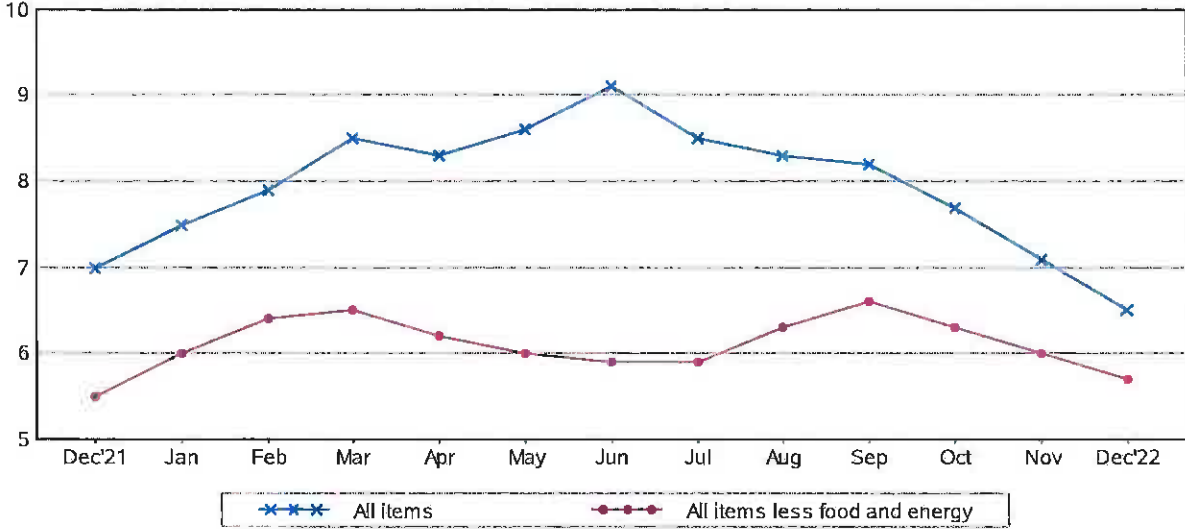


Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Dec. 2022
	Jun. 2022	Jul. 2022	Aug. 2022	Sep. 2022	Oct. 2022	Nov. 2022	Dec. 2022	
All items.....	1.3	0.0	0.1	0.4	0.4	0.1	-0.1	6.5
Food.....	1.0	1.1	0.8	0.8	0.6	0.5	0.3	10.4
Food at home.....	1.0	1.3	0.7	0.7	0.4	0.5	0.2	11.8
Food away from home ¹	0.9	0.7	0.9	0.9	0.9	0.5	0.4	8.3
Energy.....	7.5	-4.6	-5.0	-2.1	1.8	-1.6	-4.5	7.3
Energy commodities.....	10.4	-7.6	-10.1	-4.7	4.4	-2.0	-8.4	0.4
Gasoline (all types).....	11.2	-7.7	-10.6	-4.9	4.0	-2.0	-8.4	-1.5
Fuel oil ¹	-1.2	-11.0	-5.9	-2.7	18.8	1.7	-16.6	41.5
Energy services.....	3.5	0.1	2.1	1.1	-1.2	-1.1	1.5	15.6
Electricity.....	1.7	1.6	1.5	0.4	0.1	-0.2	1.0	14.3
Utility (piped) gas service.....	8.2	-3.6	3.5	2.9	-4.6	-3.5	3.0	19.3
All items less food and energy.....	0.7	0.3	0.6	0.6	0.3	0.2	0.3	5.7
Commodities less food and energy.....								
commodities.....	0.8	0.2	0.5	0.0	-0.4	-0.5	-0.3	2.1
New vehicles.....	0.7	0.6	0.8	0.7	0.4	0.0	-0.1	5.9
Used cars and trucks.....	1.6	-0.4	-0.1	-1.1	-2.4	-2.9	-2.5	-8.8
Apparel.....	0.8	-0.1	0.2	-0.3	-0.7	0.2	0.5	2.9
Medical care commodities ¹	0.4	0.6	0.2	-0.1	0.0	0.2	0.1	3.2
Services less energy services.....	0.7	0.4	0.6	0.8	0.5	0.4	0.5	7.0
Shelter.....	0.8	0.5	0.7	0.7	0.8	0.6	0.8	7.5
Transportation services.....	2.1	-0.5	0.5	1.9	0.8	-0.1	0.2	14.6
Medical care services.....	0.7	0.4	0.8	1.0	-0.6	-0.7	0.1	4.1

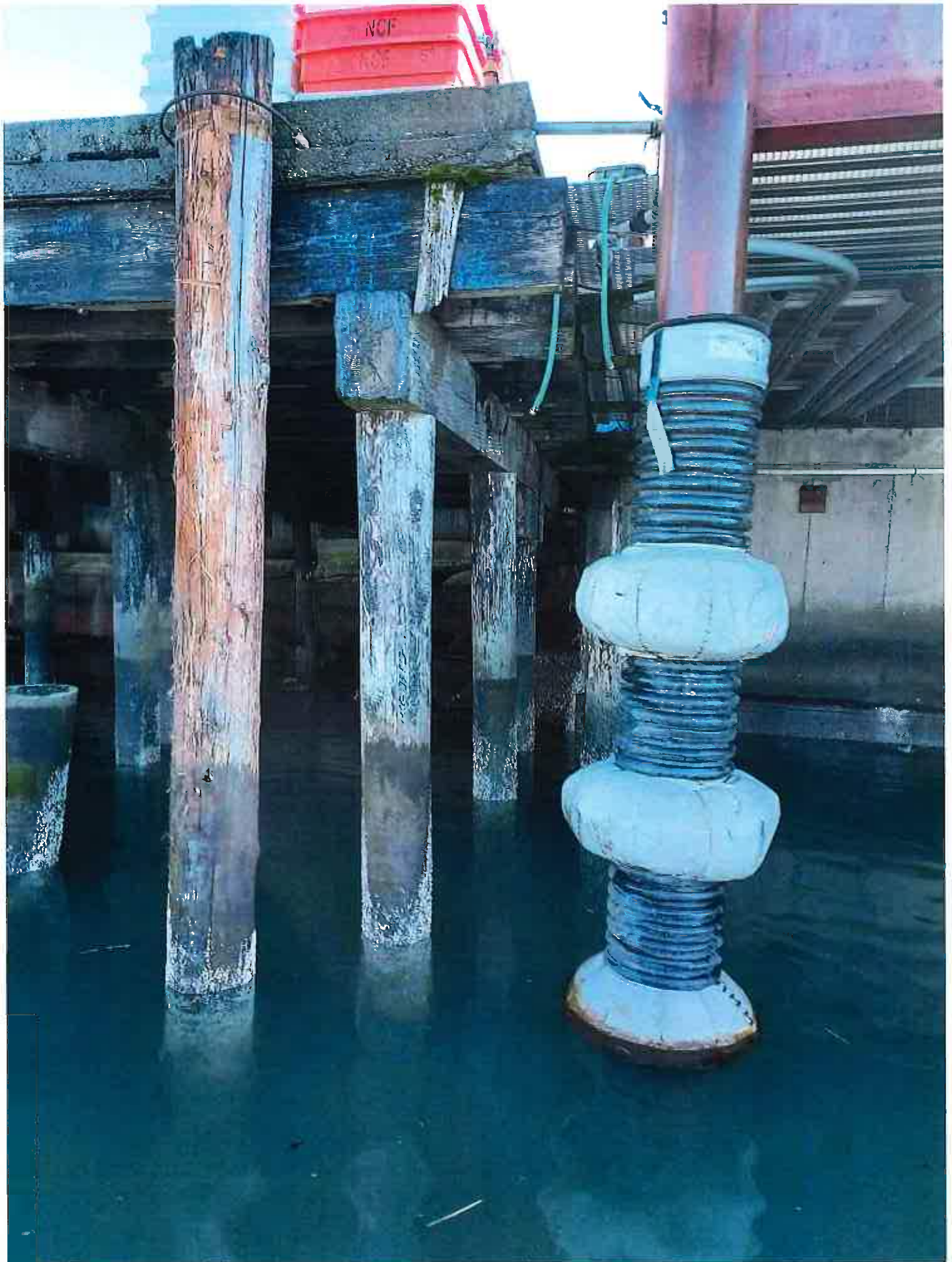
¹ Not seasonally adjusted.

Pacific Seafood

Old Receiving
Dock











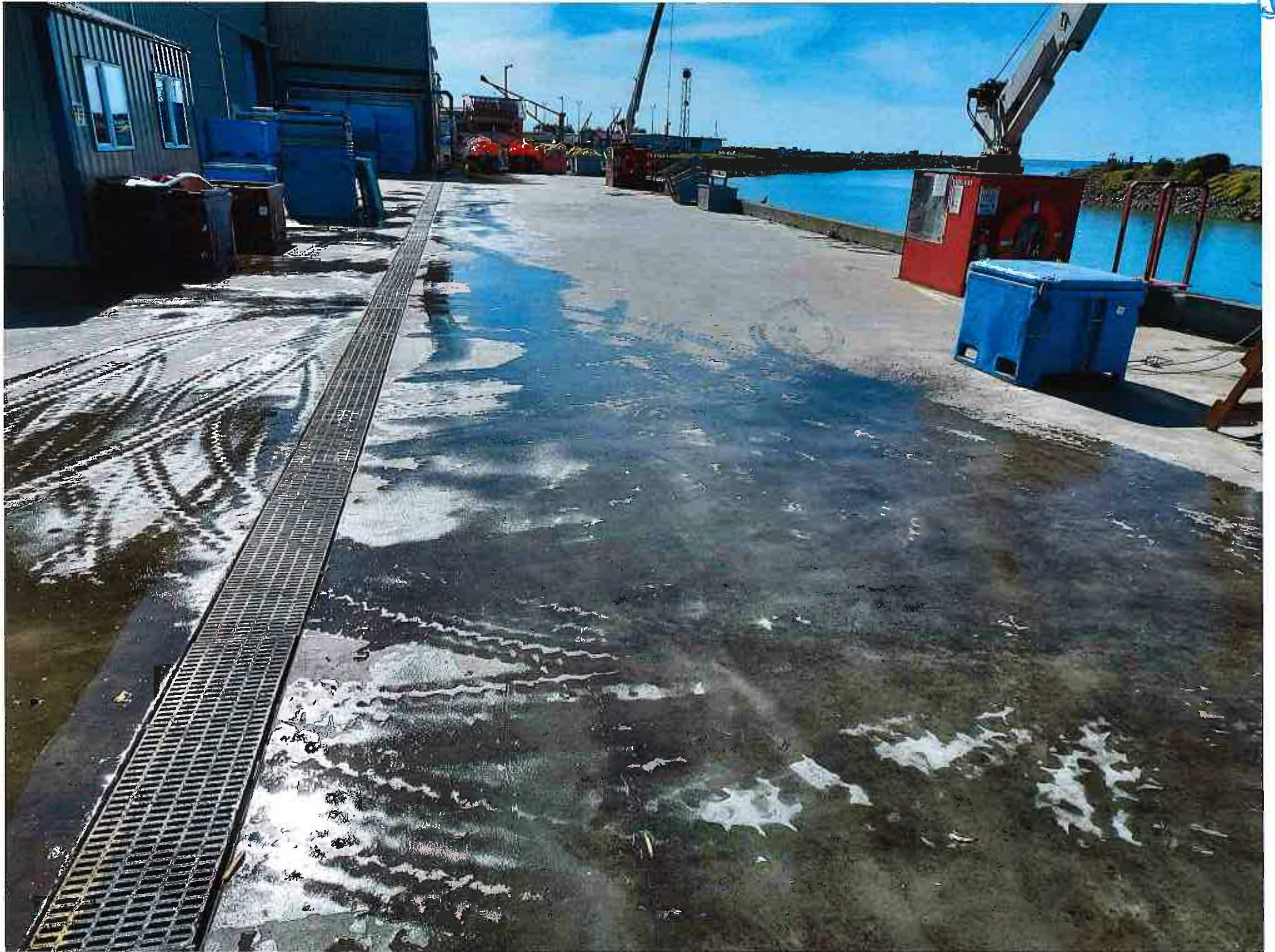






Pacific Seafood

Receiving Dock

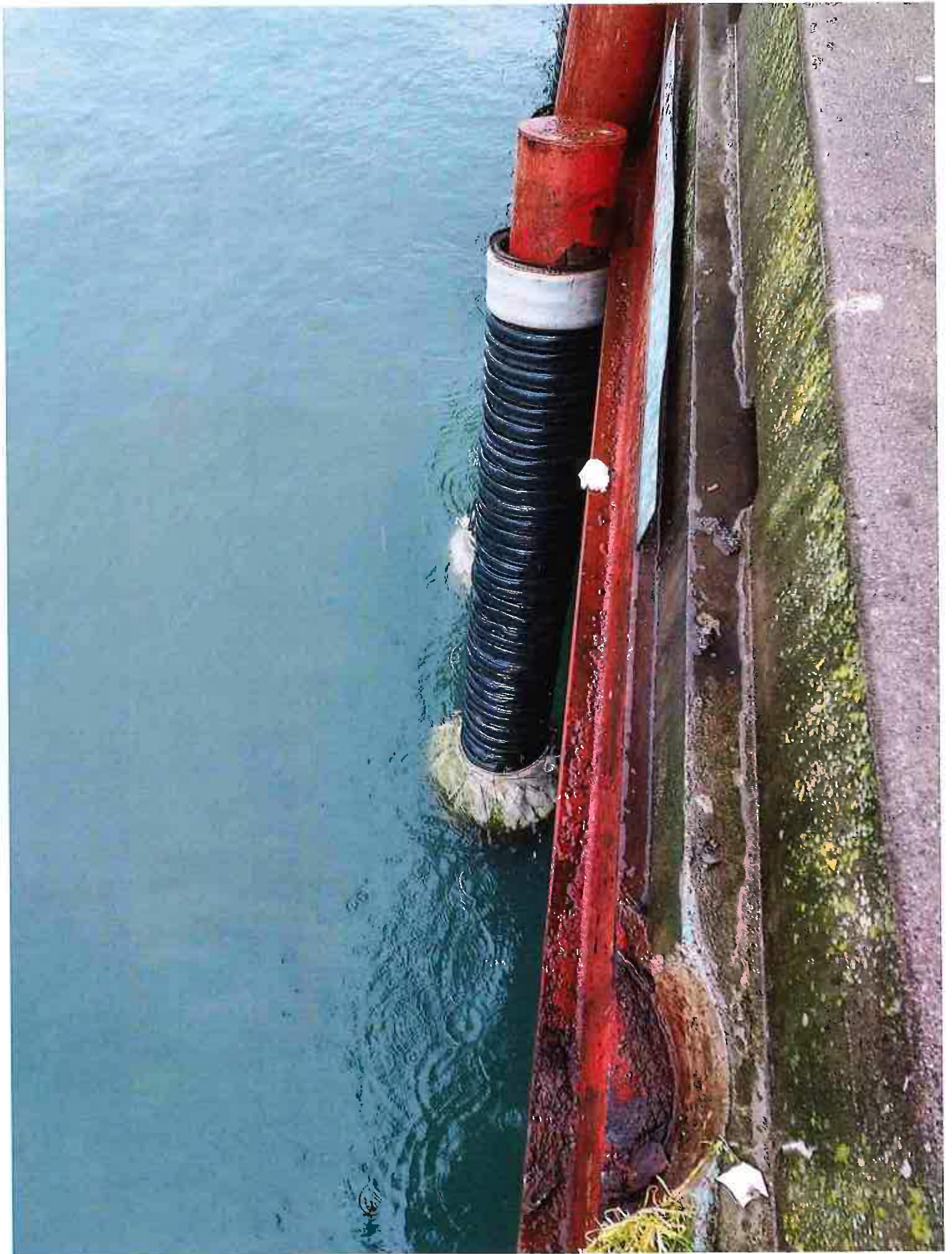


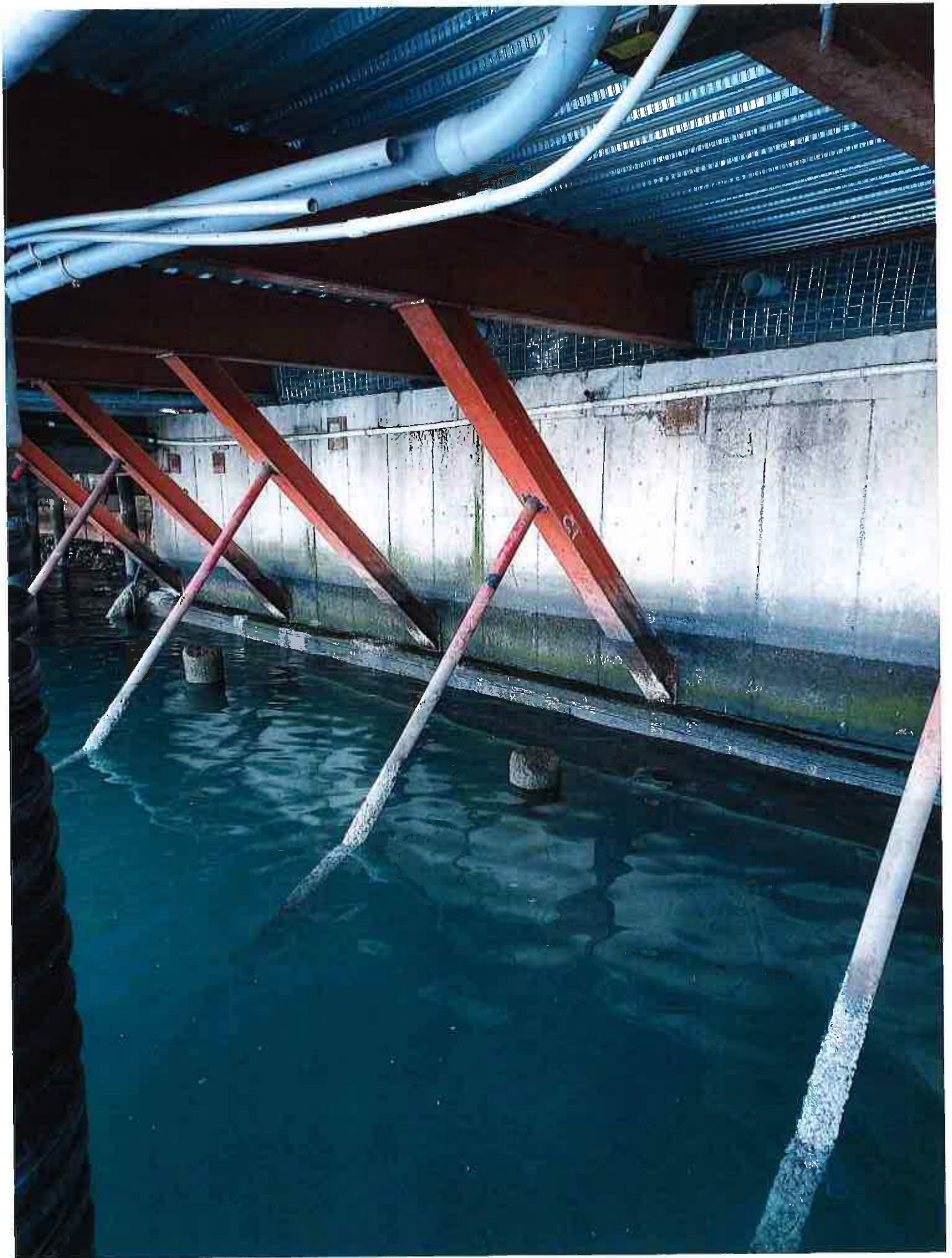
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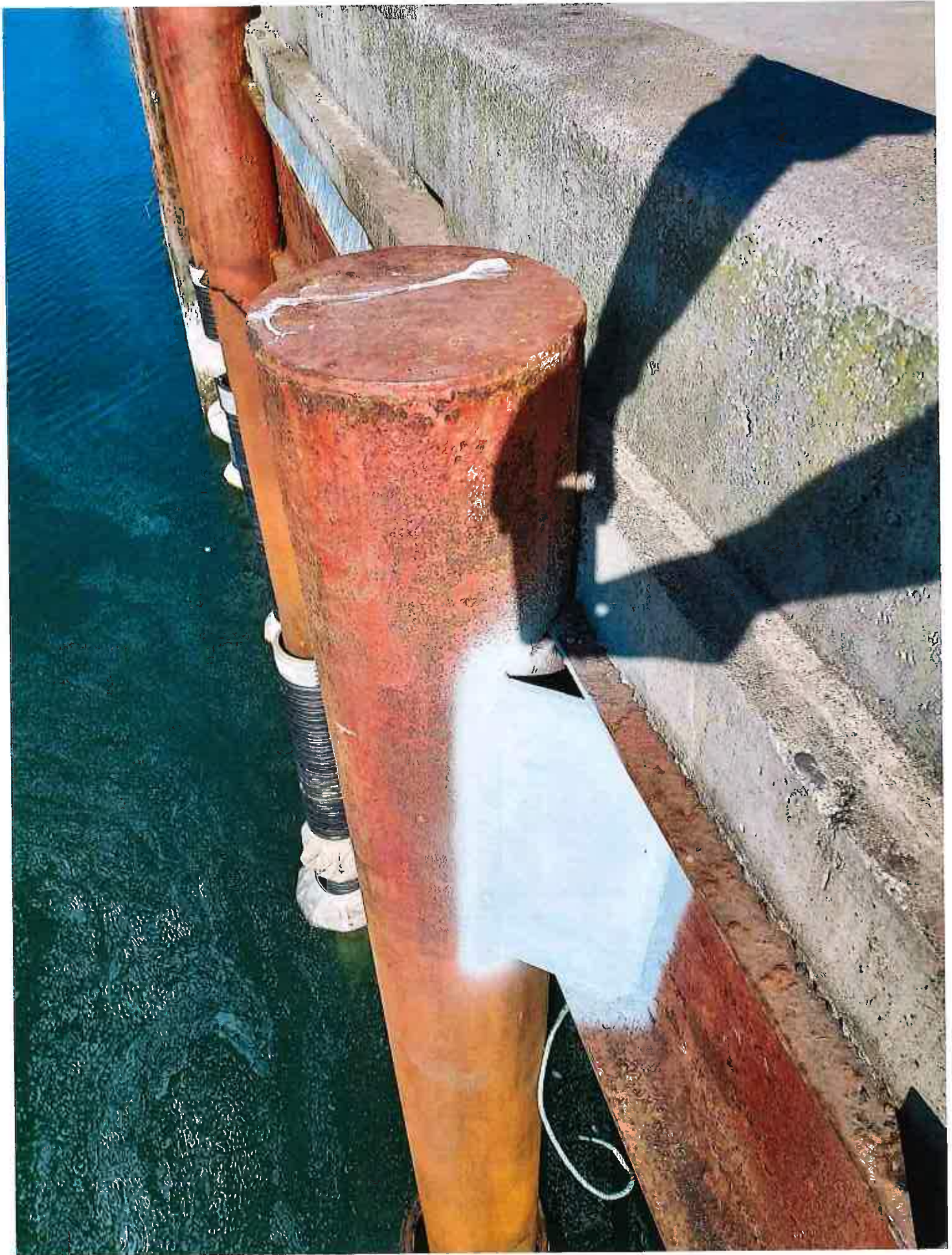


















NCF
NCF

Pacific Seafood Condemned Receiving Dock



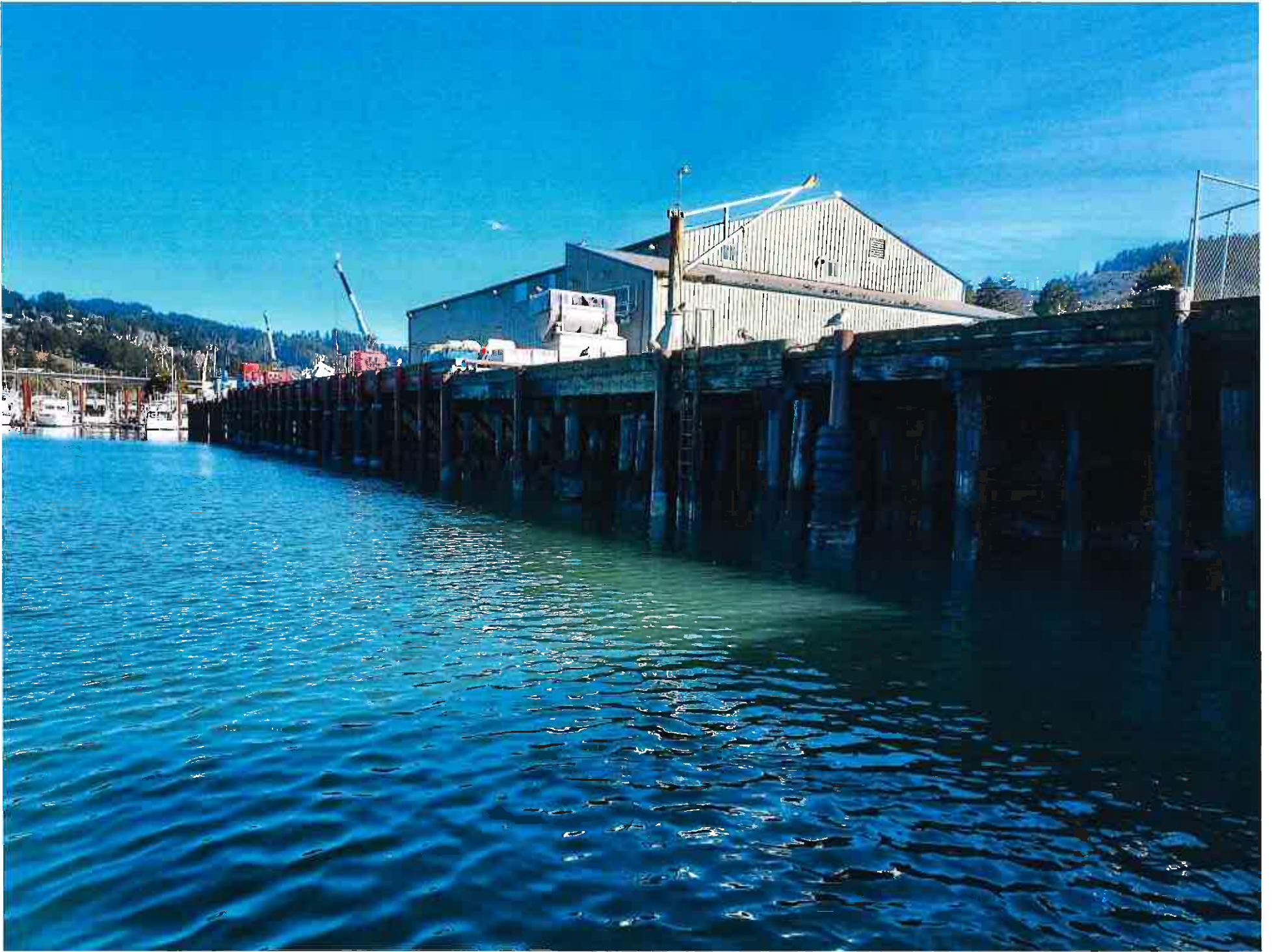
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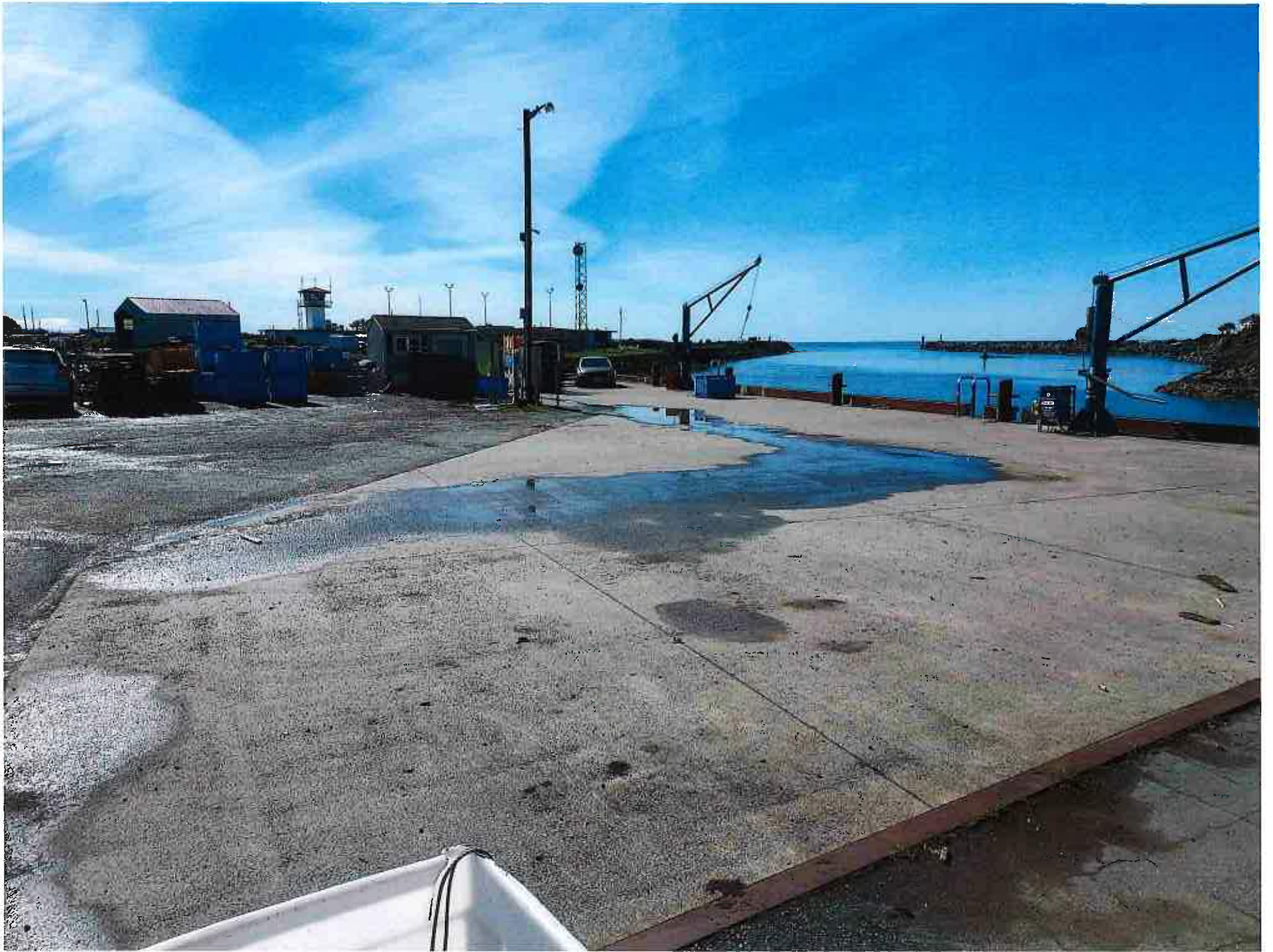








Bornstein Receiving Dock



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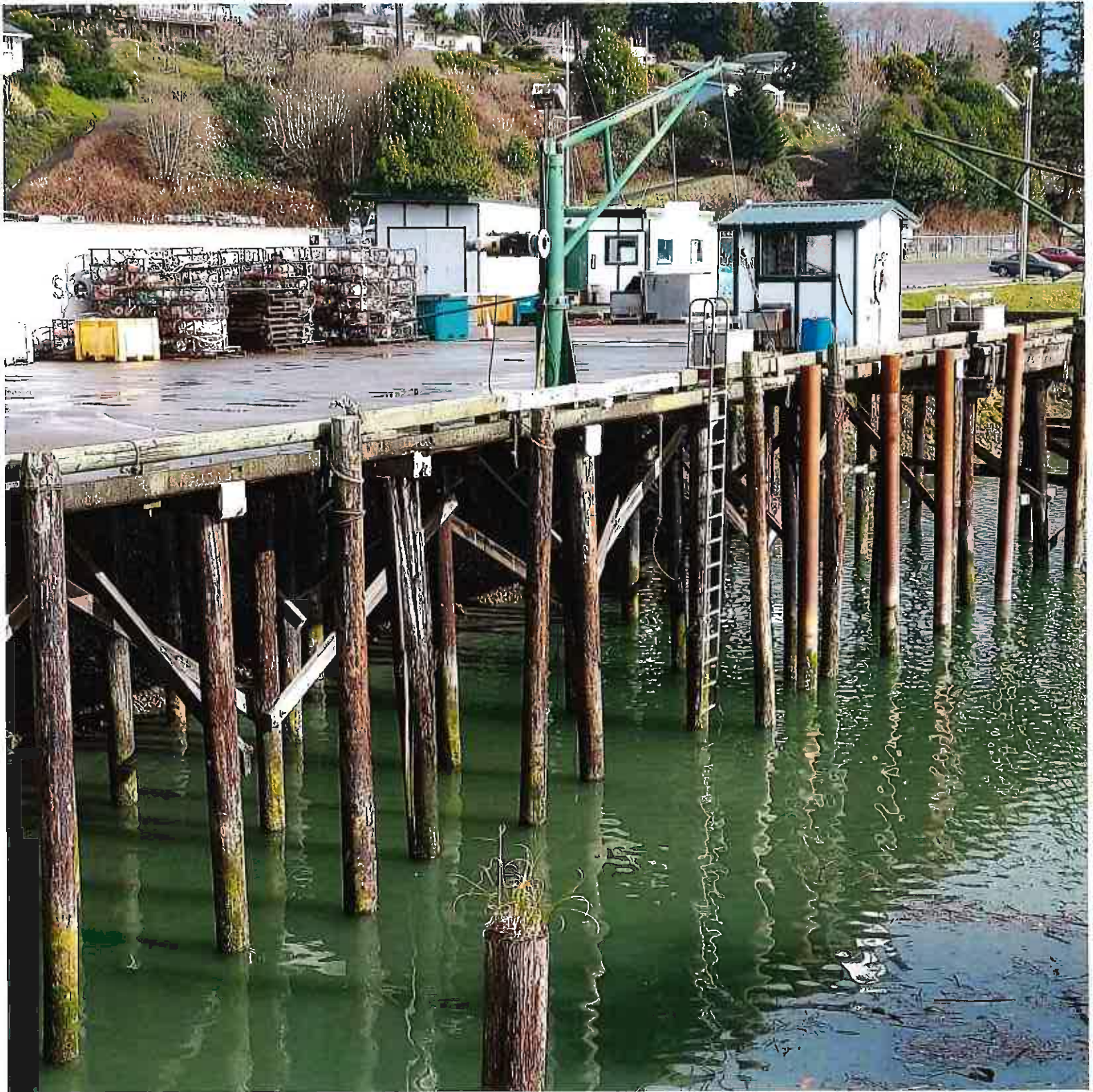


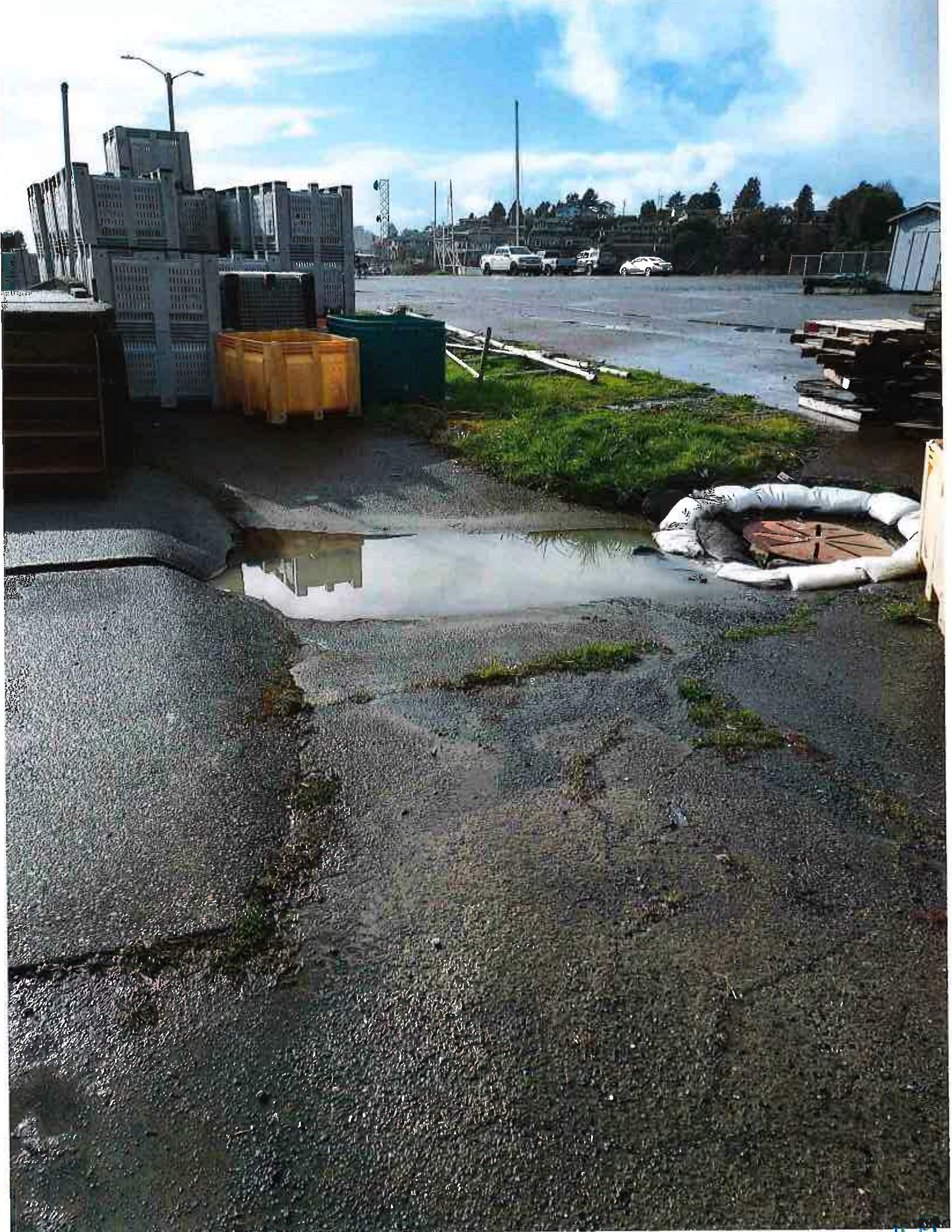
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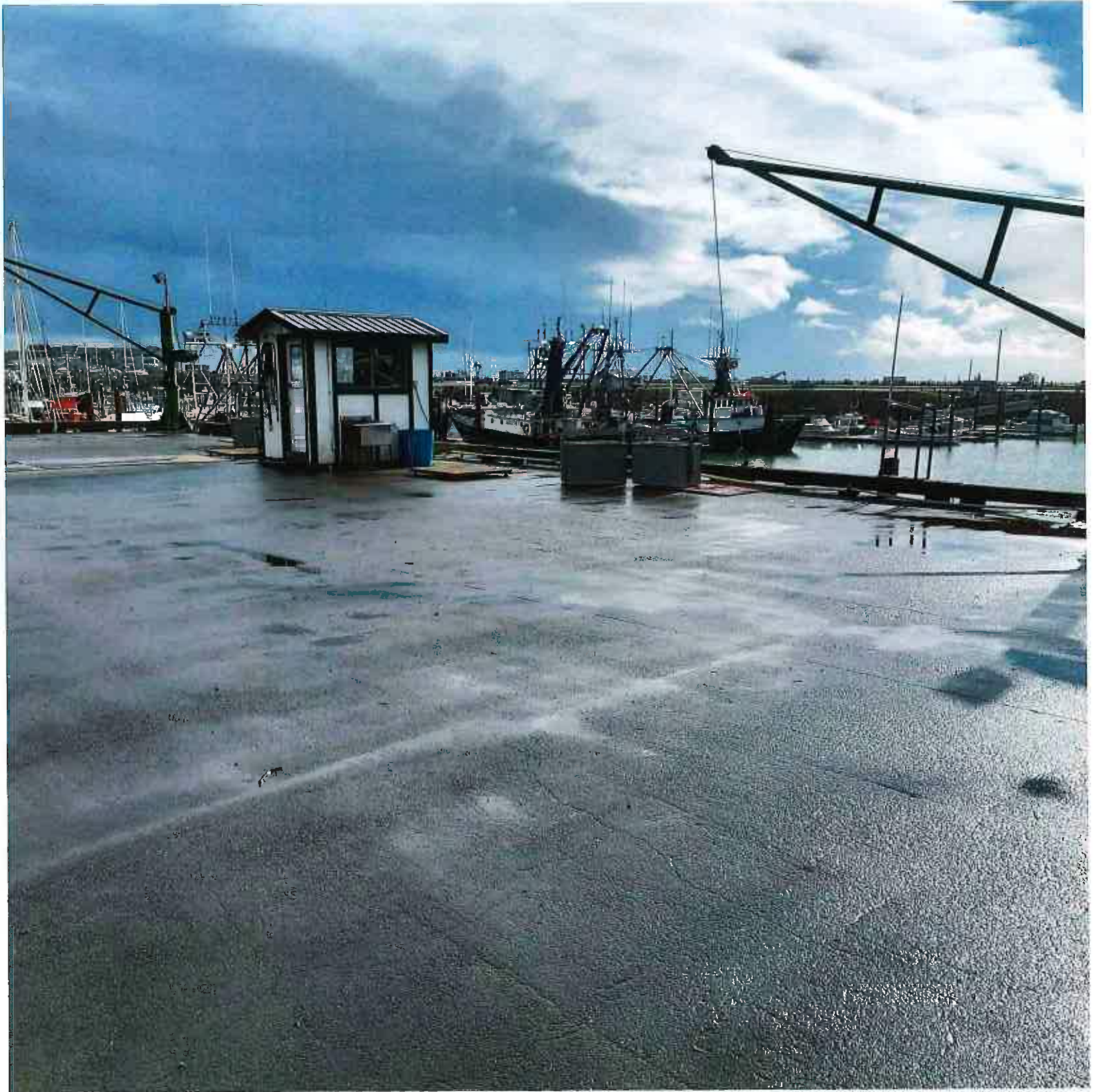


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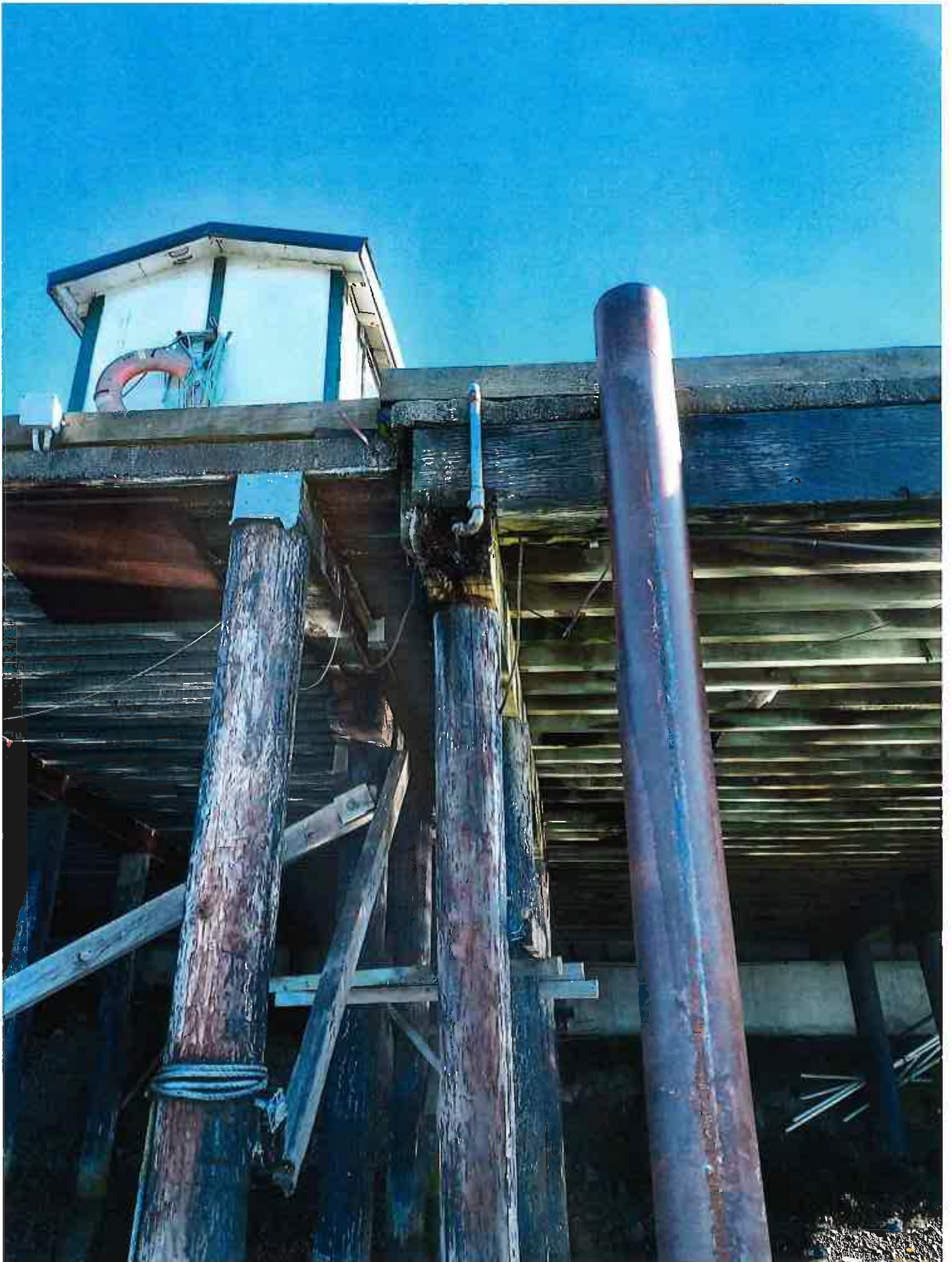
Hallmark Receiving Dock

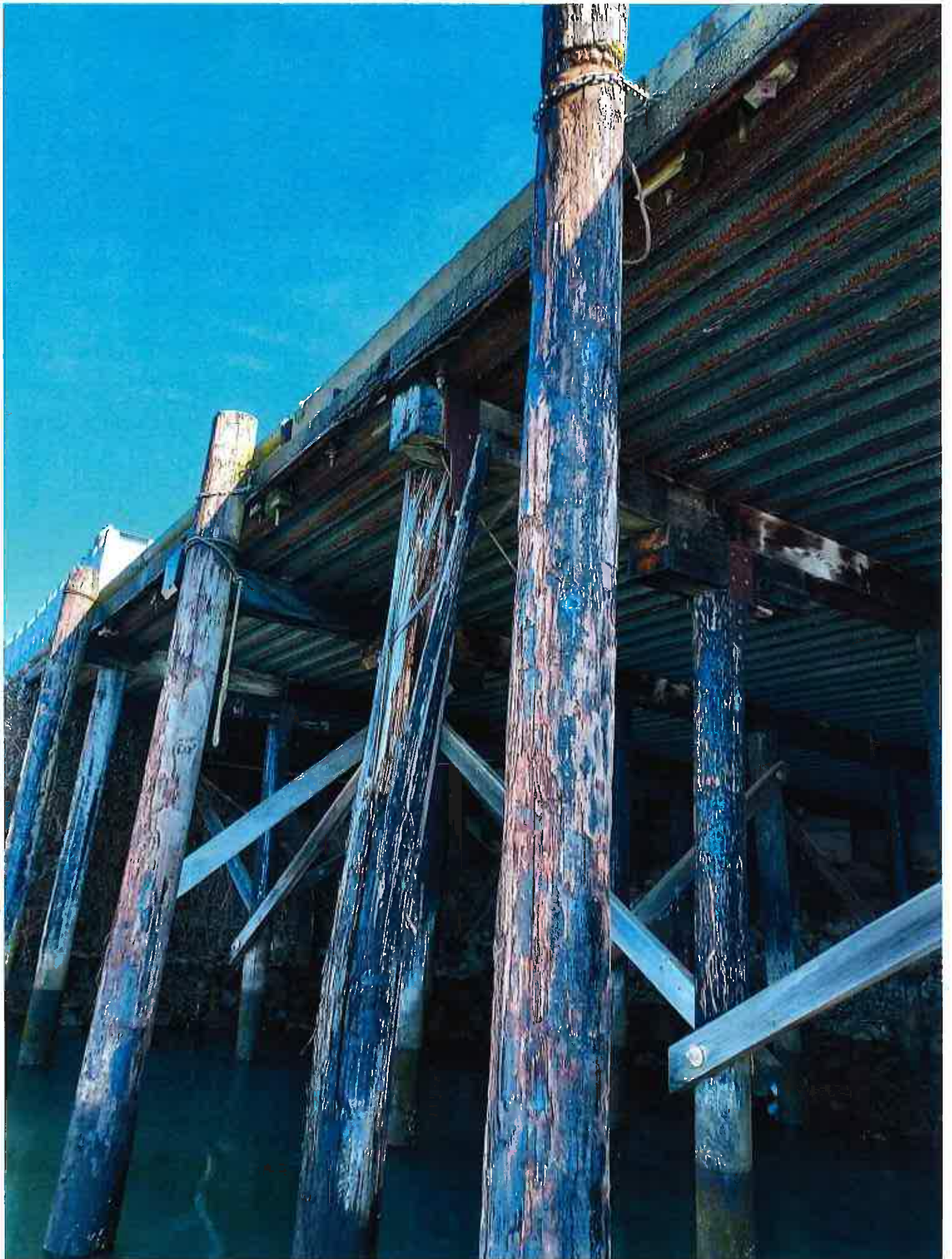


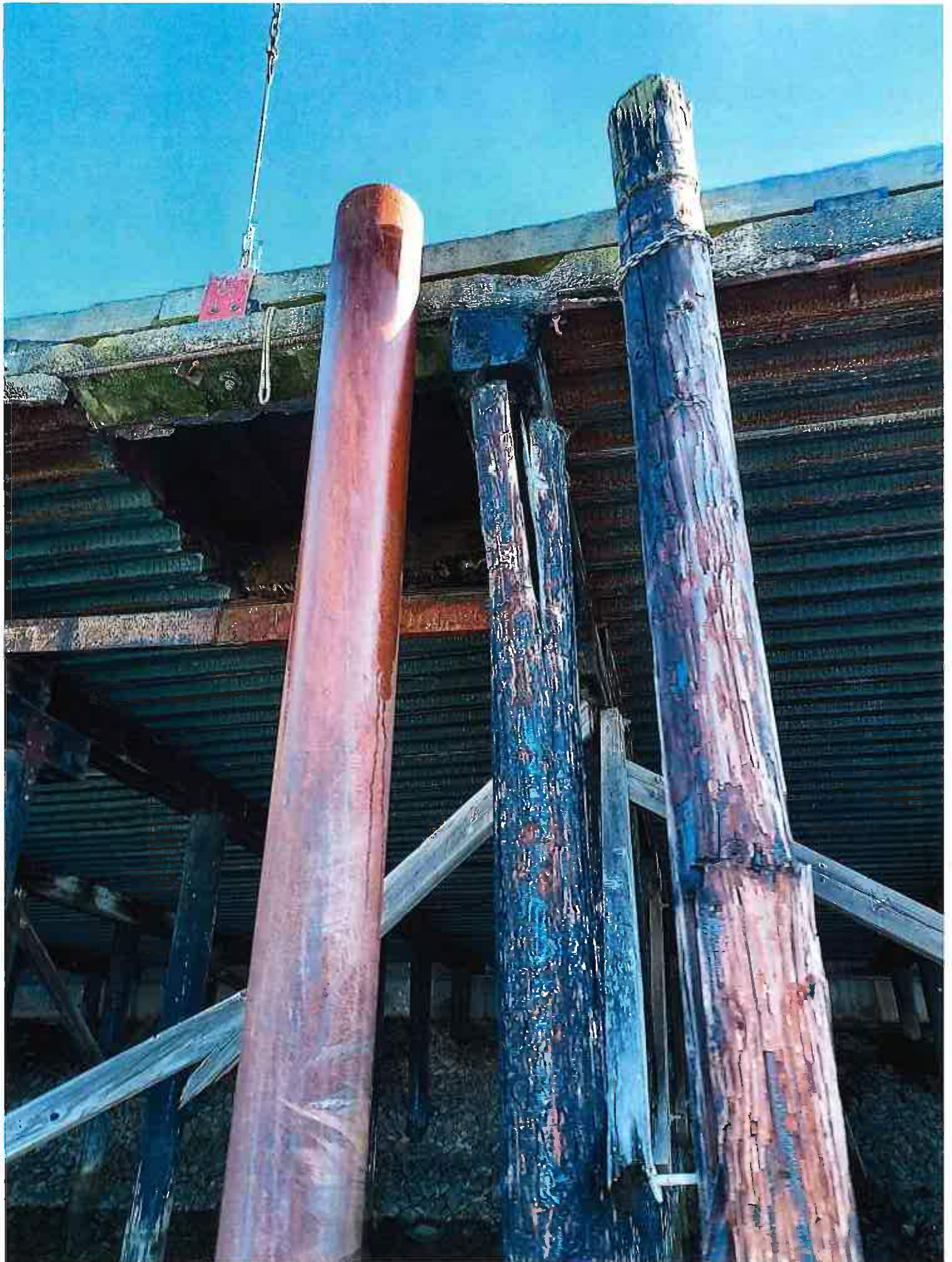


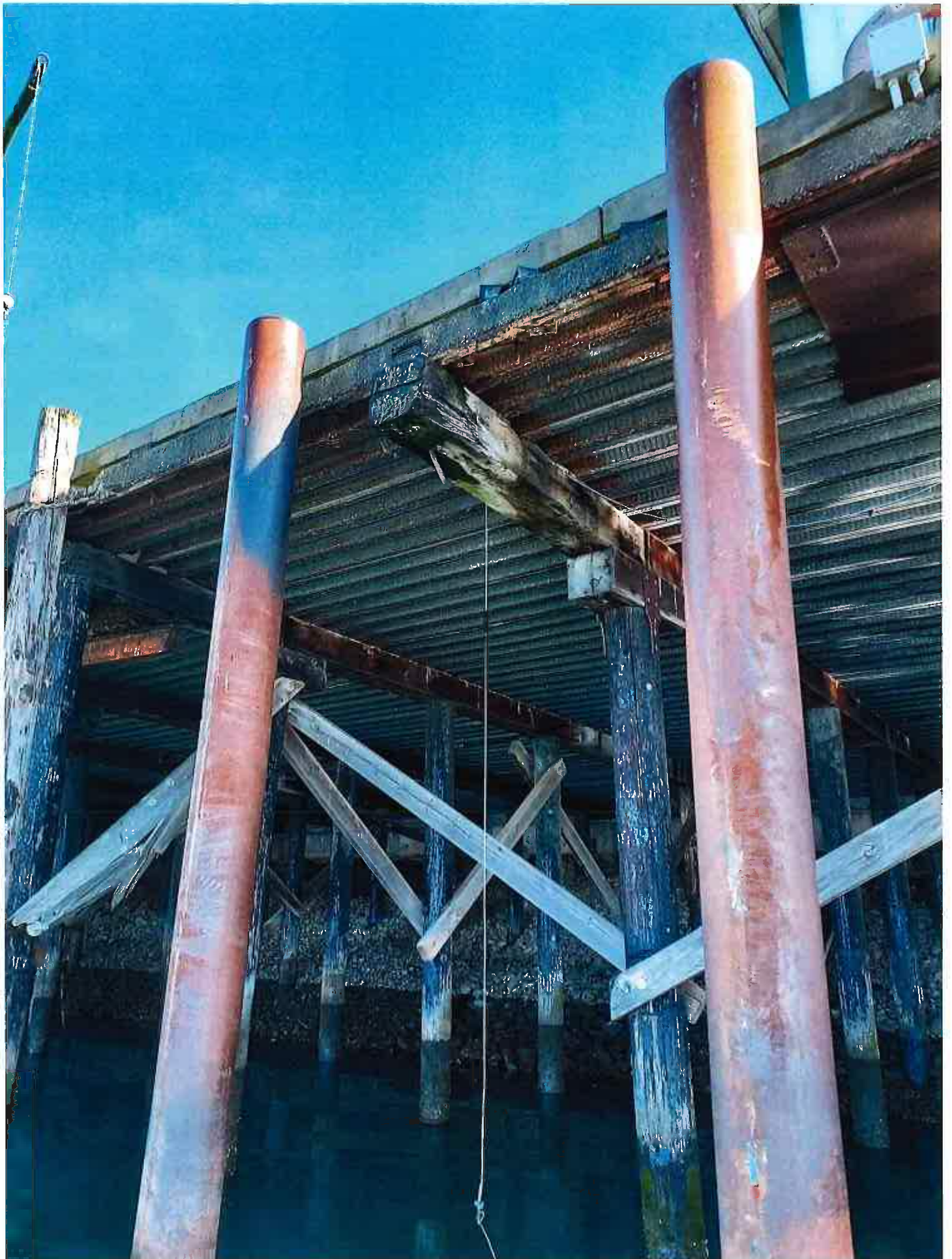












Crescent City

	\$100 Annually
Maintenance and Crew Services	
Personnel / Labor	\$65\$150 per hour between 0700 and 1530 (1 hour minimum) \$85\$250 per hour between 1530 and 0700 (1 hour minimum)
Forklift	\$70\$100 per hour - half hour minimum - includes operator
Backhoe	\$95\$125 per hour - half hour minimum – includes operator only – plus labor
Mobile Crane	\$150 \$200 per hour - half hour minimum – includes operator only
Port small boat	\$400 \$125 per hour - half hour minimum – includes operator only – plus labor
Port Landing craft	\$140 \$175 per hour – half hour minimum – includes operator only – plus labor
Travelift Emergency Haul out	\$185.00 /1 hour minimum plus 2 personnel
Travelift to trailer/from trailer	\$185.00 /1 hour minimum plus 2 personnel
Travelift One Way to water	\$4.50 per foot plus 2 personnel
Travelift Round Trip to and from water	\$6.50 per foot plus 2 personnel
Travelift Boat remaining in strap	\$185.00 /1 hour minimum
Lay days in Self-Help area	\$0.75 \$1.50 per foot per day \$20 per day minimum charge No charge for day vessel in returned to water
Boat Stands at Harbor	\$10 per stand per month
Boat stand offsite rental	\$10 per day w/\$125.00 per stand refundable deposit
Work Dock	\$25 \$40 per day in addition to other moorage charges as appropriate. Tenants are allowed specified periods of use without charge as provided by Harbor District policies (3 days per year).
Boat pump out	\$100 \$200 per hour includes 2 personnel
Public Hoist	\$40 per hour – half hour minimum
Boat pump rental- restricted to CCHD tenants	\$20 day for electric pump \$50 day for gasoline pump plus personnel charge
Sewage pump out fee	No charge
Waste Oil/ Bilge Water disposal	\$1.75 per gallon plus labor charge
Oil absorbing pads	\$2.50 per pad
Vessels and Marina	
Fish Sales Permit	\$50.00 per month

Launch Fee	\$6.00 Daily \$35.00 \$50.00 Monthly \$90.00 \$150.00 Annual
Live Aboard Application & Inspection fee (vessel must be judged safe and appropriate per manufacturers specifications for live aboard use including number of occupants)	\$200 Vessel Inspection and Documentation Fee (Inspection can be required annually at Harbormaster's discretion) \$75 permit fee, includes Clerical processing fee \$125 Vessel review fee
Live Aboard Fees	\$150 \$200 per month for up to 2 persons; \$85 monthly for each person above base fee \$100 per person thereafter.
Charter Boat Fee 9 Passengers or less	\$500 annually w/annual moorage contract \$750 annually w/o annual moorage contract
Charter Boat Fee 10 Passengers or more	\$1000 annually w/annual moorage contract \$1500 annually w/o annual moorage contract
Mini-Storage Rates	Monthly/ Annual – paid in advance
10' x 10'	\$70 / \$770
10' x 15'	\$85 / \$935
10' x 20'	\$95 / \$1,045
10' x 25'	\$110 / \$1,210
12' x 20'	\$110 / \$1,210
12' x 25'	\$125 / \$1,375
12' x 30'	\$190 / \$2,090
14' x 20' high roof	\$220 / \$2,420
20' x 30'	\$240 / \$2,640
Landings (by species)	Poundage Fee
Coonstripe Shrimp	0.025 0.0275
Crab	0.02 0.022
Hagfish	0.004 0.0044
Groundfish (Nearshore)	0.0125 0.01375
Groundfish (Trawl)	0.004 0.0044
Pacific Whiting/Hake	0.00025 0.000275
Pink Shrimp	0.0025 0.00275
Sablefish	0.015 0.0165
Salmon	0.03 0.033
Tuna	0.009 0.0099
[All Other]	0.005 0.0055



[\(https://www.portofnewport.com/\)](https://www.portofnewport.com/)

[Contact Us \(/contact-us\)](/contact-us)

[Online Reservations \(/online-reservations\)](/online-reservations)

THIS ITEM APPEARS ON

[PORT OF NEWPORT RATES \(/PORT-OF-NEWPORT-RATES\)](/PORT-OF-NEWPORT-RATES)

Commercial Marina Rates and Fees

Effective July 1, 2022

A. Moorage Per Foot

Transient (Daily) - \$0.78

Monthly - \$13.99

Semi Annual - \$51.27

Annual - \$68.36

B. Service Docks.

1. Swede's Dock. In addition to moorage. - \$1.56

Per day, per linear foot

C. Parking Permits - \$27.81

Commercial Fisherman only, valid April 1 to May 30.

D. Forklift

1. Small. Toyotas. (equipment only) - \$15.73

1a. Labor for Small Forklift - \$67.09

Forklift and Labor have a 1/2 hour minimum, are billed in 1/2 increments the first hour, thereafter are billed in 15 minute increments. For after hours work, travel time and/or overtime charges may apply

E. Electricity. Per day charge.

1. Swede's Dock (regardless of voltage) - \$20.65

2. 120v, not on Port Docks - \$8.93

3. PD 7 Service Dock - \$8.93

4. PD 7 Yard Charge, trucks - \$14.98

F. Net & Gear Maintenance. - \$25.89

Boat crew is responsible for clean-up. If Port Employees are required to clean up area, the boat account will be billed at the established hourly labor rate + garbage disposal rate

G. Keys/Cards.

1. Bay Front Facilities. Keys.

a. Original (1st one) - \$25.00

b. Replacement/additional - \$45.00

H. Storage.

1. Outside Lot Storage. Any Port of Newport lot except Newport

a. Per square foot, monthly charge - \$0.32

b. Minimum monthly charge - \$28.36

c. Boat trailer only, per night - \$3.16

d. Boat on trailer, per night, 10 days limit - \$10.06

I. Annual MLA Wait List Fee - Initial

Renewal of annual wait list fee (charged annually on July 1 of each year)

J. Wharfage, per pound Squid - \$0.0428

K. Annual MLA Wait List Fee - Initial - \$25.00

Renewal of annual wait list fee (charged annually on July 1 of each year) - \$10.00

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TELEPHONE (541) 265-7758

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<input type="text" value="Search..."/>	<input type="button" value="Go!"/>
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THIS ITEM APPEARS ON

[PORT OF NEWPORT RATES \(/PORT-OF-NEWPORT-RATES\)](/PORT-OF-NEWPORT-RATES)

International Terminal Rates and Fees

Effective July 1, 2022

A. Forklift

1. Small. Toyotas. (equipment only) - \$15.73

1a. Labor for Small Forklift (billed with Forklift) - \$67.09

Forklift and Labor have a 1 hour minimum, thereafter are billed in 30 minute increments. For after hours work, travel time and/or overtime charges may apply.

2. Large. (per Hour) - \$105.07

Forklift and Labor have a 1 hour minimum, thereafter are billed in 30 minute increments. For after hours work, travel time and/or overtime charges may apply.

B. Hydraulic Crane. - \$241.50

Equipment and labor. 30-ton capacity, per hour, 1 hour minimum

C. Wharfage Fees

Live Crab - \$0.040

Crab for Cooked market* - \$0.035

**Dependant on Market Conditions*

Squid - \$0.045

Other Non-Cargo Products

D. Electricity.

Per day charge

1. NIT Dock (regardless of voltage) - \$20.65

2. 120v, not on Port Docks - \$8.93

E. Storage.

1. NIT Lot Storage

a. Per Square foot, monthly Charge - \$0.37

b. Minimum monthly Charges - \$34.88

2. Emergency Storage Fee. Per day, billed as guest. - \$36.81

1st day free, for vehicles, boats or trailers prior to being considered unclaimed property in possession (ORS 98.245).

3. Charge for improper use of parking lot, per day - \$27.64

F. International Terminal Meeting Room.

1. Half day - \$47.94

2. Full day - \$95.82

Keys must be obtained and returned. Certain waivers by management

G. Per Gallon Fuel Surcharge - . \$0.05

H. Per Day Port Security Fee. (\$1.13). - \$1,020.89

I. Materials & Supplies. (§I.31) - Cost plus 32%

J. Net & Gear Maintenance. - \$28.14

Boat crew is responsible for clean-up. If Port Employees are required to clean up area, the boat account will be billed at the established hourly labor rate + garbage disposal rate (7-Day Max)

K. Dockage Charges. (§III.13). Rate per day, by length.

1. 000.00 - 351.05 ft - \$1,948.65

2. 351.05 - 371.02 ft - \$2,146.25

3. 371.02 - 400.26 ft - \$2,372.60

4. 400.26 - 426.51 ft - \$2,638.50

5. 426.51 - 449.48 ft - \$2,842.05

6. 449.48 - 475.72 f - \$3,118.75

7. 475.72 - 498.69 ft - \$3,545.10

8. 498.69 - 524.93 ft - \$4,224.15

9. 524.93 - 551.18 ft - \$4,358.30

10. 551.18 - 574.15 ft - \$4,577.50

11. 574.15 - 600.39 ft - \$5,237.35

12. 600.39 - 626.64 ft - \$6,098.50

13. 626.64 - 649.99 ft - \$6,930.85

14. Above 650 ft., added on top of above rate, per ft - \$10.70

15. Exceptions for certain vessels. (§II.14), per ft. per day - \$1.60

L. Service and Facility Charges. (§III.2). Per 1000 board feet, unless noted

1. Logs. Scribner scale, ex dock - \$9.31

2. Cants. - \$7.22

3. Lumber. Packaged rough. - \$6.26

4. Lumber. Packaged surfaced - \$5.56

5. Plywood, Veneer, corestock & hardboard, /1000 kilos - \$7.06

6. Pulp, Linerboard, bales or rolls, 2000 kilos - \$4.23

7. Other commodities, per metric ton or 1000 bf - \$8.19

8. Other commodities, per cubic meter - \$6.85

M. Wharfage Assessment. (§III.6). - \$11.98

Minimum charge for any single bill of lading

N. Wharf Charges. (§III.7). Per 1000 board feet, unless noted.

In addition to Service and Facility Charges.

Logs. Scribner scale, ex dock - \$11.40

Cants - \$7.22

Lumber. Packaged rough - \$5.46

Lumber. Packaged surfaced - \$4.87

Plywood, Veneer, corestock and hardboard, per 1000 kilos - \$4.76

Pulp, Linerboard, bales or rolls - \$3.26

Other commodities, per 1000 kilos - \$6.69

Other commodities, per cubic meter - \$5.51

O. Cargo Staging Area. (§IV.2). Base rent for surge area.

1. per week, seven days - \$2,395.35

2. per day, less than seven days - \$359.35

P. Line Service. (§V.3).

Labor will be charged at the rates set out in the current ILWU/PMA West Coast Contract. Rate schedule per day

1. 2 men - \$656.00 - \$0.00

2. 4 men - \$1,317.00 - \$0.00

3. 6 men - \$1,973.00 - \$0.00

4. 8 men - \$2,631.00 - \$0.00

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Date: June 1, 2022
To: NWMTA Ports
From: Susan Transue, Terminal and Customer Support Manager
RE: Tariff Updates

The following changes to the Port of Astoria's Terminal Tariff #11 will become effective July 1, 2022:

- Section 2, Item 250: Dockage rates will increase by 10%
- Section 2, Item 280: Bundled Port Fees will increase by 10%
- Section 4, Item 400: Hourly Equipment Rental will increase by 7%.
- Section 4, Item 402: Gangway Rental will increase to \$750 per berthing
- Section 4, Item 440: Security Fee will increase to \$1,250.00 per day per vessel
- Section 4, Item 450: Fuel Flowage Fee will increase to \$0.05 cents per gallon
- Section 4, Item 480: Addition of Administrative Fee

Tariff updates may be found on the Port of Astoria's website at www.portofastoria.com

Regards,

A handwritten signature in blue ink that reads "Susan Transue".

Susan Transue
Terminal and Customer Support Manager
Port of Astoria
422 Gateway Avenue, Suite 100
Astoria, OR 97103
O: (503) 741-3342
M: (503) 298-7137
E: stransue@portofastoria.com

422 Gateway Avenue, Suite 100, Astoria, OR 97103
503-741-3300 1-800-860-4093 Fax 503-741-3345

INFORMATION ITEM – B

DATE: March 15, 2023
RE: I.D.A Completion – December 25, 2022 Storm Damage
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Significant Storms throughout December 2022.
- Pictures and time sheets were collected and submitted to Curry County.

DOCUMENTS

- Preliminary Damage Assessment Summary Report, 1 page

FEDERAL EMERGENCY MANAGEMENT AGENCY
PRELIMINARY DAMAGE ASSESSMENT SUMMARY REPORT

DATE
Feb. 8, 2023

PART I - IMPACTED ENTITY / INSPECTOR INFORMATION

COUNTY Curry	IMPACTED ENTITY Port of Brookings Harbor	IMPACTED ENTITY CONTACT / E-MAIL Travis@portofbrookingsharbor.com	PHONE 541-291-7380
INSPECTORS/AGENCY:		E-MAIL	PHONE
Local - 0		0	0
State - 0		0	0
Federal - 0		0	0

PART II - BUDGET & COST ESTIMATE-SUMMARY

POPULATION (OPTIONAL)		ANNUAL TOTAL BUDGET (OPTIONAL)		ANNUAL MAINTENANCE BUDGET (OPTIONAL)		DATE FISCAL YEAR BEGINS (OPTIONAL)
		Approved	Balance	Approved	Balance	
CATEGORY	NO. OF SITES	TYPES OF DAMAGE		TOTAL CATEGORY ESTIMATE - IMPACTED ENTITY	TOTAL CATEGORY ESTIMATE - TEAM	POTENTIAL LOCAL FUNDS AVAILABLE
A	2	Debris Clearance		\$8,254	\$0	Port of Brookings Harbor General Fund w
B		Protective Measures		\$0	\$0	\$0
C		Road Systems		\$0	\$0	\$0
D	7	Water Control Facilities		\$367,000	\$0	NHMP
E	1	Public Buildings and Equipment		\$2,890	\$0	Port of Brookings Harbor General Fund
F		Public Utilities		\$0	\$0	\$0
G		Parks/Other		\$0	\$0	\$0
				TOTAL	TOTAL	TOTAL
				\$378,144	\$0	\$0
Other Federal Agencies (OFA) Damage Cost Estimate =						

PART III - OVERALL DISASTER IMPACT (REQUIRED)

A. GENERAL IMPACT:

- Identify and describe the damages that constitute a health and/or safety hazard to the general public.
Cat A: Debris clearing was needed for vehicle and pedestrian traffic as well in marina for safe navigation of the of our local water. Cat D: Bank failure has the potential to make parking areas unstable and at low tides impact boats ability to get to there spots. Also section of dock is closed due docks hitting bottom at low tide and making the dock surface uneven. Cat E: due to bank failure at site 2 in Basin2, material went under the gangway and at high tide force the walkway up and broke the hinge pin assembly making it unsafe for boat owners to access boats.
- Describe the population adversely affected, directly or indirectly, by the loss of or the damage to these public facilities.
Boating community both recreational and commercial activities are limited in some areas due to bank erosion that affects water depth and our ability to accommodate certain size of vessels.
- What economic activities are adversely affected by the loss of the public facilities or the damage to the facilities?
mooring slips in Basin 1 and 2

B. RESPONSE CAPABILITY:

- Describe how the Impacted Entity intends to repair the damage and the schedule to accomplish the work.
Debris clean up and damaged gangway listed by site 2 in Basin 2 have been repaired by port already. Due to the cost of the bank repair we hope to use NHMP and other state funding via Business Oregon
- Describe the source and availability of funds to accomplish the repairs.
NHMP has funding for declared disasters. Applications will need to be filled out and and projects will need to be approved.
- How quickly can the damages be repaired without degradation of public services?
Debris have been removed and access to RV park and Boat Basins have already been restored. Gangway repair listed as Cat. E have been completed. If approved for bank repairs and assuming permitting is complete I estimate contractors could be onsite and repaired within couple of months.
- Date and cause of damage.
December 25 and 26 storm brought log debris and higher than normal tides with heavy surge. The affects of the storm when considered with ocean and river influence it takes some time after these events for debris to migrate down the river and into our port or deposited on the beach. Same with bank erosion that the storm and saturation would take some time to collapse.

C. IMPACT ON PUBLIC SERVICES IF A DECLARATION IS NOT MADE: (e.g., Defer permanent repairs, impact ongoing services, improvements, etc.)

Banks in both basins will continue to erode and will eventually impact parking, walkways, boat slip access due to sediment build up under docks and impact Marina revenue and activities.

INFORMATION ITEM – C

DATE: March 15, 2023
RE: Building Advertisement
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- January 18, Regular Commissioner meeting the board approved to terminate lease as of January 31, 2023, and lease will be billed for the month of January.
- After meeting with Harbor Sanitary, first thing we need to do is install its own water meter.
- February 15, Board approved to advertise the building as vacant and see what proposal may come through to fix the building.

DOCUMENTS

- Pictures of building currently, 3 pages
- Proposed Advertisement, 1 page





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ADVERTISEMENT IN NEWSPAPER: CLASSIFIED IN CURRY PILOT/TRIPPLICATE

PORT OF BROOKINGS HARBOR IS SEEKING PROPOSALS FOR BUILDING LOCATED AT 16118 LOWER HARBOR RD. BROOKINGS, OREGON 97415.

DEADLINE FOR PROPOSALS IS APRIL 28, 2023 AT 4PM.

DELIVER TO PORT OF BROOKINGS HARBOR, 16330 LOWER HARBOR RD, PO BOX 848, BROOKINGS OR, 97415. (541)469-2218

Publish: March 10, 17, 24, 31, and April 7, 14, 21, & 28

PORT WEBSITE:

PORT OF BROOKINGS HARBOR IS SEEKING PROPOSALS FOR BUILDING LOCATED AT 16118 LOWER HARBOR RD. BROOKINGS, OREGON 97415.

DEADLINE FOR PROPOSALS IS APRIL 28, 2023 AT 4PM.

DELIVER TO PORT OF BROOKINGS HARBOR, 16330 LOWER HARBOR RD, PO BOX 848, BROOKINGS OR, 97415. (541)469-2218



Publish: March 10, 17, 24, 31, and April 7, 14, 21, & 28

INFORMATION ITEM – D

DATE: March 15, 2023
RE: July 4th RV Park Parking & Traffic Discussion
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Currently on average 1,300+ vehicles travel through the RV Park per day.
- Last Year there was an accident that led to a fatality and numerous RV and vehicles were damaged.
- Gathering any ideas or future concerns limiting traffic through the day or a time to close RV Park gates.

DOCUMENTS

- None

INFORMATION ITEM – E

DATE: March 15, 2023
RE: Lottery Bond – Economic Development
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Received a project information form from Senator David Brock-Smith to be submitted for funding through the lottery bond – economic development.
- We had about a week to gather information.
- Port put together information and submitted project information for Basin 2 west embankment repair.

DOCUMENTS

- 2023-25 Capital Funding Request Project Information Form, 10 pages

2023-25 CAPITAL FUNDING REQUEST

PROJECT INFORMATION FORM

Legislative Fiscal Office
900 Court St. NE, H-178
Salem, OR 97301



CONTACT INFORMATION FOR RECIPIENT ORGANIZATION

Legal Name Port of Brookings Harbor

Organization Type Special District Federal Tax ID Number 93-601-3807

Address 16330 Lower Harbor Road

City Brookings State OR Zip Code 97415

Contact Person Travis Webster

Contact Phone (541) 469-2218 Contact Email travis@portofbrookingsharbor.com

PROJECT INFORMATION

Project Name **Basin 2 West Embankment Repair**

Project Description

Construction of embankment repair is described and shown in the scaled, engineered drawing package attached, entitled PORT OF BROOKINGS - HARBOR EMBANKMENT ROCK RECONSTRUCTION. Approximately 900 feet of the west embankment along Basin 2 (South Basin) is failing, and the existing riprap is unraveling. Pedestrian sidewalks at the top of the slopes are presently cordoned off, and the integrity of the Kite Field public bathroom structure is threatened. Large volumes of sediment from the landsliding face have fallen and continue to fall into the basin, migrating to the mudline beneath the nearby docks, which are now also cordoned off and no longer functional.

Project Location See vicinity mapping with in the cited engineered drawings

Project Schedule (Please describe the project's readiness, including planned start and end dates and any remaining permits, approvals, or other steps that must be completed prior to beginning.)

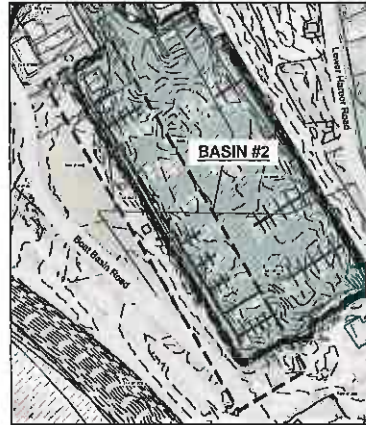
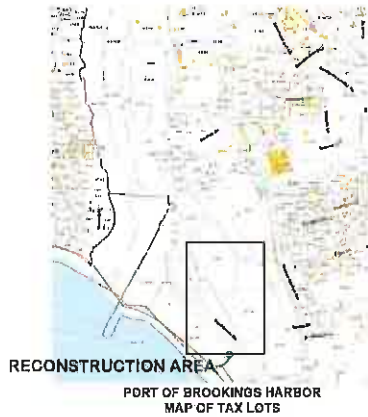
On-site project may only be completed during the in-water work period (10/15/23 - 2/15/24). Permitting must be done via the lead agency (USACE), in joint with the ODSL. The project will be approached via the SLOPES Nationwide program. The ODEQ WQC-401 and the Coastal Zone Enforcible Policies requirements must be satisfied. SHPO/Tribal opinions have been rendered during the permitting of past similar projects, and thus determined to not be applicable in the proposed construction area of the Port. Overall, permitting, which has already been initiated, is expected to be completed within the next 150 days. Following receipt of all permits, contractor procurement will begin, which is expected to be completed within 45 days thereafter.

EXHIBIT A - Basin 2 Embankment Repair

Slope Repairs	LS Equipment Mobe/Demobe	\$/sf Excavation, Erosion Control	\$/cy Move, Mix, Place, Compact	\$/cy Purchase & Deliver Riprap	\$/cy Place Riprap	Fabric \$/sf
All Slopes- #304676	95000	3.5	155	78	52	0.45
\$/cy Base Rock Purchase, Delivery and Placement	Volume of Base Rock, cy	Area of Erosion Controlled, sf	Volume Soil/cy	Volume Riprap cy	Area Fabric, sf	
105	1100	28700	1250	2500	35500	
Excavation and Erosion Control Total	Move, Mix and Compact Total	Riprap Purchase and Deliver Total	Riprap Placement Total	Fabric Total	Base Rock Total	TOTAL BUDGET
100450	193750	195000	130000	15975	115500	845675

Engineering/Permitting	Slope Repairs Total	901675
56000		

PORT OF BROOKINGS - HARBOR EMBANKMENT ROCK RECONSTRUCTION



PROJECT OVERVIEW

PROJECT DESCRIPTION

TITLE: EMBANKMENT ROCK RECONSTRUCTION
 REFERENCE: 113
 LOCATION: BASIN BOAT ROAD
 TAX LOT(S): 1400, 1300, 401

LEGEND

	EXIST. FIRE HYDRANT		FIRE HYDRANT
	EXIST. WATER VALVE		WATER VALVE
	EXIST. SLOW OFF		WATER METER
	EXIST. WATER METER		BACKFLOW DEVICE
	EXIST. HOSE BIB		BROMINATED WATER METER
	EXIST. IRRIGATION VALVE		AIR RELEASE VALVE
	EXIST. AIR RELEASE VALVE		DRAINOFF DEVICE ASSEMBLY
	EXIST. STORM DRAIN MANHOLE		FIRE DEPARTMENT CONNECTION
	EXIST. CLEANOUT		FIRE PLUG
	EXIST. SANITARY SEWER MANHOLE		TEE
	EXIST. MANHOLE		SANITARY SEWER CLEANOUT
	CURB RAMP		SANITARY SEWER MANHOLE
	PARALLEL RAMP		STORM DRAIN CLEANOUT
	HANDICAP PARKING SYMBOL		STORM DRAIN MANHOLE
	PARALLEL PARKING STRIPING		ATRIUM DRAIN/SUCKER
	BICYCLE LANE SYMBOL		CATCH BASIN INLET
	EXIST. SANITARY SEWER		CURB INLET
	EXIST. STORM DRAIN		STORM DRAIN CONTROL STRUCTURE
	EXIST. WATER		ELECTRIC BOX
	EXIST. GAS		ELECTRIC TRANSFORMER
	EXIST. ELECTRIC		LIGHT POLE
	EXIST. OVERHEAD POWER		CONTROL POINT
	EXIST. TELEPHONE		MONUMENT
	EXIST. FIBER OPTIC		TRAFFIC SIGNAL LIGHT
	EXIST. CURB AND GUTTER		SIGN (TRAFFIC, INFORMATION)
	EXIST. CENTERLINE		BOLLARD
	EXIST. RIGHT OF WAY		BICYCLE PARKING SPACE
	EXIST. CONTOUR		IRREGULAR TREE
	PROPOSED CONTOUR		CONIFER TREE
	EXIST. EDGE OF PAVEMENT		NEW CONCRETE
	CHAIN-LINK FENCE		NEW GRAVEL PAVING
	BARB WIRE FENCE		NEW HVAC PAVING - STANDARD
	SANITARY SEWER		NEW HVAC PAVING - HEAVY
	STORM DRAIN		NEW LANDSCAPE
	WATER		NEW RIP RAP
	GAS		
	ELECTRIC		
	CURB AND GUTTER		
	PROPOSED RIGHT OF WAY		
	FLOW LINE		
	PROPERTY LINE		

PROJECT NOTES

NATURAL FEATURES
 EXISTING NATURAL RESOURCES OR NATURAL HAZARDS ON THE SUBJECT PROPERTY, INCLUDING WETLANDS, STREAMS, RIPARIAN AREAS, FLOOD PLAINS, OR FLOODWAYS TO BE DETERMINED BY ENGINEER.

EXISTING TREE CANOPY
 THERE ARE NO EXISTING TREES ON THE SUBJECT PROPERTY.

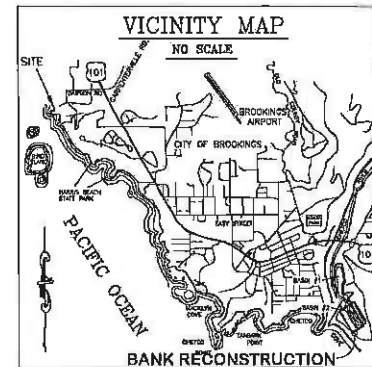
CULTURAL RESOURCES
 LOCALLY, OR FEDERALLY DESIGNATED HISTORIC AND/OR CULTURAL RESOURCES ON THE SITE OR ON ADJACENT PARCELS TO BE DETERMINED BY ENGINEER.

PUBLIC SERVICES
 PUBLIC UTILITY SERVICES, INCLUDING WATER, SEWER, STORM DRAINAGE, POWER, TELEPHONE, CABLE INTERNET, AND GAS ARE AVAILABLE TO THE SUBJECT PROPERTY.

UTILITY STATEMENT
 EXISTING UNDERGROUND UTILITIES ILLUSTRATED IN THESE PLANS ARE APPROXIMATED BASED ON MAPS OBTAINED FROM CURRY COUNTY GIS ELEVATIONS ESTIMATES, OR HAVE BEEN LOCATED BY A UTILITY LOCATE COMPANY. LAYOUT INDICATED IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. ALL LINES WITHIN PROJECTED WORK ZONE SHALL BE FIELD VERIFIED AS REQUIRED PRIOR TO CONSTRUCTION.

GENERAL GRADING NOTES

- DEQ 1200-C PERMIT IS REQUIRED.
- UNLESS DIRECTED OTHERWISE, REMOVE CLEARED AND GRUBBED MATERIAL FROM THE SITE AND DISPOSE AT AN APPROVED LOCATION.
- PRIOR TO THE START OF CONSTRUCTION, VERIFY GRADES AT SAWDUST LOCATIONS AND MATCHING OF EXISTING GRADE LOCATIONS.
- MINIMIZE TRAFFIC ON SOIL AREAS DURING WET WEATHER. IF THE SITE SOILS ARE EXPOSED DURING WET WEATHER, THE USE OF CRUSHED ROCK PLACED AS ENGINEERED FILL IN THE BOTTOM OF THE EXCAVATIONS MAY BE NECESSARY TO PROTECT THE SUBGRADE. TAKE ALL PRECAUTIONS TO LIMIT SURFACE DISTURBANCE AND PROTECT THE SITE GRADING AREA FROM EROSION AND RUNOFF.
- UNLESS OTHERWISE NOTED, THE SAMPLING AND TESTING OF MATERIALS FOR USE ON THE JOBSITE SHALL BE AT THE EXPENSE OF THE CONTRACTOR. ALL TESTING OF MATERIALS AND WORKMANSHIP SHALL BE PERFORMED BY A CERTIFIED TESTER. RESULTS OF THE TESTS SHALL BE SENT DIRECTLY TO THE PROJECT ENGINEER AS WELL AS THE CONTRACTOR, BY THE LABORATORY. LOCATION AND FREQUENCY OF TESTS SHALL BE DESIGNATED BY THE GENERAL CONTRACTOR.
- ALL CUT AND FILL SLOPES SHALL BE MAXIMUM OF 2:1.



INSPECTION AND TESTING NOTES

- CONTRACTOR IS RESPONSIBLE FOR SCHEDULING ALL TESTING, INSPECTIONS, AND SPECIAL INSPECTIONS AND SPECIAL INSPECTIONS AS REQUIRED BY PROJECT ENGINEER, CURRENT BUILDING CODES, OR JURISDICTIONS HAVING AUTHORITY. ALL TESTING MUST BE COMPLETED AND APPROVED PRIOR TO SUBSEQUENT WORK. ADDITIONAL OR FREQUENT TESTS MAY BE REQUIRED BY AGENCY, BUILDING OFFICIAL, OR ENGINEER.
- TESTING MUST BE PERFORMED BY AN APPROVED INDEPENDENT TESTING LABORATORY RETAINED BY THE CONTRACTOR.
- IN ADDITION TO IN-PLACE DENSITY TESTING, THE SUB-GRADE AND BASE ROCK SHALL BE PROPELLED WITH A LOADED DUMP TRUCK OR HEAVY NON-VIBRATORY ROLLER. SOILS SHALL BE REWORKED AND RE-COMPACTED OR REPLACED WITH APPROVED IMPORTED STRUCTURAL FILL. IF THEY DO NOT DEMONSTRATE A FIRM, UNYIELDING CONDITION, BASE ROCK PROPELLED SHALL TAKE PLACE LESS THAN 24 HOURS PRIOR TO PAVING AND SHALL BE WITNESSED BY THE ENGINEER OR GOVERNING AGENCY.
- THE APPROVED INDEPENDENT LABORATORY SHALL PROVIDE CLARIFICATION STAMPED BY AN ENGINEER LICENSED IN THE STATE OF OREGON THAT THE SUB-GRADE IS PREPARED AND ALL ENGINEERED FILLS ARE PLACED IN ACCORDANCE WITH THE CONTRACT DRAWINGS AND DOCUMENTS.
- PROVIDE ENGINEER WITH SPOT ELEVATION VERIFICATION FOR SUB-GRADE AND TOP OF AGGREGATE PRIOR TO PLACING CONCRETE, ASPHALT, AND/OR OTHER STRUCTURES WHEN INCLUDED IN THE PROJECT.

PROJECT ENGINEER
 EMC ENGINEERING/SCIENTISTS
 450 COMMERCE DRIVE
 JACKSONVILLE, OR 97303
 503-261-9620
 CONTRACT: JACK AIN, P.E.

AGENCY	APPROVED BY	DATE
POWER	PACIFIC POWER	
DOMESTIC WATER	CITY OF BROOKINGS	
SANITARY SEWER	HARBOR SANITARY	
STORM DRAINAGE	CURRY COUNTY	
STREETS	CITY OF BROOKINGS	
ENGINEERING	PORT OF BROOKINGS HARBOR	

DATE	SET	DESCRIPTION	REVIEW & APPROVED BY ENGINEER
		STORMWATER PLAN & 25% CD	X
		PRELIMINARY - REVIEW 50% SUBMITTAL	X
05/04/2022	X	PRELIMINARY - REVIEW 80% SUBMITTAL	X
		CONSTRUCTION DOCUMENTS SUBMITTAL SET	
		RECORD DRAWINGS	

SHEET INDEX

- C1.0 COVER SHEET - NOTES
- C1.1 GENERAL NOTES
- C2.0 EXISTING CONDITIONS
- C2.1 EXISTING EMBANKMENT PHOTOS
- C3.0 DEMOLITION AND CLEARING
- C4.0 PROPOSED EMBANKMENT
- C5.0 PROPOSED DETAILS



PORT OF BROOKINGS HARBOR
 16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415
 EMBANKMENT ROCK RECONSTRUCTION

DRAWN BY: CDJ/JAY
 DATE: 4 MAY 2022
 JOB No: 22-202203

SHEET No:
C1.0
 COVER SHEET

REVISIONS	

Grants Pass • Jacksonville • Medford, OR
 EMC ENGINEERING/SCIENTISTS, LLC
 450 COMMERCE DRIVE
 JACKSONVILLE, OREGON 97303
 503-261-9620
 www.emc-engineers.com



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GENERAL NOTES

THESE NOTES ARE INTENDED FOR USE IN INTERPRETING AND IMPLEMENTING THE TASKS SHOWN ON THE FOLLOWING CONSTRUCTION PLANS AND SPECIFICATIONS SHEETS. THESE ARE IN ADDITION TO THE OVERALL PROJECT SPECIFICATION AND BID DOCUMENTS AND CONTRACTUAL TERMS.

1. THESE ARE INTENDED FOR THE USE OF THE GENERAL CONTRACTOR AND HIS/her SUBCONTRACTORS IN THE DEMOLITION AND RECONSTRUCTION OF THE SUBJECT AREA OF THE PORT OF BROOKINGS HARBOR. USE FOR OTHER PURPOSES OR AT OTHER SITES IS NOT RECOMMENDED AND IS ACCOMPLISHED AT THE SOLE RISK OF THE USER.
2. THESE ITEMS ARE TO BE USED AS A SUPPLEMENT TO THE DETAILS PROVIDED ON THE PLAN SHEETS AND SPECIFICATION PAGES. ANY DISCREPANCIES FOUND AMONG THE DRAWINGS, THE SPECIFICATIONS, REFERENCED REPORTS, THESE GENERAL NOTES AND OTHER ITEMS LISTED ON THIS SHEET AND THE SITE CONDITIONS SHALL BE REPORTED TO THE ENGINEER, WHO SHALL CORRECT SUCH DISCREPANCY IN WRITING. ANY WORK DONE BY THE GENERAL CONTRACTOR AFTER DISCOVERY OF SUCH DISCREPANCY SHALL BE DONE AT THE GENERAL CONTRACTOR'S RISK. THE GENERAL CONTRACTOR SHALL VERIFY AND COORDINATE DIMENSIONS AMONG ALL DRAWINGS PRIOR TO PROCEEDING WITH ANY WORK.
3. THE EMBANKMENT REPAIR HAS BEEN DESIGNED TO RESIST ANTICIPATED VERTICAL AND LATERAL FORCES AFTER THE CONSTRUCTION OF ALL STRUCTURAL ELEMENTS HAS BEEN COMPLETED. STABILITY OF THE STRUCTURE AND SLOPE AREAS PRIOR TO COMPLETION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO JOBSITE SAFETY, CONSTRUCTION MEANS, METHODS, AND SEQUENCES, TEMPORARY SHORING, SLOPE STABILITY, FORMWORK AND BRACING, USE OF EQUIPMENT AND CONSTRUCTION PROCEDURES.
4. CONSTRUCTION OBSERVATION BY THE ENGINEER IS FOR CHECKING FOR CONFORMANCE WITH DESIGN ASPECTS ONLY AND IS NOT INTENDED IN ANY WAY TO REVIEW AND APPROVE THE GENERAL CONTRACTOR'S CONSTRUCTION PROCEDURES OR RELIEVE THE CONTRACTOR FROM PROVIDING A COMPLETED PROJECT, CONSISTENT WITH THE PLANS AND SPECIFICATIONS AND GOOD CONSTRUCTION PRACTICES. SPECIAL INSPECTION BY THE ENGINEER DOES NOT PROVIDE A CERTIFICATION OF THE PROJECT OR RELIEVE THE CONTRACTOR OF ALL RESPONSIBILITY FOR A PROPERLY CONSTRUCTED PROJECT.

STANDARDS USED FOR DESIGN

1. ALL METHODS, MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE PLANS AND SPECIFICATIONS AND ODOT STANDARD SPECIFICATIONS, UNLESS ELSEWHERE HEREIN SPECIFIED OTHERWISE. INTERNATIONAL BUILDING CODE (IBC) 2021, 2019 OREGON STRUCTURE SPECIALTY CODE (OSSO), AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)

OTHER NOTES

1. JOBSITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR.
2. ALL PRODUCTS AND WORKMANSHIP SHALL BE NEW MATERIALS OF GOOD QUALITY, ACCEPTABLE FOR THIS TYPE OF CONSTRUCTION, WORK TO BE ACCOMPLISHED IN A GOOD AND WORKMANLIKE MANNER.
3. ALL MATERIALS TO BE SHIPPED, HANDLED AND STOCKPILED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS AND GOOD CONSTRUCTION PRACTICES.
4. LOCATIONS MUST BE VERIFIED AT THE SITE WITH THE ENGINEER AND THE PORT OF BROOKINGS HARBOR REPRESENTATIVE PRIOR TO PLACEMENT.
5. ABIDE BY LOCAL, STATE AND FEDERAL BUILDING ORDINANCES, INCLUDING ALL SAFETY REQUIREMENTS, IN ALL PHASES OF THE PROJECT.
6. ALL PHASES OF THE PROJECT ARE TO CONFORM TO THE PLANS AND SPECIFICATIONS ATTACHED HERETO AND SPECIFICATIONS PROVIDED BY THE OWNER AND THE ENGINEER-OF-RECORD.
7. PROPOSED CHANGES TO PROJECT PLANS AND SPECIFICATIONS MUST BE APPROVED BY THE DESIGNER PRIOR TO ACCEPTANCE AND IMPLEMENTATION AT THE SITE.
8. PROPOSED CHANGES MUST BE SUBMITTED IN WRITING FOR REVIEW AND APPROVAL/APPROVAL BY THE DESIGNER AND THE OWNER.
9. IN NO CASE SHALL CHANGES, SUBSTITUTIONS OR OMISSIONS BE MADE TO THE DESIGN OR MATERIALS WITHOUT THE WRITTEN AUTHORIZATION OF THE DESIGNER AND THE OWNER.
10. AUTHORIZATION OF A DESIGN CHANGE BY THE ENGINEER DOES NOT CONSTITUTE ACCEPTANCE BY THE PORT OF BROOKINGS HARBOR, NOR DOES IT AUTHORIZE ADDITIONAL FUNDS FOR THE CHANGE. THE PORT'S REPRESENTATIVE MUST AUTHORIZE IN WRITING THE DESIGN CHANGE AND APPLICABLE CHANGES IN THE CONTRACT AMOUNT AND/OR CONSTRUCTION TIME PERIOD PRIOR TO IMPLEMENTATION OF SUCH CHANGES.
11. PROJECT SCHEDULE AND GENERAL SEQUENCING OF ALL WORK MUST BE REVIEWED AND APPROVED BY THE DESIGN ENGINEER AND THE OWNER. SUCH APPROVAL DOES NOT RELIEVE THE CONTRACTOR OR HIS/her SUBCONTRACTORS OF ALL RESPONSIBILITIES FOR PROPER EXECUTION OF THE SUBJECT PROJECT CONSTRUCTION.
12. SEQUENCING OF TASKS THAT REQUIRES VARYING THE INSTALLED SIZES OF PROJECT MATERIALS MUST BE REVIEWED AND APPROVED BY THE DESIGN ENGINEER AND OWNER.
13. TRAFFIC CONTROL AND SIGNAGE MUST BE PROVIDED BY THE CONTRACTOR UNLESS OTHERWISE SO STATED IN THE CONTRACT. ACCESS TO THE US COAST GUARD FACILITIES MUST BE MAINTAINED DURING CONSTRUCTION.
14. CONTRACTOR MUST UNDERSTAND THAT THE PROJECT SITE IS IN A HARBOR AREA SUBJECT TO TIDAL FLUCTUATIONS. THEREFORE, SEQUENCING AND PROJECT WORK MUST TAKE INTO ACCOUNT EFFECTS OF HIGH AND LOW TIDES.
15. REPLACEMENT OF SPECIFIED PRODUCTS BY AN "EQUIVALENT" PRODUCT MUST BE APPROVED BY THE DESIGN ENGINEER AND THE OWNER. REDESIGN REQUIRED FOR USE OF ALTERNATE "EQUIVALENT" MATERIALS IS TO BE BORNE BY THE CONTRACTOR.

GRADING NOTES

PRIOR TO THE CONSTRUCTION OF EMBANKMENTS, THE CONTRACTOR SHALL EXCAVATE UNSUITABLE FOUNDATION MATERIAL, BASEMENTS, TRENCHES AND HOLES ENCOUNTERED WITHIN EMBANKMENT LIMITS SHALL BE FILLED WITH APPROVED MATERIAL. PRIOR TO BACKFILLING THE CONTRACTOR SHALL BREAK CONCRETE FLOORS OF BASEMENTS AS DIRECTED. THE CONTRACTOR SHALL BREAK UP AND ROUGHEN THE GROUND SURFACE BEFORE EMBANKMENT MATERIAL IS PLACED. THE NATURAL GROUND UNDERLYING EMBANKMENTS SHALL BE COMPACTED TO THE DENSITY SPECIFIED FOR THE EMBANKMENT MATERIALS TO BE PLACED.

1. EMBANKMENT CONSTRUCTION SHALL INCLUDE PREPARATION OF THE AREAS UPON WHICH EMBANKMENTS ARE PLACED, THE PLACEMENT AND COMPACTION OF APPROVED EMBANKMENT MATERIALS AND FILLING OF HOLES, PITS AND OTHER DEPRESSIONS WITHIN THE SUBDIVISION.
2. THE CONTRACTOR SHALL PLACE EMBANKMENTS AND FILLS IN THE HORIZONTAL LAYERS AS SPECIFIED AND COMPACT EACH LAYER TO THE DENSITY SPECIFIED.
3. EMBANKMENT SHALL NOT BE CONSTRUCTED WHEN THE EMBANKMENT MATERIAL OR THE FOUNDATION ON WHICH THE EMBANKMENT WOULD BE PLACED IS FROZEN.
4. IMMEDIATELY PRIOR TO COMPLETION OF THE EARTHWORK, THE CONTRACTOR SHALL CLEAN THE ENTIRE WORK AREA OF DEBRIS AND FOREIGN MATTER.
5. THE MAXIMUM DENSITY OF COMPACTED MATERIAL WILL BE DETERMINED BY AASHTO T-99.
6. THE CONTRACTOR SHALL COMPACT ALL EMBANKMENTS, FILLS AND BACKFILLS TO A MINIMUM IN PLACE DENSITY OF 95 PERCENT.
7. THE CONTRACTOR SHALL WATER THE MATERIALS TO PROVIDE OPTIMUM MOISTURE FOR COMPACTION OF EMBANKMENT AND BACKFILLS. EMBANKMENTS OF BACKFILL MATERIALS SHALL NOT BE PLACED IN FINAL POSITION UNTIL MOISTURE IN EXCESS OF OPTIMUM MOISTURE HAS BEEN REMOVED.
8. IF THE SPECIFIED COMPACTION IS NOT OBTAINED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER. THE CONTRACTOR MAY BE REQUIRED TO USE A MODIFIED COMPACTION PROCEDURE OR APPLY ADDITIONAL COMPACTION EFFORT. IF APPROVED MATERIALS MEETING THE SPECIFICATIONS CANNOT BE COMPACTED TO THE REQUIRED DENSITY REGARDLESS OF COMPACTION EFFORT OR METHOD, THE ENGINEER MAY REDUCE THE REQUIRED DENSITY OR DIRECT THE USE OF ALTERNATE MATERIALS. IN NO CASE SHALL EARTHWORK OPERATIONS PROCEED UNTIL THE CONTRACTOR IS ABLE TO COMPACT THE MATERIAL TO THE SATISFACTION OF THE ENGINEER.

EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN NOTES

1. PROJECT/PURPOSE - WITH THE PURPOSE OF MAINTAINING, REHABILITATING, REPLACING, AND UPGRADING THE EXISTING WESTERN EMBANKMENT AT THE SOUTH BASIN OF PORT OF BROOKINGS. THE EXISTING EMBANKMENT WILL BE CLEARED DOWN TO SUITABLE SUBGRADE AT A SLOPE BETWEEN 1.5:1 AND 2:1. A 4 FT DEEP TRENCH WILL BE EXCAVATED AT THE BASE OF THE EMBANKMENT. A 3 FT DEEP LAYER OF AGGREGATE WILL BE PLACED ON TOP OF THE SLOPE AND INTO THE TRENCH.
2. CONTRACTOR ACTIVITIES - CONTRACTOR ACTIVITIES ARE DESCRIBED AS EXCAVATION AND CLEARING USING A 25T EXCAVATOR. EXCAVATION AND SPREADING AT THE BASE OF THE SLOPE USING A LONG REACH EXCAVATOR. PLACEMENT OF GEOTEXT. PLACEMENT OF CRUSHED AGGREGATE FROM FINE GRAVEL TO 2 FT BOLLERS.
3. SOIL DISTURBING ACTIVITIES - EXCAVATION WILL BE LIMITED TO EXISTING MARINA EDGES.
4. NON-STORMWATER DISCHARGES - NO DEWATERING, WATER-LINE FLUSHING, PAVEMENT WASH WATERS OR IRRIGATION WATER DISCHARGES ARE PLANNED FOR THIS PROJECT.
5. ESTIMATED START DATE FOR CONSTRUCTION - 05/22
6. NEAREST SURFACE WATER BODIES - PORT OF BROOKINGS ICE HOUSE INLET IN BASIN 2 (SOUTH BASIN) AND BASIN 1, NEAR DOCK A (NORTH BASIN).
7. RECEIVING WATERS - PACIFIC OCEAN
8. SPECIAL ENVIRONMENTAL CONSIDERATIONS - SEE SECTION 10
9. DESIGNATED EPCM - THE DESIGNATED EROSION AND POLLUTION CONTROL MANAGER (EPCM) WHO WILL ASSURE COMPLIANCE WITH ALL ITEMS IN THIS PLAN IS TED FITZGERALD, PORT DIRECTOR, OR HIS DESIGNEE.
10. EROSION, SEDIMENTATION AND POLLUTION CONTROL BMPs - BEST MANAGEMENT PRACTICES (BMP) TO BE USED, WHEN APPLICABLE, TO PREVENT POLLUTION RELATED TO CONTRACTOR ACTIVITIES LISTED IN THIS SECTION ARE AS FOLLOWS: A) OFF-SITE VEHICLE TRACKING AND DUST PREVENTION - MEASURES WILL BE TAKEN TO PREVENT OFF-SITE TRACKING OF MATERIALS, INCLUDING SHEEPING PAVEMENTS, COVERING LOADS AND WETTING SOIL TO PREVENT DUST. THERE WILL BE NO AGGREGATE CONSTRUCTION. B) MATERIAL MANAGEMENT AND SPILL PREVENTION - ALL ON SITE FUELS WILL BE DELIVERED, HANDLED, STORED, USED, AND APPLIED SO AS NOT TO BE RELEASED INTO THE WATERS OF THE STATE. FUELING WILL BE ACCOMPLISHED AWAY FROM THE WORK AREA. A SPILL CLEANUP KIT WILL BE AVAILABLE IF DEEMED BY THE EPCM TO BE REQUIRED. C) WASTE MANAGEMENT - HANDLING, STORAGE AND DISPOSAL OF SOLID WASTE AND/OR HAZARDOUS WASTE WILL BE DISPOSED INTO SUITABLE LANDFILL OFF-SITE. D) INSPECTION AND MAINTENANCE - DAILY INSPECTION AND MAINTENANCE FOR ALL CONTROLS INCLUDED IN THE POLLUTION CONTROL PLAN AND THE EPCO WILL BE PERFORMED BY THE EPCM OR HIS DESIGNEE. E) EMPLOYEE AND SUBCONTRACTOR TRAINING - EMPLOYEE AND SUBCONTRACTOR EDUCATION AT A MINIMUM WILL INCLUDE INFORMING PERSONNEL OF THE POSTED LOCATIONS OF THE POLLUTION CONTROL PLAN/EROSION AND SEDIMENT CONTROL PLAN/MSDS'S AND IMPORTANT EMERGENCY PHONE NUMBERS. EDUCATION WILL ALSO INCLUDE INFORMING PERSONNEL OF REVISED MATERIAL MANAGEMENT PROCEDURES FOLLOWING A SPILL. F) (CRITERIA 15) PRECONSTRUCTION ACTIVITY - BEFORE ALTERATION OF THE ACTION AREA, FLAG THE BOUNDARIES OF CLEARING LIMITS ASSOCIATED WITH SITE ACCESS AND CONSTRUCTION TO MINIMIZE SOIL AND VEGETATION DISTURBANCE, AND ENSURE THAT ALL TEMPORARY EROSION CONTROLS ARE IN PLACE AND FUNCTIONAL. G) (CRITERIA 16) SITE PREPARATION - DURING SITE PREPARATION, CONSERVE NATIVE MATERIALS FOR RESTORATION, INCLUDING LARGE WOOD, VEGETATION, TOPSOIL, AND CHANNEL MATERIALS (GRAVEL, COBBLES AND BOLLERS) DISPLACED BY CONSTRUCTION. WHENEVER PRACTICAL, LEAVE NATIVE MATERIALS WHERE THEY ARE FOUND AND IN AREAS TO BE CLEARED, CLIP VEGETATION AT GROUND LEVEL TO RETAIN ROCK MASS AND ENCOURAGE REESTABLISHMENT OF NATIVE VEGETATION. BUILDING AND RELATED STRUCTURES MAY NOT BE CONSTRUCTED INSIDE THE RIPARIAN MANAGEMENT AREA. H) (CRITERIA 17) HEAVY EQUIPMENT - HEAVY EQUIPMENT WILL BE SELECTED AND OPERATED AS NECESSARY TO MINIMIZE ADVERSE EFFECTS ON THE ENVIRONMENT, AND ALL VEHICLES AND OTHER HEAVY EQUIPMENT WILL BE USED AS FOLLOWS:
 - (A) STORED, FUELED AND MAINTAINED IN A VEHICLE STAGING AREA PLACED 150 FEET OR MORE FROM ANY WATER BODY, OR IN AN ISOLATED HARD ZONE SUCH AS A PAVED PARKING LOT.
 - (B) INSPECTED DAILY FOR FLUID LEAKS BEFORE LEAVING THE VEHICLE STAGING AREA FOR OPERATION WITHIN 50 FEET OF ANY WATER BODY.
 - (C) STEAM-CLEANED BEFORE OPERATION BELOW ORDINARY HIGH WATER, AND AS OFTEN AS NECESSARY DURING OPERATION TO REMAIN FREE OF ALL EXTERNAL OIL, GREASE, MUD, SEEDS, ORGANISMS AND OTHER VISIBLE CONTAMINANTS.
 - (D) GENERATORS, CRANES AND ANY OTHER STATIONARY EQUIPMENT OPERATED WITHIN 150 FEET OF ANY WATER BODY WILL BE MAINTAINED AND PROTECTED AS NECESSARY TO PREVENT LEAKS AND SPILLS FROM ENTERING THE WATER. I) (CRITERIA 18)

IN-WATER WORK PERIOD -

ALL WORK WITHIN THE ACTIVE CHANNEL WILL BE COMPLETED IN ACCORDANCE WITH THE OREGON GUIDELINES FOR TIMING OF IN-WATER WORK TO PROTECT FISH AND WILDLIFE RESOURCES (ODFW 2000, OR THE MOST RECENT VERSION).

J) (CRITERIA 21) EMBANKMENT INSTALLATION -
<TBC>

K) (CRITERIA 24) SUBGRADE PREPARATION -
<TBC>

9. DEQ 1200-C PERMIT IS REQUIRED.

10. UNLESS DIRECTED OTHERWISE, REMOVE CLEARED AND GRUBBED MATERIAL FROM THE SITE AND DISPOSE AT AN APPROVED LOCATION.

11. UNLESS OTHERWISE NOTED, THE SAMPLING AND TESTING OF MATERIALS FOR USE ON THE JOBSITE SHALL BE AT THE EXPENSE OF THE CONTRACTOR. ALL TESTING OF MATERIALS AND WORKMANSHIP SHALL BE PERFORMED BY A CERTIFIED TESTER. RESULTS OF THE TESTS SHALL BE SENT DIRECTLY TO THE PROJECT ENGINEER AS WELL AS THE CONTRACTOR, BY THE LABORATORY. LOCATION AND FREQUENCY OF TESTS SHALL BE DESIGNATED BY THE GENERAL CONTRACTOR.

12. ALL CUT AND FILL SLOPES SHALL BE MAXIMUM OF 2:1.

GEOTECHNICAL NOTE

THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH THE PROJECT ENGINEER FOR REQUIRED REMEDIATION. THE CONTRACTOR SHALL COORDINATE WITH THE PROJECT ENGINEER FOR REQUIRED SITE OBSERVATIONS AND TESTING OF ALL FILLS.

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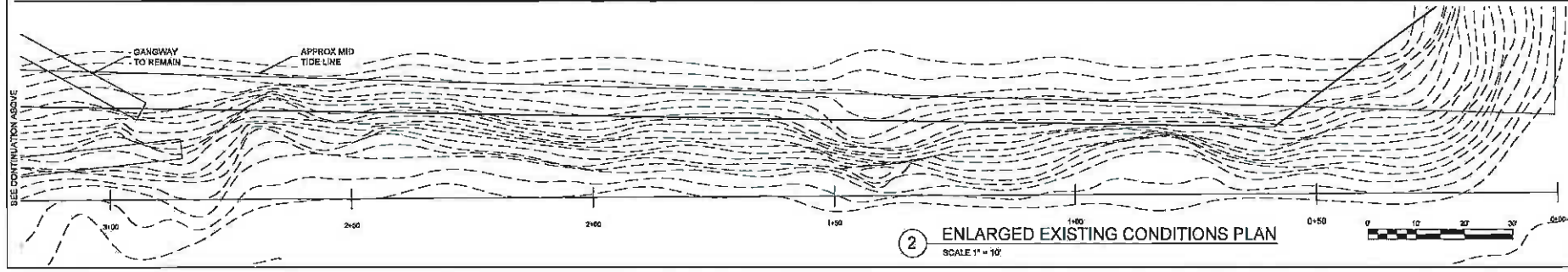
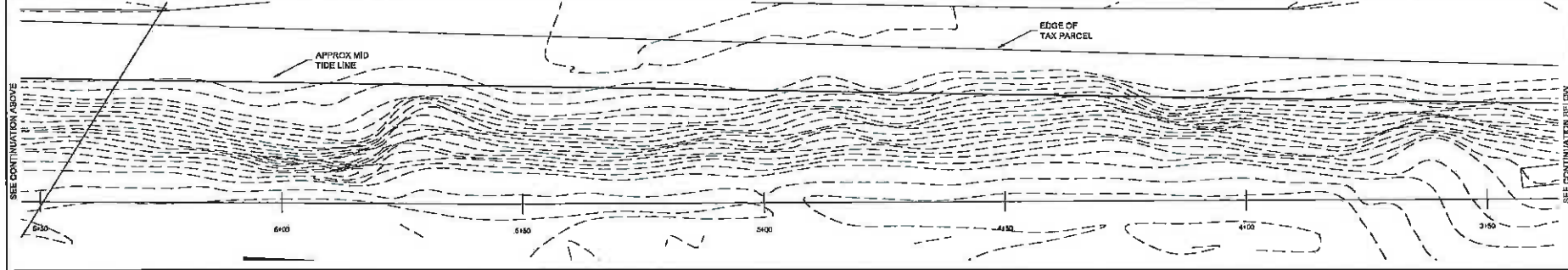
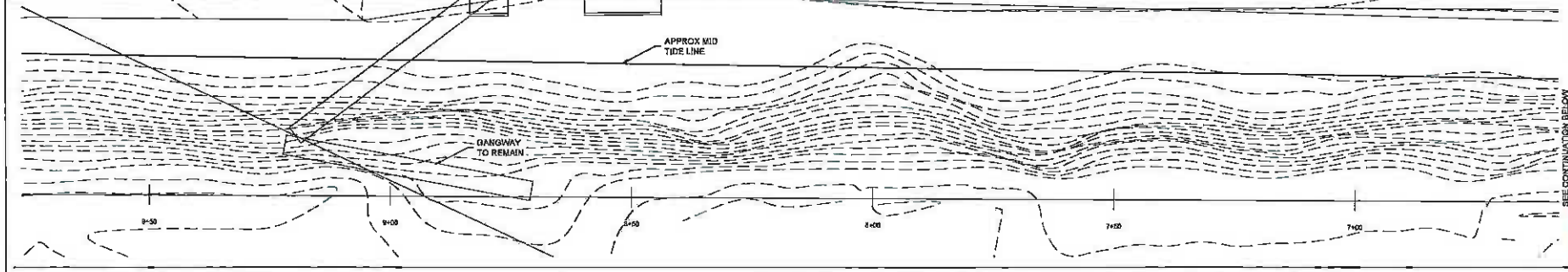
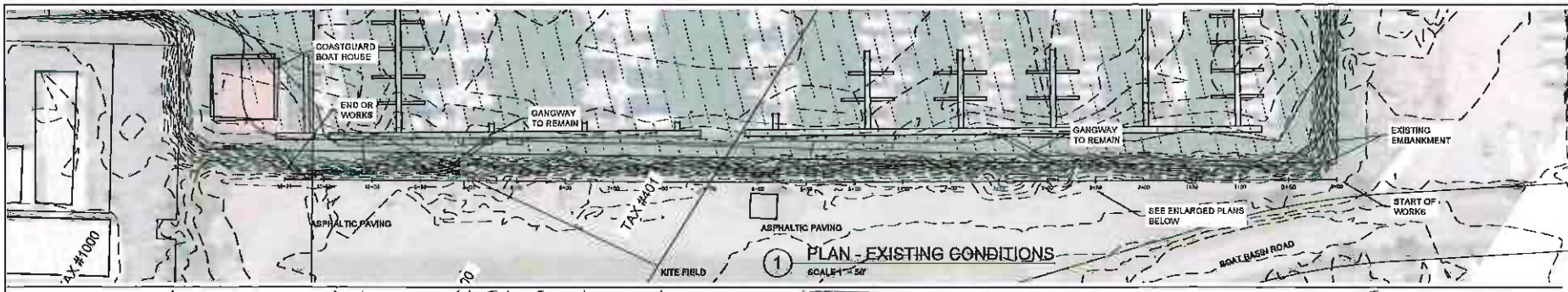
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PORT OF BROOKINGS HARBOR
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 EMBANKMENT ROCK RECONSTRUCTION

DRAWN BY: CDJ/W
 DATE: 4 MAY 2022
 JOB No: 22-202203
 SHEET No:
C1.1
 GENERAL NOTES

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② ENLARGED EXISTING CONDITIONS PLAN
SCALE 1" = 10'



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 Date: **4 MAY 2022**
 Job No: **22-222283**
 Sheet No:



PORT OF BROOKINGS HARBOR
 16830 LOWER HARBOR ROAD, BROOKINGS, OR 97415
EMBANKMENT ROCK RECONSTRUCTION

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 JOB No: **22-222283**
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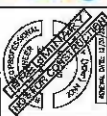
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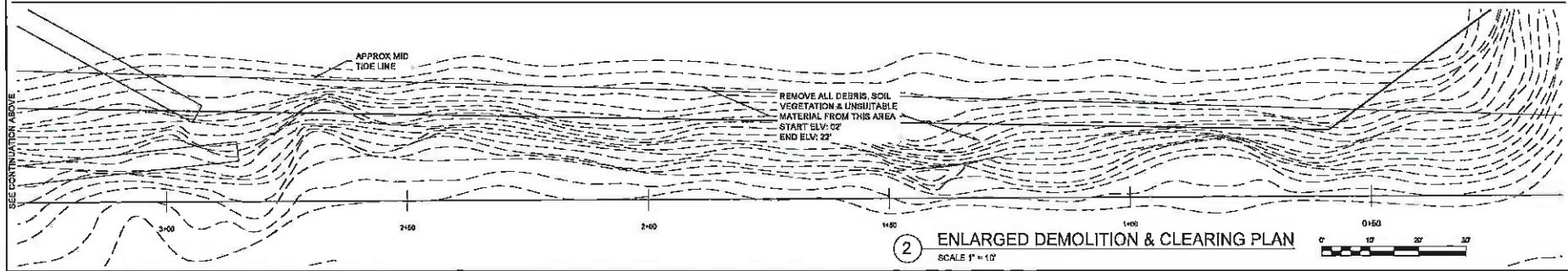
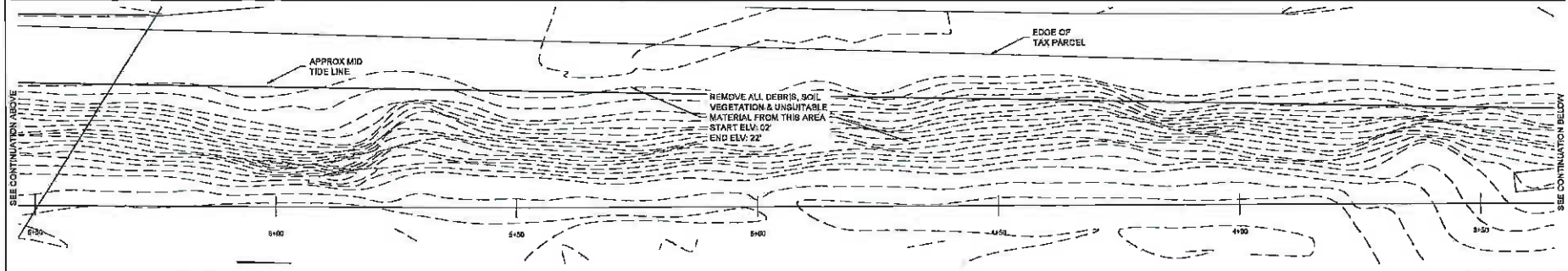
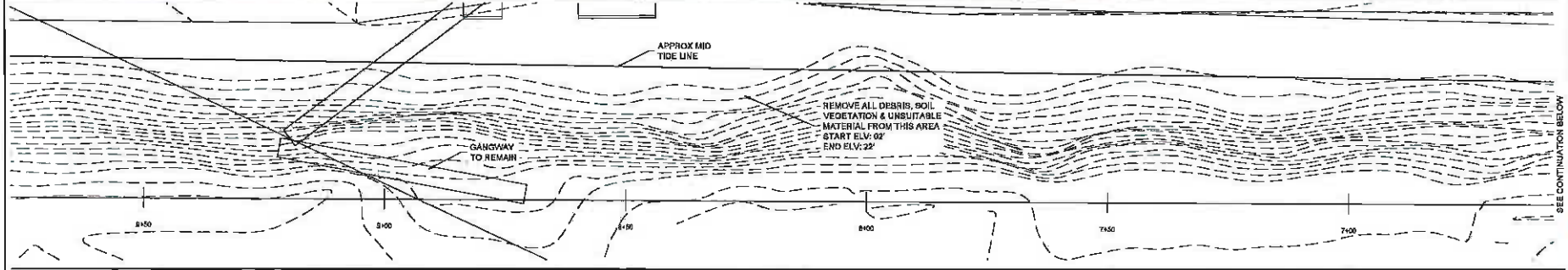
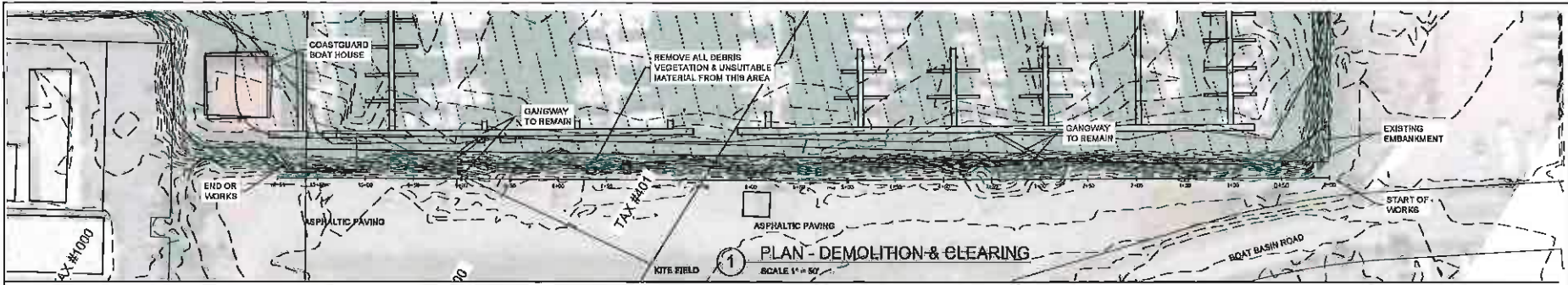
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EMBANKMENT ROCK RECONSTRUCTION

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1 EXISTING EMBANKMENT PHOTOS
 NO SCALE

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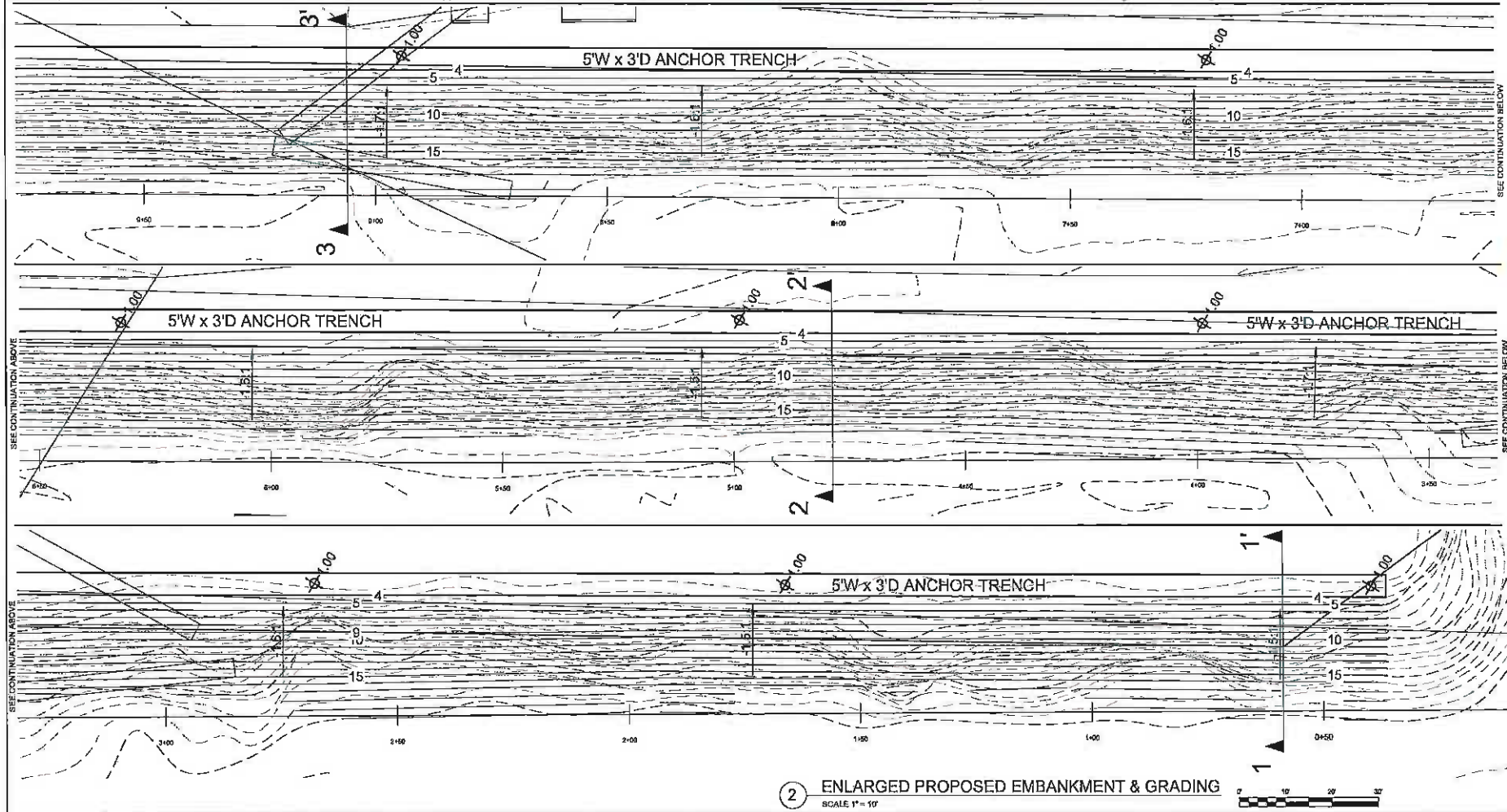
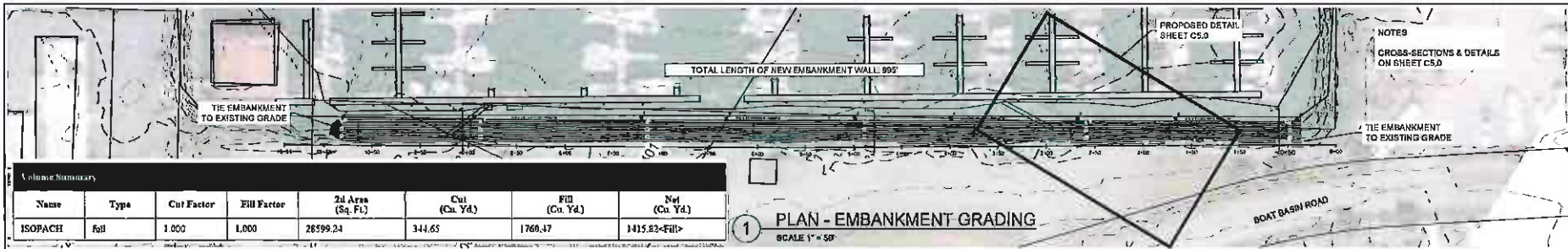
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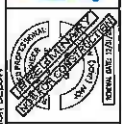
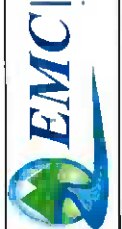
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 DEMOLITION & CLEARING

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 PROPOSED EMBANKMENT

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DESIGN SPECIFICS OF ROCK & CONSTRUCTION

THE ROCK USED (IF 406 MITIGATION IS APPROVED) FOR THIS PROJECT WILL BE SPECIFIED TO FOLLOW TEST REQUIREMENTS FOUND WITHIN AASHTO M85 (APPROXIMATE GRAVITY, PERCENT ABSORPTION); ODOT M 208A (DEGRADATION); AND AASHTO T 104 (SOUNDNESS). ALL ROCK SPECIFIED IN THIS PROJECT MUST BE ANGULAR IN SHAPE, AND THE THICKNESS OF ANY SINGLE ROCK SHALL NOT BE LESS THAN ONE THIRD OF ITS LENGTH. ROUND ROCK WILL NOT BE ACCEPTED UNLESS AUTHORIZED BY EMC. THE ROCK MUST MEET THE GRADATION REQUIREMENTS FOR THE CLASS SPECIFIED, BE FREE FROM OVERBURDEN, SPOILED, SHALE AND ORGANIC MATERIAL. NON-DURABLE ROCK, SHALE OR ROCK WITH SHALE BEDS IS NOT ACCEPTABLE. CLASS 2000 RIP RAP IS BY DEFINITION COMPRISED OF ROCKS THAT ARE 50% BY WEIGHT OF 1400 POUNDS TO 2000 POUNDS, 30% BY WEIGHT OF 700 TO 1400 POUNDS, 40% BY WEIGHT 40 TO 700 POUNDS AND 0 TO 10% 0 TO 40 POUNDS. EITHER A FILTER BLANKET OF 16 INCH LAYER OF CLASS 50, OR SPECIFIED FILTER FABRIC WILL BE LAID BENEATH THE ROCK.

A CLAMSHELL, ORANGE PEEL BUCKET, SKIP OR SIMILAR APPROVED DEVICE WILL BE USED WHICH WILL TRANSPORT THE RIPRAP MATERIAL TO ITS FINAL DESTINATION. THIS REVETMENT REPAIR IS FOR FLOW ASSUMED TO GENERALLY BE UNIFORM, STEADY AND SUBCRITICAL. HOWEVER, RAPIDLY VARYING, UNSTEADY FLOW CONDITIONS OCCUR OCCASIONALLY, AND EXCESSIVE WAVE ACTION, HYDRAULIC JUMPS AND EXTREME FLOW TURBULENCE CAN OCCUR AT THIS LOCATION. THESE CONDITIONS ARE AMONG THE REASONS FOR THE EXTENT OF PROTECTION PROPOSED. THE LONGITUDINAL EXTENT OF THIS REPAIR SHOULD BE CONTINUOUS FOR A DISTANCE GREATER THAN THE LENGTH THAT IS IMPACTED. THE VERTICAL EXTENT OF PROTECTION REQUIRED FOR THIS REVETMENT INCLUDES DESIGN HEIGHT AND FOUNDATION OR TOE DEPTH. THE DESIGN HEIGHT OF THE RIP RAP INSTALLATION IS TO BE EQUAL TO THE DESIGN HIGH WATER ELEVATION (KING TIDE PLUS STORM SURGE) WITH ADEQUATE FREEBOARD TO ACCOMMODATE WAVE ACTION, SUPER ELEVATION FROM THE CHANNEL BEND, HYDRAULIC JUMP, AND FLOW IRREGULARITIES, PLUS ERRATIC PHENOMENA SUCH AS UNEXPECTED EMBANKMENT SETTLEMENT, ACCUMULATION OF TRASH AND DEBRIS FROM THE RIVER.

SCOUR DEPTH IS ESTIMATED AT ABOUT 4 FEET FROM THE LOWEST ELEVATION IN THE CROSS-SECTION OF THE BASIN AT THIS POINT, UTILIZING THE CONSERVATIVE ASSUMPTION OF A MEDIAN DIAMETER OF BED MATERIAL TO BE ABOUT 0.15 M. RIPRAP THICKNESS FOR CLASS 2000 IS SPECIFIED TO BE AT LEAST A 4 FOOT LAYER.

THE FILTER BENEATH THE RIPRAP AND OVERLYING STRUCTURAL FILL IS TO PREVENT THE MIGRATION OF FINE SOIL PARTICLES THROUGH STRUCTURAL VOIDS AND TO DISTRIBUTE THE WEIGHT OF THE ARMORING UNITS (RIPRAP) TO PROVIDE MORE UNIFORM SETTLEMENT, AND ALSO PERMITS RELIEF OF HYDROSTATIC PRESSURES WITHIN THE SOILS.

FOR THE AREAS ABOVE THE WATERLINE AT ANY GIVEN TIME THE FABRIC OR GEOTEXTILE ALSO PREVENTS SURFACE WATER FROM CAUSING EROSION BENEATH THE RIP RAP. IN ADDITION TO THE CONSIDERATIONS WITH RESPECT TO SCOUR THE FLANKS OF THIS REVETMENT ARE DESIGNED FOR UPSTREAM AND DOWNSTREAM CONDITIONS.

GENERAL CONSTRUCTION, EROSION & CONTROL NOTES

FINAL BANK SLOPE WILL BE BETWEEN 1V:1.5H AND 1V:2H. BANK PREPARATION WILL CONSIST OF CLEARING DEBRIS AND MINOR GRADING. RIPRAP PLACEMENT WILL BE BY MACHINE PLACING AND HAND PLACING. HAND PLACING WILL BE PERFORMED AS SPECIFIED BY EMC ON STEEPER SIDE SLOPES.

RE-HANDLING OR DRAGGING TO SMOOTH REVETMENT SERVICES TEND TO RESULT IN SEGREGATION AND BREAKAGE OF STONE AND ARE TO BE AVOIDED. STONE WILL NOT BE DROPPED FROM AN EXCESSIVE HEIGHT.

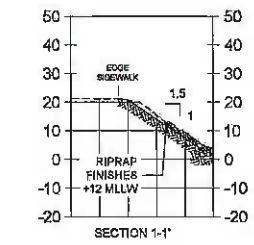
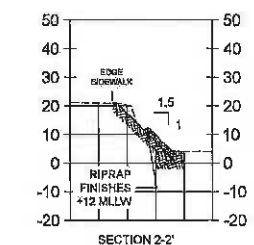
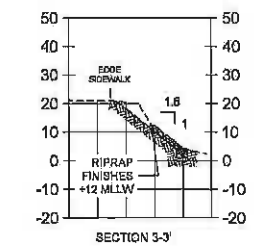
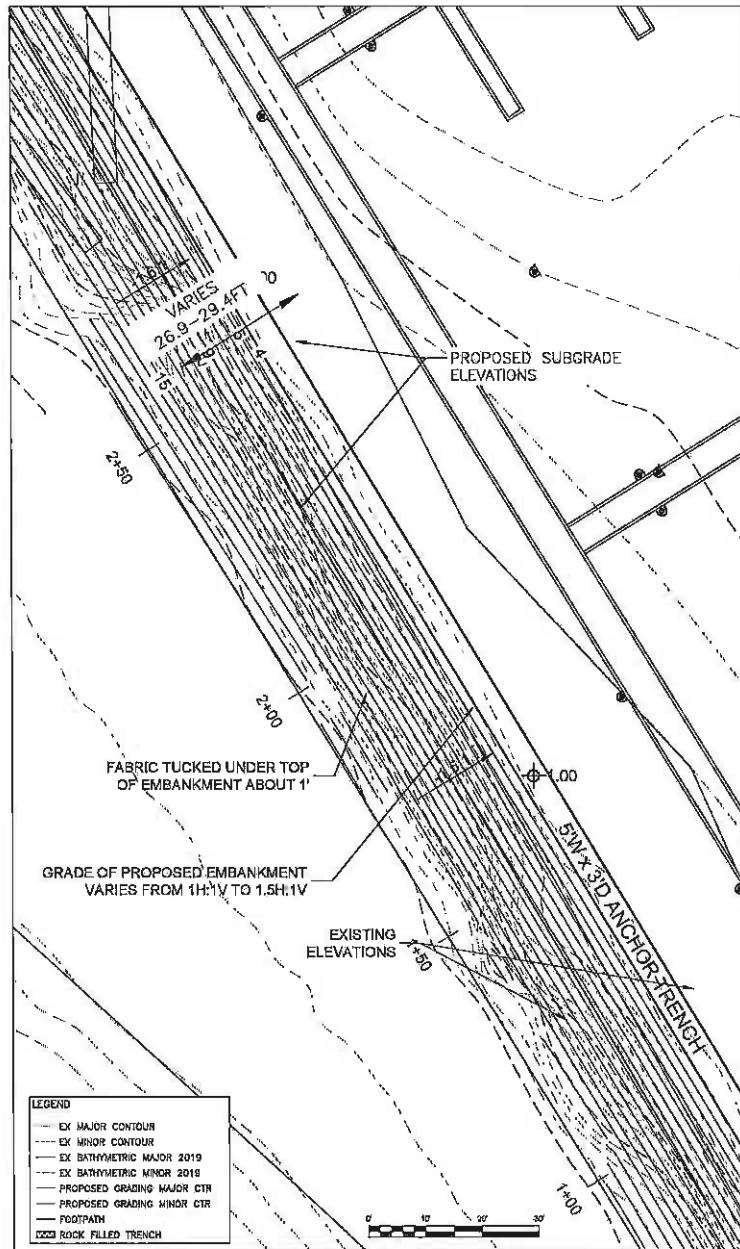
ACTIONS THAT WILL REQUIRE THE USE OF MATERIALS THAT ARE HAZARDOUS OR TOXIC TO AQUATIC LIFE (SUCH AS MOTOR FUEL, OIL, OR DRILLING FLUID), ARE INCLUDED WITHIN THE POLLUTION AND EROSION CONTROL PLAN SECTIONS OF THIS NARRATIVE, TO BE MANAGED BY EMC AND ENFORCED BY THE PORT OF BROOKINGS-HARBOR. THE PLAN INCLUDES PRACTICES TO MINIMIZE EROSION AND SEDIMENTATION ASSOCIATED WITH ALL ASPECTS OF THE PROJECT (E.G., STAGING AREA, STOCKPILES, GRADING) TO PREVENT DEBRIS FROM DROPPING OR OTHERWISE ENTERING ANY STREAM OR WATERBODY; AND TO PREVENT AND CONTROL HAZARDOUS MATERIAL SPILLS.

EROSION CONTROLS WILL BE MONITORED AND MAINTAINED DAILY DURING THE RAINY SEASON AND WEEKLY DURING THE DRY SEASON AS NECESSARY TO ENSURE CONTROLS ARE PROPERLY FUNCTIONING. IF MONITORING SHOWS THAT THE EROSION CONTROLS ARE INEFFECTIVE AT PREVENTING VISIBLE SEDIMENT DISCHARGE, THE PROJECT WILL STOP TO EVALUATE EROSION CONTROL MEASURES. REPAIRS, REPLACEMENTS OR THE INSTALLATION OF ADDITIONAL EROSION CONTROL MEASURES WILL BE COMPLETED BEFORE THE PROJECT RESUMES.

IF APPLICABLE, MAINTENANCE WILL INCLUDE REMOVAL OF SEDIMENT AND DEBRIS FROM EROSION CONTROLS LIKE SILT FENCES OR HAY BALES ONCE IT HAS REACHED ONE-THIRD OF THE EXPOSED HEIGHT OF THE CONTROL. WHENEVER PRACTICAL, NATIVE MATERIALS ARE TO BE LEFT WHERE THEY ARE FOUND AND IN AREAS TO BE CLEARED, VEGETATION IS TO BE CLIPPED AT GROUND LEVEL TO RETAIN ROOT MASS AND ENCOURAGE REESTABLISHMENT OF NATIVE VEGETATION.

HEAVY EQUIPMENT WILL BE SELECTED AND OPERATED AS NECESSARY TO MINIMIZE ADVERSE EFFECTS ON THE ENVIRONMENT (E.G., MINIMALLY-SIZED, LOW PRESSURE TIRES, MINIMAL HARD TURN PATHS FOR TRACKED VEHICLES, TEMPORARY MATS OR PLATES WITHIN WET AREAS OR SENSITIVE SOILS), AND ALL VEHICLES AND OTHER HEAVY EQUIPMENT WILL BE USED AS FOLLOWS:

- 1) STORED, FUELED AND MAINTAINED IN A VEHICLE STAGING AREA PLACED 150 FEET OR MORE FROM ANY WATERBODY, OR IN AN ISOLATED HARD ZONE SUCH AS A PAVED PARKING LOT, OR LINED SUBPOND;
- 2) INSPECTED DAILY FOR FLUID LEAKS BEFORE LEAVING THE VEHICLE STAGING AREA FOR OPERATION WITHIN 50 FEET OF ANY WATERBODY;
- 3) STEAM-CLEANED BEFORE OPERATION BELOW ORDINARY HIGH WATER, AND AS OFTEN AS NECESSARY DURING OPERATION TO REMAIN FREE OF ALL EXTERNAL OIL, GREASE, MUD, SEEDS, ORGANISMS AND OTHER VISIBLE CONTAMINANTS AND
- 4) GENERATORS, CRANES AND ANY OTHER STATIONARY EQUIPMENT OPERATED WITHIN 150 FEET OF ANY WATERBODY WILL BE MAINTAINED AND PROTECTED AS NECESSARY TO PREVENT LEAKS AND SPILLS FROM ENTERING THE WATER.



Narrowen Geotextile

ALL PAPERWORK IS THE PROPERTY OF EMC AND SHALL BE RETURNED TO EMC UPON COMPLETION OF THE PROJECT. ANY REVISIONS TO THIS DOCUMENT SHALL BE MADE BY EMC AND SHALL BE APPROVED BY EMC. ANY CHANGES TO THIS DOCUMENT SHALL BE APPROVED BY EMC AND SHALL BE APPROVED BY EMC.



FINISHES	1000 YD ROLL	2500 YD ROLL	5000 YD ROLL
Weight 100gsm	AS1110-250	17.00 yds	80.00 yds
Weight 150gsm	AS1110-350	10.00 yds	13.33 yds
Weight 200gsm	AS1110-450	7.50 yds	9.99 yds
Weight 300gsm	AS1110-650	5.00 yds	6.66 yds
Weight 400gsm	AS1110-850	3.75 yds	4.99 yds
Weight 500gsm	AS1110-1050	3.00 yds	3.99 yds
Weight 600gsm	AS1110-1250	2.50 yds	3.33 yds
Weight 700gsm	AS1110-1450	2.14 yds	2.85 yds
Weight 800gsm	AS1110-1650	1.88 yds	2.46 yds
Weight 900gsm	AS1110-1850	1.67 yds	2.19 yds
Weight 1000gsm	AS1110-2050	1.50 yds	1.99 yds

EMC
 Environmental Management Consultants, Inc.
 16530 LOWER HARBOR ROAD, BROOKINGS, OR 97415
 EMBANKMENT ROCK RECONSTRUCTION
 DRAWN BY: CDJ/W
 DATE: 4 MAY 2022
 JOB No: 22-20205
 SHEET No:
C5.0
 EMBANKMENT DETAILS

Shi

INFORMATION ITEM – F

DATE: March 15, 2023
RE: Projects Update
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- FEMA - Dredging
- HMGP – Paving and Storm Drains
- WWTP – Fish Processing

DOCUMENTS

- Update from Jack Akin, 3 pages

Port of Brookings Harbor Project Update

Dredging

So now that the funding for the dredging project is allocated, and the reimbursement process initiated, steps need to be taken to ensure that we may be able to dredge by 10/15/23 (IWWW).

1. We are planning to purchase a small, electric, remote controlled dredge, with a generator, and manage the Port's sediment. This money from FEMA (about \$2.4, including the 25% match from Business Oregon) is for 38,000 cy. It should be noted that, due to the fact that four years have passed since the 2019 storms, the 38,000 cy of sediment has been covered by shoaling, and have to some extent drifted to various mudline locations. The 38,000 cy location is therefore irrelevant, and is rather a volume issue. But we also need resources left over to maintain the Port over time. With this small dredge paid for, our future dredging costs will be relatively low, and our flexibility to surgically dredge trouble spots will be a great advantage. Action items to put this strategy into action...we should
 - a. See through the conversations begun with local concrete people to take some or all of the dredged sediment. The sand is low quality (high silt), and so we must likely pay some fees/cy to get them to take it. With the funding allocated, the Port will easily be able to afford it. Nevertheless, alternative disposal/reuse options should be explored.
 - b. We recommend that, though a previous feasibility study had been performed, the Port should update it, and so assure that the specified dredging equipment is the best choice, obtain the present price, and observe the selected dredge in action.
 - c. We should assure all previously supplied prices of specified electric generator, piping, welder, etc.
 - d. We should target all equipment to be on-site by mid-September, in order to have set-up time.
 - e. The sediment storage area must be cordoned off, with drain-pipe and floats ready for quick-connect.
 - f. We must assure that all permitting, concurrences and procurement activities (announcement, contractual details, etc.) are complete and ready by late August, early September at the latest.
2. With the dredging process finally going, we should be working on embankment repair of a bit less than 1000 feet (riprap) at the west embankment in the South Basin, hopefully to be funded by a lottery sales, if available, an Oregon State-based source. We have completed and submitted our application for funding, requesting about \$901,000. The permitting is in process. We should
 - a. Attempt to get a handle on the approximate funding timeline.
 - b. Assure completion of permitting for in-water work. The work should be started no later than the first of the year (2024) to assure its completion.
 - c. We could be ready to start procurement by about that by August or September of this year, if the funding timeline so requires.

Commercial Area

Work in the commercial area at the Port of Brookings Harbor, primarily paving and stormwater catch basins and piping, will be upcoming. According to HMGP the

necessary funding (about \$1.2 million), has been set aside for the POBH by HMGP. We should

1. Follow through with HMGP, pressing for allocation timeline.
2. Plan the work in the Commercial Area accordingly.

RV-Kite Field/Boatyard

We don't think we'll get to the RV-Kite Field and Boatyard paving and stormwater work funded until 2024 and/or 2025.

Wastewater Treatment

We have received \$3.5 million from the US Congress to install a wastewater system at the POBH. With that money we also are planning to repair the adjoining condemned commercial receiving dock that we sometimes refer to as the "Old Pac-Choice Dock", and extend the paved areas eastward from that dock to the Commercial Area. The actions to be taken involve funding and permitting. RE funding, we have

1. Submitted the application in full to the EPA'
2. Provided a CATEX (categorical exclusion) determination that this project should be permitted to forego lengthy environmental review.
3. Provided further information to the EPA of previous determinations made by SHPO, affected Tribes, USACE and other regulatory bodies that the actions proposed on-site tasks (minor excavation, paving, stormwater system work, pile replacement, etc.) will not unreasonably adversely impact ESA endangered species, waters of the US, or cultural resources.
4. We have demonstrated via satisfaction of EPA-listed conditions that the Port's Special district, like all of Curry County, is economically disadvantaged, and so we have, as per the Community Grant guidelines, petitioned for the waiver of the 25% match (about \$875,000).

RE Permitting, we have put together all of the permit elements required by the EPA, including

1. The analyses of the wastewater presently being disposed into the Port Basin.
2. The Mixing Zone study.
3. The EPA Forms.
4. The narrative/description of the proposed system.
5. The location and mapping.
6. The system components and a feasible configuration.
7. Land use Compatibility and zone reconfiguration in partnership with the County.
8. We are in the process of producing preliminary drawings as will be required for permitting and construction of any system, whether full or pretreatment.

At the direction of the Port Manager, permit submission, along with payment of permit and annual fees, have been postponed, until other options (e.g. possible agreements with the Curry Sanitary) are adequately explored. It should be noted that, regardless of what method of disposal is selected, some sort of system will be required, even if only for pre-treatment before delivering to the Brookings WWTP. However, other improvements, including the above-described paving, etc., could still be accomplished via this funding.

Planning

It is suggested that a GANNT/Bar Chart be constructed to outline and schedule the various tasks and sub-tasks described above, and including other related tasks not mentioned.

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