

**PORT OF BROOKINGS HARBOR**  
**Regular Commission Meeting**  
**Tuesday, October 15, 2019 • 6:00pm**  
 Port Conference Room Suite 202  
 16350 Lower Harbor Road, OR 97415

**TENTATIVE AGENDA**

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<b>1. CALL MEETING TO ORDER</b>	
• Pledge of Allegiance	
• Roll Call	
• Modifications, Additions, and Changes to the Agenda	
• Declaration of Potential Conflicts of Interest	
<b>2. APPROVAL OF AGENDA - CONSENT ITEMS</b>	
A. Approved Minutes of Regular Meeting Tuesday, September 24, 2019.....	2
<b>3. PUBLIC COMMENTS</b> (Limited to a maximum of three minutes per person. A “Public Comment Request”, located near the entrance, must be completed and turned into the Chairman prior to the beginning of the meeting.)	
<b>4. MANAGEMENT REPORTS</b>	
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H. City of Brookings Police Patrol at Port.....	74
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J. SDAO 2020 Annual Conference	
K. RV Park Restroom Loan Application Request	
<b>6. INFORMATION ITEMS</b>	
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<b>7. COMMISSIONER COMMENTS</b>	
<b>8. NEXT REGULAR MEETING DATE – November 19, 2019 6:00pm</b>	
<b>9. ADJOURNMENT</b>	

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

**Tuesday, September 24, 2019**

The Port of Brookings Harbor District met in regular session on the above date at 6:00 P.M. open session at the Port Conference Room, 16350 Lower Harbor Road Suite 202, Harbor OR, 97415.

**1. Call Meeting to Order:**

**I. Pledge of Allegiance**

**II. Roll Call:**

- Commissioners present: Treasurer Joseph Speir, Secretary Sharon Hartung, Chairman Roy Davis, Vice Chairman Richard Heap via phone, and Kenneth Range.
- Staff present: Port Counsel Martha Rice and Port Manager Gary Dehlinger.

**III. Modifications, Additions, and Changes to the Agenda:**

- There was no modifications, additions or changes to the agenda.

**IV. Declaration of Potential Conflicts of Interest:**

- There was no declaration of potential conflicts of interest.

**2. Approval of Agenda – Consent Items:**

**A. Approved Minutes of Regular Meeting Tuesday, August 20, 2019:**

- I. Range made a motion to approve the agenda and consent items. Second by Davis. **Motion passed 5-0.**

**3. Public Comments:**

- I. The following individuals addressed the Commissioners regarding subject matters not on this meeting's agenda: Albert Cornell
- II. The following individuals addressed the Commissioners regarding subject matters on this meeting's agenda: Marian Boye

**4. Management Reports:**

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

- I. Port Manager presented Financial Report.
- II. Commission discussed item.
- III. Hartung made a motion to approve the Financial Report for August 2019. Second by Speir. **Motion passed 5-0.**

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

- I. Port Manager presented Port Manager Report.
- II. Commission discussed item.
- III. Range made a motion to approve the Port Manager Report for August 2019. Second by Speir. **Motion passed 5-0.**

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

- I. Port Manager presented Harbormaster Report.
- II. Speir made a motion to approve the Harbormaster Report for August 2019. Second by Hartung. **Motion passed 5-0.**

## 5. Action Items:

### A. Chetco Indian Memorial:

- I. Chairman moved discussion to the Chetco Indian Memorial Tribe.
- II. Milo Mann and Larry Watson presented item.
- III. Commission discussed item.
- IV. Range made a motion that you pay for your meter for bring the water into the unit and you pay for your water bill. We will work with you on the property lines, I have no objections any way with extending that green portion into the Indian Memorial, and you pay the survey costs to get it included. We've already paid quite a bit of money to include the Indian Memorial into the port for perpetuity, so I think that is more than reasonable. Davis added and the donation of the property of itself. Hartung amended motion to add the easement for the water line. Second by Hartung. **Motion passed 5-0.**

### B. Draft Resolution No. 525 Increasing Port Manager Purchasing Limit:

- I. Port Manager presented item.
- II. Commission discussed item.
- III. Range made a motion to approve Draft Resolution No. 525. Second by Heap. **Motion passed 5-0.**

### C. Draft Resolution No. 526 Cat Houses:

- I. Port Manager presented item.
- II. Speir made a motion to approve Draft Resolution No. 526. Second by Hartung. **Motion passed 5-0.**

### D. Draft Ordinance No. 24 Dinghies Amendment:

- I. Hartung made a motion to approve the introduction of Ordinance No. 24 Dinghies, reading by title only, amendment to Section 4.34 of Part IV, Specific Rules and Regulations of Ordinance No, 1-1998. An Ordinance of the Board of Commissioners of the Port of Brookings Harbor. Second by Speir. **Motion passed 5-0.**

### E. Beachfront RV Park Rates with New County Tax:

- I. Port Manager presented item.
- II. Range made a motion to separate the taxes on the invoice for accounting and auditing purposes. And, Add the current State tax rate of 1.8% and new County tax rate of 7% for the total of 8.80% to the existing rates at the Beachfront RV Park for all future reservations beginning September 18, 2019 Second by Davis. Range amended motion to begin October 1, 2019. Second by Heap. **Motion passed 5-0.**

### F. Dredge Spoil Disposal Plan:

- I. Port Manager presented item.
- II. Commission discussed item.
- III. Speir made a motion to proceed disposing dredging material on Port property following all Federal, State and County regulations within the

best engineering practices allowed in the areas defined in this meeting. Provide updates to the Board on permitting, engineering, and approvals in each designated area. Second by Range. **Motion passed 5-0.**

**G. County Culverts Entering Port Property:**

- I. Port Manager presented item.
- II. Commission discussed item.
- III. Chairman allowed public comments.
- IV. Chairman moved the discussion back to the commission.
- V. Heap made a motion to direct the Port Manager to contact the County Commissioners and schedule a Board to Board meeting to discuss both the culverts and run off discharge, and the economic development of the Port. Second by Davis. **Motion passed 5-0.**

**H. 2019 OPPA Annual Conference:**

- I. Port Manager presented item.
- II. Commission discussed item.
- III. Heap made a motion to approve travel reimbursement for the Port Manager and Harbormaster to attend the 2019 OPPA Annual Conference in Boardman, Oregon and authorize two nights of hotel, plus meals, plus mileage. Second by Range. **Motion passed 5-0.**

**I. Pithitude Sign Request:**

- I. Port Manager presented item.
- II. Commission discussed item.
- III. Chairman allowed public comments.
- IV. Chairman moved the discussion back to the commission.
- V. Speir made a motion to approve proposed signs and locations for the tenant Pithitude. Second by Range. **Motion passed 5-0.**

**J. Fuel Dock Reconstruction:**

- I. Port Manager presented item.
- II. Commission discussed item.
- III. Chairman allowed public comments.
- IV. Chairman moved the discussion back to the commission.
- V. Davis made a motion to approve the proposed new high dock for the fuel dispensing and begin contract negotiations with Business Oregon to dedicate the funds toward the new high fuel dock. Second by Speir. **Motion passed 5-0.**

**K. Art on the Boardwalk:**

- I. Commissioner Range presented item.
- II. Commission discussed item.
- III. Chairman allowed public comments.
- IV. Chairman moved the discussion back to the commission.
- V. Davis made a motion to direct our Port Manager to seek out more information on the art project that Commissioner Range has come up with and get back to the Board, and get this going ASAP. Second by Speir. **Motion passed 5-0.**

**L. Bulk Fuel Costs:**

- I. Chairman presented item.
- II. Port Manager and Commission discussed item.
- III. Chairman allowed public comments.
- IV. Chairman moved the discussion back to the commission.
- V. Davis made a motion to lower the over the dock fueling fee to \$.06 per gallon as of Tuesday, September 24, 2019 at 8:00pm. Second by Speir. **Motion passed 5-0.**

**M. Flying Service Flags:**

- I. Commissioner Range presented item.
- II. Port Manager and Commission discussed item.
- III. Range made a motion to have Jack Akin look at how the flag poles are secured to the deck, and come up with a solution to lower the tie down, and if all comes back good then leave the poles. Second by Davis. **Motion passed 5-0.**

**N. Painting Port Office Exterior:**

- I. Commissioner Hartung presented item.
- II. Commission discussed item.
- III. Hartung made a motion to get some volunteers together, along with herself, to paint the Port Office. Second by Range. **Motion passed 5-0.**

**O. Crow/Clay Contract for Construction Drawings & Specs for New Restroom and Sites:**

- I. Port Manager presented item.
- II. Commission discussed item.
- III. Range made a motion to approve the Crow/Clay contract for construction drawing and specs for the new restrooms and sites. Second by Davis. **Motion passed 5-0.**

**P. City of Brookings Police Patrol at Port:**

- I. Chairman presented item.
- II. Port Manager presented item.
- III. Commission discussed item.
- IV. Range made a motion to authorize the Port Manager and Commissioners that want to attend the meeting to proceed in negotiation with the City of Brookings Police Department regarding patrol in the Port of Brookings Harbor. Second by Davis. **Motion passed 5-0.**

**6. Information Items:**

**A. Schedule Meeting to Review RV Park Remodel Ideas and Seawall Alternatives:**

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

**B. County Leadership Meeting September 27, 2019 11am:**

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

**C. December Regular Meeting:**

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

**D. Curry County Natural Hazard Mitigation Plan Meeting:**

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

**7. Commissioner Comments:**

- I. Commissioners reported on their recent activities.

**8. Next Regular Meeting Date –October 15, 2019, 6:00 pm**

**9. Adjournment:**

Chairman adjourned the meeting at 8:56 pm.

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Secretary, Sharon Hartung

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Date Signed

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

# FINANCIAL REPORT

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**DATE:** October 15, 2019  
**RE:** Month End Report of Financial Activities for September 2019  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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Cash Basis – September 2019

**General Port Operations – Net Income \$7,715**

- Program Revenues \$301,743
- Operation Expenses \$294,028

**Non-Operation – Net Income (\$13,016)**

- Non-Operating Revenue {Tax Appropriations, Interest & Dividends, Inter-fund Transfers, FEMA & Grant Revenue & Misc. Income} - \$182,066
- Non-Operating Expenses {FEMA & Grant Expenses & Loan Payments Expense, Inter-fund Transfers, Capital Outlay} - \$195,082

**September 2019 – Net Income (\$5,301)**

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**Breakdown of General Port Operations**

**ADMINISTRATION – Operating Net Income (\$41,925)**

- Revenue \$1,614
- Expenses \$43,539

**HIGHLIGHTED EXPENSES**

\$33,695 for Personnel Services – includes payroll and benefits  
\$2,722 to City of Brookings - Port's share of Chetco River Gauging Station, *annual fee*

**BEACHFRONT RV PARK – Operating Net Income \$36,089**

- Revenue \$56,757
- Expenses \$20,668

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

**HIGHLIGHTED EXPENSES**

\$5,165 to CTR - trash removal  
\$3,690 to EMC Engineering / Scientists for Seawall Alternatives  
\$2,019 to Engineering Resource Services for Demolition Surveys  
\$2,128 to South Coast Knight Security - Security Patrol for August 2019

**BOAT YARD – Operating Net Income (\$1,995)**

- Revenue \$6,697
- Expenses \$8,692

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

**HIGHLIGHTED EXPENSES**

\$2,387 to CTR - trash removal.  
\$3,139 to National Tank Outlet for purchase of 385 Gallon Waste Oil Tank & 66" Waste Oil Spill Pan  
\$1,880 to Grizzly Fence - Repair to fence west side of cat house

**COMMERCIAL / RETAIL LEASES – Operating Net Income (\$2,044)**

- Revenue \$39,451
- Expenses \$41,423

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

**HIGHLIGHTED EXPENSES**

\$20,000 to Strahm's Sealcoat & Striping - down payment for Sealcoat & Striping Commercial Retail Parking Lot

\$3,694 to Harbor Sanitary District for sewer

\$8,927 to 5-R Excavation - Catch Basin and Manhole Repair

\$1,486 Repairs to Suite 102 & 103 for Pithitude

\$1,792 Painting supplies & materials for Commercial Retail Building exterior painting project

**FUEL DOCK – Operating Net Income \$4,785**

- Revenue \$149,459
- Expenses \$144,673

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

Gas and Diesel Pumped in September:

- Diesel – 45,470 gallons
- Gas – 916 gallons

**HIGHLIGHTED EXPENSES**

\$141,112 purchasing petroleum product from Carson and Tyree Oil.

\$3,561 for payroll, materials and services

**MARINA/ADMINISTRATION – Operating Net Income \$13,429**

- Revenue \$48,461
- Expenses \$35,033
- *(Reserve Amount for Depreciation \$14,867 and Loan Payment Amount \$14,913, not factored)*

**HIGHLIGHTED EXPENSES**

\$2,140 to Quality Fence Company – purchase Prefab Gates to secure Basin II sport ramps

\$1,875 to Brookings Signs & Graphics – purchase of "Welcome to the Port" - 3 signs

\$2,128 to South Coast Knight Security - Security Patrol for August 2019

\$3,769 to Harbor Sanitary District for sewer to Harbor Sanitary District

\$1,610 to CTR - trash removal

**PROPERTY GROUND USE – Operating Net Income \$727**

- Revenue \$727
- Expense \$ (Electrical meters)

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**Other Port Funds**

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

- Total transfers to Debt Service Fund \$30,292
- Total transfers to Bond Debt Fund \$10,843
- Total transfers to Capital Projects Fund \$0.00
- Total transfers to Reserve Fund \$10,437

**CAPITAL PROJECTS – NET POSITION \$10,579**

- Revenue & Transfers \$64,734
- Expenses & Transfers \$64,734

\$63,810.75 received for PW319 Basin 1 Piling Project from PA/HMP, Payment request #6, transferred to General Fund.

Projects in progress *(project completed, payment request submitted to PA/HMP & HMGP):*

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



**DEBT SERVICE FUND – NET POSITION \$21,298**

- Revenue & Transfers \$30,413
- Expenses/Loan Payments *including principle & interest* \$78,704

**USDA REVENUE BOND FUND – NET POSITION \$133,218**

- Revenue & Transfers \$11,115
- Expenses & Transfers \$0

**RESERVE FUND – NET POSITION \$64,718**

- Revenue & Transfers \$10,570
- Expenses & Transfers \$0

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**DOCUMENTS**

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

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**COMMISSIONERS ACTION**

**Recommended Motion:**

Motion to accept Financial Report as presented.

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

• **GENERAL FUND**

**UNRESTRICTED FUNDS, AS OF 09/30/2019.**

- \$310,248.14      General Fund (Umpqua Bank \$121,416.95 & LGIP \$188,831.19)
  - \$518.71           Petty Cash
  - \$1,300.00        Cash on Hand (RV Park, Fuel Dock and Office Drawers)
- \$312,066.85      UNRESTRICTED FUNDS, 30-Day reserve amount needed \$181,789 (without depreciation)**
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**RESTRICTED FUNDS, AS OF 09/30/2019.**

**Capital Projects Fund**

- \$10,578.95      FEMA PW319 Basin 1 Piling Project – Project completed.

**Debt Service Fund LGIP**

- \$18,792.52      Debt Service Fund \$72,500 Quarterly (IFA Business Oregon) Payment due December 31, 2019

**Debt Service Fund Umpqua Bank**

- \$2,505.96
- Monthly (Travel Lift Lease)  
                Payment due 22<sup>nd</sup> of each month –Next payment due October 22, 2019
- Monthly (2018 Genie Reach Forklift)  
                Payment due 15<sup>th</sup> of each month – Next payment due October 15, 2019

**Revenue Bond Fund**

- \$133,218.05      Revenue Bond Fund \$143,132 Year (\$13,012 must remain in fund)  
                                USDA Loan - \$130,120, payment due Nov 6, 2019

**Reserve Fund**

- \$64,717.60

**\$229,813.08      RESTRICTED FUNDS, AS OF 09/30/2019.**

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- **\$312,066.85      UNRESTRICTED FUNDS**
- **\$229,813.08      RESTRICTED FUNDS**

**TOTAL CURRENT CASH & CASH EQUIVALENTS \$541,879.93**



# PORT of BROOKINGS HARBOR

## FINANCE DEBT MONTHLY REPORT

**Date:** October 15, 2019  
**Period:** September 2019  
**To:** Gary Dehlinger, General Manager  
**Issued By:** Kim Boom, Financial Officer

### Debt Service Payments

- IFA
  - L98004/Basin 2 Dock Improvement  
PRINCIPAL BALANCE ...\$105,963.17    INTEREST BALANCE...\$312,338.92
  - X03004/Eureka Fishery-Property Improvement  
PRINCIPAL BALANCE ...\$196,767.18    INTEREST BALANCE...\$197,881.55
  - 520139/Boardwalk  
PRINCIPAL BALANCE ...\$56,901.77    INTEREST BALANCE...\$175,540.26
  - 525172/RV Park Improvement  
PRINCIPAL BALANCE ...\$119,732.13    INTEREST BALANCE...\$138,594.25
  - 525176/Green Bldg.  
PRINCIPAL BALANCE ...\$277,108.49    INTEREST BALANCE...\$263,665.71
  - 525181/Eureka Fishery-Property Purchase  
PRINCIPAL BALANCE ...\$183,909.82    INTEREST BALANCE...\$347,562.39
  - L02001/Marine Fueling Dock  
PRINCIPAL BALANCE ...\$178,939.56    INTEREST BALANCE...\$240,371.49
  - L02009/Cold Storage  
PRINCIPAL BALANCE ...\$725,224.34    INTEREST BALANCE...\$1,025,118.15
- IFA TOTAL PRINCIPLE BALANCE as of June 30, 2019...\$1,844,546.45
- IFA TOTAL ACCURED INTEREST as of June 30, 2019...\$3,045,171.28
- Travelift - \$4659.00 paid to m2Lease  
BALANCE...\$203,772.40
- 2018 Genie Reach Forklift - \$1464.71 paid to Umpqua Bank  
BALANCE...\$80,929.28
- Land Purchase – paid to Kyle Aubin/Tidewaters \$72.00  
BALANCE... \$14,976.00

Port of Brookings Harbor  
Profit & Loss  
September 2019

	Sep 19
<b>Income</b>	
<b>400 · REVENUES</b>	
<b>410 · GENERAL REVENUES</b>	
10412 · Property Tax Current	512.97
10413 · Property Tax Prior	526.32
10414 · Interest General Fund	315.58
10418 · Miscellaneous	68.17
10419 · Transfer to General Fund	64,733.99
20414 · Interest Revenue Bond Fund	272.17
20419 · Transfer to USDA Bond Fund	10,843.00
30414 · Interest Debt Service Fund	121.10
30419 · Transfer to Debt Service Fund	30,291.71
40416 · Government Funding	
40416.1 · Grant Funding	63,810.75
<b>Total 40416 · Government Funding</b>	<b>63,810.75</b>
50414 · Interest Reserve Fund	133.15
50419 · Transfer to Reserve Fund	10,437.00
<b>Total 410 · GENERAL REVENUES</b>	<b>182,065.91</b>
<b>420 · PROGRAM REVENUES</b>	
10421 · MARINA	
10421.2 · Moorage	
10421.3 · Commercial Slip Rent	8,713.70
10421.4 · Recreational Slip Rent	23,898.26
10421.5 · Transient	3,416.24
10421.6 · Liveaboard	412.50
10421.7 · Balance Forward	1,520.42
10421.2 · Moorage - Other	2,200.00
<b>Total 10421.2 · Moorage</b>	<b>40,161.12</b>
10421.8 · Storage	6,652.26
10421 · MARINA - Other	1,648.00
<b>Total 10421 · MARINA</b>	<b>48,461.38</b>
10421.9 · Administration Fees	190.92
10422 · BEACHFRONT RV PARK	
10422.1 · Space Rental	56,445.67
10422.2 · Wood Sales	205.00
10422.3 · Other Sales	40.00
10422 · BEACHFRONT RV PARK - Other	65.99
<b>Total 10422 · BEACHFRONT RV PARK</b>	<b>56,756.66</b>
10423 · BOATYARD	6,696.64
10424 · COMMERCIAL RETAIL	
10424.2 · Balance Forward	-407.26
10424 · COMMERCIAL RETAIL - Other	39,858.29
<b>Total 10424 · COMMERCIAL RETAIL</b>	<b>39,451.03</b>
10425 · FUEL DOCK	149,458.57
10426 · PROPERTY GROUND EVENT USE	727.38
<b>Total 420 · PROGRAM REVENUES</b>	<b>301,742.58</b>
<b>Total 400 · REVENUES</b>	<b>483,808.49</b>
<b>Total Income</b>	<b>483,808.49</b>
<b>Gross Profit</b>	<b>483,808.49</b>

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

	Sep 19
<b>Expense</b>	
<b>500 · PERSONNEL SERVICES</b>	
10501 · Port Manager	6,058.08
10502 · Port Office Staff	9,585.80
10503 · RV Park Office Staff	2,911.15
10504 · Operations Staff	19,240.70
10505 · Overtime	
10505.1 · Office	162.01
10505.2 · Operations	625.24
<b>Total 10505 · Overtime</b>	<b>787.25</b>
<b>10506 · Payroll Taxes/Costs/Benefits</b>	
10506.1 · Paid Holidays	1,417.76
10506.2 · Sick Leave Benefit	602.49
10506.3 · Vacation	1,167.08
10506.4 · Bereavement Leave/Jury Duty	115.36
10506.5 · SEP Retirement	
10506.6 · Office	1,185.87
10506.7 · Operations	1,564.06
10506.8 · Port Manager	605.80
<b>Total 10506.5 · SEP Retirement</b>	<b>3,355.73</b>
<b>10506 · Payroll Taxes/Costs/Benefits - Other</b>	<b>4,137.47</b>
<b>Total 10506 · Payroll Taxes/Costs/Benefits</b>	<b>10,795.89</b>
<b>10509 · Health Care and Dental</b>	<b>7,163.64</b>
<b>Total 500 · PERSONNEL SERVICES</b>	<b>56,542.51</b>
<b>600 · MATERIALS &amp; SERVICES</b>	
10601 · ADVERTISING & NOTIFICATIONS	1,198.15
10602 · REPAIRS & MAINTENANCE	
10602.1 · Maintenance & Repairs	29,789.86
10602.2 · Services/Supplies/Contracts	23,100.17
10602.3 · Tools & Equipment Purchases	3,718.78
10602.4 · Supplies & Services	32.37
<b>Total 10602 · REPAIRS &amp; MAINTENANCE</b>	<b>56,641.18</b>
10603 · FUEL purchased for resale	141,111.91
10605 · UTILITIES	
10605.2 · Water, Sanitary & Waste	20,362.23
10605.3 · Telecommunications & Cable TV	1,698.15
10605 · UTILITIES - Other	41.05
<b>Total 10605 · UTILITIES</b>	<b>22,101.43</b>
10606 · OFFICE EXPENSE	2,111.73
10607 · BANK SERVICE & FINANCE FEES	4,745.38
10608 · TRAINING & TRAVEL	21.83
10609 · PERMITS, LICENSES, TAXES & MISC	137.00
10610 · INSURANCE; PROP & CAS, BOND	140.00
10611 · PROFESSIONAL FEES	
10611.4 · Engineering/Consultant	5,050.00
10611.5 · Architecture & Planning	574.75
10611 · PROFESSIONAL FEES - Other	3,652.52
<b>Total 10611 · PROFESSIONAL FEES</b>	<b>9,277.27</b>
<b>Total 600 · MATERIALS &amp; SERVICES</b>	<b>237,485.88</b>

Port of Brookings Harbor  
Profit & Loss  
September 2019

	Sep 19
<b>800 · DEBT SERVICE</b>	
<b>801 · Principal</b>	
<b>30802P · IFA PRINCIPAL</b>	
30802.1 · OBDD #520139/Boardwalk Prin	3,793.46
30802.2 · OBDD #525172/RV Park Prin.	3,420.92
30802.3 · OBDD #525176/Green Bldg Prn	6,024.09
30802.4 · OBDD #525181/EurekaFish Prn	3,912.98
30802.5 · SPWF #L02009/Cold Strg Prin	19,084.86
30802.7 · SPWF L98004/Dock Impr Prin	26,395.84
30802.8 · SPWF L02001/MarineFuel Dock Prn	5,262.92
30802.9 · SPWF X03004/Eureka Fishery Prin	4,684.93
<b>Total 30802P · IFA PRINCIPAL</b>	<b>72,580.00</b>
30803P · 50 BFMII Travelift Principal	3,679.99
30804P · 2018 Genie Forklift Principal	1,041.20
30805P · Property Purch-Kyle Aubin Prin.	72.00
<b>Total 801 · Principal</b>	<b>77,373.19</b>
<b>810 · Interest Payments</b>	
30813P · 50 BFMII Travelift Interest	979.01
30814P · 2018 Genie Forklift Interest	423.51
<b>Total 810 · Interest Payments</b>	<b>1,402.52</b>
<b>Total 800 · DEBT SERVICE</b>	<b>78,775.71</b>
<b>900 · Operating Transfers Out</b>	
10900 · Operating Transfers Out General	51,571.71
40900 · Operating Transfers Out Capital	64,733.99
<b>Total 900 · Operating Transfers Out</b>	<b>116,305.70</b>
<b>Total Expense</b>	<b>489,109.80</b>
<b>Net Income</b>	<b>-5,301.31</b>

**Port of Brookings Harbor**  
**Profit & Loss Budget Performance**  
 July through September 2019

	<u>Jul - Sep 19</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Jul - Sep 19</u>
<b>400 · REVENUES</b>				
<b>410 · GENERAL REVENUES</b>				
10411 · Cash Carry Over	0.00	546,386.00	0.0%	0.00
10412 · Property Tax Current	2,665.63	225,000.00	1.19%	2,665.63
10413 · Property Tax Prior	1,717.04	9,000.00	19.08%	1,717.04
10414 · Interest General Fund	719.87	7,304.00	9.86%	719.87
10417 · Assets Sales	100.00	5,066.00	1.97%	100.00
10418 · Miscellaneous	-11.83	20,657.00	-0.06%	-11.83
10419 · Transfer to General Fund	71,405.47			71,405.47
20414 · Interest Revenue Bond Fund	791.38	700.00	113.05%	791.38
20419 · Transfer to USDA Bond Fund	32,529.00	130,120.00	25.0%	32,529.00
30414 · Interest Debt Service Fund	368.69	600.00	61.45%	368.69
30419 · Transfer to Debt Service Fund	90,875.13	363,748.00	24.98%	90,875.13
40416 · Government Funding				
40416.1 · Grant Funding	68,635.75	4,785.00	1,434.39%	68,635.75
<b>Total 40416 · Government Funding</b>	<u>68,635.75</u>	<u>4,785.00</u>	<u>1,434.39%</u>	<u>68,635.75</u>
40419 · Transfer to Capital Project	1,101.83			1,101.83
50414 · Interest Reserve Fund	354.28			354.28
50419 · Transfer to Reserve Fund	31,271.00	125,000.00	25.02%	31,271.00
<b>Total 410 · GENERAL REVENUES</b>	<u>302,523.24</u>	<u>1,438,366.00</u>	<u>21.03%</u>	<u>302,523.24</u>
<b>420 · PROGRAM REVENUES</b>				
<b>10421 · MARINA</b>				
<b>10421.2 · Moorage</b>				
10421.3 · Commercial Slip Rent	28,867.81			28,867.81
10421.4 · Recreational Slip Rent	107,985.61			107,985.61
10421.5 · Transient	11,823.29			11,823.29
10421.6 · Liveaboard	412.50			412.50
10421.7 · Balance Forward	35,342.64			35,342.64
10421.2 · Moorage - Other	2,500.00			2,500.00
<b>Total 10421.2 · Moorage</b>	<u>186,931.85</u>			<u>186,931.85</u>
10421.8 · Storage	17,265.27			17,265.27
10421 · MARINA - Other	11,778.72	654,707.00	1.8%	11,778.72
<b>Total 10421 · MARINA</b>	<u>215,975.84</u>	<u>654,707.00</u>	<u>32.99%</u>	<u>215,975.84</u>
10421.9 · Administration Fees	315.92			315.92
<b>10422 · BEACHFRONT RV PARK</b>				
10422.1 · Space Rental	249,079.67			249,079.67
10422.2 · Wood Sales	1,020.00			1,020.00
10422.3 · Other Sales	215.00			215.00
10422 · BEACHFRONT RV PARK - Other	65.99	556,869.00	0.01%	65.99
<b>Total 10422 · BEACHFRONT RV PARK</b>	<u>250,380.66</u>	<u>556,869.00</u>	<u>44.96%</u>	<u>250,380.66</u>
10423 · BOATYARD	19,180.88	93,974.00	20.41%	19,180.88

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**Port of Brookings Harbor**  
**Profit & Loss Budget Performance**  
July through September 2019

	<u>Jul - Sep 19</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Jul - Sep 19</u>
<b>10424 · COMMERCIAL RETAIL</b>				
10424.2 · Balance Forward	13,092.72			13,092.72
10424 · COMMERCIAL RETAIL - Other	109,328.67	519,402.00	21.05%	109,328.67
<b>Total 10424 · COMMERCIAL RETAIL</b>	<b>122,421.39</b>	<b>519,402.00</b>	<b>23.57%</b>	<b>122,421.39</b>
<b>10425 · FUEL DOCK</b>	<b>422,755.50</b>	<b>581,596.00</b>	<b>72.69%</b>	<b>422,755.50</b>
<b>10426 · PROPERTY GROUND EVENT USE</b>	<b>5,067.38</b>	<b>8,926.00</b>	<b>56.77%</b>	<b>5,067.38</b>
<b>Total 420 · PROGRAM REVENUES</b>	<b>1,036,097.57</b>	<b>2,415,474.00</b>	<b>42.89%</b>	<b>1,036,097.57</b>
<b>Total 400 · REVENUES</b>	<b>1,338,620.81</b>	<b>3,853,840.00</b>	<b>34.74%</b>	<b>1,338,620.81</b>
<b>Total Income</b>	<b>1,338,620.81</b>	<b>3,853,840.00</b>	<b>34.74%</b>	<b>1,338,620.81</b>
<b>Gross Profit</b>	<b>1,338,620.81</b>	<b>3,853,840.00</b>	<b>34.74%</b>	<b>1,338,620.81</b>
<b>Expense</b>				
<b>500 · PERSONNEL SERVICES</b>				
10501 · Port Manager	21,203.28	84,018.00	25.24%	21,203.28
10502 · Port Office Staff	34,812.53	153,838.00	22.63%	34,812.53
10503 · RV Park Office Staff	9,763.85	46,585.00	20.96%	9,763.85
10504 · Operations Staff	70,339.44	248,578.00	28.3%	70,339.44
10505 · Overtime				
10505.1 · Office	1,201.21			1,201.21
10505.2 · Operations	1,539.16			1,539.16
10505 · Overtime - Other	0.00	10,828.00	0.0%	0.00
<b>Total 10505 · Overtime</b>	<b>2,740.37</b>	<b>10,828.00</b>	<b>25.31%</b>	<b>2,740.37</b>
10506 · Payroll Taxes/Costs/Benefits				
10506.1 · Paid Holidays	2,587.52			2,587.52
10506.2 · Sick Leave Benefit	1,595.20			1,595.20
10506.3 · Vacation	3,865.06			3,865.06
10506.4 · Bereavement Leave/Jury Duty	115.36			115.36
10506.5 · SEP Retirement				
10506.6 · Office	4,232.73			4,232.73
10506.7 · Operations	5,332.17			5,332.17
10506.8 · Port Manager	2,224.15			2,224.15
<b>Total 10506.5 · SEP Retirement</b>	<b>11,789.05</b>			<b>11,789.05</b>
10506.9 · Personal Vehicle Allowance	1,038.50			1,038.50
10507 · Payroll Taxes	6,480.84			6,480.84
10506 · Payroll Taxes/Costs/Benefits - Other	8,392.88	157,710.00	5.32%	8,392.88
<b>Total 10506 · Payroll Taxes/Costs/Benefits</b>	<b>35,864.41</b>	<b>157,710.00</b>	<b>22.74%</b>	<b>35,864.41</b>
10508 · Workers Compensation	15,447.61	14,205.00	108.75%	15,447.61
10509 · Health Care and Dental	22,125.39	85,964.00	25.74%	22,125.39
<b>Total 500 · PERSONNEL SERVICES</b>	<b>212,296.88</b>	<b>801,726.00</b>	<b>26.48%</b>	<b>212,296.88</b>
<b>600 · MATERIALS &amp; SERVICES</b>				
10601 · ADVERTISING & NOTIFICATIONS	2,356.42	12,928.00	18.23%	2,356.42
10602 · REPAIRS & MAINTENANCE				
10602.1 · Maintenance & Repairs	87,247.86			87,247.86

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**Port of Brookings Harbor**  
**Profit & Loss Budget Performance**  
July through September 2019

	<u>Jul - Sep 19</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Jul - Sep 19</u>
10602.2 · Services/Supplies/Contracts	72,871.20			72,871.20
10602.3 · Tools & Equipment Purchases	11,139.18			11,139.18
10602.4 · Supplies & Services	296.72			296.72
10602 · REPAIRS & MAINTENANCE - Other	0.00	323,780.00	0.0%	0.00
<b>Total 10602 · REPAIRS &amp; MAINTENANCE</b>	<b>171,554.96</b>	<b>323,780.00</b>	<b>52.99%</b>	<b>171,554.96</b>
10603 · FUEL purchased for resale	362,497.15	492,132.00	73.66%	362,497.15
10604 · DISPOSAL of Abandon Vessels	0.00	40,000.00	0.0%	0.00
<b>10605 · UTILITIES</b>				
10605.1 · Electric & Propane Gas	21,522.88			21,522.88
10605.2 · Water, Sanitary & Waste	52,680.83			52,680.83
10605.3 · Telecommunications & Cable TV	5,258.26			5,258.26
10605 · UTILITIES - Other	122.64	281,292.00	0.04%	122.64
<b>Total 10605 · UTILITIES</b>	<b>79,584.61</b>	<b>281,292.00</b>	<b>28.29%</b>	<b>79,584.61</b>
10606 · OFFICE EXPENSE	9,523.98	34,365.00	27.71%	9,523.98
10607 · BANK SERVICE & FINANCE FEES	13,891.33	28,804.00	48.23%	13,891.33
10608 · TRAINING & TRAVEL	688.33	2,629.00	26.18%	688.33
<b>10609 · PERMITS, LICENSES, TAXES &amp; MISC</b>				
10609.1 · Lodging Taxes	2,248.93			2,248.93
10609 · PERMITS, LICENSES, TAXES & MISC - Other	929.02	29,317.00	3.17%	929.02
<b>Total 10609 · PERMITS, LICENSES, TAXES &amp; MISC</b>	<b>3,177.95</b>	<b>29,317.00</b>	<b>10.84%</b>	<b>3,177.95</b>
10610 · INSURANCE; PROP & CAS, BOND	34,363.60	83,940.00	40.94%	34,363.60
<b>10611 · PROFESSIONAL FEES</b>				
10611.2 · Attorney	988.00			988.00
10611.4 · Engineering/Consultant	12,400.00			12,400.00
10611.5 · Architecture & Planning	3,162.50			3,162.50
10611 · PROFESSIONAL FEES - Other	9,796.38	142,570.00	6.87%	9,796.38
<b>Total 10611 · PROFESSIONAL FEES</b>	<b>26,346.88</b>	<b>142,570.00</b>	<b>18.48%</b>	<b>26,346.88</b>
40602 · Repairs, Maintenance, Supplies	211.83			211.83
40611 · Engineering/Consultants	890.00			890.00
<b>Total 600 · MATERIALS &amp; SERVICES</b>	<b>705,087.04</b>	<b>1,471,757.00</b>	<b>47.91%</b>	<b>705,087.04</b>
<b>700 · CAPITAL OUTLAY</b>				
10702 · Land Improvements	0.00	90,000.00	0.0%	0.00
10704 · Equipment	24,924.41	25,000.00	99.7%	24,924.41
40702 · Land Improvement - Capt Proj	0.00	4,785.00	0.0%	0.00
<b>Total 700 · CAPITAL OUTLAY</b>	<b>24,924.41</b>	<b>119,785.00</b>	<b>20.81%</b>	<b>24,924.41</b>
<b>800 · DEBT SERVICE</b>				
<b>801 · Principal</b>				
20801 · USDA Revenue Bond Principal	0.00	72,487.00	0.0%	0.00
<b>30802P · IFA PRINCIPAL</b>				
30802.1 · OBDD #520139/Boardwalk Prin	3,793.46			3,793.46
30802.2 · OBDD #525172/RV Park Prin.	3,420.92			3,420.92
30802.3 · OBDD #525176/Green Bldg Prn	6,024.09			6,024.09

**Port of Brookings Harbor**  
**Profit & Loss Budget Performance**  
 July through September 2019

	<u>Jul - Sep 19</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Jul - Sep 19</u>
30802.4 · OBDD #525181/EurekaFish Prn	3,912.98			3,912.98
30802.5 · SPWF #L02009/Cold Strg Prin	19,084.86			19,084.86
30802.7 · SPWF L98004/Dock Impr Prin	26,395.84			26,395.84
30802.8 · SPWF L02001/MarineFuel Dock Prn	5,262.92			5,262.92
30802.9 · SPWF X03004/Eureka Fishery Prin	4,684.93			4,684.93
30802P · IFA PRINCIPAL - Other	0.00	290,000.00	0.0%	0.00
<b>Total 30802P · IFA PRINCIPAL</b>	<u>72,580.00</u>	<u>290,000.00</u>	<u>25.03%</u>	<u>72,580.00</u>
30803P · 50 BFMII Travelift Principal	11,020.76	45,202.00	24.38%	11,020.76
30804P · 2018 Genie Forklift Principal	3,121.16	12,803.00	24.38%	3,121.16
30805P · Property Purch-Kyle Aubin Prin.	216.00	864.00	25.0%	216.00
<b>Total 801 · Principal</b>	<u>86,937.92</u>	<u>421,356.00</u>	<u>20.63%</u>	<u>86,937.92</u>
<b>810 · Interest Payments</b>				
20810 · USDA Revenue Bond Interest	0.00	57,633.00	0.0%	0.00
30813P · 50 BFMII Travelift Interest	2,956.24	10,706.00	27.61%	2,956.24
30814P · 2018 Genie Forklift Interest	1,272.97	4,773.00	26.67%	1,272.97
<b>Total 810 · Interest Payments</b>	<u>4,229.21</u>	<u>73,112.00</u>	<u>5.79%</u>	<u>4,229.21</u>
<b>Total 800 · DEBT SERVICE</b>	<u>91,167.13</u>	<u>494,468.00</u>	<u>18.44%</u>	<u>91,167.13</u>
<b>900 · Operating Transfers Out</b>				
10900 · Operating Transfers Out General	155,776.96	618,868.00	25.17%	155,776.96
40900 · Operating Transfers Out Capital	71,405.47			71,405.47
<b>Total 900 · Operating Transfers Out</b>	<u>227,182.43</u>	<u>618,868.00</u>	<u>36.71%</u>	<u>227,182.43</u>
<b>920 · OPERATING CONTINGENCY</b>	<u>0.00</u>	<u>10,149.00</u>	<u>0.0%</u>	<u>0.00</u>
<b>930 · Fund Balances</b>				
10930 · Unappropriated Balance GF	0.00	40,000.00	0.0%	0.00
20930 · Unappropriated Balance-USDA	0.00	99,095.00	0.0%	0.00
30930 · Unappropriated Balance Debt	0.00	23,602.00	0.0%	0.00
40930 · Unappropriated Balance Capt Pro	0.00	25,000.00	0.0%	0.00
50930 · Unappropriated Balance Reserve	0.00	149,390.00	0.0%	0.00
<b>Total 930 · Fund Balances</b>	<u>0.00</u>	<u>337,087.00</u>	<u>0.0%</u>	<u>0.00</u>
<b>Total Expense</b>	<u>1,260,657.89</u>	<u>3,853,840.00</u>	<u>32.71%</u>	<u>1,260,657.89</u>
<b>Net Income</b>	<u>77,962.92</u>	<u>0.00</u>	<u>100.0%</u>	<u>77,962.92</u>

Port of Brookings Harbor  
Check Registers

As of September 30, 2019

Type	Num	Date	Name	Memo	Debit	Credit	Balance
<b>100 - UNRESTRICTED CASH &amp; EQUIVALENTS</b>							
<b>101 - GENERAL FUND CHECKING &amp; LGIP</b>							
10103 - General Funds Ckg Umpqua 3634							
Check		09/20/2019		FEE BASED ACTIVITY FOR 08/2019			-465,099.59
Bill Pmt -Check	DEBIT	09/05/2019	Tyree Oil, Inc	CUSTOMER # 7611262 FUEL PURCHASES		20.45	-465,120.04
Bill Pmt -Check	DEBIT	09/05/2019	Tyree Oil, Inc	Account # 56851 Fuel Purchase			-589,613.36
Bill Pmt -Check	DEBIT	09/07/2019	Carson	CUSTOMER # 7611262 FUEL PURCHASES		17,298.87	-606,912.23
Check	DEBIT	09/03/2019	Elavon	AUGUST 2019 MERCHANT SERVICE FEE ACCT#873		852.49	-607,764.72
Check	DEBIT	09/03/2019	Elavon	AUGUST 2019 MERCHANT SERVICE FEE ACCT#873 Veniek Boat Launch		116.83	-607,881.55
Check	DEBIT	09/03/2019	Elavon	AUGUST 2019 MERCHANT SERVICE FEE ACCT#802		1,985.93	-609,867.48
Check	DEBIT	09/03/2019	Elavon	AUGUST 2019 MERCHANT SERVICE FEE ACCT#951		1,769.48	-611,636.96
Bill Pmt -Check	DEBIT	09/13/2019	Carson	CUSTOMER # 7611262 FUEL PURCHASES		10,860.03	-622,496.99
Bill Pmt -Check	DEBIT	09/14/2019	Tyree Oil, Inc	Account # 56851 Fuel Purchase		12,435.62	-634,932.61
Check	DEBIT	09/06/2019	ADP	Advice of Debit #541411655 Payroll Date: 08/28/2019		142.71	-635,075.32
Bill Pmt -Check	DEBIT	09/17/2019	Tyree Oil, Inc	Account # 56851 Fuel Purchase		19,216.00	-654,291.32
Bill Pmt -Check	DEBIT	09/18/2019	Tyree Oil, Inc	Account # 56851 Fuel Purchase		3,601.50	-657,892.82
Bill Pmt -Check	DEBIT	09/18/2019	Tyree Oil, Inc	Account # 56851 Fuel Purchase		10,812.50	-668,705.32
Check	DEBIT	09/16/2019	Edward Jones	Employer Contribution 09/11/2019 ConfirmationPHMT2-ZDFMV		173.06	-668,878.38
Check	DEBIT	09/11/2019	Edward Jones	Employer Contribution 09/11/2019 ConfirmationPHMT2-ZDBR9		185.60	-669,063.98
Check	DEBIT	09/11/2019	Edward Jones	Employer Contribution 09/11/2019 ConfirmationPHMT2-Z07F9		330.52	-669,394.50
Check	DEBIT	09/11/2019	Edward Jones	Employer Contribution 09/11/2019 ConfirmationPHMT2-ZDST1		302.90	-669,697.40
Check	DEBIT	09/11/2019	US Bank Sep-IRA	Employer Contribution 09/11/2019 ConfirmationPHMT2-Z0P24		194.75	-669,892.15
Check	DEBIT	09/11/2019	TD Ameritrade	Employer Contribution 09/11/2019 ConfirmationPHMT2-Z0P24		160.65	-670,052.80
Check	DEBIT	09/11/2019	Edward Jones	Employer Contribution 09/11/2019 ConfirmationPHMT2-ZDJJK		123.36	-670,176.16
Check	DEBIT	09/11/2019	Edward Jones	Employer Contribution 09/11/2019 ConfirmationPHMT2-ZYVHS		157.35	-670,333.51
Check	DEBIT	09/11/2019	Edward Jones	Employer Contribution 09/11/2019 ConfirmationPHMT2-Z02KF		277.20	-670,610.71
Check	DEBIT	09/11/2019	Edward Jones	Employer Contribution 09/11/2019 ConfirmationPHMT2-Z0MGC		18,618.02	-689,228.73
Bill Pmt -Check	DEBIT	09/21/2019	Carson	CUSTOMER # 7611262 FUEL PURCHASES		18,500.36	-707,736.85
Bill Pmt -Check	DEBIT	09/24/2019	Carson	CUSTOMER # 7611262 FUEL PURCHASES		19,291.90	-727,028.75
Check	DEBIT	09/26/2019	Tyree Oil, Inc	Account # 56851 Fuel Purchase		133.81	-727,162.56
Check	DEBIT	09/20/2019	ADP	Advice of Debit #542233781 Payroll Date: 09/08/2019		415.41	-727,577.97
Check	DEBIT	09/15/2019	Plitney Bowes Global Lease	LEASE ACCT#0017098499 Lease invoice#3308912057 Billing Period: 06/30/2019 - 09/29/2019		117.09	-727,695.06
Check	DEBIT	09/25/2019	Edward Jones	Employer Contribution 09/25/2019 ConfirmationPK21D-0HQH9		185.29	-727,880.35
Check	DEBIT	09/25/2019	Edward Jones	Employer Contribution 09/25/2019 ConfirmationPK21D-QJRJ3		127.34	-728,007.69
Check	DEBIT	09/25/2019	Edward Jones	Employer Contribution 09/25/2019 ConfirmationPK21D-QJX09		189.32	-728,197.01
Check	DEBIT	09/25/2019	Edward Jones	Employer Contribution 09/25/2019 ConfirmationPK21D-0K0H9		143.92	-728,340.93
Check	DEBIT	09/25/2019	Edward Jones	Employer Contribution 09/25/2019 ConfirmationPK21D-0K489		144.78	-728,485.71
Check	DEBIT	09/25/2019	Edward Jones	Employer Contribution 09/25/2019 ConfirmationPK21D-0K848		277.20	-728,762.91
Check	DEBIT	09/25/2019	TD Ameritrade	Employer Contribution 09/25/2019 ConfirmationPK21D-0K2XK		192.50	-728,955.41
Check	DEBIT	09/25/2019	US Bank Sep-IRA	Employer Contribution 09/25/2019 ConfirmationPK21D-0K6Z6		302.90	-729,258.31
Check	DEBIT	09/27/2019	Edward Jones	Employer Contribution 09/25/2019 ConfirmationPK21D-0K0JG		600.00	-729,858.31
General Journal	PAY 9/11	09/11/2019		Rec 09/11/2019 payroll		16,374.23	-746,232.54
General Journal	TAX 9/11	09/11/2019		Rec 09/11/2019 payroll		6,737.81	-752,970.35
General Journal	RES 9/18	09/18/2019		Transfer to Reserve Fund for Sale of Assets July 1, 2019 - September 18, 2019 - Total receiv...		20.00	-752,990.35
General Journal	DEBT 9/5/19	09/05/2019		Transfer to Debt Service Fund for Travelift Payment		4,659.00	-757,649.35
General Journal	DEBT 9/5/19	09/05/2019		Transfer to Debt Service Fund for Fork Lift Payment		1,464.71	-759,114.06
General Journal	IFA 9/5/19	09/05/2019		Transfer to IFA Debt Service for 3rd Qtr 2019 Pmt		24,168.00	-783,282.06
General Journal	PAY 9/25/19	09/25/2019		Rec 09/25/2019 payroll		15,878.97	-809,160.93
General Journal	RES 9/5/19	09/05/2019		Transfer to Reserve Fund		10,417.00	-819,577.93
General Journal	TAX 9/25/19	09/25/2019		Rec 09/25/2019 payroll		6,470.37	-826,048.30
General Journal	USCG9/24/19	09/24/2019		SEPT 2019 USCG LEASE Pmt	923.24		-826,971.54
General Journal	USDA 9/5/19	09/05/2019		To transfer to USDA Revenue Bond Fund for November 2019 Payment		10,843.00	-837,814.54
Bill Pmt -Check	9437	09/04/2019	Kerr's Ace Hardware Inc	Customer#56 Hardware Supplies		241.68	-838,056.22
Bill Pmt -Check	9438	09/04/2019	Aquarius Environmental, LLC	Account#56 Industrial Permit Stormwater Pollution control Plan		897.00	-838,953.22
Bill Pmt -Check	9439	09/04/2019	BLHART	Account #931481 Water & Supplies		73.37	-839,026.59
Bill Pmt -Check	9440	09/04/2019	BOARDWALK MAIL SERVICE	UPS Ground tracking#1ZA96V8/0397714308-Ship gate latch boxes to Quality Fence for gal...		10.90	-839,037.49
Bill Pmt -Check	9441	09/04/2019	Country Media, Inc.	ACCT# 816180 Curry Coastal Pilot Notices		369.40	-839,406.89
Bill Pmt -Check	9442	09/04/2019	Curry County Business License	Curry County Business License 2019-2020 expires 6/30/2020		100.00	-839,506.89
Bill Pmt -Check	9443	09/04/2019	EMC-Engineers/Scientists, LLC	Engineering Services to develop seawall designs for RV Park area		3,690.00	-843,196.89
Bill Pmt -Check	9444	09/04/2019	Eastenal Industrial Supplies	Customer No.0RBK00013 Toiletries & Supplies		144.70	-843,341.59
Bill Pmt -Check	9445	09/04/2019	Gold Beach Lumber Yard, Inc.	Account #776 4-1/2" M18 FUEL GRINDER & Shovels		259.93	-843,601.52
Bill Pmt -Check	9446	09/04/2019	Gowman Electric, Inc.	Electrical Repairs		250.58	-843,852.10
Bill Pmt -Check	9447	09/04/2019	Grizzly Fence & Construction LLC	9/3/2019 - Labor & Materials to repair fence west side of cal house at the boatyard		1,890.00	-845,742.10
Bill Pmt -Check	9448	09/04/2019	Harbor Sanitary District	Reimbursement for Lodging - SDAO Training Medford 8/21/2019 - Inn at the Commons Rese...		52.19	-845,794.29
Bill Pmt -Check	9449	09/04/2019	Harbor Sanitary District	AUGUST 2019 Sanitary Bill		8,439.74	-854,234.03

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Type	Num	Date	Name	Memo	Debit	Credit	Balance
Bill Pmt-Check	9450	09/04/2019	Holly's Handyman, LLC	8/30/19 - 8/31/2019 Trapping Services - Raccoon		200.00	-852,827.45
Bill Pmt-Check	9451	09/04/2019	Industrial Steel & Supply Co. Inc.	Steel pipe for posts around lightposts		1,137.15	-853,964.60
Bill Pmt-Check	9452	09/04/2019	South Coast Knight Security	Security Patrol for August 2019		4,256.00	-858,220.60
Bill Pmt-Check	9453	09/04/2019	Strahm's Sealcoat & Striping, Inc.	Sealcoat & Striping Commercial Retail Parking Lot		20,000.00	-878,220.60
Check	9454	09/05/2019	Hantung, Sharon	Reimbursement for Mileage - SDAO Training Medford 8/21/2019		72.50	-878,293.10
Bill Pmt-Check	9455	09/05/2019	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		259.90	-878,553.00
Bill Pmt-Check	9456	09/11/2019	BI-WART	Account #931481 Water & Supplies		59.97	-878,612.97
Bill Pmt-Check	9457	09/11/2019	Curry Transfer & Recycling	Account #2040-2434-001 Trash Dumpsters		7,846.47	-886,459.44
Bill Pmt-Check	9458	09/12/2019	Del-Cur Supply Co-op	WATER/RAIN RUNOFF CONTROL		279.64	-886,739.08
Bill Pmt-Check	9459	09/12/2019	Gowman Electric, Inc.	Electrical Repairs Work on Retail Suite 102 & 103 Renovation		915.00	-887,654.08
Bill Pmt-Check	9460	09/12/2019	Harbor Water District P.U.D.	7/20 - 8/20 SERVICE/WATER BILL		2,828.02	-890,482.10
Bill Pmt-Check	9461	09/12/2019	Holly's Handyman, LLC	9/4/19 Trapping Services - Raccoon		200.00	-890,682.10
Bill Pmt-Check	9462	09/12/2019	In-Motion Graphics and Design, LLC	EQ#3714 2019 Utility Trailer Logo and Install		40.00	-890,722.10
Bill Pmt-Check	9463	09/12/2019	Roto Rooter	Acct#2940-522445 Sanitary Billing Period		1,248.00	-891,970.10
Bill Pmt-Check	9464	09/12/2019	Spec Dist Assoc of OR- Healthcare	Customer # 03-0016414 - HEALTHCARE PREMIUM		7,798.11	-899,768.21
Bill Pmt-Check	9465	09/12/2019	Spec Dist Assoc of OR- Prop & Cas	Policy#31P16414-203 Customer ID: 01-16414 - 2019 PROPERTY & CASUALTY POLICY		140.00	-899,908.21
Bill Pmt-Check	9466	09/12/2019	Xerox Capital Services LLC	Copier Leases and Maintenance		1,089.52	-900,997.73
Bill Pmt-Check	9467	09/12/2019	Engineering Resource Services LLC	Demolition Survey of RV Park Restroom Building #1		1,870.00	-902,867.73
Check	9468	09/24/2019	Rogue Credit Union	ACCT #306-89 CREDIT CARD#8593 Statement Period: 08/24/19-09/23/19		7,810.05	-910,677.78
Check	9469	09/24/2019	Dunn, Jonathan	Key/Cards Deposit - Refund for returned key		20.00	-910,697.78
Bill Pmt-Check	9470	09/24/2019	bio-MED Testing Services, Inc.	Non-DOT Post Accident Test - Nicholas Oliphant		40.00	-910,737.78
Bill Pmt-Check	9471	09/24/2019	Brookings Signs & Graphics	"Welcome to the Port" - 3 signs		1,875.00	-912,612.78
Bill Pmt-Check	9472	09/24/2019	Cherco Drywall Inc.	Drywall Repairs at Site #102 and 103		350.00	-912,962.78
Bill Pmt-Check	9473	09/24/2019	City of Brookings	Cherco River Gauging Station 1001/2018 thru 09/30/2019 the total was 10,869.00 our share...		2,722.25	-915,685.03
Bill Pmt-Check	9474	09/24/2019	Country Media, Inc.	CUST# 38747 Curry Coastal Pilot Notices		828.75	-916,513.78
Bill Pmt-Check	9475	09/24/2019	CrowClay & Associates, Inc	Architectural Services August Services RV Park Reconstruction Project		574.75	-917,088.53
Bill Pmt-Check	9476	09/24/2019	EMC-Engineers/Scientists, LLC	Defining Review of 2019 INFRA Grant Application USDOT Grant Review		1,360.00	-918,448.53
Bill Pmt-Check	9477	09/24/2019	Fastenal Industrial Supplies	Customer No. ORBRK0013 Toiletries & Supplies		168.05	-918,616.58
Bill Pmt-Check	9478	09/24/2019	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Supplies & Materials		20.97	-918,637.55
Bill Pmt-Check	9479	09/24/2019	Gowman Electric, Inc.	Electrical Repairs		1,310.58	-919,948.13
Bill Pmt-Check	9480	09/24/2019	Harbor View Windows, Heating & Air	Repair HVAC System at Ste#102 & 103		932.90	-920,881.03
Bill Pmt-Check	9481	09/24/2019	Holly's Handyman, LLC	9/9-9/13 Trapping Services - Raccoon		250.00	-921,131.03
Bill Pmt-Check	9482	09/24/2019	Kerr's Ace Hardware Inc	Customer#156 Hardware Supplies		1,303.13	-922,434.16
Bill Pmt-Check	9483	09/24/2019	Papa Material Handling	Customer No. 1070715 - 7/15/2019-SERVICE IC LIFT TRUCK - EQ#3710 Genie Reach Fork...		598.02	-923,032.18
Bill Pmt-Check	9484	09/24/2019	Quality Fence Company	Prefab Gates to secure Basin II sport ramps		2,140.00	-925,172.18
Bill Pmt-Check	9485	09/24/2019	Quill Corporation	ACCT#1932158 Office Supplies		510.45	-925,682.63
Bill Pmt-Check	9486	09/24/2019	Roberts & Associates Land Surveying, ...	Marking Property Line on Lower Harbor Rd Right of Way for Fencing at secured boat storage...		470.00	-926,152.63
Bill Pmt-Check	9487	09/24/2019	Tank Testers, LLC	9/3/2019-Check calibration for Fuel Pumps		307.50	-926,460.13
Bill Pmt-Check	9488	09/24/2019	Two Guys	9/13/2019 Delivery of security gates from Quality Fence to the Port		100.00	-926,560.13
Bill Pmt-Check	9489	09/24/2019	S-R Excavation, LLC	Catch Basin and Manhole Repair at Commercial Retail Parking Lot		8,927.00	-935,487.13
					923.24	346,797.01	-935,487.13
						0.20	124,300.77
					63,810.75		124,300.57
						0.20	188,111.32
					63,810.75		188,111.32
					64,733.99		-747,375.81
						5.00	213.00
					20.00		208.00
						25.00	188.00
					64,733.99		-747,187.81
						5.00	253,584.25
						20.00	13,747.55
						25.00	2,511.43
						25.00	2,511.43

Total 10103 General Funds Ctg Umppqua 3634  
 10105 - General Fund LGIP 6017  
 Check DEBIT 09/03/2019  
 General Journal PA Pmt#6 09/18/2019  
 Total 10105 General Fund LGIP 6017  
 Total 101 - GENERAL FUND CHECKING & LGIP  
 10101 - Petty Cash  
 Check cash 09/16/2019  
 Check Cash 09/03/2019  
 Total 10101 Petty Cash  
 Total 100 UNRESTRICTED CASH & EQUIVALENTS  
 110 - RESTRICTED CASH & EQUIVALENTS  
 104 - RESTRICTED MONEY MKT & CHECKING  
 20104 - USDA BOND Umppqua MM 9529  
 Total 20104 USDA BOND Umppqua MM 9529

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Type	Num	Date	Name	Memo	Debit	Credit	Balance
30104 - Debt Service Umpqua MM 8627							
Check	DEBIT	09/17/2019	Umpqua Bank/Loan#747041620	Genie Reach Forklift Loan#747041620 Payment #19		1,464.71	2,503.65
Check	DEBIT	09/23/2019	m2 Lease LLC	Customer #1107104 Loan#110561 Pmt #35 - 50 BFMI Travelift		4,658.00	1,038.94
General Journal	DEBIT	09/05/2019		Transfer to Debt Service Fund for Travelift Payment	4,658.00		-3,620.06
General Journal	DEBIT	09/05/2019		Transfer to Debt Service Fund for Fork Lift Payment	1,464.71		1,038.94
Total 30104	Debt Service Umpqua MM 8627				6,123.71	6,123.71	2,503.65
40104 - Capital Projects Umpqua 8018							
General Journal	PA Pmt#6	09/18/2019		PAY NO. INV# - Doc No. VP421967 DR4258 PW319 Basin 1 Piling Project	63,810.75		8,732.47
General Journal	PA Pmt#6	09/18/2019		PAY NO. INV# - Doc No. VP421967 DR4258 PW319 Basin 1 Piling Project		63,810.75	72,543.22
General Journal	USCG9/24/19	09/24/2019		SEPT 2019 USCG LEASE Pmt	63,810.75	923.24	8,732.47
Total 40104	Capital Projects Umpqua 8018				64,733.99		7,809.23
Total 104 - RESTRICTED MONEY MKT & CHECKING					69,934.46	70,857.70	12,624.31
105 - RESTRICTED LGIP							
20105 - USDA Bond Fund LGIP 6021							
General Journal	USDA 9/5/19	09/05/2019		To transfer to USDA Revenue Bond Fund for November 2019 Payment	10,843.00		239,836.70
Total 20105 - USDA Bond Fund LGIP 6021					10,843.00	0.00	119,072.24
30105 - IFA Debt Service Fund LGIP 6020							
Check	DEBIT	09/17/2019	Infrastructure Finance Authority	3rd QTR 2019 - Depositor's Acct #1230000433 - REF#2931169 & 2931115		31,080.77	66,838.14
Check	DEBIT	09/17/2019	Infrastructure Finance Authority	3rd QTR 2019-Depositor's Acct#1230000473 REF#2931116,2931119,2931120,2931121		17,151.45	35,757.37
Check	DEBIT	09/17/2019	Infrastructure Finance Authority	3RD QTR 2019-Depositor's Acct#1230000995 REF#2931116		5,262.92	18,605.92
Check	DEBIT	09/17/2019	Infrastructure Finance Authority	3RD QTR 2019-Depositor's Acct#1230001027 REF#		19,084.86	13,343.00
General Journal	IFA 9/5/19	09/05/2019		Transfer to IFA Debt Service for 3rd Qtr 2019 Pmt	24,168.00		-5,741.86
Total 30105	IFA Debt Service Fund LGIP 6020				24,168.00	72,580.00	18,426.14
50105 - Reserve Fund LGIP 6018							
General Journal	RES 9/18	09/18/2019		Transfer to Reserve Fund for Sale of Assets July 1, 2019 - September 18, 2019 - Total receiv...	20.00		53,926.32
General Journal	RES 9/5/19	09/05/2019		Transfer to Reserve Fund	10,417.00		53,946.32
Total 50105	Reserve Fund LGIP 6018				10,437.00	0.00	64,363.32
Total 105 - RESTRICTED LGIP					45,448.00	72,580.00	212,704.70
Total 110 - RESTRICTED CASH & EQUIVALENTS					115,382.46	143,437.70	225,529.01
TOTAL					180,116.46	490,259.91	-521,658.80

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## **PORT MANAGER MONTHLY REPORT**

**Date:** October 15, 2019  
**Period:** September 2019  
**To:** Honorable Board President and Harbor District Board Members  
**Issued By:** Gary Dehlinger, Port Manager

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### **Safety & Security**

Port of Brookings Harbor safety performance recorded no work-related injuries. RV Park host fell in his RV that required medical services. He refused treatment from the medical team, but Port required a doctor's release before rescheduling him for duty.

South Coast Knight Security and Port recorded 17 parking violations, 6 no camping, 3 unauthorized visitors, 1 maintenance report and 1 found item on Port properties. September Security Log attached for your review.

Port recorded 3 incidents in September. September Incident Log attached for your review.

### **Port Office**

Port is still waiting on DEQ 1200-Z final review. Once Port receives final approval, Stormwater Pollution Control Plan will be implemented.

Travis and I met with Mike Crow with Crow/Clay & Associates to review RV Park new restroom and pull-thru sites project as Phase I to develop plans and to review Phase II remodel of RV Park. After the meeting with Mike Crow, we stopped by Port of Charleston to see their Port and spoke to their Harbormaster and maintenance manager.

Port had another power outage that lasted 5 or 6 hours. Port commissioner meeting was rescheduled to the following week. Port office, retail center and fuel dock were down until power returned. The main restroom sewer tank almost overflowed from running water. Port staff will be looking into a small backup generator for the fuel dock and main restroom sewer pump.

Business Oregon will not stop the Port getting more debt for the new restroom at the RV Park. They suggested the Port to shop for a private loan first because we would get better rates. If we run into any problems getting a private loan, Business Oregon would help.

Business Oregon requested a description of work, work schedule and cost estimate for the Marine Fuel Dock Station. Reviewed description, schedule and cost estimate with Jack Akin/ EMC Engineering and provided preliminary information to Business Oregon. Some of this information will be used for the contract between the Port and Business Oregon. Contract should be ready for review late October.

Attend Curry County Natural Hazard Mitigation Plan (NHMP) update meeting at City of Brookings. Port Commissioner Ken Range and Sharon Hartung attended the meeting. Curry County is in the development stage of NHMP. The meeting was an overview of the County's plan and all sub jurisdictions. Estimated time frame to complete the NHMP is about two years

from now. The Port's NHMP could be integrated into the County's NHMP at that time, but there are costs associated in administration. Port will need to decide later, if this would be a benefit to join County NHMP. I did request to add a project for sedimentation cleanout structures for all culverts entering Port property. NHMP must be updated every five years. Port NHMP was approved by FEMA April 2018.

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

FEMA completed a site inspection for the Feb 24, 2019 storm related damages. Port cost estimates for the storm related damages were provided to FEMA. Estimated repair costs for Basin 2 slope is \$870,000. Fuel Dock Ramp / Bridge repair is \$220,000. Dredging 8,000 cubic yards is \$511,000. All cost estimates were reviewed with Jack Akin/EMC Engineering prior to submitting. These estimated repair costs if approved by FEMA will be applied to rebuilding the slopes and fuel dock if the Port receives Pre-Disaster Mitigation grants.

FEMA Program Delivery Manager completed the Scope Recovery Meeting for the April 6, 2019 storm event. Damages under this storm includes 32,000 cubic yards of dredging in the entire harbor basins.

#### **Other Grants**

Jack Akin and I took part in the INFRA Grant debriefing to learn about the Port application. Meeting was very good. Our grant had a few flaws that prevented it from getting to the consideration stage. Benefit Cost Analysis had too much economic approach. We had a low innovation rating and we missed a statement about accepting 10% discount if construction schedules were not achieved. The reviewers also felt the Port lacked construction readiness, not enough information on permitting, environmental study, USACE, etc.

Another thing we learned, USDOT BUILD Grant, could be a better grant to go after for our size of project and have a better chance of award. Both grants use the same type of criteria reviews, so what has been done is not a total loss.

Waiting for the official FEMA Pre-Disaster Mitigation Grant window to open in October.

#### **Events**

Saturday Market continued throughout the month using half the boardwalk.

Raining Cats and Dogs held their event on the Kite Field.

Brookings Oktoberfest on the Boardwalk held their event on half of the boardwalk and courtyard area.

Met with Chetco Brewing regarding next year's Saturday Market. They asked about just setting up just their business and not handling all the other vendors.

#	Date	Reported By	Issue Type	Location	Vehicle Plate	Notes
396	09/01/19	SCKS	Trash Overflowing	RV Park		
397	09/02/19	SCKS	Overnight Parking	Commercial Basin	045KVT	
398	09/02/19	SCKS	Overnight Parking	Commercial Basin	6CTL953	
399	09/05/19	SCKS	No Camping	Retail Parking Lot	VYE316	
400	09/05/19	SCKS	Unauthorized Visitor	Retail Parking Lot		
401	09/05/19	SCKS	Unauthorized Visitor	Commercial Basin		Washing clothes in restroom
402	09/06/19	SCKS	Overnight Parking	RV Park	225KBA	
403	09/05/19	SCKS	No Camping	Retail Parking Lot	8Z30862	
404	09/07/19	SCKS	Overnight Parking	Commercial Basin	710JJP	
405	09/07/19	SCKS	Overnight Parking	Commercial Basin	8H37082	
406	09/10/19	SCKS	Overnight Parking	Commercial Basin	823BBT	
407	09/10/19	SCKS	Overnight Parking	Commercial Basin	710JJP	
408	09/11/19	SCKS	No Camping	Kite Field	ARB0148	
409	09/11/19	SCKS	No Camping	Commercial Basin	907CFN	
410	09/12/19	SCKS	No Camping	RV Park	7ZYD93	
411	09/12/19	SCKS	Overnight Parking	Kite Field	015DQZ	
412	09/14/19	SCKS	Overnight Parking	RV Park	814LDP	
413	09/15/19	SCKS	Overnight Parking	RV Park	BQH5036	
414	09/20/19	SCKS	Unauthorized Visitor	Retail Parking Lot		
415	09/20/19	SCKS	Emergency EMT Call	RV Park		Park Host - Site 26
416	09/23/19	POBH	Parking Violation	Trailer Storage	4BJ9357	
417	09/24/19	SCKS	Overnight Parking	Commercial Basin	BPH4954	
418	09/24/19	SCKS	Overnight Parking	Retail Parking Lot	HC20319	
419	09/25/19	SCKS	Overnight Parking	RV Park	814LDP	
420	09/25/19	SCKS	Overnight Parking	Retail Parking Lot	280FCB	
421	09/26/19	SCKS	No Camping	RV Park	8CQM372	
422	09/27/19	SCKS	Found Item	RV Park		Cooler on Beach
423	09/28/19	SCKS	Overnight Parking	RV Park	396G44	Brokedown car
424	09/29/19	SCKS	Overnight Parking	Retail Parking Lot	HD31608	



#	Date	Description of Incident	Location	Corrective Actions
69	09/05/19	RV tried to pull into site before check-in time also had smashed window was told check-in was at 1pm and window would need to be repaired, driver yelled profanities aimed at Port employee and speed off	RV Park	None
70	09/10/19	Lock cut off electric panel box, believed by customer to have been done by the Port	Basin 2, G 12	Locks may need to be removed if maintenance is required to access the panel
71	09/20/19	Pedestrian walking on O-Dock tripped and fell over uneven dock	Basin 2, O-Dock Slip 19-20	Reported incident to insurance, repair was made to dock the next day, the gap was less than 1".



## HARBORMASTER MONTHLY REPORT

**Date:** October 15, 2019  
**Period:** September 2019  
**To:** Gary Dehlinger, General Manager  
**Issued By:** Travis Webster, Harbormaster

### Operations

- **RV Park**

Occupancy was comparable to last year. Only small repairs were made throughout the month. I did a walk through with our contracted electrician to identify meter locations and what sites were ran from those locations. Gary and I also met with our RV park architect about planning for our new bathroom and pull through sites.

#### Occupancy by Month & Year

September	2018	2019	Change	YTD 2018	YTD 2019	Change
RV Park	48.97%	45.36%	-3.61%	37.93%	31.57%	- 6.36%

- **Marina**

Basin 1 – Quarterly dock inspections were completed on all docks in Basin 1. Work orders will be made for small repairs throughout the next month.

Basin 2 -Port employees continue to issue warning tags on dock violations in basin 2. Quarterly dock inspections were completed on all docks in Basin2. Maintenance completed 3 dock repairs in various areas to correct broken wailers and loose docks. Signs warning patrons regarding our liveaboard policy taking place October 1 were placed at the top of each ramp. Anyone staying on their vessel, (sailboat, cabin cruiser, yacht, fishing vessel, etc.) for more than 3 consecutive days in a 7 day period must come register as a liveaboard.

To all recreational vessels. Your vessel must be registered with the Oregon State Marine Board if you moor in Oregon for more than 60 days. Your sticker must be placed in a visible spot on your vessel unless your vessel in exempt from doing so. Notices have been sent to anyone that has not registered.

Max Capacity – 512 slips		Slips Closed – 14 slips		Available Slips – 498 slips	
Basin 2 239 slips	Water and Power Available	Basin 1 273 slips	With Power Available	Without Power Available	
	10 – 24’ slips 0 – 40’ slips 0 – 35’ slips		0 - 40’ slips 3 – 30’ slips	9 – 40’ slips 7 – 30’ slips 96 - slips under 22’	

Moorage Renewals by Month				Total Moorage Rentals		
September	2018	2019	Change	YTD 2018	YTD 2019	Change
Recreational	15	60	45	272	400	128

<b>Commercial</b>	<b>11</b>	<b>6</b>	<b>-5</b>			
<b>Transient</b>	<b>19</b>	<b>16</b>	<b>-4</b>	<b>85</b>	<b>96</b>	<b>11</b>

**Boat Launches Paid through Launch Machine**

<b>Boat Launch</b>		<b>350</b>				
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- Gear & Boat/Trailer Storage**

Weekly inventory of all gear storage, boat storage and trailer storage. Materials have been ordered to expand the boat storage between Seal Cove Reality and the Motorcycle shop. This project will be done by Port employees.

**Commercial Receiving Docks**

Quarterly commercial dock inspections were completed. All docks have drainage issues and will need additional catch basins and infrastructure in the future. Work orders were made for small repairs and verbal notices to some tenants to make fixes.

**Boat Yard**

Port staff has completed our new oil dump location. It is inside and covered to eliminate any possible oil returning to the water. We purchased a new waste oil tank that is to today's standard.

Travel Lift work included 5 boats with various types of maintenance work.

Forklift work included 3 jobs for the commercial fleet.

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

<b>Description</b>	<b>Hours</b>	<b>Quantity</b>	<b>Working</b>	<b>Abandon</b>
<b>Reachlift (Forklift)</b>	<b>3.5</b>	<b>3</b>		
<b>Travel Lift Haul Ins-Outs</b>		<b>10</b>		
<b>Vessels in Boat Yard</b>			<b>6</b>	<b>7</b>

- Maintenance Crew**

Maintenance crew completed 44 work orders. Please see attached log for descriptions.

Painting of the second retail building is completed. Port staff completed all repairs in the newly rented retail space. (Pithitude)

Retail parking lot asphalt overlay in areas that need to be fixed is completed with money saved from previous projects. Sealcoating of retail parking lot is completed and will be striped in early October as weather permits. Port also had replacement courtyard lights put in to enhance visibility and security.

**Abandoned Boats**

- |                    |                  |
|--------------------|------------------|
| 1. Sweet Genevieve | 5. Gypsy Lee     |
| 2. Katish          | 6. Stella        |
| 3. 4 play          | 7. Kanygo 289938 |
| 4. No-Yo           |                  |

**WORK ORDERS LOG**  
**Port Of Brookings Harbor**  
**September 2019**

Date	Location	Description of Work	Corrective Action	Date Completed	Completed By
9/1/19	RV Park, Site 39	Replace loose fence board	Done	9/1/19	Brent
9/3/19	Retail Womens Bathroom	Sink is malfunctioning	Reattached & tightened faucet	9/3/19	Brent
9/4/19	Basins 1 & 2, several slips	Check if slips are vacant or occupied	1 still occupied-Dianna to followup	9/4/19	Danielle
9/4/19	Basin 1, several slips	Check if slips are vacant or occupied	All vessels have checked out	9/4/19	Danielle
9/3/19	Trailer Parking, Space 3/4	Crab line/trash dumped into space	Removed debri/cleaned up space	9/4/19	Brent
9/5/19	Comm. Basin Restroom	Womens shower has cold water	Tested and functioning properly	9/5/19	Brent
9/4/19	RV Park	Change wifi password	Done	9/8/19	Sean
9/11/19	Retail Area Parking Lot	Speedbumps holding water	Created a channel for water to escape. Also weeded the island adjacent to speedbump.	9/11/19	Brent
9/11/19	Pacific Ocean Harvestors	Repair leakng faucet in main kitchen	Fixed leaking faucet	9/11/19	Brent
9/1/19	RV Park, Golf Cart	Windshield fell off, it's in the office	Replaced windshield & missing bolts	9/11/19	Brent
9/12/19	Retail Area - Hungry Clam and Tidewinds	Boards are loose around propane tanks near Tidewinds	Boards tightened/screwed back on	9/12/19	Danielle
9/12/19	Old Port Office	Heating and Air Vent	Has been repaired	9/12/19	Brent
9/12/19	Man-Basket on Forklift	Find and replace pin	Pin has been replaced	9/12/19	Brent
9/11/19	Retail Area: Visitor Center	Remove bushes: deck & ramp	Done	9/13/19	Marian
9/13/19	Retail Area: Slugs n Stones	Weeds in the alley between there & Visitor Center	Removed weeds in alley	9/14/19	Marian
9/16/19	Retail Buildings	Clean Gutters Out	Done	9/16/19	Sean & Cameron
8/27/19	RV Park	Landscaping needs attention	Cut bushes back in pull throughs and weeded the backins	9/16/19	Marian
9/17/19	Retail Area	Septic System Alarm is sounding off	Reset system	9/17/19	Brent
9/17/19	RV Park	TV Listing for sites has jumped up significantly in price	Found least expensive solution and reprogrammed entire park service	9/17/19	Brent
9/16/19	Retail Mens Restroom	New faucet is not completely shutting off	Cleaned faucet, now functioning properly	9/17/19	Brent
9/11/19	Retail: Hungry Clam	Repair electrical outlets in food prep area of kitchen	Fixed by electrician. Notified manager Robert that they damaged the plugs with impacting table, asked not to do so again	9/17/19	Brent
9/18/19	Basin 1, Transient Dock	Sani Sailor sign is on the ground	Attached post to sign & mounted	9/18/19	Brent
9/19/19	Basin 1, F 12	Water leak, connection at T	Tightened connection, leak stopped	9/19/19	Brent
9/19/19	Basin 1, Transient Dock	Water leak, main dock at connection	Cut main line and reattached	9/19/19	Brent
9/20/19	Retail Area	Water flowing through main meter into septic when all businesses are closed.	Found what appears to be failing valve. Stopped water to valve. Will continue monitoring.	9/20/19	Brent
9/20/19	Retail Area	Septic Holding Tank needs skimming	Removed all solids from tank	9/20/19	Brent
9/11/19	Pacific Ocean Harvestors	Leaking faucet in main kitchen area	Repaired faucet	9/20/19	Brent
9/11/19	Retail: Hungry Clam	Broken plumbing under sink	Repaired plumbing	9/20/19	Brent
9/11/19	Retail: Hungry Clam	South Wall of kitchen needs repair	Fixed wall	9/20/19	Brent
9/20/19	Check for Signage	Caution Docks May Be Uneven	Signs placed on all ramps	9/23/19	Cameron
9/23/19	RV Park, Site 87	Not getting any power at pedestal	30 Amp Tested Good, 110 tripped and reset	9/23/19	Brent
9/20/19	Basin 2, O Dock	Uneven walk way on dock	Evened dock, added bolts	9/23/19	Brent
9/23/19	Retail: Boardwalk Mail	Spigot in front of store not working	Filled swamp cooler for Kathy's Corner Market with 50 gal wter	9/23/19	Brent
8/9/19	Basin 2, O Dock	Dock is loose between slip 7 & 8	Tightened bolts	9/23/19	Brent & Cameron
9/20/19	Basin 2, O Dock	Needs a piling hoop	Chain hoop installed w/new bars	9/24/19	Sean & Cameron
9/25/19	Kathy's Corner Market	Needs water filled up ASAP	Done	9/25/19	Brent
9/25/19	Kathy's Corner Market	Pressure relief valve failing on main irrigation system	Seeking solutions, for now filled tank with electric pump	9/25/19	Brent
9/25/19	Basin 2, Q Dock Slip 14/16	Miss Pacific - Damaged Wailers	Fixed and billed	9/25/19	Sean, Shawn & Cameron
9/25/19	Retail Suite 102-103	Tear out remainder of carpet in suite	Done	9/25/19	Sean, Shawn & Cameron
9/25/19	Retail Area Water	Irrigation system	Dug up, fixed, put underground	9/25/19	Travis

9/25/19	Basin 2, P-Q Dock	Trip hazard at bottom of gangway	Cut retainers on bottom flap, releasing flap so it sets level with dock	9/27/19	Brent	41
9/29/19	Basin 1, C 34	Broken water riser	New riser and bib installed	9/29/19	Sean	42
9/30/19	Basin 1, B 11	Needs cleat replaced	Cleat replaced	9/30/19	Sean	43
9/27/19	RV Park, various sites	Cables holding sewer caps are fraying	Removed metal cords from caps	9/30/19	Marian	44

# ACTION ITEM – A

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**DATE:** October 15, 2019  
**RE:** Draft Ordinance No. 24 Dinghies Amendment  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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## OVERVIEW

- This is the second and final reading of Ordinance No. 24 amendment.
- Procedure for adopting, amending or repealing ordinances or regulations:
  1. Publish meeting agenda 4 days before and not more than 10 days.
  2. Ordinance must be read during regular meeting on two different days at least six days apart. The reading of an ordinance shall be full and distinct unless at the meeting:
    - A copy of the ordinance is available for each person who desires a copy; and
    - The board directs that the reading be by title only.
  3. Majority of the members of the district board is required to adopt an ordinance.
- Ordinance amendment takes effect on the 30<sup>th</sup> day after it is adopted.

## DOCUMENTS

- Draft Ordinance No. 24, 1 page

## COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve Ordinance No. 24 Dinghies, reading by title only, amendment to Section 4.34 of Part IV, Specific Rules and Regulations of Ordinance No. 1-1998. An Ordinance of the Board of Commissioners of the Port of Brookings Harbor.

Ordinance No. 24

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

AMENDING ORDINANCE NO. 1 – 1998 REGARDING DINGHIES REGULATIONS

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

WHEREAS, the Board of Commissioners decided it is in the best interest of the Port of Brookings Harbor to establish a policy allowing for the storage of non-motorized watercraft in the marina area.

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

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

Section 2. Amendment. Section 4.34 of Part IV, Specific Rules and Regulations, of Ordinance No. 1-1998 is hereby amended in its entirety to read as follows:

4.34 Non-motorized watercraft such as rowboats, skiffs, dinghies, and rafts under 10ft in length that do not require state boat registration may be stored in a slip assigned to a Port registered vessel. These watercraft may not extend the width of the registered vessel, extend the length of the assigned Port slip, nor may they interfere with the moorage or movement of other vessels in the marina. These watercraft must display the name of the vessel registered with the Port to which they belong and the owner must notify the Port office of said watercraft's location. The watercraft must be covered by the owner's insurance at all times. When not in use, these watercraft must be secured to the dock at all times. There will be no storage of these watercraft on any Port docks or slip fingers. Any watercraft unattached and needing Port assistance will be charged accordingly. Nets, reels, and or other items of equipment shall be stored only in areas designated by the Harbormaster and each item shall bear an identifying mark as to the ownership of the property. Any vessel, items, equipment or gear left without proper storage arrangements will be in violation of the rules and subject to being abated as a nuisance.

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

INTRODUCED on the 24 day of September, 2019.

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

\_\_\_\_\_  
Chair of the Board of Commissioners, Roy Davis

\_\_\_\_\_  
Secretary of the Board of Commissioners, Sharon Hartung

# ACTION ITEM - B

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**DATE:** October 15, 2019  
**RE:** Draft Resolution No. 527 Port Rates Fiscal Year 2019-20 Amendment  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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## OVERVIEW

- Board of Commissioners approved reducing the over-the-dock fueling from \$0.10 per gallon to \$0.06 per gallon effective immediately during the September 24, 2019 Regular Meeting.
- Board of Commissioners approved separating the State and County Lodging tax and adding the tax to the existing base rate for the RV Park during the September 24, 2019 Regular Meeting.
- This draft resolution memorizes the Boards decision. Port Counsel reviewed and approved this resolution.

## DOCUMENTS

- Draft Resolution No. 527 Port Rates for Fiscal Year 2019-20 Amendment, 13 pages

## COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve Draft Resolution No. 527.



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

**RESOLUTION NO. 527**

**A RESOLUTION OF THE PORT OF BROOKINGS HARBOR  
PORT RATES FOR FISCAL YEAR 2019-20 AMENDMENT**

**WHEREAS**, on May 21, 2019, the Port of Brookings Harbor Board of Commissioners approved and adopted Resolution No. 521, setting forth Port Rates for Fiscal Year 2019-20; and

**WHEREAS**, on September 24, 2019, the Port of Brookings Harbor Board of Commissioners voted to amend the rates for over-the-dock fueling to \$0.06 per gallon and to clarify that RV Park rates do not include the State and County lodging taxes, to be effective immediately.

**NOW THEREFORE, BE IT RESOLVED**, that the Port of Brookings Harbor Board of Commissioners does hereby adopt and ratify Exhibit A, attached hereto, Port Rates as amended to reflect the over-the-dock fueling rate of \$0.06 per gallon and clarifying that state and county lodging taxes are not included in RV Park Rates effective as of September 24, 2019.

**APPROVED AND ADOPTED** by the Port of Brookings Harbor Board of Commissioners this \_\_\_\_\_ day of October, 2019.

\_\_\_\_\_  
*Port Commission President*

**ATTEST:**

\_\_\_\_\_  
*Port Commissioner*

# PORT OF BROOKINGS HARBOR RATES

EXHIBIT "A"

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

# PORT OF BROOKINGS HARBOR

## Section 1. Service Rates

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

A. <u>Forklift, 5 ton capacity</u>			
per hour	_____	\$	63.00
B. <u>12 K Telehandler</u>			
per hour	_____	\$	126.00
C. <u>Port Truck</u>			
per hour	_____	\$	63.00
D. <u>Port Boat</u>			
per hour	_____	\$	126.00
E. <u>Boat Pump Out</u>			
per hour	_____	\$	105.00
F. <u>Welding Machine</u>			
per hour	_____	\$	63.00
G. <u>Fueling Over the Dock</u>			
per gallon	_____ <b>Amended September 24, 2019</b>	\$	0.06
H. <u>Pump / Line Service</u>			
per hour	_____	\$	105.00
I. <u>Boat / Trailer Storage</u>			
1) Unsecured Area			
per day	_____	\$	2.00
per month	_____	\$	32.00
2) Secured Area			
per day	_____	\$	3.00
per month	_____	\$	61.00
J. <u>Gear Storage</u>			
per SF per month	_____	\$	0.06
K. <u>Wood Work Barge</u>			
per day	_____	\$	11.00
L. <u>Clean-Up</u>			
Fees will be charged for each man-hour at established rates			
Equipment charges are extra			
M. <u>Disposal Fees</u>			
1) Waste Oil			No Charge
2) Oil-Water Mix	_____ per gallon	\$	0.50
3) Net / Gear Disposal			
per pound	_____	\$	0.17
4) Garbage, per pound	_____	\$	0.12
N. <u>Port Labor</u>			
1) All Port Labor including administration staff			
per hour	_____	\$	100.00
2) Overtime, any service required outside established working hours			
per hour	_____	\$	120.00
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
O. <u>Keys / Cards</u>			
Deposit Fee	_____	\$	20.00
P. <u>Permit to Sell Fish from Boat, per year</u>	_____	\$	158.00

# PORT OF BROOKINGS HARBOR

## Q. Outside Crane Use on Port Property

Crane certification per OR/OSHA and Insurance required per Section 9A (Port approval prior to work)  
 per hour \_\_\_\_\_ \$ 126.00

## Section 2. Boat Yard

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

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

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

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

1) Round Trip, per foot  
 less than 40 foot \_\_\_\_\_ \$ 9.50  
 2) greater than 41 foot \_\_\_\_\_ \$ 11.50  
 3) One Way Trip  
 60% of Round Trip \_\_\_\_\_ Calculate

### B. Remain In Strap, after hour

per hour \_\_\_\_\_ \$ 194.00

### C. Lift to Trailer

per hour \_\_\_\_\_ \$ 194.00

### D. Moving After Being Blocked

per hour \_\_\_\_\_ \$ 194.00

### E. Yard Days

First and last day no charge  
 per foot per day \_\_\_\_\_ \$ 1.00

### F. Boat Wash (pressure washer)

per foot \_\_\_\_\_ \$ 1.50

### G. Scaffolding (if available)

per week \_\_\_\_\_ \$ 173.00

### H. Stepping Mast One Way

per hour Same rate as Section 1 B 12k Telehandler \_\_\_\_\_ \$ 126.00

### I. Boat Stands for Boat Storage

per stand per month \_\_\_\_\_ \$ 13.00

### J. Pole Storage

per month \_\_\_\_\_ \$ 11.00

## Section 3a. Sport Moorage Rate includes 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 utility usage will be charged according.

### A. Moorage Rate includes Power & Water, per linear foot

1) Daily \_\_\_\_\_ \$ 0.65  
 2) Weekly \_\_\_\_\_ \$ 3.88  
 3) Calendar Month \_\_\_\_\_ \$ 11.64  
 4) Semi-Annual \_\_\_\_\_ \$ 26.42  
 5) Annual \_\_\_\_\_ \$ 46.39  
 6) Live aboard. Monthly rate by agreement only.  
 a) First person \_\_\_\_\_ \$ 75.00  
 b) Each additional \_\_\_\_\_ \$ 75.00

### B. Charter Boats

Charter License  
 per person \_\_\_\_\_ \$ 50.00

# PORT OF BROOKINGS HARBOR

## C. Dock Box

Purchase (at cost)      Plus Port labor to install

## D. Line Replacement, Hourly labor rate, half hour minimum

per foot, per time \_\_\_\_\_ \$ 1.00

## E. Launch Fee

1) Daily \_\_\_\_\_ \$ 5.00

## F. Parking Pass

### 1) Annual Parking Pass

a) Jan - June, to remainder of year \_\_\_\_\_ \$ 150.00

b) July - Sept, to remainder of year \_\_\_\_\_ \$ 100.00

c) Oct - Dec, to remainder of year \_\_\_\_\_ \$ 75.00

## Section 3b. Sport Moorage with 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 utility usage will be charged according.

### A. Moorage, per linear foot

1) Daily \_\_\_\_\_ \$ 0.62

2) Weekly \_\_\_\_\_ \$ 3.70

3) Calendar Month \_\_\_\_\_ \$ 11.08

4) Semi-Annual \_\_\_\_\_ \$ 25.16

5) Annual \_\_\_\_\_ \$ 44.18

## Section 3c. Commercial and Charter Rates (includes 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 utility usage will be charged according.

### A. Moorage, per linear foot

1) Daily \_\_\_\_\_ \$ 0.63

2) Weekly \_\_\_\_\_ \$ 3.77

3) Calendar Month \_\_\_\_\_ \$ 11.33

4) Semi-Annual \_\_\_\_\_ \$ 21.67

5) Annual \_\_\_\_\_ \$ 38.10

## 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.

### A. Diesel, ULSD #2 Marine Blend

1) Fuel Rate, plus per gallon \_\_\_\_\_ \$ 0.28

### B. 92 Pre Non Ethanol Gasoline

1) Fuel Rate, plus per gallon \_\_\_\_\_ \$ 1.20

## 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

• Pull thru full hook-up \_\_\_\_\_ \$ 51.00

• Back in full hook-up \_\_\_\_\_ \$ 44.00

• Partial hook-up \_\_\_\_\_ \$ 36.00

#### 2) Weekly

• Pull thru full hook-up \_\_\_\_\_ \$ 306.00

• Back in full hook-up \_\_\_\_\_ \$ 264.00

• Partial hook-up \_\_\_\_\_ \$ 216.00

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

# PORT OF BROOKINGS HARBOR

## 1) Daily

• Pull thru full hook-up	\$	43.00
• Back in full hook-up	\$	37.00
• Partial hook-up	\$	31.00

## 2) Weekly

• Pull thru full hook-up	\$	258.00
• Back in full hook-up	\$	222.00
• Partial hook-up	\$	186.00

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

### 1) Daily

• Pull thru full hook-up	\$	95.00
• Back in full hook-up	\$	84.00
• Partial hook-up	\$	54.00

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

### 1) Daily

• Pull thru full hook-up	\$	55.00
• Back in full hook-up	\$	46.00
• Partial hook-up	\$	38.00

## D. Laundry Machines - Currently not in operation

per-load Closed \$ 2.00

E. Showers Closed \$ 0.50

## Section 6. Commercial Retail

### A. Warehouse - Shop

per square foot \$ 0.53

### B. Warehouse - Storage

per square foot \$ 0.42

### C. Commercial Docks

per square foot \$ 0.66

### D. Surfaced Concrete

per square foot \$ 0.53

### E. Surfaced Asphalt

per square foot \$ 0.32

### F. Retail Center

per square foot \$ 1.130

### G. Bare Ground

per square foot \$ 0.080

### H. Port Meeting Room Suite 202

Flat daily rate from 8am to 8pm \$ 50.00

## Section 7. Fines

A. Failure to pay launch fee \$ 25.00

## Section 8. Administration Fees

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

### A. Public Records Request Fee Schedule

1) Copies of Public Records, Black & White, 8X11, per page \$ 0.25

2) Copies of Sound Recordings \$ 10.00

3) Copies of Port By-Laws, Codes \$ 20.00

**PORT OF BROOKINGS HARBOR**

4) Copies of Nonstandard documents	_____	Time and Materials	
5) Attorney Review	_____	at cost	
<b>B. <u>Research and Computer Time</u></b>			
Written request required. Hourly rate, half-hour minimum, under 15 min not charge	_____	\$	35.00
<b>C. <u>CD Fee if available</u></b>	_____	\$	5.00
<b>D. <u>Faxes/Emails. Per page</u></b>			
1) Local	_____	\$	1.00
2) Long Distance	_____	\$	1.50
3) Incoming	_____	\$	1.00
4) Copies	_____	\$	0.25
<b>E. <u>Long Distance Phone Calls</u></b>	_____	\$	2.00
<b>F. <u>Lamination, per page, letter size</u></b>	_____	\$	2.00
<b>G. <u>Notice Posting. For non-payment of lease or moorage</u></b>	_____	\$	50.00
<b>H. <u>Failure to Register. For research related to unregistered boats</u></b>	_____	\$	25.00
<b>I. <u>Returned Check Fee</u></b>	_____	\$	50.00
<b>J. <u>Per Annum Interest Rate. Applied to past due accounts</u></b>	_____		18%
<b>K. <u>POV Mileage Reimbursement Rate (IRS)</u></b>	_____		Current
<b>L. <u>Impound Seizure Fee. Vessel impounding</u></b>	_____	\$	750.00
<b>M. <u>Property Ground Event Use</u></b>			
1) Boardwalk Retail, per day	_____	\$	315.00
2) Boardwalk Retail / Parking Lot, per day	_____	\$	630.00
3) Kite Field, per day	_____	\$	315.00
4) RV Park Picnic Area, per day	_____	\$	131.25
5) Parking Lot behind Port Office	_____	\$	315.00
6) Parking Lot at Boat Wash	_____	\$	315.00
7) Saturday Market, per vender	_____	\$	10.50
8) Car Shows, per vehicle	_____	\$	5.25
<b>N. <u>Impound Seizure Fee. Car / Truck / Trailer/ RV, plus tow fee</u></b>	_____	\$	250.00
<b>O. <u>Background Check</u></b>	_____	\$	25.00
<b>P. <u>Credit Check</u></b>	_____	\$	35.00
<b>Q. <u>Waiting List Application</u></b>	_____	\$	75.00
1) Annual Renewal	_____	\$	25.00
<b>R. <u>Transfer List</u></b>	_____	\$	25.00

**Section 9. Insurance Certificate Limits**

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

<b>A. <u>Leases / Tenants</u></b>			
1) General Liability, Each Occurrence	_____	\$	2,000,000.00
2) Damage to Rented Premises (each occurrence)	_____	\$	300,000.00
3) Medical Expenses (any one person)	_____	\$	5,000.00
4) Personal and Adverse Injury	_____	\$	2,000,000.00
5) General Aggregate	_____	\$	2,000,000.00
6) Products - Comp/Op Aggregate	_____	\$	2,000,000.00
<b>B. <u>Moorage / Vessels</u></b>			
1) Commercial Vessels			
a. General Liability	_____	\$	500,000.00
2) Recreational Vessels			
a. General Liability	_____	\$	500,000.00
3) Charter / Guide Vessels			
a. General Liability	_____	\$	500,000.00

# APPENDIX A

## SPORT - BASIN 1 and 2

### CALCULATED RATES PER LENGTH

**LIVE ABOARD FEE ADDITIONAL: 1st Person \$75 per month, Each Additional Person \$75.00**

**NOTE:** Rates are based on vessel length or slip length - whichever is greater

Price includes trash, power and shore water

Abuse of utility usage will be charged according.

LENGTH	DAILY	WEEKLY	CALENDAR MONTH	SEMI-ANNUAL	ANNUAL
20	13.00	77.60	232.80	528.40	927.80
21	13.65	81.48	244.44	554.82	974.19
22	14.30	85.36	256.08	581.24	1020.58
23	14.95	89.24	267.72	607.66	1066.97
24	15.60	93.12	279.36	634.08	1113.36
25	16.25	97.00	291.00	660.50	1159.75
26	16.90	100.88	302.64	686.92	1206.14
27	17.55	104.76	314.28	713.34	1252.53
28	18.20	108.64	325.92	739.76	1298.92
29	18.85	112.52	337.56	766.18	1345.31
30	19.50	116.40	349.20	792.60	1391.70
31	20.15	120.28	360.84	819.02	1438.09
32	20.80	124.16	372.48	845.44	1484.48
33	21.45	128.04	384.12	871.86	1530.87
34	22.10	131.92	395.76	898.28	1577.26
35	22.75	135.80	407.40	924.70	1623.65
36	23.40	139.68	419.04	951.12	1670.04
37	24.05	143.56	430.68	977.54	1716.43
38	24.70	147.44	442.32	1003.96	1762.82
39	25.35	151.32	453.96	1030.38	1809.21
40	26.00	155.20	465.60	1056.80	1855.60
41	26.65	159.08	477.24	1083.22	1901.99
42	27.30	162.96	488.88	1109.64	1948.38
43	27.95	166.84	500.52	1136.06	1994.77
44	28.60	170.72	512.16	1162.48	2041.16
45	29.25	174.60	523.80	1188.90	2087.55
46	29.90	178.48	535.44	1215.32	2133.94
47	30.55	182.36	547.08	1241.74	2180.33
48	31.20	186.24	558.72	1268.16	2226.72
49	31.85	190.12	570.36	1294.58	2273.11
50	32.50	194.00	582.00	1321.00	2319.50
51	33.15	197.88	593.64	1347.42	2365.89
52	33.80	201.76	605.28	1373.84	2412.28
53	34.45	205.64	616.92	1400.26	2458.67
54	35.10	209.52	628.56	1426.68	2505.06
55	35.75	213.40	640.20	1453.10	2551.45
56	36.40	217.28	651.84	1479.52	2597.84
57	37.05	221.16	663.48	1505.94	2644.23
58	37.70	225.04	675.12	1532.36	2690.62
59	38.35	228.92	686.76	1558.78	2737.01
60	39.00	232.80	698.40	1585.20	2783.40
61	39.65	236.68	710.04	1611.62	2829.79
62	40.30	240.56	721.68	1638.04	2876.18
63	40.95	244.44	733.32	1664.46	2922.57
64	41.60	248.32	744.96	1690.88	2968.96
65	42.25	252.20	756.60	1717.30	3015.35
66	42.90	256.08	768.24	1743.72	3061.74
67	43.55	259.96	779.88	1770.14	3108.13

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# APPENDIX A

## SPORT - BASIN 1 and 2

### CALCULATED RATES PER LENGTH

**LIVE ABOARD FEE ADDITIONAL: 1st Person \$75 per month, Each Additional Person \$75.00**

**NOTE:** Rates are based on vessel length or slip length - whichever is greater

Price includes trash, power and shore water

Abuse of utility usage will be charged according.

LENGTH	DAILY	WEEKLY	CALENDAR MONTH	SEMI-ANNUAL	ANNUAL
68	44.20	263.84	791.52	1796.56	3154.52
69	44.85	267.72	803.16	1822.98	3200.91
70	45.50	271.60	814.80	1849.40	3247.30
71	46.15	275.48	826.44	1875.82	3293.69
72	46.80	279.36	838.08	1902.24	3340.08
73	47.45	283.24	849.72	1928.66	3386.47
74	48.10	287.12	861.36	1955.08	3432.86
75	48.75	291.00	873.00	1981.50	3479.25
76	49.40	294.88	884.64	2007.92	3525.64
77	50.05	298.76	896.28	2034.34	3572.03
78	50.70	302.64	907.92	2060.76	3618.42
79	51.35	306.52	919.56	2087.18	3664.81
80	52.00	310.40	931.20	2113.60	3711.20
81	52.65	314.28	942.84	2140.02	3757.59
82	53.30	318.16	954.48	2166.44	3803.98
83	53.95	322.04	966.12	2192.86	3850.37
84	54.60	325.92	977.76	2219.28	3896.76
85	55.25	329.80	989.40	2245.70	3943.15
86	55.90	333.68	1001.04	2272.12	3989.54
87	56.55	337.56	1012.68	2298.54	4035.93
88	57.20	341.44	1024.32	2324.96	4082.32
89	57.85	345.32	1035.96	2351.38	4128.71
90	58.50	349.20	1047.60	2377.80	4175.10
91	59.15	353.08	1059.24	2404.22	4221.49
92	59.80	356.96	1070.88	2430.64	4267.88
93	60.45	360.84	1082.52	2457.06	4314.27
94	61.10	364.72	1094.16	2483.48	4360.66
95	61.75	368.60	1105.80	2509.90	4407.05
96	62.40	372.48	1117.44	2536.32	4453.44
97	63.05	376.36	1129.08	2562.74	4499.83
98	63.70	380.24	1140.72	2589.16	4546.22
99	64.35	384.12	1152.36	2615.58	4592.61
100	65.00	388.00	1164.00	2642.00	4639.00

# APPENDIX B

## SPORT - BASIN 1 WATER ONLY

### CALCULATED RATES PER LENGTH

**NOTE:** Rates are based on vessel length or slip length - whichever is greater

Price includes trash and shore water (**No Power**)

Abuse of utility usage will be charged according.

LENGTH	DAILY	WEEKLY	CALENDAR MONTH	SEMI-ANNUAL	ANNUAL
20	12.40	74.00	221.60	503.20	883.60
21	13.02	77.70	232.68	528.36	927.78
22	13.64	81.40	243.76	553.52	971.96
23	14.26	85.10	254.84	578.68	1016.14
24	14.88	88.80	265.92	603.84	1060.32
25	15.50	92.50	277.00	629.00	1104.50
26	16.12	96.20	288.08	654.16	1148.68
27	16.74	99.90	299.16	679.32	1192.86
28	17.36	103.60	310.24	704.48	1237.04
29	17.98	107.30	321.32	729.64	1281.22
30	18.60	111.00	332.40	754.80	1325.40
31	19.22	114.70	343.48	779.96	1369.58
32	19.84	118.40	354.56	805.12	1413.76
33	20.46	122.10	365.64	830.28	1457.94
34	21.08	125.80	376.72	855.44	1502.12
35	21.70	129.50	387.80	880.60	1546.30
36	22.32	133.20	398.88	905.76	1590.48
37	22.94	136.90	409.96	930.92	1634.66
38	23.56	140.60	421.04	956.08	1678.84
39	24.18	144.30	432.12	981.24	1723.02
40	24.80	148.00	443.20	1006.40	1767.20
41	25.42	151.70	454.28	1031.56	1811.38
42	26.04	155.40	465.36	1056.72	1855.56
43	26.66	159.10	476.44	1081.88	1899.74
44	27.28	162.80	487.52	1107.04	1943.92
45	27.90	166.50	498.60	1132.20	1988.10
46	28.52	170.20	509.68	1157.36	2032.28
47	29.14	173.90	520.76	1182.52	2076.46
48	29.76	177.60	531.84	1207.68	2120.64
49	30.38	181.30	542.92	1232.84	2164.82
50	31.00	185.00	554.00	1258.00	2209.00
51	31.62	188.70	565.08	1283.16	2253.18
52	32.24	192.40	576.16	1308.32	2297.36
53	32.86	196.10	587.24	1333.48	2341.54
54	33.48	199.80	598.32	1358.64	2385.72
55	34.10	203.50	609.40	1383.80	2429.90
56	34.72	207.20	620.48	1408.96	2474.08
57	35.34	210.90	631.56	1434.12	2518.26
58	35.96	214.60	642.64	1459.28	2562.44
59	36.58	218.30	653.72	1484.44	2606.62
60	37.20	222.00	664.80	1509.60	2650.80
61	37.82	225.70	675.88	1534.76	2694.98
62	38.44	229.40	686.96	1559.92	2739.16
63	39.06	233.10	698.04	1585.08	2783.34
64	39.68	236.80	709.12	1610.24	2827.52
65	40.30	240.50	720.20	1635.40	2871.70
66	40.92	244.20	731.28	1660.56	2915.88
67	41.54	247.90	742.36	1685.72	2960.06

## APPENDIX B

### SPORT - BASIN 1 WATER ONLY

#### CALCULATED RATES PER LENGTH

**NOTE:** Rates are based on vessel length or slip length - whichever is greater

Price includes trash and shore water (**No Power**)

Abuse of utility usage will be charged according.

LENGTH	DAILY	WEEKLY	CALENDAR MONTH	SEMI-ANNUAL	ANNUAL
68	42.16	251.60	753.44	1710.88	3004.24
69	42.78	255.30	764.52	1736.04	3048.42
70	43.40	259.00	775.60	1761.20	3092.60
71	44.02	262.70	786.68	1786.36	3136.78
72	44.64	266.40	797.76	1811.52	3180.96
73	45.26	270.10	808.84	1836.68	3225.14
74	45.88	273.80	819.92	1861.84	3269.32
75	46.50	277.50	831.00	1887.00	3313.50
76	47.12	281.20	842.08	1912.16	3357.68
77	47.74	284.90	853.16	1937.32	3401.86
78	48.36	288.60	864.24	1962.48	3446.04
79	48.98	292.30	875.32	1987.64	3490.22
80	49.60	296.00	886.40	2012.80	3534.40
81	50.22	299.70	897.48	2037.96	3578.58
82	50.84	303.40	908.56	2063.12	3622.76
83	51.46	307.10	919.64	2088.28	3666.94
84	52.08	310.80	930.72	2113.44	3711.12
85	52.70	314.50	941.80	2138.60	3755.30
86	53.32	318.20	952.88	2163.76	3799.48
87	53.94	321.90	963.96	2188.92	3843.66
88	54.56	325.60	975.04	2214.08	3887.84
89	55.18	329.30	986.12	2239.24	3932.02
90	55.80	333.00	997.20	2264.40	3976.20
91	56.42	336.70	1008.28	2289.56	4020.38
92	57.04	340.40	1019.36	2314.72	4064.56
93	57.66	344.10	1030.44	2339.88	4108.74
94	58.28	347.80	1041.52	2365.04	4152.92
95	58.90	351.50	1052.60	2390.20	4197.10
96	59.52	355.20	1063.68	2415.36	4241.28
97	60.14	358.90	1074.76	2440.52	4285.46
98	60.76	362.60	1085.84	2465.68	4329.64
99	61.38	366.30	1096.92	2490.84	4373.82
100	62.00	370.00	1108.00	2516.00	4418.00

## APPENDIX C

### COMMERCIAL - BASIN 1 and 2

#### CALCULATED RATES PER LENGTH

**LIVE ABOARD FEE ADDITIONAL: 1st Person \$75 per month, Each Additional Person \$75**

**NOTE:** Rates are based on vessel length or slip length - whichever is greater

Price includes trash, power and shore water

Abuse of utility usage will be charged according.

LENGTH	DAILY	WEEKLY	CALENDAR MONTH	SEMI-ANNUAL	ANNUAL
20	12.60	75.40	226.60	433.40	762.00
21	13.23	79.17	237.93	455.07	800.10
22	13.86	82.94	249.26	476.74	838.20
23	14.49	86.71	260.59	498.41	876.30
24	15.12	90.48	271.92	520.08	914.40
25	15.75	94.25	283.25	541.75	952.50
26	16.38	98.02	294.58	563.42	990.60
27	17.01	101.79	305.91	585.09	1028.70
28	17.64	105.56	317.24	606.76	1066.80
29	18.27	109.33	328.57	628.43	1104.90
30	18.90	113.10	339.90	650.10	1143.00
31	19.53	116.87	351.23	671.77	1181.10
32	20.16	120.64	362.56	693.44	1219.20
33	20.79	124.41	373.89	715.11	1257.30
34	21.42	128.18	385.22	736.78	1295.40
35	22.05	131.95	396.55	758.45	1333.50
36	22.68	135.72	407.88	780.12	1371.60
37	23.31	139.49	419.21	801.79	1409.70
38	23.94	143.26	430.54	823.46	1447.80
39	24.57	147.03	441.87	845.13	1485.90
40	25.20	150.80	453.20	866.80	1524.00
41	25.83	154.57	464.53	888.47	1562.10
42	26.46	158.34	475.86	910.14	1600.20
43	27.09	162.11	487.19	931.81	1638.30
44	27.72	165.88	498.52	953.48	1676.40
45	28.35	169.65	509.85	975.15	1714.50
46	28.98	173.42	521.18	996.82	1752.60
47	29.61	177.19	532.51	1018.49	1790.70
48	30.24	180.96	543.84	1040.16	1828.80
49	30.87	184.73	555.17	1061.83	1866.90
50	31.50	188.50	566.50	1083.50	1905.00
51	32.13	192.27	577.83	1105.17	1943.10
52	32.76	196.04	589.16	1126.84	1981.20
53	33.39	199.81	600.49	1148.51	2019.30
54	34.02	203.58	611.82	1170.18	2057.40
55	34.65	207.35	623.15	1191.85	2095.50
56	35.28	211.12	634.48	1213.52	2133.60
57	35.91	214.89	645.81	1235.19	2171.70
58	36.54	218.66	657.14	1256.86	2209.80
59	37.17	222.43	668.47	1278.53	2247.90
60	37.80	226.20	679.80	1300.20	2286.00
61	38.43	229.97	691.13	1321.87	2324.10
62	39.06	233.74	702.46	1343.54	2362.20
63	39.69	237.51	713.79	1365.21	2400.30
64	40.32	241.28	725.12	1386.88	2438.40
65	40.95	245.05	736.45	1408.55	2476.50
66	41.58	248.82	747.78	1430.22	2514.60
67	42.21	252.59	759.11	1451.89	2552.70

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## APPENDIX C

### COMMERCIAL - BASIN 1 and 2

**CALCULATED RATES PER LENGTH**

**LIVE ABOARD FEE ADDITIONAL: 1st Person \$75 per month, Each Additional Person \$75**

**NOTE:** Rates are based on vessel length or slip length - whichever is greater

Price includes trash, power and shore water

Abuse of utility usage will be charged according.

LENGTH	DAILY	WEEKLY	CALENDAR MONTH	SEMI-ANNUAL	ANNUAL
68	42.84	256.36	770.44	1473.56	2590.80
69	43.47	260.13	781.77	1495.23	2628.90
70	44.10	263.90	793.10	1516.90	2667.00
71	44.73	267.67	804.43	1538.57	2705.10
72	45.36	271.44	815.76	1560.24	2743.20
73	45.99	275.21	827.09	1581.91	2781.30
74	46.62	278.98	838.42	1603.58	2819.40
75	47.25	282.75	849.75	1625.25	2857.50
76	47.88	286.52	861.08	1646.92	2895.60
77	48.51	290.29	872.41	1668.59	2933.70
78	49.14	294.06	883.74	1690.26	2971.80
79	49.77	297.83	895.07	1711.93	3009.90
80	50.40	301.60	906.40	1733.60	3048.00
81	51.03	305.37	917.73	1755.27	3086.10
82	51.66	309.14	929.06	1776.94	3124.20
83	52.29	312.91	940.39	1798.61	3162.30
84	52.92	316.68	951.72	1820.28	3200.40
85	53.55	320.45	963.05	1841.95	3238.50
86	54.18	324.22	974.38	1863.62	3276.60
87	54.81	327.99	985.71	1885.29	3314.70
88	55.44	331.76	997.04	1906.96	3352.80
89	56.07	335.53	1008.37	1928.63	3390.90
90	56.70	339.30	1019.70	1950.30	3429.00
91	57.33	343.07	1031.03	1971.97	3467.10
92	57.96	346.84	1042.36	1993.64	3505.20
93	58.59	350.61	1053.69	2015.31	3543.30
94	59.22	354.38	1065.02	2036.98	3581.40
95	59.85	358.15	1076.35	2058.65	3619.50
96	60.48	361.92	1087.68	2080.32	3657.60
97	61.11	365.69	1099.01	2101.99	3695.70
98	61.74	369.46	1110.34	2123.66	3733.80
99	62.37	373.23	1121.67	2145.33	3771.90
100	63.00	377.00	1133.00	2167.00	3810.00

# ACTION ITEM - C

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**DATE:** October 15, 2019  
**RE:** Draft Resolution No. 528 Correcting Resolution Numbers  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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## OVERVIEW

- Resolution No. 525 was used twice inadvertently.
- Resolution No. 528 renumbers Resolutions 525 using A and B as described.
- Port Counsel provided this resolution as a solution to correct the resolution numbering.

## DOCUMENTS

- Draft Resolution No. 528 Correcting Resolution Numbers, 1 page

## COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve Draft Resolution No. 528.

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

**RESOLUTION NO. 528**

**A RESOLUTION OF THE PORT OF BROOKINGS HARBOR  
AMENDING RESOLUTION NUMBERS**

**WHEREAS**, the Port of Brookings Harbor Board of Commissioners adopted the fiscal year 2019-20 budget on June 18, 2019 by way of Resolution No. 525; and

**WHEREAS**, on September 24, 2019, the Port of Brookings Harbor was presented with and adopted a second Resolution No. 525, Amending Public Contracting Rules and Prescribing Rules and Procedures for Public Contracting; and

**WHEREAS**, this Resolution will serve to change the numbers on the resolutions to 525-A and 525-B so as to prevent confusion in the future as to which resolution is being referenced.

**NOW THEREFORE, BE IT RESOLVED**, by the Port of Brookings Harbor Board of Commissioners that:

1. Resolution No. 525 Adopting the Budget for Fiscal Year 2019-20 and adopted by the Board of Commissioners on June 18, 2019 shall be renumbered and referred to as Resolution No. 525-A.
2. Resolution No. 525 Amending Public Contracting Rules and Prescribing Rules and Procedures for Public Contracting and adopted by the Board of Commissioners on September 24, 2019 shall be renumbered as referred to as Resolution No. 525-B.

**ADOPTED** by the Port of Brookings Harbor Board of Commissioners this \_\_\_\_ day of October, 2019.

\_\_\_\_\_  
*Port Commission President*

**ATTEST:**

\_\_\_\_\_  
*Port Commissioner*

**Resolution No. 528**

# ACTION ITEM - D

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**DATE:** October 15, 2019  
**RE:** CBN Lease Extension – Amendment No. 1  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

---

## OVERVIEW

- Barbara Ciaramella requested a (1) one-year lease extension for the space at the main retail boardwalk area.
- Lease would be extended to November 30, 2020 if approved. Option to renegotiate a new lease would end October 31, 2020.
- Section 16 Parking, clarifying the tour bus parking area.
- Port Counsel reviewed and approved the amendment.

## DOCUMENTS

- Draft Lease Amendment No. 1, 2 pages
- Request to extended lease, 1 page

## COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve CBN Lease Amendment No. 1.



**AMENDED AND RESTATED LEASE AGREEMENT  
AMENDMENT NO. 1**

DRAFT

This lease amendment ("Amendment") is entered into by and between the Port of Brookings Harbor ("Landlord") and Barbara Ciaramella dba Brookings-Harbor Visitor & Tour Center, Jewels by the Sea Real Estate, Grotto Snack Bar and Member of CBN Enterprises, LLC ("Tenant") to amend the terms of the Amended and Restated Lease dated March 21, 2017 ("Lease Agreement").

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

A. Lease Term. This lease is hereby extended for one additional year, expiring on November 30, 2020.

B. Option. The option to renegotiate a new agreement is likewise extended under the same terms and conditions as stated in the Lease Agreement with the negotiation to be concluded on or before October 31, 2020.

C. Parking. Paragraph 16 titled "Parking" is amended in its entirety to read as follows:

Landlord reserves the right to reassign the 2 parking spaces provided to Tenant at any time during the period of this lease with thirty (30) days written notice to Tenant and Tenant's consent, which shall not be unreasonably withheld. Landlord shall provide, in the main retail parking lot, two tour bus parking spaces for the benefit of the Landlord and Tenant as shown on Exhibit "B" attached hereto and incorporated herein by this reference.

**2. OTHER TERMS AND CONDITIONS.** All other terms and conditions of the Amended and Restated Lease agreement not in conflict with this Amendment No. 1 remain in full force and effect and remain unaffected hereby.

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

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

<b>PORT OF BROOKINGS-HARBOR, Landlord</b>	<b>BARBARA CIARAMELLA</b> dba Brookings-Harbor Visitor & Tour Center, Jewels by the Sea Real Estate, Grotto Snack Bar and Member of CBN Enterprises, LLC, <b>Tenant</b>
Dated: _____	Dated: _____
By: _____ Board Chairman Roy Davis	By: _____ Barbara Ciaramella
ATTEST:  _____ Commissioner	

Port of Brookings Harbor EXHIBIT "B"  
CBN Amended and Restated Lease Amendment No. 1



**portmanager@portofbrookingsharbor.com**

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**From:** Barbara Ciaramella <rediva2012@gmail.com>  
**Sent:** Wednesday, September 11, 2019 1:06 PM  
**To:** portmanager@portofbrookingsharbor.com  
**Subject:** Lease

Gary,

Thanks for coming by the shop today for your monthly chat. I'm writing you today to request a year extension to my current lease. All terms to remain the same. I'm looking to restructuring in 2020 and will be talking with the Port about that at a later date. Thanks for all you do.

Barbara J. Ciaramella  
Brookings Harbor Visitor & Tour Center  
Jewels by the Sea Real Estate & Vacation Rentals  
Owner / Principal Broker / License #201205730  
16358 Lower Harbor Rd  
Brookings, OR 97415  
541-813-2300  
MAILING ADDRESS: P.O. Box 1103, Brookings, OR 97415  
[rediva2012@gmail.com](mailto:rediva2012@gmail.com)

# ACTION ITEM - E

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**DATE:** October 15, 2019  
**RE:** Joe Speir – Vessel Miss Emilie Lease Extension  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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## OVERVIEW

- Joe Speir requested a (3) three-year lease extension for the space at the boat yard warehouse.
- Lease would be extended to November 1, 2022 if approved. Option to renegotiate a new lease would end September 30, 2022.
- Port Counsel reviewed and approved the amendment.

## DOCUMENTS

- Draft Lease Amendment No. 1, 1 page
- Request for lease extension, 1 page

## COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve Joe Speir – Vessel Miss Emilie Lease Amendment No. 1.

**COMMERCIAL LEASE AGREEMENT  
AMENDMENT NO. 1**

**DRAFT**

This lease amendment ("Amendment") is entered into by and between the Port of Brookings Harbor ("Landlord") and Joe Speir – Vessel Miss Emilie ("Tenant") to amend the terms of the Commercial Lease Agreement dated November 1, 2017 ("Lease Agreement").

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

A. Lease Term. This lease is hereby extended for three additional years, expiring on November 1, 2022.

B. Option. The option to renegotiate a new agreement is likewise extended under the same terms and conditions as stated in the Lease Agreement with the negotiation to be concluded on or before September 30, 2022.

**2. OTHER TERMS AND CONDITIONS.** All other terms and conditions of the Lease Agreement not in conflict with this Amendment No. 1 remain in full force and effect and remain unaffected hereby.

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

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

<b>PORT OF BROOKINGS-HARBOR, Landlord</b>	<b>Joe Speir – Vessel Miss Emilie, Tenant</b>
Dated: _____	Dated: _____
By: _____ Board Chairman Roy Davis	By: _____ Joe Speir
ATTEST:  _____	
Commissioner	

October 4, 2019

I am requesting to extend my Commercial Storage Space lease agreement, located at 16060 Lower Harbor Road, Brookings OR 97415, for another 3 years.

Thank you,

A handwritten signature in black ink that reads "Joseph M. Speir". The signature is written in a cursive style with a large initial "J".

Joseph M. Speir



## **ACTION ITEM – F**

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**DATE:** October 15, 2019  
**RE:** Oregon Emergency Management Contract for DR-4452-OR  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- OEM mailed three identical contracts that need to be signed by the Port in order to receive federal disaster relief funding. This contract could cover storm damage that was created during the April 6, 2019 storm event. The damages claimed under this storm is dredging 32,000 cubic yards of sediment in Basin 1 and 2.
- FEMA is currently working on a work description. Once the work description is completed, a site inspection will take place and then a final work description with cost estimate will be done.
- Once the work descriptions and estimates are completed, the Port should be seeking additional funding through 404 or 406 mitigation as well as FEMA Pre-Disaster Mitigation grant (PDM grant application begin Oct 1).
- The Port may be required to pay 25% of all costs if Business Oregon does not pick up matching.
- Port will seek coverage of matching amounts from State of Oregon.

### DOCUMENTS

- OEM Letter Dated July 15, 2019, 1 page
- OEM Infrastructure Contract 4432-DR-OR, 15 pages

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve OEM Infrastructure Contract DR-4452-OR and allow the Port Manager to sign documents as needed to proceed with FEMA disaster relief repairs.



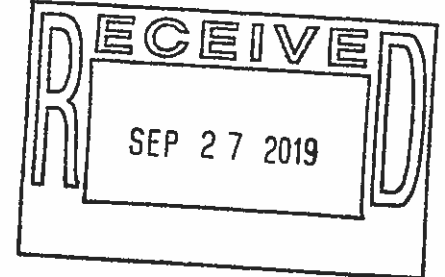
# Oregon

Kate Brown, Governor

**Military Department**  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
Phone: (503) 378-2911  
Fax: (503) 373-7833

September 20, 2019

Gary Dehlinger  
Port of Brookings Harbor  
16330 Lower Harbor Rd, PO Box 848  
Brookings, OR, 97415



RE: FEMA-DR-4452-OR  
PA Port of Brookings Harbor

Dear Mr. Dehlinger,

Enclosed are three copies of the formal contract that will need to be signed by your jurisdiction in order to receive federal disaster relief funding for Public Assistance for DR-4452-OR. This contract is a follow-up to the Request for Public Assistance that your agency has filed with FEMA, and is the official contract by which you will be receiving your disaster assistance.

We would ask that you return these contract copies to our agency as soon as possible as they will need to be signed by both parties before any funding can be processed. The contract will need to be signed by someone with the authority to obligate your jurisdiction (such as an elected official or chief financial officer). **Be sure to fill in the information needed on Pages 10-11.** After both parties have signed the contracts, a copy with original signatures will be returned to you for your records.

In the near future, you will receive a packet including Project Work Sheets (PW) (**example included**), Exhibit A (summary of obligated federal funds) (**example included**), Project Completion and Certification forms (P4 forms), Project Application Summary (P2 forms) and Payment Request Forms.

In addition, you may receive a Statement of Documentation and Final Inspection Report. This report is only necessary with large projects (over \$128,900) that are not 100% complete at the time the PW was written. Please keep these forms for future use.

If you have any questions, please contact me at 503-378-2235.

Sincerely,

Julie Slevin  
State Public Assistance Office



**EXHIBIT A –**

**Information Required by 2 CFR 200.331(a)(1)**

**Federal Award Identification**

1. Subrecipient\* Name (which must match the name associated with 2. Below):
2. Subrecipient's Unique Entity Identifier (i.e. DUNS number):
3. Sub-award Period of Performance Start and End Date:
4. Total Amount of Federal Funds Obligated by this Agreement:
5. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$
6. Name of pass-through entity, and contact information for awarding official of the Pass-through entity:
  - (a) Name of pass-through entity: Oregon Office of Emergency Management
  - (b) Contact Information for Awarding Official of the pass-through entity: Andrew Phelps
7. Federal Award:
  - (a) Federal Award Identification Number (FAIN):
  - (b) Disaster Declaration Date: 7/09/19
  - (c) Incident Period: 4/06-21/19
  - (d) Federal Award Date:
  - (e) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity:
  - (f) Federal Awarding Agency: FEMA \_\_\_\_\_
  - (g) CFDA Number and Name: Public Assistance Grant, 97.036  
Amount: \$
  - (h) Indirect Cost Rate:   0
  - (i) Is Award Research and Development? Yes  No

\*For the purposes of this Exhibit F, "Subrecipient" refers to SUBRECIPIENT and "pass-through entity" refers to the State of Oregon, Office of Emergency Management.

\*\*The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current [federal][state] fiscal year.

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**Exhibit B**

P	
<b>Applicant Name:</b>	<b>Application Title:</b>
<b>Period of Performance Start:</b>	<b>Period of Performance End:</b>

<b>Bundle Reference # (Amendment #)</b>	<b>Date Awarded</b>
---	---------------------

**Subgrant Application - FEMA Form 90-91**

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4258 - DR -OR				
APPLICANT:			WORK COMPLETE AS OF:		
Site 1 of 1					
DAMAGED FACILITY:			COUNTY:		
LOCATION:				LATITUDE:	LONGITUDE:
Current Version:					
DAMAGE DESCRIPTION AND DIMENSIONS:					
SCOPE OF WORK:					
Current Version:					
Does the Scope of Work change the pre-disaster conditions at the site? Yes No			Special Considerations included? Yes No		
Hazard Mitigation proposal included? Yes No			Is there insurance coverage on this facility? Yes No		
PROJECT COST					

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Exhibit B

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
				TOTAL COST	\$
PREPARED BY			TITLE		SIGNATURE
APPLICANT REP.			TITLE		SIGNATURE

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**STATE OF OREGON  
OFFICE OF EMERGENCY MANAGEMENT  
INFRASTRUCTURE CONTRACT 4452-DR-OR**

**1.0 PARTIES TO THIS AGREEMENT**

This Agreement is made and entered into by and between the State of Oregon, by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM" and Port of Brookings Harbor a political subdivision of the State of Oregon, hereinafter referred to as the "SUBRECIPIENT".

This Agreement shall be effective upon execution by the parties and receipt of any approvals required by law and shall terminate on the earlier of: (i) as provided in Section 17 of this Agreement, (ii) the end of the Agreement Period specified below or (iii) June 30, 2027.

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from the Severe Storms, Flooding, Landslides and Mudslides from April 06-21, 2019 and

WHEREAS OEM is authorized by the 2019 FEMA-State Agreement for the 2019 Severe Storms, Flooding, Landslides and Mudslides to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims;

THEREFORE, the Parties mutually agree to the following:

**2.0 PURPOSE**

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 4452-DR-OR ("FEMA Declaration"), OEM is reimbursing the SUBRECIPIENT for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of April 06-21, 2019, in the manner described herein and in accordance with the completed Project Worksheet sheets submitted by SUBRECIPIENT and approved by FEMA and OEM. The parties understand and agree that after the project(s) described in a Project Worksheet is reviewed and approved by FEMA and OEM and determined to be eligible for funding under the FEMA Declaration in terms of an eligible SUBRECIPIENT, project and amount, then the amount(s) set forth in the Project Worksheet will be transferred from FEMA to OEM for disbursement on a reimbursement basis as set forth in this Agreement. For any project(s) that SUBRECIPIENT seeks reimbursement for under the FEMA Declaration, SUBRECIPIENT shall obtain a completed, executed and approved Project Worksheet substantially in the form of the attached Exhibit B.

**3.0 TIME OF PERFORMANCE**

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred on or subsequent to the incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close out and audit, all as detailed in the applicable FEMA application and Project Worksheet. This period shall be referred to as the "Agreement Period."

LED

#### 4.0 CLOSE-OUT

It shall be the responsibility of OEM to issue close-out instructions to the SUBRECIPIENT upon completion of the project(s).

#### 5.0 FUNDING

OEM will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the SUBRECIPIENT which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-4452

-DR-OR and in the Project Worksheet. It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made as Project Worksheets are completed in the field and projects are authorized by state and federal officials. Each Project Worksheet that is completed, signed by FEMA and SUBRECIPIENT, and approved by OEM will constitute a new agreement that consists of the terms and conditions set forth in this Agreement and the completed Project Worksheet. OEM's obligation to disburse funds under this Agreement is contingent upon receipt of sufficient funds under the FEMA Declaration and sufficient appropriation, limitation, allotment or other expenditure authorization to make the disbursement.

The parties understand that FEMA will contribute 75 percent of the eligible project costs identified in the Project Worksheet for any eligible project, that a Subrecipient allowance may be made at the end of a project, subject to FEMA approval of documentation submitted by OEM and as provided for in subsection 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The SUBRECIPIENT will commit and is responsible for providing the required 25 percent match to any eligible project costs identified in the Project Worksheet.

#### 6.0 PAYMENTS

OEM, using funds granted for the purposes of the Presidential Major Disaster Declaration from FEMA and allocated by FEMA pursuant to the applicable Project Worksheet, shall issue payments to the SUBRECIPIENT as follows:

1. Small Projects:
  - a) Small Projects are eligible for funding up to an amount designated by FEMA as provided in 44 CFR 206.205(a). For FEMA-4452-DR-OR, that amount is \$128,900.
  - b) Payments are made for all small projects to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request to OEM, and the subsequent approval by OEM.
2. Large Projects
  - a) Large Projects are eligible for funding in excess of the amount allowed for Large Projects, as provided in 44 CFR 206.205(b).
  - b) Partial Payments: Partial payment of funds for costs already incurred on large projects may be made to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request, with appropriate supporting documentation, to OEM, upon approval by OEM.
  - c) Final Payment: Final payment will be made upon submission by the SUBRECIPIENT of CERTIFICATION OF LARGE PROJECT COST,

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completion of project(s), completion of all final inspections by OEM, and final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by OEM or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.

All payment requests shall be made on a State of Oregon Disaster Assistance Payment Request Form to OEM, which references the appropriate Project Worksheet (PW), and appropriate documentation as required.

3. Funding shall not exceed the total federal contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA-4452-DR-OR and the amount(s) approved in the applicable PW. On Large Projects, OEM reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

#### 7.0 RECORDS MAINTENANCE

The SUBRECIPIENT shall maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by OEM personnel, other personnel duly authorized by OEM, the Secretary of State's Audits Division or the United States Inspector General. The SUBRECIPIENT will retain all books, records, documents, and other material relevant to this Agreement for six years after date of final payment, or an extended period as established by FEMA in 2 CFR § 200.333.

#### 8.0 PROPERTY/EQUIPMENT MANAGEMENT AND RECORDS CONTROL AND RETENTION OF RECORDS and REPORTING

1. Property/Equipment Management and Records Control. The Subrecipient agrees to comply with all requirements set forth in 2 CFR §200.333 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the requirements set forth in 2 CFR §200.313, 314 and 329, and the following requirements:
  - a. All property/equipment purchased under this agreement, whether by the Subrecipient or a subcontractor, will be recorded and maintained in the Subrecipient's property/equipment inventory system.
  - b. The Subrecipient shall maintain property/equipment records that include: a description of the property/equipment, the manufacturer's serial number, model number, or other identification number, the source of the property/equipment, including the, Project Worksheet number, Catalog of Federal Domestic Assistance (CFDA) number, who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost, the location, use and condition of the property/equipment, and any ultimate disposition data including the date of disposition and sale price of the property/equipment.

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- c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
  - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property/equipment. Any loss, damage or theft shall be investigated.
  - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
  - f. If the Subrecipient is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
  - g. The Subrecipient shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants and the Subrecipients who receive pass-through funding from this grant agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the FEMA Public Assistance program shall vest in the Subrecipient agency that purchased the property/equipment, except as may be provided in 2 CFR §200.313.

## 9.0 AUDITS

If Subrecipient expends \$750,000 or more from all federal funding sources during its fiscal year, Subrecipient must submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of Government and Accountability Office's (GAO) Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200.f. The SUBRECIPIENT is to procure, at its own cost, audit services based on the following guidelines:

As applicable, the SUBRECIPIENT must ensure the audit is performed in accordance with Generally Accepted Accounting Principles and Generally Accepted Government Auditing Standards developed by the Comptroller General; and all state and federal laws and regulations governing the program.

The SUBRECIPIENT must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name (OEM), program name, federal catalog number (CFDA-97.036), total award amount, beginning balance, current year revenues, current year expenditures and ending balance. With the submission and completion of each Project Worksheet OEM is required by 2 CFR 200.331 (pursuant to FEMA Public Assistance Program Interim Guidance on 2 C.F.R. Part 200) to complete the information set forth in Exhibit A to this Agreement. SUBRECIPIENT shall submit with each Project Worksheet any information requested by OEM that is necessary to accurately complete Exhibit A.

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The SUBRECIPIENT shall maintain records and accounts in such a way as to facilitate OEM's audit requirements, and shall ensure that Subcontractors also maintain records which are auditable. The SUBRECIPIENT is responsible for any audit exceptions incurred by itself or by its Subcontractors. OEM reserves the right to recover from the SUBRECIPIENT disallowed costs resulting from the final audit.

The SUBRECIPIENT shall send the audit report to OEM's Project Administrator as soon as it is available, but no later than nine months after the end of the SUBRECIPIENT's fiscal year in which SUBRECIPIENT receives any funds under this Agreement. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT will respond to OEM's requests for information or corrective action concerning audit issues within 30 days of the request.

The SUBRECIPIENT shall include these requirements in any subcontracts.

#### 10.0 RECOVERY OF FUNDS

In the event that the SUBRECIPIENT fails to complete the project(s), fails to expend or is overpaid federal funds in accordance with federal or state disaster assistance laws or programs, or is found by audit or investigation to owe funds to the State or to FEMA, OEM reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the SUBRECIPIENT of funds under this recovery provision shall occur within 30 days of demand. In the event that OEM is required to initiate legal proceedings to enforce this recovery provision, OEM shall be entitled to its costs thereof, including reasonable attorney fees.

The SUBRECIPIENT shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further the SUBRECIPIENT shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the SUBRECIPIENT obtains recovery from a responsible party, the SUBRECIPIENT shall first be reimbursed its reasonable costs of litigation from such recovered funds. The SUBRECIPIENT shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

#### 11.0 CONFLICT OF INTEREST

The SUBRECIPIENT will prohibit any employee, governing body, contractor, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244. In addition, SUBRECIPIENT must disclose in a timely manner and in writing to OEM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the funds provided under this Agreement as provided in 2 CFR § 200.113.

#### 12.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

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### 13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the SUBRECIPIENT either in whole or in part.

### 14.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the SUBRECIPIENT subcontracts for engineering services, the SUBRECIPIENT shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the SUBRECIPIENT for the benefit of the SUBRECIPIENT of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The SUBRECIPIENT shall cause the subcontractor to provide it with a 30 day notice of cancellation issued by the insurance company.

### 15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR 206.206, the SUBRECIPIENT may appeal any determination previously made related to the federal assistance for the SUBRECIPIENT. The SUBRECIPIENT's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the SUBRECIPIENT's position.

Upon receipt of a SUBRECIPIENT's appeal, OEM will review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to FEMA within 60 days. Within 90 days following receipt of the appeal, FEMA shall advise OEM, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

### 16.0 GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OEM and SUBRECIPIENT that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

### 17.0 TERMINATION

1. Except as otherwise provided in this Agreement, either party may terminate this Agreement (which includes the applicable Project Worksheet(s)) upon giving thirty (30) days written notice to the other party. In the event of termination of this

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Agreement, each party shall be liable only for project costs and allowable expenses incurred by the other party, prior to the effective date of termination.

2. OEM may terminate all or part of this Agreement or may change the project specifications set forth in a Project Worksheet if there is a reduction in federal funds which are the basis for this Agreement, and OEM approves the reduction.
3. OEM may terminate this Agreement, in whole or in part, immediately upon written notice to SUBRECIPIENT, or at such later date as OEM may establish in such notice, if SUBRECIPIENT commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement. In its notice, OEM may permit SUBRECIPIENT an opportunity to cure the breach, default or Failure in such time and on such terms as OEM may specify in such notice.

#### 18.0 WAIVERS

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

#### 19.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to SUBRECIPIENT, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, the SUBRECIPIENT shall, as required by ORS 401.178, indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of SUBRECIPIENT, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

#### 20.0 SUBRECIPIENT ASSURANCES

SUBRECIPIENT represents and warrants to OEM as follows:

1. SUBRECIPIENT is political subdivision of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed and delivered on behalf of Subrecipient and constitutes the legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms.
3. The SUBRECIPIENT hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 17, 18 and 206, and Subchapters B, C and D; 2 CFR Part 200 (including Appendix II); the Oregon State Public Assistance Administrative Plan DR4258; Wages, Hours and Records Laws (ORS Chapter 652) Conditions

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of Employment Laws (ORS Chapter 643) and Unemployment Insurance Laws (ORS Chapter 657).

4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. The SUBRECIPIENT will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
6. The SUBRECIPIENT will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. SUBRECIPIENT will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other federal and state environmental laws.
7. The SUBRECIPIENT will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. The SUBRECIPIENT will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement (as required by Executive Orders 11246, 11375, 41 CFR Part 60-1.4(b), the provisions of which are incorporated herein by reference). A violation of this provision is a material breach and cause for termination under Section 17.0 of this Agreement.
10. The SUBRECIPIENT shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.
11. Reserved
12. The SUBRECIPIENT and its contractors, subcontractors and other employers providing work, labor or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including SUBRECIPIENT, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its

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Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

13. Reserved
14. Reserved
15. Subrecipients will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
16. Notice of awarding agency requirements and regulations pertaining to reporting.  
– Reporting requirements: The Subrecipient will submit a Quarterly Project Status Report (OEM Form) on all Large projects to OEM on a 3-month interval. OEM will submit quarterly progress reports to FEMA that will contain the status of all large projects that have not received final payment. The first quarterly report will be submitted on a quarterly schedule mutually agreed upon between FEMA and OEM. Quarterly reports after that date will be due in OEM by July 15, October 15, January 15 and April 15.
17. Subrecipient will comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
18. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conversation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

## 21.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

OEM makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

## 22.0 ACKNOWLEDGMENTS

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to the project in any release or other publication developed or modified for, or referring to the project.

## 23.0 INSURANCE

The SUBRECIPIENT will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

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**24.0 SEVERABILITY**

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

**25.0 HEADINGS**

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

**26.0 AGREEMENT ADMINISTRATION**

The Parties' representatives for purposes of this Agreement are:

For SUBRECIPIENT:

NAME  
TITLE  
ADDRESS  
CITY  
Phone:  
Fax:

For OEM:

Clint Fella  
Alternate Governor's Authorized Representative  
Office of Emergency Management  
P. O. Box 14370  
Salem, OR 97309-5062  
Phone: (503) 378-3181  
Fax: 503-373-7833

Notices under this Agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

**27.0 ENTIRE AGREEMENT**

This Agreement, when combined with one or more completed Project Worksheets, sets forth the entire agreement between the parties with respect to the subject matter hereof. Except for the completion of Project Worksheets, any additional terms and conditions imposed by the Federal Emergency Management Agency or OEM will be incorporated into a written amendment to this Agreement. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement with

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completed Project Worksheets or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, OEM and the SUBRECIPIENT have executed this Agreement as of the date and year written below.

\_\_\_\_\_  
Clint Fella, Alternate GAR  
Office of Emergency Management  
Date:

\_\_\_\_\_  
Subrecipient Signature  
Printed Name:  
Title:  
Date:

APPROVED  
FOR LEGAL SUFFICIENCY

SUBRECIPIENT - PLEASE PRINT THE  
FOLLOWING TO EXPEDITE PROCESSING

Sam Zeigler  
Assistant Attorney General  
By Email  
DATE: 9/3/19

Federal Tax ID No. (TIN):

DUNS #:

Organization:

Office of Emergency Management  
P. O. Box 14370  
Salem, OR 97309-5062  
CFDA:

Address:

Phone:

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## **ACTION ITEM – G**

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**DATE:** October 15, 2019  
**RE:** Hazard Mitigation Grant Program Projects  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Pre-Disaster Mitigation Grant program normally begins receiving applications October 1 and ends January 1. This program has limited funding supply. Grants generally have 25% matching required.
- Oregon Emergency Management has not returned our inquiries about timelines of PDM dates this year.
- Port needs to decide which projects to submit for possible funding for the PDM 19 period. There are no guarantees the Port will receive any grants under this PDM. We need to be selective as to time and money spent towards each project application.
- Projects that have higher likelihood of succeeding because they are part of FEMA declared disasters are:
  1. Basin 2 slope repairs
  2. Dredging Port Basins
  3. Fuel Dock Ramp Repair (Reconstruction)
- Other projects part of the Natural Hazard Mitigation Program that could be submitted during this period:
  1. Seawall at RV Park
  2. Receiving Dock Repair (Pac Choice)
  3. Boardwalk Repair (North End)
  4. General Stormwater Drainage

### DOCUMENTS

- Revised Table-14 Capital Improvement Plan, 2 pages

### COMMISSIONERS ACTION

- **Staff Recommended Motion:**  
Motion to approve working on applications for Basin 2 slope repairs, dredging, seawall at RV Park and receiving dock repair (Pac Choice). Authorize Port Manager or designee to sign documents for the applications to Pre-Disaster Mitigation Grants.

2015 CIP Rank	2019 CIP Rank	Revised NHMP Rank		Capital Improvements	2014 Cost Estimates 1	2019 Cost Estimates	Timeline	2015 Priority	2019 Priority	Priority Project Category
	1	1	Fuel Dock Access Pad Replacement	Rebuild fuel dock to high-dock with sheet-pile		\$831,500	2019		High	Commercial / Marina facility upgrade
6	2	2	Pacific Seafood Receiving Docks	Demolish two existing timber docks and concrete bulkhead; construct concrete dock on both sides of new receiving dock; install concrete pavement; install storm drainage facilities.		\$1,500,000	2019		High	Commercial facility upgrade
	3	3	RV Park Protection Wall and Facility Improvements	Install protection seawall; demolish existing restroom shower facility, RV office and laundromat foundation; construct new facility with RV office, laundromat, showers and restroom; construct new pull-thru sites		\$600,000	2019		High	Recreation improvements / public amenities
	4	4	Stormwater Drainage and Paving Zones 2 Commercial Retail Parking Lot	Sealcoat and overlay		\$54,000	2019		High	Commercial facility upgrade / public amenities
	5	5	Basin 2 West Embankment Repair - Reconstruction	Embankment repair, via H-pile/concrete section stabilization; install fencing		\$1,250,000	2020		High	Commercial / Marina facility upgrade
	6	6	Stormwater Drainage and Paving Zones 3 Basin 2 East Parking Area	Stormwater improvements; grind / overlay parking lot; curbs; striping		\$1,080,000	2020		Medium	Commercial facility upgrade / public amenities
12	7	7	Basins 1 and 2 Dredging	Basins 1 and 2 dredging		\$3,100,000	2021		High	Maintenance
	8	8	Stormwater Drainage and Paving Zones 4 Basin 2 West Parking Lot and RV Park	Stormwater improvements; grind / overlay parking lot; curbs; striping		\$1,180,000	2022		Medium	Commercial facility upgrade / public amenities
	9	9	Hallmark Receiving Dock	Demolish existing timber dock; construct concrete dock; install concrete pavement; install storm drainage facilities.		\$870,000	2022		High	Commercial facility upgrade
	10	10	Basin 2 South and East Embankment Repair - Reconstruction	Embankment repair, via H-pile/concrete section stabilization; install fencing		\$2,500,000	2022		High	Commercial / Marina facility upgrade
4 & 9	11	11	Basin 2 and Transient Docks	Replace old docks from C thru H and N thru P; reconfigure spaces to accommodate larger vessel; upgrade transient dock piles and docks		\$1,500,000	2023		High	Commercial / Marina facility upgrade
7	12	12	Commercial Center Upgrade / Renovation	Commercial building and site repairs or building third retail building		\$1,500,000	2023		Medium	Commercial facility upgrade / public amenities
	13	13	Stormwater Drainage and Paving Zones 1 Commercial Storage Area	Stormwater improvements; grading, paving and curbs		\$2,574,000	2024		High	Commercial facility upgrade
	14	14	Stormwater Drainage and Paving Zones 5 Fishing Pier	Stormwater improvements; grind / overlay parking lot; curbs; striping		\$165,000	2024		Medium	Marina facility upgrade / public amenities
5	15	15	Boardwalk Expansion / Replacement	Repair / restore piling; secure slope; replace wood planks with concrete surface		\$292,500	2024		Medium	Marina facility upgrade / public amenities
10	16		Long-term Development Potential	Access condo / mixed-use development potential with drainage improvements including the addition of a canal / bioswale	tbd		Yrs 10-20	Low	Low	Public-private partnership opportunity
11	17		Development Potential	Examine opportunity site for potential development - hotel / condo	tbd		Yrs 10-20	Low	Low	Public-private partnership opportunity
3	18		Lease Upgrades	Make commercial building upgrades	tbd (Port to est. SF of new and renovation)	\$150,000	Yrs 1-10	Medium	High	Facility upgrades



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

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

## **ACTION ITEM – H**

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**DATE:** October 15, 2019  
**RE:** City of Brookings Police Patrol at Port  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### **OVERVIEW**

- Initial discussions for the City Police to patrol the port could cost \$120,000 per year. Patrols would be 24/7 365 days a year.
- For the Port to cover the additional cost for the patrols this year, some Port operations and projects would need to be sacrificed. To continue the patrols every year, the Port would have to make serious sacrifices in all areas of the Port.
- Sheriff Ward came by the Port Office after learning the Port was inquiring about City of Brookings Police patrols at the Port. County Sheriff has increased their deputies to nearly a full staff. Sheriff Ward is looking to hire two more deputies.
- Port staff plans to communicate with Sheriff Dept on a regular basis from now on to make sure issues are being resolved.
- Port is working to increase security throughout all its facilities. Gates with keypad handles are getting installed at each basin ramp. Looking into a professional security camera system that would provide coverage in all areas.

### **DOCUMENTS**

- None

### **COMMISSIONERS ACTION**

- **Recommended Motion:**

# ACTION ITEM – I

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**DATE:** October 15, 2019  
**RE:** New RV Park Restroom Building Color  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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## OVERVIEW

- Port is placing the order for the new RV Park restroom and a color of the building will be needed.
- Port staff recommends using the same or close to the same color scheme as the retail buildings.

## DOCUMENTS

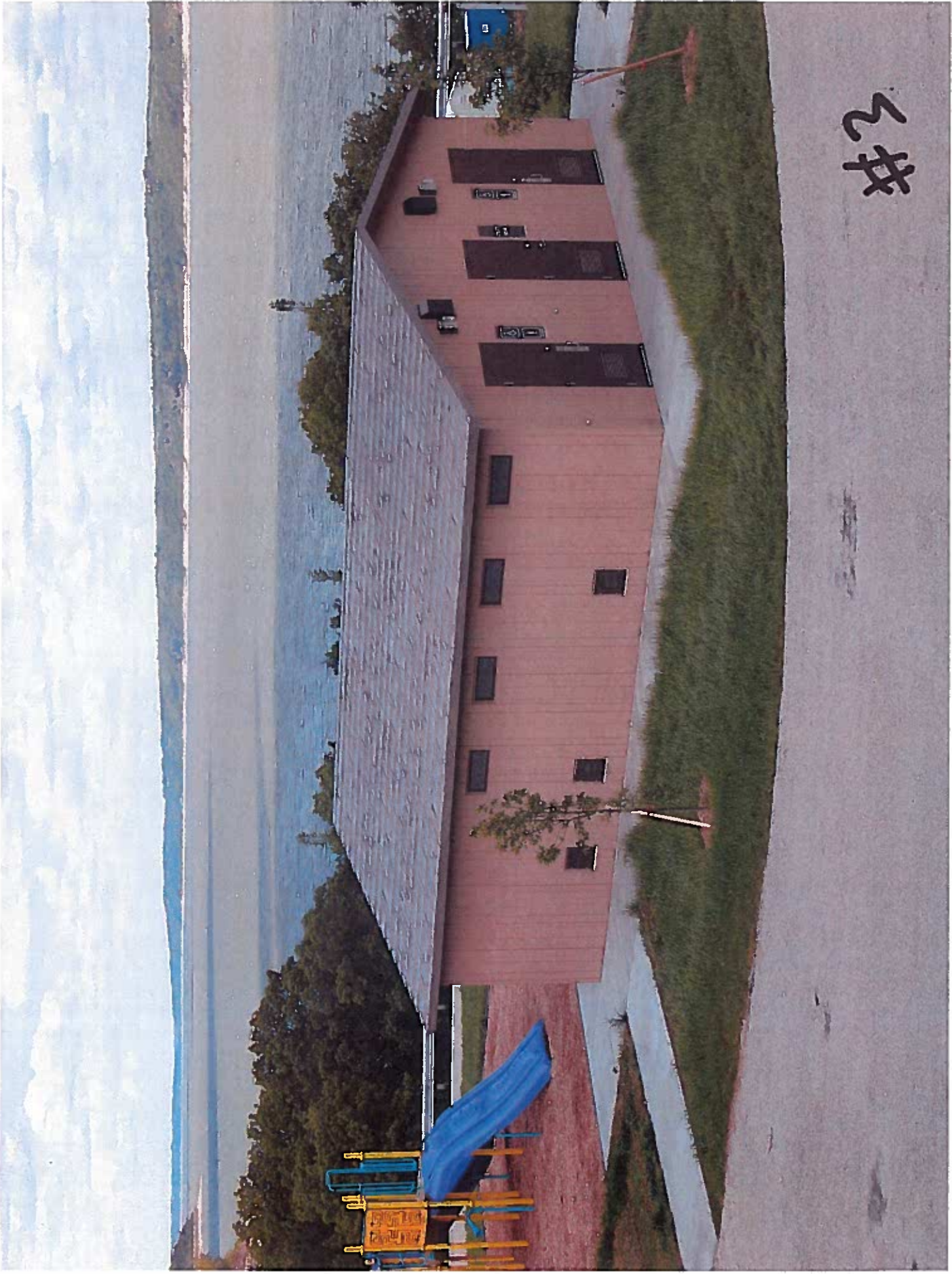
- Photo # 1 Color, 1 page (Port staff recommended)
- Photo # 2 Color, 1 page
- Photo # 3 Color, 1 page

## COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve building color in Photo # 1 with brown trim.







## **ACTION ITEM – J**

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**DATE:** October 15, 2019  
**RE:** SDAO 2020 Annual Conference  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### **OVERVIEW**

- SDAO 2020 Annual Conference will be in Seaside February 7 – 9 (Friday thru Sunday). Pre-conference session Thursday February 6, 2020.
- Hotel reservations can be made now.
- Registration will open December 2<sup>nd</sup>.
- Would any commissioners like to attend the conference?
- Recommending Kim Boom, Travis Webster and Danielle from Port staff to attend the conference (either full or part).
- Requesting Board permission for Port Manager to attend full conference.

### **DOCUMENTS**

- SDAO 2020 Annual Conference Notice, 1 page

### **COMMISSIONERS ACTION**

- **Recommended Motion:**  
Motion to approve commissioner(s) \_\_\_\_\_, Port staff and Port Manager travel expenses to attend SDAO 2020 Annual Conference in Seaside, Oregon from February 6 thru 9, 2020.

# Save the Date!

2020 SDAO

## ANNUAL CONFERENCE

Join us February 7-9 in Seaside for the 2020 SDAO Annual Conference! Registration will open December 2nd but you can begin reserving your hotel rooms now. Seaside has plenty of lodging options which means we were able to secure several room block options for you. Rooms are available on a first come, first served basis and reservations must be made by January 5th to secure room block pricing.

### Registration Rates

- Pre-Conference Session (Thursday): \$100 – includes breakfast and lunch
- Full Conference (Thursday evening through Sunday morning): \$230 – includes all breakout sessions (Friday and Saturday), meals (excluding Friday dinner), receptions, and Awards Banquet
- One Day (Friday or Saturday): \$140 – includes breakout sessions and breakfast and lunch on the day selected

Prices for guest meals and the Awards Banquet will be available in December.

### Hotel Information

**Best Western Ocean View Resort**  
\$89-\$139/night + tax  
800-234-8439  
Group Name: Special Districts  
Association of Oregon Members

**Holiday Inn Express**  
\$135-\$145/night + tax  
503-717-8000  
Group Name: Special Districts  
Association of Oregon

**River Inn at Seaside**  
\$109/night + tax  
503-717-5744  
Group Name: Special Districts  
Association of Oregon 2020

**Comfort Inn & Suites**  
\$135-\$170/night + tax  
503-738-3011  
Group Name: Special Districts

**Inn at Seaside**  
\$109/night + tax  
503-738-9581  
Group Name: Special Districts  
Association of Oregon 2020

**Rivertide Suites**  
\$119-\$189/night + tax  
503-717-1100  
Group Name: Special Districts  
Association of Oregon Members





## **ACTION ITEM – K**

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**DATE:** October 15, 2019  
**RE:** RV Park Restroom Loan Application Request  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Board approved the plan to install a new restroom and pull-thru sites for the RV Park during August 2019 Regular Meeting.
- Business Oregon requested the Port to search for private loans first. If the Port was unable to secure a private loan for the project, Business Oregon would provide assistance.
- Port staff reached out to five financial institutions:
  1. First Interstate Bank
  2. Wells Fargo
  3. Banner Bank
  4. Bank of the Pacific
  5. Umpqua Bank
- Two banks responded with Umpqua Bank having the lowest interest rate. Please note: final interest rate may change depending of closing date.

### DOCUMENTS

- Umpqua Bank, 1 page
- Estimated Monthly Payments, 1 page
- Banner Bank, 1 page

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve Port Manager or designee to sign loan application paperwork with Umpqua Bank for amount of \$400,000 to purchase a new restroom and install five new pull-thru sites and Beachfront RV Park. Final loan documents to be approved and signed by Board of Commissioners.

**Port of Brookings Harbor  
2019 FF&C Financing  
Term Sheet Dated 09.24.19**

Umpqua Bank ("Umpqua") would like to express its interest in underwriting and obtaining credit approval for the following loan (the "Credit Facility") for the Port of Brookings Harbor, OR (the "Port") on the terms and conditions outlined below.

**Preface:** Umpqua's expression of interest in underwriting and obtaining credit approval for the Credit Facility is for discussion purposes only and does not constitute a commitment from Umpqua. Any commitment to lend that we might make is subject to the fulfillment of a number of conditions that include, but are not limited to, our normal credit approval process, an in-depth investigation of the purpose of the purpose of the loan, the Port, and collateral the results of which are deemed satisfactory to Umpqua in our sole discretion.

**Confidentiality:** Except as required by law, neither this expression of interest nor its contents will be disclosed publicly or privately except to those individuals who are your officers, employees or advisors who have a need to know as a result of being involved in the proposed financing. The foregoing confidentiality provisions shall not apply to the disclosure of the federal income tax structure or treatment of the proposed financing.

Loan Amount:	approximately \$ 400,000
Structure/Security:	Obligation to levy ad valorem property taxes.
Term:	A: 10 years B: 12 years
Interest Rate:	A: Indicative fixed rate, Tax-Exempt BQ: 2.95% (3.69% taxable equivalent) B: Indicative fixed rate, Tax-Exempt BQ: 3.00% (3.75% taxable equivalent)
Relationship Discount:	The above rates include a relationship discount that assumes the Port maintains its current deposit relationship with Umpqua Bank.
Rate Lock:	3-weeks prior to closing.
Costs of Issuance:	Documents to be prepared by the Port's Bond Counsel for review by Umpqua's counsel Nixon Peabody, LLP. Legal fees and expenses of Nixon Peabody, LLP shall not exceed \$6,000. All other filing fees and related fees shall be paid by the Port in connection with the issuance.
Prepayment Provision:	Prepayable on any payment date at 103% of par in years 1-3, declining to 102% in years 4-5, and 101% in years 6-7. Redecmable at par beginning in year 8 and thereafter.

**Additional Conditions**

Periodic financial and collateral reporting by the Port, as well as representations and warranties of the Port regarding its status and ability to repay and related matters, taxability gross-up and covenants and conditions that are appropriate for a Credit Facility of the scope and nature proposed herein will be determined as part of Umpqua Bank's normal underwriting and approval process. The proposed facility will be subject to a default rate equal to the proposed interest rate + 3.0%.

PDFs of all executed and other documents listed on the Closing Index shall be provided to the Bank no later than 24 hours before the time of the requested wire; provided, that if any documents can only be signed after receipt of the wire those documents shall be provided immediately after receipt of the wire.

Loan amount

\$ 400,000

Loan term in years

10

Or

Loan term in months

120

Interest rate per year

2.95

%

CALCULATE

Monthly Payments

\$ 3,853.20

Total Principal Paid

\$400,000

Total Interest Paid

\$62,384.56

COMPARE LOAN RATES

Show amortization schedule



Save results

Loan amount

\$ 400,000

Loan term in years

12

Or

Loan term in months

144

Interest rate per year

3

%

CALCULATE

Monthly Payments

\$ 3,311.15

Total Principal Paid

\$400,000

Total Interest Paid

\$76,805.13

COMPARE LOAN RATES

Show amortization schedule



Save results



**RE: \* EXTERNAL SENDER \* Re: Inquiry**

1 message

Jay Stormberg <Jay.Stormberg@bannerbank.com>  
To: Kim Boom <accounts@portofbrookingsharbor.com>

Wed, Sep 25, 2019 at 10:48 AM

Kim,

The information below is only an estimate and is based on preliminary information.

Due to the smaller loan size the tax exempt rate would be 4.75%, 1% loan fee plus legal fees of approx. \$12,000 (both bank and client's are included).

Please let me know if you have any questions?

Jay

From: Kim Boom <accounts@portofbrookingsharbor.com>  
Sent: Wednesday, September 25, 2019 10:27 AM  
To: Jay Stormberg <Jay.Stormberg@bannerbank.com>  
Subject: \* EXTERNAL SENDER \* Re: Inquiry

Probably tax exempt as we are a local government entity.

Best Regards,  
Kim Boom

Financial Officer

Port of Brookings Harbor

16330 Lower Harbor Road

PO Box 848

Brookings, OR 97415

(541) 469-2218 ext. 405

accounts@portofbrookingsharbor.com

On Wed, Sep 25, 2019 at 10:25 AM Jay Stormberg <Jay.Stormberg@bannerbank.com> wrote:

Hi Kim,

Are you looking at a tax exempt or taxable financing?

Thank you



bannerbank.com

Jay Stormberg | VP/Relationship Mgr  
SO Oregon Commercial Banking  
1483 E McAndrews Rd., Medford, OR 97504  
541-608-5053 Office/Internal 56949  
541-890-9266 Cell  
jay.stormberg@bannerbank.com

Connected. Knowledgeable. Responsive

## INFORMATION ITEM – A

---

**DATE:** October 15, 2019  
**RE:** Feral Cat House Committee  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Danielle Shepard, Administration Assistant

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### OVERVIEW

- Feral cat house committee will consist of two public individuals (Jan Henault and Bernice Smith) and one commissioner (Joe Speir) to meet as needed.
- Port staff will host the meeting taking minutes and providing Port information. Port Manager or designee will be attending the meetings.

### DOCUMENTS

- None

## INFORMATION ITEM – B

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**DATE:** October 15, 2019  
**RE:** Art on the Boardwalk  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Danielle Shepard, Administration Assistant

---

### OVERVIEW

- Board of Commissioners approved Art on the Boardwalk on September 24, 2019 Regular Meeting.
- Met with Commissioner Ken Range on October 7, 2019 to discuss details about the exhibit so that I can oversee the program moving forward.
- Pelican Bay Associations will be the curator of the exhibit with the help of Wrights Custom Framing who will be holding entry forms and blank 16x24 panels, and Barbara Ciaramella with Brookings Harbor Visitor Center who will be collecting the completed art and the people's choice votes.
- Vender tents setting up on the boardwalk in future events will no longer be allowed to tie up to the handrail where artwork is displayed.

### DOCUMENTS

- ART at the PORT, Calendar of Events, 1 page
- ART at the PORT, Entry Form, 2 pages

**DRAFT**

## **ART at the PORT**

**First Annual Summer Boardwalk Exhibit**

**Port of Brookings Harbor**

### **Calendar of Events**

**Monday, March 16, 2020**

Entry forms and blank art panels available at Wright's Custom Framing (\$10 entry fee includes art panel)

**May 11—15 at Noon**

Completed Art must be turned in at the Brookings Harbor Visitor Center on the Boardwalk no later than Noon on Friday, May 15.

**May 18**

Exhibit will be hung on the boardwalk before the May 22—25 Azalea Festival

**September 1**

Final Day for People's Choice Votes

**September 6 or 7**

During Labor Day Weekend winners announced & "Ribbons" attached to winning art.

**September 14**

Artworks will be removed from the Port of Brookings Harbor Boardwalk

- Winning artworks will be transported to the Library for a Winner's Show.
- All other artworks will be released for pickup at the Brookings-Harbor Visitor's Center—any art not picked up by October 1 will be considered abandoned and will be recycled.

**Saturday, October 10**

Winners Featured at the Library during Art Walk and for The month of October.

For news about ART at the PORT— Summer Boardwalk Exhibit, go to  
<http://www.pelicanbayartsassociation.org>

Sponsored by Pelican Bay Arts Association and The Port of Brookings Harbor



Pelican Bay Arts Association

# ART at the PORT

Summer Boardwalk Art Exhibit  
Port of Brookings Harbor  
May 18 — September 14, 2020



PORT of BROOKINGS HARBOR

Theme for 2020: Celebrating the Port of Brookings Harbor

**DRAFT**

## ENTRY FORM

Please Print

Name of Artist \_\_\_\_\_

Title of Artwork \_\_\_\_\_

Artist's Age as it will be on May 13, 2020 (check one)

Adult/ over 18 years old     Teen/ 13-18 years old     Youth/ under 13 years old

Mailing Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

**DRAFT**

**YES! I wish to enter artwork in the ART at the PORT Summer Boardwalk Art Exhibit. I agree to the terms of the 2020 Exhibit Agreement on reverse or attached to this entry.**

\_\_\_\_\_ **Artist's Signature**  
*If I am under 18 years old then my Teacher or my Parent or Guardian is signing on my behalf.*

\_\_\_\_\_ **Date Signed**

Sponsored by Pelican Bay Arts Association and The Port of Brookings Harbor

Questions? Phone 541-469-2650



**DRAFT**

# 2020 Exhibit Agreement

ART at the PORT — Summer Boardwalk Art Exhibit — Port of Brookings Harbor

1. Beginning **Monday, March 16, 2020**, you may acquire blank art panels from Wright's Custom Framing, 810 Chetco Avenue in Brookings. **Only art on these panels will be accepted for the exhibit.** Your nonrefundable \$10 entry fee includes one primed art panel and helps cover costs—thank you! 66 art panels will be available, so be aware that they may sell out. Please, no more than two art panels per artist.
2. The blank art panels are 16 inch. x 24 inch, medium density plywood and are primed and ready to paint. You may paint directly on the art board or affix a "front" surface on the supplied art panel. Examples of media that have been successful in similar exhibitions are oil, acrylic, watercolor, pen and ink, engravings, woodburning, photographic images, marquetry, mosaics, mixed media and collage.
3. Artwork may be presented in "landscape" (horizontal) or "portrait" (vertical) orientation.
4. **Deliver your completed artwork** to the Brookings Harbor Visitor and Tour Center on the Boardwalk at the Port of Brookings Harbor between **May 11 and May 15**.
5. The artwork must be your own, original artwork.
6. Your artworks should be responsive to the theme —"Celebrating the Port of Brookings Harbor". *Boats, buildings, docks, birds, people, events... anything you see anywhere at the Port.*
7. **Seal the front and edges of your completed artwork** because your artwork will be exhibited outdoors, with exposure to sun, rain, moisture, wind and temperature swings.
8. **Clearly write your name and artwork title on the back surface, with a weatherproof, permanent ink marker and seal it against the elements.** The back will already be primed but you may add an additional coat of sealer for further protection.
9. To be considerate of the public interest and mindful of the spirit of the show, the curators reserve the right to decline acceptance of your submitted artwork for any reason whatsoever, in which event you will be notified and may pick up your art at the Visitor's Center. Please submit art that is family friendly, not political and reflects the theme.
10. Artworks will be publicly exhibited from Monday, May 18 until September 14, 2020 at the Port of Brookings Harbor Boardwalk.
11. People's Choice Ballots will be available on the boardwalk from May 18 through September 1. Awards will be announced during Labor Day Weekend (Labor Day is Monday September 7). The exhibit will remain in place for another week with "ribbons" adorning the award winners. Artwork can be picked up at the Brookings Harbor Visitor and Tour Center from September 14 to September 30. Artwork not picked up by October 1 will be considered abandoned and will be recycled. You may be asked for ID when picking up artwork. **Award winning artwork will be retained and transported for display at the Chetco Community Public Library during the month of October and available for pickup on November 1.**
12. You are welcome to sell your artwork at any time, however, your artwork may not be removed from the show until the September 14 pickup date, or November 1 if your artwork wins an award and is taken to the Winner's Exhibit at the Library. Prices will not be posted at the Boardwalk exhibit and all sales are by private transaction between the artist and the buyer.
13. By signing your entry form you grant permission for the Port of Brookings Harbor and Pelican Bay Arts Association to share images and general editorial detail about your artwork, for noncommercial, not-for-profit purposes, including but not limited to news articles, exhibition catalogs, and show promotions.
14. The Port of Brookings Harbor is open to the public but cannot be patrolled or surveilled at all hours. While your artwork is publicly displayed on Port of Brookings Harbor property, you agree to release and hold the Port of Brookings Harbor and its employees and agents and the Pelican Bay Arts Association and its officers and agents harmless for any loss or damages to your artwork due to "wear and tear," weather conditions, casualty event, theft, vandalism, civil commotion and the like.

Thank you—We hope you enjoy the 2020 ART at the PORT Exhibit.

**DRAFT**

79

# INFORMATION ITEM – C

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**DATE:** October 15, 2019  
**RE:** Flying Service Flags  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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## OVERVIEW

- Jack Akin/EMC Engineering was on site to inspect the flag poles on the boardwalk. He needed some detail specifications on the poles such as diameter, length, type of material and thickness. Port provided Jack with the information to the best of our knowledge. We drilled into a pole to find the thickness and found out the poles are double lined (pole within a pole).
- Jack will be providing a recommended report once he has completed his calculations. Based on his field inspection, we have ordered materials to lower the equipment on the poles.

## DOCUMENTS

- None