

PORT OF BROOKINGS HARBOR
Regular Commission Meeting
Wednesday, December 21, 2022 at 2:00pm
Teleconference / Meeting Room
16350 Lower Harbor Road Suite 202, Harbor OR, 97415

Teleconference Call-In Number: 1 (253) 215-8782 Meeting ID: 771 205 4017	Passcode: 76242022	(to mute/unmute: * 6)
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TENTATIVE AGENDA

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<ul style="list-style-type: none"> • Pledge of Allegiance • Roll Call • Modifications, Additions, and Changes to the Agenda • Declaration of Potential Conflicts of Interest 	
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A request for an interpreter for the hearing impaired, for those who want to participate but do not have access to a telephone, or for other accommodations for persons with disabilities should be made at least 48 hours in advance of the meeting to Port of Brookings Harbor Office at 541-469-2218.

PORT OF BROOKINGS HARBOR
Regular Commission Meeting
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8. COMMISSIONER COMMENTS

9. NEXT REGULAR MEETING DATE – Wednesday January 18, 2023, at 2:00pm

10. ADJOURNMENT

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

This Institution is an Equal Opportunity Provider

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

Friday, November 4, 2022

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

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

1. CALL MEETING TO ORDER

Commission President Richard Heap called the Special Meeting of the Port of Brookings Harbor of Commissioners to order at 10:00am.

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

2. APPROVAL OF AGENDA – Audio time 0:01:50

A motion was made by Speir and seconded by Jonas to approve the agenda as discussed. The motion passed 5 – 0.

3. PUBLIC COMMENTS – Audio time 0:02:24

There were no public comments.

4. APPROVAL OF MEETING MINUTES – Audio time 0:02:29

A. Approve Minutes of Regular Commissioner Meeting, Wednesday, October 19, 2022

A motion was made by Hartung and seconded by Range to approve meeting minutes for regular commissioner meeting, Wednesday, October 19, 2022. The motion passed 5 – 0.

5. EXECUTIVE SESSION PER ORS 192.600 (2)(a) – Audio Time 0:02:56

Heap stated this executive session of the Port of Brookings Harbor Board of Directors is called pursuant to ORS 192.600 (2)(a) to consider the employment for an officer, employee, staff member or agent. Any member of the media that is here may remain. However, the Board will require that any information derived from this meeting may not be disclosed pursuant to ORS 192.660(4). ORS 192.660 (6) No executive session may be held for the purpose of taking any final action or making any final decision.

Adjourn out of executive session and reconvene into regular session at 11:00am. Board agreed to move this item to the next regular meeting.

6. ACTION ITEMS

A. None – Audio Time 0:01:55

7. INFORMATION ITEMS

A. None – Audio Time 0:01:55

8. **COMMISSIONER COMMENTS** – Audio time 0:02:27
No commissioner comments.

9. **NEXT REGULAR MEETING DATE** – Wednesday, November 16, 2022, at 2:00PM

10. **ADJOURNMENT** – Audio time 0:02:36

Having no further business, the meeting adjourned at 10:37 am.

Richard Heap, President

Date Signed

Sharon Hartung, Secretary/Treasurer

Date Signed

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

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

Wednesday, November 16, 2022

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

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

1. CALL MEETING TO ORDER

Commission President Richard Heap called the Regular Meeting of the Port of Brookings Harbor of Commissioners to order at 2:00pm.

- **Port of Brookings Harbor Commissioners Present:**
Joseph Speir, Vice-President (Pos. #1), Sharon Hartung Secretary/Treasurer (Pos. #2); Larry Jonas (Pos. #3) was tardy; Richard Heap, President (Pos. #4); and Kenneth Range (Pos. #5).
- **Port of Brookings Harbor Management and Staff:**
Travis Webster, Harbormaster; Danielle King, Safety/Administrative; and James Walker, Port Counsel.
- Heap referred to a public comment received, requesting for their comment to be made after the executive session. There were no other modification, additions, and changes to the agenda.
- There were no declarations of potential conflicts of interest.

2. APPROVAL OF AGENDA – Audio time 0:01:22

A motion was made by Speir and seconded by Jonas to approve the agenda as amended. The motion passed 5 – 0.

3. APPROVAL OF MEETING MINUTES – Audio time 0:01:44

A. Approve Minutes of Special Commissioner Meeting Tuesday, October 4, 2022.

A motion was made by Speir and seconded by Hartung to approve the minutes of Special Commissioner Meeting Tuesday, October 4, 2022. The motion passed 5 – 0.

4. PUBLIC COMMENTS – Audio time 0:02:11

There were no public comments.

5. EXECUTIVE SESSION per ORS 192.600 (2)(a) – Audio time 0:02:42

This executive session of the Port of Brookings Harbor Board of Directors is called pursuant to ORS 192.600 (2)(a) to consider the employment for an officer, employee, staff member or agent. ORS 192.660 (6) No executive session may be held for the purpose of taking any final action or making any final decision.

Adjourned into executive session at 2:03PM and reconvene into regular session at 2:31PM.

6. PUBLIC COMMENTS – Audio time 0:00:27

There was one public comment made by Mike Murphy regarding the Ports upcoming projects and the payments made to the Port Engineer, Jack Akin.

7. MANAGEMENT REPORTS / APPROVAL

A. October 2022 Safety, Security, & Environmental Report – Audio time 0:04:54

King reported on staff safety training, incidents, accidents, and security issues that happened for the month of October.

B. October 2022 Harbormaster Report – Audio time 0:05:57

Webster reported on projects that were completed in the RV Park, Marina, and equipment services for the month of October. Webster reminded moorage customers that winter weather is here and to check on vessels. Webster spoke with the Defazio team regarding the EPA grant for the wastewater treatment plants and were assured the funds have been appropriated and the grant does not expire. The piling project in Basin 1 has been closed. Met with Business Oregon and discussed matching funds. Board allowed public comment. Board and staff discussed haul outs, FEMA matching fund reimbursement and loan interest accrual.

C. October 2022 Financial Report – Audio time 0:21:44

Webster reviewed the financial report for the month of October.

A motion was made by Speir and seconded by Jonas to approve October 2022 safety, security and environmental report, harbormaster report, and financial report as discussed. The motion passed 5 – 0.

8. ACTION ITEMS

A. Port Manager Recruitment – Audio time 0:23:59

Webster reviewed history of the port manager recruitment process.

A motion was made by Range and seconded by Jonas to approve closing recruitment process without interviewing any candidates. The motion passed 5 - 0.

Heap made the public aware how the Board decided the approved motion. Board allowed public comment.

B. Acting Port Manager Agreement – Audio time 0:27:38

Webster reviewed since the recruitment period has now closed with SDAO, Port Counsel will draft an employment agreement between Travis Webster and the Port, to be brought back to the Board for approval. Heap reviewed the Board will be offering Webster a one-year contract as acting manager, after one year if Webster doesn't want the position of Port Manager, he will retain his Harbormaster position. Board directed to seek an operation supervisor and leave the position of Harbormaster vacant. Board discussed salary for the position and the increase of wages that were added to port office staff. Heap reviewed the contract will contain: 1 year of the signed date, quarterly reviews, retain original position if vacated for convenience for either party, retain annual wage balances, requesting a salary of \$95,000 and contract will have provisions that Webster will provide an educational plan for himself and staff. Board allowed public comment.

A motion was made by Hartung and seconded by Speir to approve legal counsel to draft "Acting Port Manager Agreement" between the Port of Brookings Harbor and Travis Webster for a term of 1 year. The motion passed 5 – 0.

C. RV Park Improvement Project Payment Request #3 – Audio time 0:42:55

Webster reviewed item with the Board. Webster updated the Board on how the project is going and the contractors next steps. Board allowed public comment.

A motion was made by Speir and seconded by Jonas to approve McLennan Excavation progress Payment No. 3 for \$108,385.77 for work performed August 1, 2022 – October 29, 2022 per contract. The motion passed 5 – 0.

D. Survey for Semi-Annual Moorage – Audio time 0:45:17

Webster noticed there may be a hardship on working vessels wanting to come in for the season but cannot get a survey before the season starts and suggested allowing the Port Manager to approve these vessels a onetime semi-annual moorage with the stipulation of proving a survey is scheduled. Webster doesn't want to amend anything that has been approved, and another way around this is these vessels pay monthly. The Board and staff

discussed who this would apply to and what the liabilities would be. Board allowed public comment. Board agreed to take no action on this item.

9. INFORMATION ITEMS

A. El Cazadores Update – Audio Time 1:02:07

Webster gave the Board a new updated appraisal and suggested to postpone moving forward with updating the asphalt rates until the Board looks at all Port rates and all their options for that piece of property and suggested to continue them on their current month to month lease. The Board and staff discussed selling that piece of land.

B. Port Sale Update – Audio time 1:06:58

Webster reviewed the timeline of the property sale. Business Oregon did grant the Port to retain the full amount of the funds to be placed into our Reserved Funds to be used on the wastewater treatment plant.

C. Awareness Campaign for any Port Projects – Audio time 1:09:39

Webster wanted the Board to be aware of this opportunity that he was approached about. It is an article that is put out by Oregon Business that highlights any of our projects or what the Port is doing. Webster suggested maybe when one of our bigger projects start, maybe we can highlight one of them if the Board would like.

D. Culvert Update – Audio time 1:12:45

Webster is still talking with counsel about what the Port’s options are, hoping to have more information at the next meeting. Board allowed public comment.

E. Stormwater Pollution Control Plan Update – Audio time 1:18:10

Webster informed the Board of the updates that were made by Aquarius to the Stormwater Pollution Control Plan.

10. COMMISSIONER COMMENTS – Audio time 1:19:36

Commissioner Heap discussed a meeting that he attended for the PFMC regarding next year’s salmon season.

11. NEXT REGULAR MEETING DATE – Wednesday, December 21, 2022, at 2:00PM

Webster made the Board aware that he is trying to schedule a Special meeting for November 30 at 10:00am.

12. ADJOURNMENT – Audio time 1:21:38

Having no further business, the meeting adjourned at 3:53 pm.

Richard Heap, President

Date Signed

Sharon Hartung, Secretary/Treasurer

Date Signed

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

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

Wednesday, November 30, 2022

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

1. CALL MEETING TO ORDER

Commission President Richard Heap called the called the Special Meeting of the Port of Brookings Harbor of Commissioners to order at 10:00am.

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

2. APPROVAL OF AGENDA – Audio time 0:01:44

A motion was made by Range and seconded by Speir to approve the agenda as amended. The motion passed 5 – 0.

3. PUBLIC COMMENTS – Audio time 0:02:07

There were no public comments.

4. ACTION ITEMS

A. Beacon Broadband/Coos-Curry Electric – Audio time 0:02:13

Bill Gerski with Beacon Broadband spoke to the commission about their goals. Board had some questions regarding costs to the Port. There was discussion regarding construction and the construction timeline. Board allowed public comment.

A motion was made by Speir and seconded by Jonas to approve Beacon Broadband owned subsidiary of Coos-Curry Electric Cooperative to install Fiber Broadband services utilizing existing easements. The motion passed 5 – 0.

B. Annual Financial Report FY 2021-22 – Audio time 0:18:06

Connie Huntsman with CJ Huntsman CPA, P.C., reviewed the audit with the Board.

A motion was made by Jonas and seconded by Speir to approve draft Annual Financial Report for Fiscal Year 2021-2022 and submit to State of Oregon. The motion passed 5 – 0.

5. INFORMATION ITEMS

A. Capital Improvement Plan Update – Audio Time 0:44:27

Webster reviewed why the Board is looking at this item, projects that were seen as a high priority since the last review and informed the Board there will be more discussion regarding this at another meeting. Board and staff discussed funding opportunities this opens to the Port.

B. Port Property Sale – Audio Time 0:53:47

Webster informed the Board that the sale has been completed and all funds have been placed into our Reserved Funds.

C. Pile Replacement Billeter Marine – Audio Time 0:54:45

Webster reviewed timeline for the piling replacement, estimated work is to start December 20

6. COMMISSIONER COMMENTS – Audio time 0:56:54

Board spoke about how well the audit went. Board allowed public comment.

7. NEXT REGULAR MEETING DATE – Wednesday, December 21, 2022, at 2:00PM

8. ADJOURNMENT – Audio time 0:59:31

Having no further business, the meeting adjourned at 10:58 am.

Richard Heap, President

Date Signed

Sharon Hartung, Secretary/Treasurer

Date Signed

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

SAFETY, SECURITY, AND ENVIRONMENTAL MONTHLY REPORT

Date: December 21, 2022
Period: November 2022
To: Travis Webster, Port Manager
Issued By: Danielle King, Safety, Security, & Environmental Coordinator

Safety

Port staff was briefed on the updates to the Stormwater Pollution Control Plan.

Incidents

POBH recorded (3) incidents for the month of November bringing the year total to (74). Incidents included:

1. A vessels lines snapped created vessel to bump into its neighbor's vessel. Insurance will resolve this matter.
2. Needle with tin foil and tar was found in the commercial basin restroom, men's side. Port staff properly picked up and disposed into port's hazardous waste container. This incident happened before the gates were added to the shower doors.
3. Individual drove their vehicle thru a dry camp spot in the RV Park, landing on the South Chetco Jetty. Emergency services were called to the scene to help remove individual and vehicle.

Security

Four Aces Security Solutions and POBH recorded (37) security issues for the month of November bringing the year total to (1501). Issues included:

- (29) Overnight parking tickets.
- (3) Unauthorized visitors on Port Property after hours
- (4) Parking violations in boat launch parking lot.
- (1) Vandalism

Environmental / DEQ 1200-Z Industrial Stormwater

Monthly inspections were completed as required by our Stormwater Pollution Control Plan (SWPCP). Stormwater testing was completed during the recent storms. This was the third of four required tests this year.

HARBORMASTER MONTHLY REPORT

Date: December 21 , 2022
Period: November 2022
To: Port Commission
Issued By: Travis Webster, Harbormaster/Acting Port Manager

RV Park

Small repairs throughout the park are ongoing. Staff has collected the old front row pedestals and put them in storage so that they may be used for parts in the back row sites. One dumpster was removed from the park for the winter. Staff has started installing our new Wi-Fi system as the park project continues.

A vehicle drove through the fence at dry camp and had to be removed by a tow truck. Port staff were on site and helped clean and secure the area. An incident report was made.

Port has received almost all our blocks for the RV park fence dividers. Staff has started staining the wood that will be placed between to concrete blocks.

Occupancy Percent by Month & Year

	2019	2020*	2021	2022	Change from 2021	Forecast**
January	10.3	7.5	19	17	(2)	2
February	7.3	16	23	26	3	1
March	16.8	16.4	39	29	(10)	1
April	13.5	0	27.5	23	(4.5)	0
May	26.4	5.7	43.1	31	(12.1)	1
June	39.9	71.1	59.5	45	(14.5)	
July	61.3	84.7	85	72	(13)	
August	60.8	70	77	68	(9)	
September	45.4	51	64	61	(3)	
October	25.4	68	34	27	(13)	
November	15.2	22	21	8	(13)	
December	8.5	15	11			3

Average 27.5 35.6 41.9

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

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

Marina

Staff completed the first of two water tests for 1200z permit. All docks were walked before and after rain events. Staff is looking for broken or loose ropes, cleats, waterlines, and any vessel that appears to be below its water line or listing to either side. They also identify dock bolts and piling hoops that are loose due to storm surge in both basins.

Port impounded a recreational vessel on A dock and terminated vessel for not renewing and no payment.

Seaworthy inspections are ongoing. Three vessels are scheduled for reinspection in December and two more that are being scheduled for January. Vessels that have been scheduled for reinspection have demonstrated a desire to make needed repairs in a reasonable time frame. If the work that they are doing can be done safely and in a timely manner, I will be work with the owners to get them into compliance.

Boat Launches Paid through Launch Machine

	2019	2020	2021	2022	Change from 2021
January	66	5	27	190	163
February	47	102	70	195	125
March	66	204	178	196	18
April	122	244	386	162	(224)
May	276	282	233	161	(72)
June	303	697	759	475	(284)
July	794	1095	826	982	156
August	875	768	716	762	46
September	350	583	713	1,027	314
October	518	713	518	668	150
November	352	109	70	90	20
December	53	40	60		
Totals	3,822	4,842	4,556	4908	412

Equipment Services Performed by Port Staff

Telehandler Jobs

	2019	2020	2021	2022
January	4	2	0	8
February	1	6	3	2
March	6	4	6	5
April	7	10	5	7
May	6	3	7	6
June	3	0	3	4
July	1	5	0	1
August	3	4	1	0
September	3	3	1	2
October	10	6	5	7
November	3	9	13	9
December	15	5	3	
Totals	62	57	47	51

Travel Lift Haul-Outs

	2019	2020	2021	2022
January	2	1	0	2
February	2	5	1	6
March	4	5	6	6
April	7	5	6	7
May	13	9	5	8
June	16	15	12	6
July	15	14	7	8
August	8	4	7	5
September	7	6	8	4
October	9	8	4	11
November	8	5	12	6
December	5	1	0	
Totals	96	78	68	69

Commercial Receiving Dock

Public Hoist – Staff inspected and greased public hoist. Crab pot slings and a rated dump bucket were purchased for extra equipment unloading / loading gear or product. Pacific Seafood and small boat owners have inquired about using the hoist for crab season. For the use of the public hoist, appointments must be made at front office or with Harbormaster.

Hallmark Seafood – Visual inspections of the dock surface and support structure. No evidence of new failures. Staff will continue to monitor throughout the season and report of any changes. Hoists are operational

Bornstein Seafood – Steel wall bumper was resecured. Sandbags and water control measures were put out for winter months to help improve water quality. Dock and Hoist are operational

Pacific Seafood – Hoists and docks are operational. The North dock that is closest to A dock is showing signs of failure in the support structures due to rot. We will continue to monitor the supports and surface and report on any major changes.

Commercial Retail Building

No changes to report of the boatyard warehouse structure. Clean up and grading was completed by 5R construction to the backside of the warehouse. Sherriff office reported a small leak in their building. Staff went up on roof and found a loose shingle that had moss build up underneath it. This was allowing the wind to blow the water uphill and begin leaking inside. After we have some better weather, we will be removing the moss and cleaning gutters.

Maintenance Crew

Staff completed 81 work orders for the month of November. Staff made upgrades to the gates that were installed at the commercial bathrooms. Someone pried off the locking mechanism on the men's side to gain entry to the showers. With the help of John's Portable Welding, we fabricated angle iron to cover all hinge, and locking points. No new reports on the bathroom currently. All hydraulic fittings on the Travel Lift have been taped to protect against corrosion. Retail lighting timer was adjusted for daylight savings time. Two wax rings on the Kite Field urinals were replaced.

Office Staff

Attached is office staff completed tasks. Office will continue to document what and when things are completed.

Following our hiring policy, the Port has created a job description and placed an ad on website and newspaper for an Office Manager. The tasks will fall in line with the Director of Finance position. We hope to have this position filled by Jan 2, 2023.

April's Tasks Completed: Nov 2022

Date:

NOVEMBER

- November 1-
November 4** Prepared renewal notice letters, created invoices and sent out 27 Moorage Renewals for December.
- November 9** Sent letters to 131 moorage customers whose boat registrations (OSMB) expire on 12/31/22, asking them to renew registrations and provide a copy of valid registration to port office upon receipt.
- November 10** Sent letters to 283 moorage customers reminding them that winter storms are arriving, and asking that they check their tie lines, bumpers, electric cords, bilge pumps, etc.
- November 14** Designed the 2023-2024 Parking Permits for the Marina. Submitted design to vendor. Ordered 2,000 permits for the upcoming year.
- Note: I have issued 1,641 parking permits, so far, in 2022*
- November 21** Gathered 6 leases, 3 amendments, rate sheet and corresponding resolution/meeting minutes approving 2021-2022 rates, along with copies of April 2022 lease invoices, for scan and email as requested by Connie Huntsman CPA for this years Audit (Kim was out on vacation).
- November 28** Created and sent invoices for boat / trailer Storage customers (December 2022 invoices) 25 customers.
- November 29** Created and sent invoices for all Gear Storage customers (December 2022 invoices) 38 customers.
- Nov 1 – 30** Daily deposit of credit card payments received at front office.
- Nov 1 – 30** Counting and verifying all cash / check deposits prior to staff taking them to the bank.
- Nov 1 – 30** Accepting Moorage renewals, payments, etc., customer service in office, by phone and via email.
- Nov 1 – 30** Daily back up of QuickBooks at end of day.

NOTES:

Danielle's Tasks Completed

Date:
NOVEMBER

- November 1** New tide books have been ordered for 2023 but will not be shipped until the end of the month.
- November 4** Attended the Board of Commissioners Special Meeting.
- November 4** Minutes for November 4th Special Commissioner Meeting have been completed and draft minutes have been posted on the website.
- November 7** Safety meeting with all staff members regarding updates to the Stormwater Pollution Control Plan.
- November 7** Travis & Danielle collected water samples for 1200Z permit. Danielle took samples to Grants Pass.
- November 9** Travis & Jack Akin spoke with Region Ten Community Grants about matching funds, application submittal award date by March 1, 2023 with application. Will also submit pre award costs for EPA to review for eligibility.
- November 9** Inspection of the shop warehouse was completed.
- November 10** Packets for November 16th Regular Commissioner meeting was completed, given to the Board, and published on the Port website.
- November 10** Inventory of gear storage, Boat/Trailer storage and dock slips were completed.
- November 14** Individual drove off south jetty, was on scene most of the day waiting for vehicle to be removed.
- November 16** Attended the Board of Commissioners Regular Meeting.
- November 28** Water meter readings were sent to Harbor Sanitary.
- November 29** Packets for November 30th Special Commissioner meeting was completed, given to the Board, and published on the Port website.
- November 30** Attended the Board of Commissioners Special Meeting.
- November 30** Minutes for November 16th Regular Meeting have been completed and draft minutes have been posted on the website.

For November 2022:

9 Telehandler Jobs:

- 11/3 "Miss Emily" ½ hour
- 11/8 "Miss Sarah" 1 hour
- 11/9 "Karen Jan" 1 hour
- 11/10 "Warrior II" 2.5 hours
- 11/16 "Noah's Ark" 1 hour
- 11/16 "Miss Sarah" ½ hour
- 11/28 "Pacific Hooker" 2 hours
- 11/29 "Warrior II" 1.5 hours
- 11/29 "Pacific Hooker" ½ hour

6 Haul Outs:

- 11/15 "Restless"
- 11/16 "Nemo's"
- 11/17 "Moray"
- 11/21 "Lady Louise"
- 11/23 "Summertime Snow"
- 11/29 "Survivor"

81 Work Orders completed – see attached spreadsheet.

0 boats were inspected for seaworthiness in November.

Ongoing Inspections:

Triumph – reinspection is scheduled for 12/7 at 2:00 pm

Class Sea Lady – has until 12/1 to make decision / reinspection

Thor – has until 12/15 to repair for reinspection

Currently scheduling upcoming Inspections for:

Taku – N 20: waiting for customer callback to schedule as of 11/29

Nazdarovya – C 14: waiting for customer callback to schedule as of 11/29

WORK ORDERS LOG
Port of Brookings Harbor
November 2022

Date	Location	Description of Work	Corrective Action	Completed	Completed By
11/1/22	Basin 2, Restrooms	Remove jam from men's shower coin acceptor	Completed	11/1/22	Brent
10/26/22	Basin 2, Q18	Replace burnt outlet / plug on pedestal	Completed	11/1/22	Brent & Travis
11/1/22	Basin 2, E-G-I Docks	Tighten loose fingers	Completed	11/1/22	Shawn & Sean
11/1/22	Boatyard	Clean up yard	Completed	11/1/22	Shawn & Sean
11/1/22	RV Park	Dig up 2 electric pedestals	Completed	11/1/22	Shawn & Sean
11/2/22	Port Property	Monthly sewer inspections	Completed	11/2/22	Brent
11/2/22	Basin 2, Q and P Docks	Tighten loose fingers	Completed	11/2/22	Shawn & Sean
11/2/22	Basin 1, A Dock	Tighten loose fingers	Completed	11/2/22	Shawn & Sean
11/2/22	Basin 2, P 1	Install new cleat	Completed	11/2/22	Shawn & Sean
11/2/22	Basin 1, O 9/10	Tighten loose bolts / rub board	Completed	11/2/22	Shawn & Sean
11/2/22	Basin 1, G Dock	Replace 2 water spickets	Completed	11/2/22	Shawn & Sean
11/3/22	Fuel Dock	Fill telehandler	Completed	11/3/22	Shawn
11/3/22	Boatyard	Finish wrapping fittings on Travelift	Completed	11/3/22	Shawn & Sean
11/3/22	Port Property	Put out charcoal bags at storm drains	Completed	11/3/22	Shawn & Sean
11/3/22	Basin 1, A Dock at Ramp	Replace pen and sleeve	Completed	11/3/22	Shawn, Travis & Brent
11/1/22	RV Park, Office	Remove AC unit and put into storage	Completed	11/3/22	Trent
11/4/22	RV Park	Close gaps in storm wall, add 3 blocks	Completed	11/4/22	Brent & Travis
11/4/22	RV Park, Site 13	Repair light at top of pedestal, install new cage	Completed	11/4/22	Trent
11/1/22	RV Park, Office	Clean, scuff and paint front door	Completed	11/5/22	Trent
11/3/22	Basin 1, A 32	Replace burnt out 30 amp receptacle	Completed	11/7/22	Brent & Gowman Electric
11/7/22	Basin 2, Restrooms	Install gates to control access to showers	Completed	11/7/22	Brent & Marian
11/7/22	Basin 1 and 2	Walk docks	Completed	11/7/22	Shawn & Sean
11/8/22	RV Park	Reduce to 1 dumpster, move other to boatyard	Completed	11/8/22	Brent
11/8/22	Boatyard	Do inventory count of dock bolt hardware	Completed	11/8/22	Shawn & Sean
11/8/22	Boatyard	Move boat	Completed	11/8/22	Shawn, Sean, Brent & Travis
11/8/22	Boatyard	Clean up old doors to shop	Completed	11/8/22	Shawn & Sean
11/9/22	Retail, Harbor Corner Market	Replace screws in loose door strike	Completed	11/9/22	Brent
11/9/22	Basin 2, P-Q Dock at Main Dock	Replace whalers	Completed	11/9/22	Shawn, Sean & Brent
11/10/22	Gear Storage Area	Remove pallets	Completed	11/10/22	Shawn
11/10/22	Basin 2, N-O at Ramp	Install new roller plates at bottom of ramp	Completed	11/10/22	Shawn & Sean
11/14/22	RV Park, Dry Camp Area	Remove fence	Completed	11/14/22	Shawn & Sean
11/14/22	Basin 1, B 11	Tighten cleats	Completed	11/14/22	Shawn & Sean
11/14/22	RV Park, Dry Camp Area	Clean up after car wreck in site / on jetty / trail	Completed	11/14/22	Shawn & Sean
11/9/22	RV Park, Site 26	Replace water spicket	Completed	11/14/22	Trent
11/15/22	Boatyard	Move docks for pond	Completed	11/15/22	Shawn & Sean
11/15/22	Gear Storage Area	Load nets onto trailer	Completed	11/15/22	Shawn
11/15/22	Gear Storage Area	Move gear	Completed	11/15/22	Shawn & Sean
11/16/22	RV Park	Unload blocks	Completed	11/16/22	Shawn & Brent
11/16/22	Boatyard	Haul out houseboat	Completed	11/16/22	Shawn, Sean, Brent & Travis
11/16/22	Basin 2, Restrooms	Remove jam from men's shower coin acceptor	Completed	11/16/22	Brent
11/16/22	Fuel Dock	Disassemble and repair valve on sani-sailor	Completed	11/16/22	Brent
11/16/22	Steelwall	Take diver to steel wall in boat	Completed	11/16/22	Shawn
11/16/22	Transient Dock	Clear brush and trees	Completed	11/16/22	Shawn & Sean
11/17/22	Boatyard	Paint Travelift	Completed	11/17/22	Shawn & Sean
11/17/22	RV Park	Pick up old pedestals	Completed	11/17/22	Shawn & Sean
11/17/22	Boatyard	Work on burm	Completed	11/17/22	Shawn & Sean
11/16/22	RV Park	Remove old site numbers and install new ones	Completed	11/18/22	Trent
11/9/22	Travelift Ramp	Screw bolts down	Completed	11/18/22	Shawn & Sean
11/18/22	Basin 1 and 2	Walk docks, and do boat inventory	Completed	11/18/22	Shawn & Sean
11/18/22	Basin 2, Restrooms	Secure locking gate, add angle iron and locks	Completed	11/18/22	Brent
11/16/22	RV Park, Site 50	Clean out and empty firepit	Completed	11/20/22	Trent
11/1/22	RV Park, Office	Clean alcove, outside of office	Completed	11/21/22	Trent
11/21/22	Fuel Dock	Fuel telehandler and travelift	Completed	11/21/22	Shawn & Sean
11/21/22	RV Park	Smash trash in dumpsters	Completed	11/21/22	Shawn
11/21/22	RV Park, Dry Camp Area	Remove old concrete posts and install 3 new	Completed	11/21/22	Shawn & Sean
11/14/22	Retail, Court Yard	Adjust court lights to new time change	Completed	11/21/22	Brent
11/22/22	RV Park, Dry Camp Area	Build fence	Completed	11/22/22	Shawn & Sean
11/22/22	Port Shop	Cut tongue and groove down for RV Park fence	Completed	11/22/22	Shawn & Sean
11/22/22	Port Office	Patch holes, rehang toilet paper holder	Completed	11/23/22	Danielle
11/22/22	Port Office	Build new cabinet for restroom	Completed	11/23/22	Danielle
11/23/22	Basin 1, B 15	Install new cleat	Completed	11/23/22	Sean
11/23/22	Port Office	Hang new cabinet in restroom	Completed	11/23/22	Shawn & Sean
11/23/22	Basin 1 and 2	Walk docks	Completed	11/23/22	Shawn & Sean
11/23/22	Basin 1	Remove boat from basin	Completed	11/23/22	Shawn, Sean, Brent & Travis
11/23/22	Fish Cleaning Station	Dump carcasses	Completed	11/23/22	Brent
11/23/22	RV Park	Check power out in site, customer error	Completed	11/23/22	Brent
11/23/22	RV Park	Mount and secure new WiFi system	Completed	11/23/22	Brent
11/28/22	Basin 1 and 2	Walk docks	Completed	11/28/22	Shawn & Sean
11/28/22	Kite Field, Restroom	Replace wax rings in 2 urinals	Completed	11/28/22	Shawn & Sean

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11/28/22	Steelwall	Lubricate public hoist	Completed	11/28/22	Shawn & Sean	70
11/29/22	Basin 2	Remove boat from basin	Completed	11/29/22	Shawn, Sean, Brent & Travis	71
11/29/22	Basin 1, A 11	Replace 2 cleats	Completed	11/29/22	Shawn & Sean	72
11/29/22	Bornstein	Pick up trash pallets	Completed	11/29/22	Shawn & Sean	73
11/29/22	Port Property	Patch pot holes	Completed	11/29/22	Shawn & Sean	74
11/29/22	Boatyard	Load boat onto trailer	Completed	11/29/22	Shawn, Sean, Brent & Travis	75
11/30/22	Basin 1 and 2	Walk docks	Completed	11/30/22	Shawn & Sean	76
11/30/22	Port Shop	Stain boards for new fence	Completed	11/30/22	Shawn & Sean	77
11/30/22	Retail, Sheriff Substation	Find/repair leak, unclog gutters, seal windows	Completed	11/30/22	Brent	78
11/1-11/30/22	Port Office	Daily backup of Quickbooks	Completed	11/1-11/30/22	April	79
11/1-11/30/22	Port Office	Verify accuracy cash/check deposits	Completed	11/1-11/30/22	April	80
11/1-11/30/22	Port Office	Daily credit card settlement & deposit	Completed	11/1-11/30/22	April	81
Total Work Orders						81

Date	Total Units	Occupied Units	Unoccupied Units	Occupancy
11/01/2022	127	4	123	3%
11/02/2022	127	5	122	4%
11/03/2022	127	9	118	7%
11/04/2022	127	7	120	6%
11/05/2022	127	9	118	7%
11/06/2022	127	9	118	7%
11/07/2022	127	7	120	6%
11/08/2022	127	6	121	5%
11/09/2022	127	7	120	6%
11/10/2022	127	10	117	8%
11/11/2022	127	11	116	9%
11/12/2022	127	13	114	10%
11/13/2022	127	8	119	6%
11/14/2022	127	7	120	6%
11/15/2022	127	5	122	4%
11/16/2022	127	8	119	6%
11/17/2022	127	6	121	5%
11/18/2022	127	8	119	6%
11/19/2022	127	9	118	7%
11/20/2022	127	6	121	5%
11/21/2022	127	9	118	7%
11/22/2022	127	14	113	11%
11/23/2022	127	27	100	21%
11/24/2022	127	31	96	24%
11/25/2022	127	31	96	24%
11/26/2022	127	24	103	19%
11/27/2022	127	7	120	6%
11/28/2022	127	5	122	4%
11/29/2022	127	5	122	4%
11/30/2022	127	6	121	5%
	3810	313		

November Occupancy	8%
Total	

FINANCIAL SUMMARY

Date: December 21, 2022
Period: November 2022
To: Travis Webster, Harbormaster/Acting Port Manager
Issued By: Kim Boom, Director of Finance and Accounting

Overview

This month saw a deficit in all General Fund Programs except the Commercial Retail. The Beachfront RV Park reservations continue to decrease, partly from the time of year and partly due to construction in progress. The time of year has also affected the Fuel Dock and Marina/Moorage & Storage revenue.

On a positive note, the Port received 95.4% of the budgeted Current Property Tax Receipts in the amount of \$238,456. The month of November is usually when the bulk of the Tax Receipts are received but will continue throughout the fiscal year.

The Port also received sale proceeds in the amount of \$174,236. This money was received and promptly transferred into our Reserve Fund, to be used for matching funds in reference to the EPA Community Grant for the Wastewater Treatment Plant.

Using the Port Construction Fund, a payment of \$108,386 was issued to McLennan Excavation, Inc. per contract for the RV Park Improvement Project.

Balance Sheet

End of the month unrestricted cash and equivalents totaled \$633,110. Restricted cash and equivalents totaled \$695,765 with Total Checking/Savings (cash) at \$1,328,875.

Profit & Loss

Total revenue for all funds was \$616,614. Total expense was \$469,692. The net income for November was \$146,922.

General Fund Programs	Program Revenues	Program Expenditures	Net
Beachfront RV Park	\$13,195	\$33,137	(\$19,942)
Commercial Retail	\$62,606	\$22,309	\$40,297
Fuel Dock	\$30,826	\$53,784	(\$22,958)
General Fund Grants	\$0	\$3,237	(\$3,237)
Marina	\$43,883	\$46,358	(\$2,475)
TOTALS	\$150,510	\$158,825	(\$8,315)

Budget Performance FY 2022-2023

Total income for all funds is 36.1%, with General Fund revenues at 38.6%. Total expenditure for all funds is 21.9%, with General Fund expenditure at 36.3%.

ATTACHMENTS

- Balance Sheet, 2 pages
- Profit & Loss for the November, 3 pages
- Profit & Loss Budget Performance, FY July 2022 thru June 2023 YTD, 4 pages
- Check Register, 3 pages
- Vendor Summary for January through December 2022 YTD, 4 pages

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

Port of Brookings Harbor Balance Sheet

Cash Basis

	Nov 30, 22
ASSETS	
Current Assets	
Checking/Savings	
100 · UNRESTRICTED CASH & EQUIVALENTS	
101 · GENERAL FUND CHECKING & LGIP	
10103 · General Funds Ckg Umpqua 3634	339,723.55
10104 · RCU Business Ownership 0687	18.31
10105 · RCU Business Savings 0600	10.00
10106 · General Fund LGIP 6017	252,342.45
10107 · Dredging Fund LGIP 6254	38,891.99
Total 101 · GENERAL FUND CHECKING & LGIP	630,986.30
10101 · Petty Cash	414.00
10102 · COUNTER CASH	
10102.1 · Office/Reception Cash Drawer	400.00
10102.2 · RV Park Cash Drawer	510.00
10102.3 · Fuel Dock Cash Drawer	800.00
Total 10102 · COUNTER CASH	1,710.00
Total 100 · UNRESTRICTED CASH & EQUIVALENTS	633,110.30
110 · RESTRICTED CASH & EQUIVALENTS	
104 · RESTRICTED MONEY MKT & CHECKING	
20104 · USDA BOND Umpqua MM 9529	2,521.17
30104 · Debt Service Umpqua MM 8627	2,516.44
40104 · Capital Projects Umpqua 8018	2,500.00
Total 104 · RESTRICTED MONEY MKT & CHECKING	7,537.61
105 · RESTRICTED LGIP	
20105 · USDA Bond Fund LGIP 6021	25,210.47
30105 · IFA Debt Service Fund LGIP 6020	72,723.31
50105 · Reserve Fund LGIP 6018	227,562.13
70105 · Capital Projects LGIP 6273	
70105.2 · Port Construction Fund	362,731.38
Total 70105 · Capital Projects LGIP 6273	362,731.38
Total 105 · RESTRICTED LGIP	688,227.29
Total 110 · RESTRICTED CASH & EQUIVALENTS	695,764.90
Total Checking/Savings	1,328,875.20
Accounts Receivable	
120 · ACCOUNTS RECEIVABLE	-16,277.51
Total Accounts Receivable	-16,277.51
Other Current Assets	
130 · DUE FROM TRANSFERS	
40130 · Due From Capital Projects	80,404.17
Total 130 · DUE FROM TRANSFERS	80,404.17
150 · Undeposited Funds	7,473.61
Total Other Current Assets	87,877.78
Total Current Assets	1,400,475.47
TOTAL ASSETS	1,400,475.47
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200 · ACCOUNTS PAYABLE	

Port of Brookings Harbor Balance Sheet

Cash Basis

	Nov 30, 22
10201 · General Fund Accounts Payable	-10,328.56
Total 200 · ACCOUNTS PAYABLE	-10,328.56
Total Accounts Payable	-10,328.56
Credit Cards	
106.1 · RCU Business Ownership 0687	18.31
106.2 · RCU Business Savings 0600	10.00
Total Credit Cards	28.31
Other Current Liabilities	
100222 · Payroll Liabilities	
10222 · HealthCare Premium - Dependent	-619.83
Total 100222 · Payroll Liabilities	-619.83
10226 · Lodging Tax Payable	9,975.53
230 · DUE TO TRANSFERS	
40230 · Due To General Fund from CP	80,404.17
Total 230 · DUE TO TRANSFERS	80,404.17
Total Other Current Liabilities	89,759.87
Total Current Liabilities	79,459.62
Total Liabilities	79,459.62
Equity	
300 · Fund Balance	
301 · Unappropriated Balance	
10301 · General Fund Unappropriated Bal	532,465.33
20301 · Revenue Bond Unappropriate Bal	102,351.92
30301 · Debt Service Unappropriated Bal	22,758.51
40301 · Capital Project Unappropriated	40,430.77
50301 · Reserve Fund Unappropriated Bal	402,738.52
70301 · Port Const. Fund Unappropriated	569,448.67
Total 301 · Unappropriated Balance	1,670,193.72
302 · Appropriated Carryover	
10302 · General Fund Appropriated Carry	-532,465.33
20302 · Revenue Bond Appropriated Carry	-102,351.92
30302 · Debt Service Appropriated Carry	-22,758.51
40302 · Capital Proj Appropriated Carry	-40,430.77
50302 · Reserve Fund Appropriated Carry	-402,738.52
70302 · Port Const. Fund Appropriated	-569,448.67
Total 302 · Appropriated Carryover	-1,670,193.72
Total 300 · Fund Balance	0.00
Net Income	1,321,015.85
Total Equity	1,321,015.85
TOTAL LIABILITIES & EQUITY	1,400,475.47

Port of Brookings Harbor
Profit & Loss
November 2022

	Nov 22
Income	
400 · REVENUES	
401 · GENERAL FUND REVENUES	
10412 · Property Tax Current	238,456.05
10413 · Property Tax Prior	1,483.61
10414 · Interest General Fund	536.40
10417 · Assets Sales	174,236.00
10418 · Miscellaneous	167.48
Total 401 · GENERAL FUND REVENUES	414,879.54
402 · GENERAL FUND PROGRAM REVENUES	
10421 · MARINA	
10421.2 · MOORAGE	
10421.3 · Commercial Slip Rent	4,989.60
10421.4 · Recreational Slip Rent	23,451.29
10421.5 · Transient	397.44
10421.6 · Other Moorage	952.50
Total 10421.2 · MOORAGE	29,790.83
10422 · Boat Launch	245.00
10423 · STORAGE	
10423.1 · Gear Storage	3,094.10
10423.2 · Boat Storage	2,190.00
Total 10423 · STORAGE	5,284.10
10424 · ADMINISTRATIVE FEES	700.00
10425 · MARINE SERVICES	
10425.1 · Travelift	5,740.00
10425.2 · 12 K Telehandler	828.00
10425.3 · Other Sales & Fees	1,295.05
Total 10425 · MARINE SERVICES	7,863.05
Total 10421 · MARINA	43,882.98
10427 · BEACHFRONT RV PARK	
10427.1 · Space Rental	11,656.39
10427.2 · Other Sales & Fees	1,538.43
Total 10427 · BEACHFRONT RV PARK	13,194.82
10428 · COMMERCIAL RETAIL	
10428.1 · Retail Property	24,814.30
10428.2 · Docks	13,162.76
10428.3 · CPI and Other Fees	24,628.88
Total 10428 · COMMERCIAL RETAIL	62,605.94
10429 · FUEL DOCK	30,825.64
Total 402 · GENERAL FUND PROGRAM REVENUES	150,509.38
420 · USDA REVENUE BOND FUND	
20414 · Interest Revenue Bond Fund	55.54
20419 · Transfer to USDA Bond Fund	10,843.00
Total 420 · USDA REVENUE BOND FUND	10,898.54
430 · DEBT SERVICE FUND REVENUE	
30414 · Interest Debt Service Fund	159.61
30419 · Transfer to Debt Service Fund	31,958.71
Total 430 · DEBT SERVICE FUND REVENUE	32,118.32

Port of Brookings Harbor
Profit & Loss
 November 2022

	Nov 22
450 · RESERVE FUND REVENUE	
50414 · Interest Reserve Fund	499.23
50419 · Transfer to Reserve Fund	2,000.00
Total 450 · RESERVE FUND REVENUE	2,499.23
460 · DEBT SERV. RV PARK IMPROV. FUND	
60419 · Transfer OR FFC 2020 Debt Serv.	4,809.87
Total 460 · DEBT SERV. RV PARK IMPROV. FUND	4,809.87
470 · PORT CONSTRUCTION FUND REVENUE	
70414 · Interest Port Construction Fund	899.47
Total 470 · PORT CONSTRUCTION FUND REVENUE	899.47
Total 400 · REVENUES	616,614.35
Total Income	616,614.35
Gross Profit	616,614.35
Expense	
600 · GENERAL FUND EXPENDITURES	
10900 · Operating Transfers Out General	49,611.58
500 · PERSONNEL SERVICES	
10502 · Office Staff	22,085.40
10504 · Operations Staff	29,624.62
10506 · Overtime	153.12
10508 · Payroll Taxes/Costs/Benefits	
10508.1 · Paid Holidays	4,053.72
10508.2 · Sick Leave Benefit	151.48
10508.3 · Vacation	2,542.06
10508.4 · Payroll Taxes	5,622.43
10508.5 · SEP Retirement	5,482.96
Total 10508 · Payroll Taxes/Costs/Benefits	17,852.65
10510 · Health Care and Dental	8,032.40
Total 500 · PERSONNEL SERVICES	77,748.19
601 · GENERAL FUND Material & Service	
10601 · ADVERTISING & NOTIFICATIONS	26.70
10602 · REPAIRS & MAINTENANCE	
10602.1 · Equip. Repair/Maintenance	370.57
10602.2 · Supplies	6,019.62
10602.3 · Services	10,631.43
Total 10602 · REPAIRS & MAINTENANCE	17,021.62
10603 · FUEL purchased for resale	34,312.28
10605 · UTILITIES	
10605.2 · RV Park Cable TV	714.08
10605.3 · Sanitary	2,424.87
10605.5 · Telecommunications	969.80
10605.6 · Waste Removal	8,288.67
Total 10605 · UTILITIES	12,397.42
10606 · OFFICE EXPENSE	526.59
10607 · BANK SERVICE & FINANCE FEES	1,985.33
10608 · TRAINING & TRAVEL	976.85
10609 · PERMITS, LICENSES, TAXES & MISC	1,507.69

Port of Brookings Harbor
Profit & Loss
November 2022

	Nov 22
10611 · PROFESSIONAL FEES	
10611.1 · Accounting/Auditing	5,130.00
10611.3 · Engineering	4,032.50
10611.4 · Other Support/Consultant	685.50
Total 10611 · PROFESSIONAL FEES	9,848.00
Total 601 · GENERAL FUND Material & Service	78,602.48
710 · GENERAL FUND CAPITAL OUTLAY	
10702 · Land Improvements	2,520.00
Total 710 · GENERAL FUND CAPITAL OUTLAY	2,520.00
Total 600 · GENERAL FUND EXPENDITURES	208,482.25
620 · USDA REVENUE BOND EXPENDITURES	
20801P · USDA Revenue Bond Principal	83,913.19
20810I · USDA Revenue Bond Interest	46,206.81
Total 620 · USDA REVENUE BOND EXPENDITURES	130,120.00
630 · DEBT SERVICE FUND EXPENDITURES	
801 · Principal	
30803P · 50 BFMII Travelift Principal	4,403.36
30804P · 2018 Genie Forklift Principal	1,267.20
Total 801 · Principal	5,670.56
810 · Interest Payments	
30813I · 50 BFMII Travelift Interest	255.64
30814I · 2018 Genie Forklift Interest	197.51
Total 810 · Interest Payments	453.15
Total 630 · DEBT SERVICE FUND EXPENDITURES	6,123.71
640 · CAPT. PROJ. EXPENDITURES	
740 · CAPT. PROJ. CAPITAL OUTLAY	
40702 · Land Improvement - Capt Proj	
40702.1 · Engineering/Consultants	11,770.00
Total 40702 · Land Improvement - Capt Proj	11,770.00
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	11,770.00
Total 640 · CAPT. PROJ. EXPENDITURES	11,770.00
660 · DEBT SERV. RV PARK EXPENDITURES	
60806P · RV Park Improv. Loan Principal	3,312.29
60815I · RV Park Improv. Loan Interest	1,497.58
Total 660 · DEBT SERV. RV PARK EXPENDITURES	4,809.87
670 · PORT CONST FUND EXPENDITURES	
70100 · PORT CONST. CAPITAL OUTLAY	
70700 · Land Improvement - Port Const.	
70701.3 · Services	108,385.77
Total 70700 · Land Improvement - Port Const.	108,385.77
Total 70100 · PORT CONST. CAPITAL OUTLAY	108,385.77
Total 670 · PORT CONST FUND EXPENDITURES	108,385.77
Total Expense	469,691.60
Net Income	146,922.75

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

	Jul - Nov 22	Budget	% of Budget
Income			
400 · REVENUES			
401 · GENERAL FUND REVENUES			
10411 · Cash Carry Over	337,247.33	490,000.00	68.8%
10412 · Property Tax Current	238,456.05	250,000.00	95.4%
10413 · Property Tax Prior	5,823.08	10,000.00	58.2%
10414 · Interest General Fund	2,069.62	2,000.00	103.5%
10417 · Assets Sales	174,236.00	10,000.00	1,742.4%
10418 · Miscellaneous	19,381.38	66,000.00	29.4%
10420 · Grants & Other Funding - GF	50,000.00	20,000.00	250.0%
Total 401 · GENERAL FUND REVENUES	827,213.46	848,000.00	97.5%
402 · GENERAL FUND PROGRAM REVENUES			
10421 · MARINA			
10421.2 · MOORAGE			
10421.3 · Commercial Slip Rent	49,344.78		
10421.4 · Recreational Slip Rent	147,652.06		
10421.5 · Transient	5,164.46	0.00	100.0%
10421.6 · Other Moorage	8,212.50		
Total 10421.2 · MOORAGE	210,373.80	0.00	100.0%
10422 · Boat Launch	17,924.00		
10423 · STORAGE			
10423.1 · Gear Storage	21,161.24		
10423.2 · Boat Storage	15,601.00		
10423 · STORAGE - Other	150.00		
Total 10423 · STORAGE	36,912.24		
10424 · ADMINISTRATIVE FEES	3,704.61	0.00	100.0%
10425 · MARINE SERVICES			
10425.1 · Travelift	24,650.00	0.00	100.0%
10425.2 · 12 K Telehandler	2,718.00	0.00	100.0%
10425.3 · Other Sales & Fees	14,205.78		
10425.4 · Public Hoist	1,098.45		
10425 · MARINE SERVICES - Other	0.00	0.00	0.0%
Total 10425 · MARINE SERVICES	42,672.23	0.00	100.0%
10426 · EVENTS ON PORT PROPERTY	3,166.00		
10421 · MARINA - Other	0.00	842,000.00	0.0%
Total 10421 · MARINA	314,752.88	842,000.00	37.4%
10427 · BEACHFRONT RV PARK			
10427.1 · Space Rental	210,792.92	0.00	100.0%
10427.2 · Other Sales & Fees	24,412.05	0.00	100.0%
10427 · BEACHFRONT RV PARK - Other	0.00	800,000.00	0.0%
Total 10427 · BEACHFRONT RV PARK	235,204.97	800,000.00	29.4%
10428 · COMMERCIAL RETAIL			
10428.1 · Retail Property	143,551.83	0.00	100.0%
10428.2 · Docks	78,957.44	0.00	100.0%
10428.3 · CPI and Other Fees	36,287.51	0.00	100.0%
10428 · COMMERCIAL RETAIL - Other	0.00	635,000.00	0.0%
Total 10428 · COMMERCIAL RETAIL	258,796.78	635,000.00	40.8%
10429 · FUEL DOCK	475,865.77	1,050,000.00	45.3%
Total 402 · GENERAL FUND PROGRAM REVENUE...	1,284,620.40	3,327,000.00	38.6%
420 · USDA REVENUE BOND FUND			
20411 · Cash Carry Over - USDA Revenue	102,841.78	102,820.00	100.0%
20414 · Interest Revenue Bond Fund	794.86	840.00	94.6%
20419 · Transfer to USDA Bond Fund	54,215.00	130,120.00	41.7%

**Port of Brookings Harbor
Profit & Loss Budget Performance FY 2022-2023**

July through November 2022

	Jul - Nov 22	Budget	% of Budget
Total 420 · USDA REVENUE BOND FUND	157,851.64	233,780.00	67.5%
430 · DEBT SERVICE FUND REVENUE			
30411 · Cash Carry Over - Debt Service	23,094.07	23,100.00	100.0%
30414 · Interest Debt Service Fund	470.68	616.00	76.4%
30419 · Transfer to Debt Service Fund	159,793.55	391,484.00	40.8%
Total 430 · DEBT SERVICE FUND REVENUE	183,358.30	415,200.00	44.2%
440 · CAPITAL PROJECTS FUND REVENUE			
40411 · Cash Carry Over - Capt Proj	0.00	2,500.00	0.0%
40416 · Government Funding			
40416.2 · FEMA Funding	66,460.92	3,580,000.00	1.9%
40416.3 · State Lottery Funding	0.00	0.00	0.0%
Total 40416 · Government Funding	66,460.92	3,580,000.00	1.9%
40419 · Transfer to Capital Project	0.00	0.00	0.0%
Total 440 · CAPITAL PROJECTS FUND REVENUE	66,460.92	3,582,500.00	1.9%
450 · RESERVE FUND REVENUE			
50411 · Cash Carry Over - Reserve Fund	215,799.89	215,700.00	100.0%
50414 · Interest Reserve Fund	1,762.24	1,500.00	117.5%
50419 · Transfer to Reserve Fund	10,000.00	26,000.00	38.5%
Total 450 · RESERVE FUND REVENUE	227,562.13	243,200.00	93.6%
460 · DEBT SERV. RV PARK IMPROV. FUND			
60419 · Transfer OR FFC 2020 Debt Serv.	24,049.35	57,720.00	41.7%
Total 460 · DEBT SERV. RV PARK IMPROV. FUND	24,049.35	57,720.00	41.7%
470 · PORT CONSTRUCTION FUND REVENUE			
70411 · Cash Carry Over - Port Const.	574,018.64	572,000.00	100.4%
70414 · Interest Port Construction Fund	3,752.63	1,170.00	320.7%
Total 470 · PORT CONSTRUCTION FUND REVE...	577,771.27	573,170.00	100.8%
Total 400 · REVENUES	3,348,887.47	9,280,570.00	36.1%
Total Income	3,348,887.47	9,280,570.00	36.1%
Gross Profit	3,348,887.47	9,280,570.00	36.1%
Expense			
600 · GENERAL FUND EXPENDITURES			
10900 · Operating Transfers Out General	248,057.90	605,324.00	41.0%
500 · PERSONNEL SERVICES			
10502 · Office Staff	89,946.73	289,000.00	31.1%
10504 · Operations Staff	112,769.38	267,800.00	42.1%
10506 · Overtime	2,253.39	8,000.00	28.2%
10508 · Payroll Taxes/Costs/Benefits			
10508.1 · Paid Holidays	6,722.68	0.00	100.0%
10508.2 · Sick Leave Benefit	1,385.77	0.00	100.0%
10508.3 · Vacation	18,565.85	0.00	100.0%
10508.4 · Payroll Taxes	23,067.31	0.00	100.0%
10508.5 · SEP Retirement	21,800.81	0.00	100.0%
10508 · Payroll Taxes/Costs/Benefits - Other	0.00	193,300.00	0.0%
Total 10508 · Payroll Taxes/Costs/Benefits	71,542.42	193,300.00	37.0%
10510 · Health Care and Dental	41,050.71	106,600.00	38.5%
10512 · Workers Compensation	20,639.83	22,000.00	93.8%
Total 500 · PERSONNEL SERVICES	338,202.46	886,700.00	38.1%
601 · GENERAL FUND Material & Service			
10601 · ADVERTISING & NOTIFICATIONS	2,709.69	5,624.00	48.2%
10602 · REPAIRS & MAINTENANCE			
10602.1 · Equip. Repair/Maintenance	21,417.71	0.00	100.0%
10602.2 · Supplies	62,538.71	0.00	100.0%

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

	Jul - Nov 22	Budget	% of Budget
10602.3 · Services	53,047.37	0.00	100.0%
10602 · REPAIRS & MAINTENANCE - Other	0.00	635,490.00	0.0%
Total 10602 · REPAIRS & MAINTENANCE	137,003.79	635,490.00	21.6%
10603 · FUEL purchased for resale	427,081.40	924,000.00	46.2%
10605 · UTILITIES			
10605.1 · Electric	31,434.78	0.00	100.0%
10605.2 · RV Park Cable TV	3,332.40	0.00	100.0%
10605.3 · Sanitary	20,050.83	0.00	100.0%
10605.5 · Telecommunications	5,503.63	0.00	100.0%
10605.6 · Waste Removal	47,447.44	0.00	100.0%
10605.7 · Water	8,219.74	0.00	100.0%
10605 · UTILITIES - Other	0.00	379,164.00	0.0%
Total 10605 · UTILITIES	115,988.82	379,164.00	30.6%
10606 · OFFICE EXPENSE	7,608.75	51,032.00	14.9%
10607 · BANK SERVICE & FINANCE FEES	23,091.89	64,134.00	36.0%
10608 · TRAINING & TRAVEL	1,663.58	8,453.00	19.7%
10609 · PERMITS, LICENSES, TAXES & MISC	41,155.17	46,089.00	89.3%
10610 · INSURANCE; PROP & CAS, BOND	51,684.92	126,314.00	40.9%
10611 · PROFESSIONAL FEES			
10611.1 · Accounting/Auditing	6,630.00	0.00	100.0%
10611.2 · Attorney	35,993.00	0.00	100.0%
10611.3 · Engineering	36,968.37	0.00	100.0%
10611.4 · Other Support/Consultant	6,374.53	0.00	100.0%
10611 · PROFESSIONAL FEES - Other	0.00	175,000.00	0.0%
Total 10611 · PROFESSIONAL FEES	85,965.90	175,000.00	49.1%
601 · GENERAL FUND Material & Service - Other	376.58		
Total 601 · GENERAL FUND Material & Service	894,330.49	2,415,300.00	37.0%
710 · GENERAL FUND CAPITAL OUTLAY			
10702 · Land Improvements	19,101.25		
10704 · Equipment	7,105.73	0.00	100.0%
710 · GENERAL FUND CAPITAL OUTLAY - Other	0.00	25,000.00	0.0%
Total 710 · GENERAL FUND CAPITAL OUTLAY	26,206.98	25,000.00	104.8%
920 · OPERATING CONTINGENCY	0.00	217,676.00	0.0%
Total 600 · GENERAL FUND EXPENDITURES	1,506,797.83	4,150,000.00	36.3%
620 · USDA REVENUE BOND EXPENDITURES			
20801P · USDA Revenue Bond Principal	83,913.19	83,913.00	100.0%
20810I · USDA Revenue Bond Interest	46,206.81	46,207.00	100.0%
Total 620 · USDA REVENUE BOND EXPENDITURES	130,120.00	130,120.00	100.0%
630 · DEBT SERVICE FUND EXPENDITURES			
30802P · IFA PRINCIPAL			
30802.1 · OBDD #520139/Boardwalk Prin	3,793.46	0.00	100.0%
30802.2 · OBDD #525172/RV Park Prin.	3,420.92	0.00	100.0%
30802.3 · OBDD #525176/Green Bldg Prn	6,024.09	0.00	100.0%
30802.4 · OBDD #525181/EurekaFish Prn	3,912.98	0.00	100.0%
30802.5 · SPWF #L02009/Cold Strg Prin	55,663.62	0.00	100.0%
30802.8 · SPWF L02001/MarineFuel Dock Prn	0.00	0.00	0.0%
30802.9 · SPWF X03004/Eureka Fishery Prin	4,684.93	0.00	100.0%
30802P · IFA PRINCIPAL - Other	0.00	318,000.00	0.0%
Total 30802P · IFA PRINCIPAL	77,500.00	318,000.00	24.4%
801 · Principal			
30803P · 50 BFMII Travellift Principal	21,830.89	53,293.00	41.0%
30804P · 2018 Genie Forklift Principal	6,286.46	15,374.00	40.9%

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

	Jul - Nov 22	Budget	% of Budget
Total 801 · Principal	28,117.35	68,667.00	40.9%
810 · Interest Payments			
30813I · 50 BFMII Travelift Interest	1,464.11	2,623.00	55.8%
30814I · 2018 Genie Forklift Interest	1,037.09	2,210.00	46.9%
Total 810 · Interest Payments	2,501.20	4,833.00	51.8%
Total 630 · DEBT SERVICE FUND EXPENDITURES	108,118.55	391,500.00	27.6%
640 · CAPT. PROJ. EXPENDITURES			
40602 · Materials & Services Capt Proj	0.00	0.00	0.0%
740 · CAPT. PROJ. CAPITAL OUTLAY			
40702 · Land Improvement - Capt Proj			
40702.1 · Engineering/Consultants	43,746.00	0.00	100.0%
40702.2 · Supplies	0.00	0.00	0.0%
40702 · Land Improvement - Capt Proj - Other	0.00	3,580,000.00	0.0%
Total 40702 · Land Improvement - Capt Proj	43,746.00	3,580,000.00	1.2%
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	43,746.00	3,580,000.00	1.2%
Total 640 · CAPT. PROJ. EXPENDITURES	43,746.00	3,580,000.00	1.2%
650 · RESERVE FUND EXPENDITURES			
50200 · RESERVE for FUTURE EXPENDITURE	0.00	243,200.00	0.0%
Total 650 · RESERVE FUND EXPENDITURES	0.00	243,200.00	0.0%
660 · DEBT SERV. RV PARK EXPENDITURES			
60806P · RV Park Improv. Loan Principal	16,483.17	39,900.00	41.3%
60815I · RV Park Improv. Loan Interest	7,566.18	17,820.00	42.5%
Total 660 · DEBT SERV. RV PARK EXPENDITURES	24,049.35	57,720.00	41.7%
670 · PORT CONST FUND EXPENDITURES			
70100 · PORT CONST. CAPITAL OUTLAY			
70700 · Land Improvement - Port Const.			
70701.3 · Services	215,039.89		
70700 · Land Improvement - Port Const. - Ot..	0.00	0.00	0.0%
Total 70700 · Land Improvement - Port Const.	215,039.89	0.00	100.0%
70100 · PORT CONST. CAPITAL OUTLAY - Other	0.00	573,170.00	0.0%
Total 70100 · PORT CONST. CAPITAL OUTLAY	215,039.89	573,170.00	37.5%
Total 670 · PORT CONST FUND EXPENDITURES	215,039.89	573,170.00	37.5%
930 · Fund Balances			
10930 · Unappropriated Balance GF	0.00	25,000.00	0.0%
20930 · Unappropriated Balance-USDA	0.00	103,660.00	0.0%
30930 · Unappropriated Balance Debt	0.00	23,700.00	0.0%
40930 · Unappropriated Balance Capt Pro	0.00	2,500.00	0.0%
Total 930 · Fund Balances	0.00	154,860.00	0.0%
Total Expense	2,027,871.62	9,280,570.00	21.9%
Net Income	1,321,015.85	0.00	100.0%

Port of Brookings Harbor

Check Registers

As of November 30, 2022

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
100 - UNRESTRICTED CASH & EQUIVALENTS						
101 - GENERAL FUND CHECKING & LGIP						
10103 - General Funds Ckg Umpqua 3634						
Bill Pmt -Check		11/03/2022	AutoZone, Inc.	QuickBooks generated zero amount transaction for bill payment stub	0.00	
Bill Pmt -Check	ACH DEBIT	11/05/2022	US Bank Equipment Finance	Contract No. 500-0623925-000 RICOH IMC8000 Copier		223.20
Bill Pmt -Check	ACH DEBIT	11/07/2022	Spectrum Business 8752 19 060 0247029	Internet & Voice for Port Meeting Room 10/19/22 - 11/18/22		124.98
Bill Pmt -Check	ACH DEBIT	11/04/2022	Spectrum Business 8752 19 060 0251369	Internet & Voice for Port Shop Offices 10/17/22 - 11/16/22		117.97
Check	ACH DEBIT	11/11/2022	ADP	Advice of Debit 618461119 Payroll Date: 11/02/2022		145.83
Bill Pmt -Check	ACH DEBIT	11/28/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		17,636.51
Bill Pmt -Check	ACH DEBIT	11/18/2022	VERIZON WIRELESS	Account#742050310-0001 Mobile Phones for Staff		312.54
Bill Pmt -Check	ACH DEBIT	11/22/2022	Spectrum Business 8752 19 060 0226494	Internet for Port Office 11/05/2022 - 12/04/2022		109.98
Bill Pmt -Check	ACH DEBIT	11/28/2022	Dish Network	ACCOUNT#8255707024149507 RV Park Satellite TV		714.08
Check	ACH DEBIT	11/14/2022	BL RV Park	STRIPE DEBIT - REFUNDS Issued 11/09/2022		175.73
Bill Pmt -Check	ACH DEBIT	11/29/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		16,675.77
Bill Pmt -Check	ACH DEBIT	11/28/2022	Spectrum Business 8752 19 060 0025169	8752 19 060 0025169-Beachfront RV Internet		105.22
Bill Pmt -Check	ACH DEBIT	11/15/2022	Ziply Fiber 541-412-7930-102902-5	541-412-7930-102902-5 Fuel Dock Telephone		42.76
Bill Pmt -Check	ACH DEBIT	11/15/2022	Ziply Fiber 541-469-5867-121516-5	541-469-5867-121516-5 Beachfront RV Park		156.35
Bill Pmt -Check	ACH DEBIT	11/16/2022	Chevron Business Card	Account #: 049607075666 Fuel Purchases for Port Vehicles/Equipment		836.35
Bill Pmt -Check	ACH DEBIT	11/29/2022	Department of State Lands	JPA - Permit Processing Fee 2022 Removal - Fill - Application No. APP0064152		1,242.00
Check	ACH DEBIT	11/25/2022	ADP	Advice of Debit 619301747 Payroll Date: 11/16/2022		145.83
Check	ACH DEBIT	11/25/2022	ADP	Advice of Debit #619586704 ezLaborManager/ADP 300 Timeclock (3 Timeclocks)		176.85
Bill Pmt -Check	ACH DEBIT	11/04/2022	ADP	Advice of Debit #618133316 Premium Only Plan Annual Fee		350.00
Bill Pmt -Check	ATM DEBIT	11/02/2022	Rentrap Enterprise/Fidelis Screening	2 Moorage Background checks		39.90
Bill Pmt -Check	ATM DEBIT	11/02/2022	SimpliSafe	Support for Port Office Alarm System SUPPORT OCT 2022		17.99
Bill Pmt -Check	ATM DEBIT	11/01/2022	FRED MEYER	Chocolates for Halloween (Trick or Treat)		19.98
Bill Pmt -Check	ATM DEBIT	11/04/2022	US Relay/HD Relay	HD Relay Advanced Streaming - 500GB Monthly		99.00
Bill Pmt -Check	ATM DEBIT	11/04/2022	Proficient Auto Center, Inc.	11/03/2022- Repairs to EQ#1110 2007 Chevrolet CK2500		236.00
Bill Pmt -Check	ATM DEBIT	11/07/2022	Boat-ed.com/Safety Courses	Boater Education Card - Sean Armstrong		59.95
Bill Pmt -Check	ATM DEBIT	11/04/2022	Sunriver Resort	4 Lodging Reservations for SDAO Annual Conference		126.85
Bill Pmt -Check	ATM DEBIT	11/04/2022	Sunriver Resort	4 Lodging Reservations for SDAO Annual Conference		126.85
Bill Pmt -Check	ATM DEBIT	11/04/2022	Sunriver Resort	4 Lodging Reservations for SDAO Annual Conference		126.85
Bill Pmt -Check	ATM DEBIT	11/04/2022	Sunriver Resort	4 Lodging Reservations for SDAO Annual Conference		126.85
Bill Pmt -Check	ATM DEBIT	11/09/2022	Firefly Reservations	Beachfront RV Park reservation system		199.00
Bill Pmt -Check	ATM DEBIT	11/04/2022	Pacific Office Automation	Customer # 507410 Copier Lease & Maintenance		222.23
Bill Pmt -Check	ATM DEBIT	11/16/2022	Walmart	2-Copy Bathroom Medicine Storage Wall Cabinet for Port Office Restroom		58.59
Bill Pmt -Check	ATM DEBIT	11/21/2022	Sunriver Resort	One night dep/1 Rms for SDAO Conference in February		219.50
Bill Pmt -Check	ATM DEBIT	11/23/2022	My Parking Permit	5'x3" Marina Parking Passes for 2023 - 2024		1,792.00
Check	DEBIT	11/02/2022	Edward Jones	Employer Contribution 11/02/2022 ConfirmationTB1N1-19CNF		137.41
Check	DEBIT	11/02/2022	Edward Jones	Employer Contribution 11/02/2022 ConfirmationTB1N1-19ZK4		248.80
Check	DEBIT	11/02/2022	Edward Jones	Employer Contribution 11/02/2022 ConfirmationTB1N1-1B0XN		152.63
Check	DEBIT	11/02/2022	Edward Jones	Employer Contribution 11/02/2022 ConfirmationTB1N1-1B2F6		156.00
Check	DEBIT	11/02/2022	Edward Jones	Employer Contribution 11/02/2022 ConfirmationTB1N1-1B3SH		64.28
Check	DEBIT	11/02/2022	Edward Jones	Employer Contribution 11/02/2022 ConfirmationTB1N1-1B5Z1		199.75
Check	DEBIT	11/02/2022	Edward Jones	Employer Contribution 11/02/2022 ConfirmationTB1N1-1B7Z2		176.50
Check	DEBIT	11/02/2022	Edward Jones	Employer Contribution 11/02/2022 ConfirmationTB1N1-1B9Q9		136.46
Check	DEBIT	11/02/2022	Edward Jones	Employer Contribution 11/02/2022 ConfirmationTB1N1-1BRZ7		350.80
Check	DEBIT	11/02/2022	TD Ameritrade	Employer Contribution 11/02/2022 ConfirmationTB1N1-1B1N6		195.56
Check	DEBIT	11/02/2022	Elavon	OCT 2022 MERCHANT SERVICE FEE ACCT#316		738.99
Check	DEBIT	11/02/2022	Elavon	OCT 2022 MERCHANT SERVICE FEE ACCT#873 Ventek Boat Launch		117.56
Check	DEBIT	11/02/2022	Elavon	OCT 2022 MERCHANT SERVICE FEE ACCT#951		711.88
Check	DEBIT	11/04/2022	Russell Fisheries Inc./ Day, Jim	Refund for Invoices#20221786		360.00
Check	DEBIT	11/16/2022	Edward Jones	Employer Contribution 11/16/2022 ConfirmationTCGFB-YJ1NY		152.00
Check	DEBIT	11/16/2022	Edward Jones	Employer Contribution 11/16/2022 ConfirmationTCGFB-YJ5YY		248.80
Check	DEBIT	11/16/2022	Edward Jones	Employer Contribution 11/16/2022 ConfirmationTCGFB-YJVKF		150.63
Check	DEBIT	11/16/2022	Edward Jones	Employer Contribution 11/16/2022 ConfirmationTCGFB-YJXFM		156.13
Check	DEBIT	11/16/2022	Edward Jones	Employer Contribution 11/16/2022 ConfirmationTCGFB-YJYTB		71.80
Check	DEBIT	11/16/2022	Edward Jones	Employer Contribution 11/16/2022 ConfirmationTCGFB-YK0B2		193.07
Check	DEBIT	11/16/2022	Edward Jones	Employer Contribution 11/16/2022 ConfirmationTCGFB-YK1N4		141.61
Check	DEBIT	11/16/2022	Edward Jones	Employer Contribution 11/16/2022 ConfirmationTCGFB-YK3J3		178.62
Check	DEBIT	11/16/2022	Edward Jones	Employer Contribution 11/16/2022 ConfirmationTCGFB-YK5Q7		350.80
Check	DEBIT	11/16/2022	TD Ameritrade	Employer Contribution 11/16/2022 ConfirmationTCGFB-YK6SQT		184.51
Check	DEBIT	11/30/2022	Edward Jones	Employer Contribution 11/30/2022 ConfirmationTF072-W6H5Q		139.71
Check	DEBIT	11/30/2022	Edward Jones	Employer Contribution 11/30/2022 ConfirmationTF072-W7FLW		248.80
Check	DEBIT	11/30/2022	Edward Jones	Employer Contribution 11/30/2022 ConfirmationTF072-W7H6Y		151.56
Check	DEBIT	11/30/2022	Edward Jones	Employer Contribution 11/30/2022 ConfirmationTF072-W7K0D		156.05

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Port of Brookings Harbor

Check Registers

As of November 30, 2022

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Check	DEBIT	11/30/2022	Edward Jones	Employer Contribution 11/30/2022 ConfirmationTF072-W7MQM		71.38
Check	DEBIT	11/30/2022	Edward Jones	Employer Contribution 11/30/2022 ConfirmationTF072-W7P6T		193.29
Check	DEBIT	11/30/2022	Edward Jones	Employer Contribution 11/30/2022 ConfirmationTF072-W7RPW		152.22
Check	DEBIT	11/30/2022	Edward Jones	Employer Contribution 11/30/2022 ConfirmationTF072-W7T93		177.26
Check	DEBIT	11/30/2022	Edward Jones	Employer Contribution 11/30/2022 ConfirmationTF072-W7VS2		350.80
Check	DEBIT	11/30/2022	TD Ameritrade	Employer Contribution 11/30/2022 ConfirmationTF072-W7X0G		195.73
Bill Pmt -Check	PayPal	11/03/2022	Microsoft	Office 365 Home Annual Subscription for Front Desk Computer		69.99
Bill Pmt -Check	PayPal	11/25/2022	Zoom Video Communications Inc.	Account#113208511 Standard Pro Monthly Service		14.99
Bill Pmt -Check	PayPal	11/28/2022	Adobe	Adobe Acrobat Pro DC Annual Plan Paid Monthly 27-NOV-2022 to 26-DEC-2022		14.99
General Journal	DEBT 11/01	11/01/2022		Transfer to Debt Service Fund for Travelift Payment		4,659.00
General Journal	DEBT 11/01	11/01/2022		Transfer to Debt Service Fund for Fork Lift Payment		1,464.71
General Journal	DEBT 11/01	11/01/2022		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment		4,809.87
General Journal	PAY 11/02	11/02/2022		Rec 11/02/2022 payroll		14,653.43
General Journal	TAX 11/02	11/02/2022		Rec 11/02/2022 payroll		5,949.16
General Journal	CP 11/04	11/04/2022		Transfer to Capital Projects for payment to EMC Engineers inv#91009-2216		10,450.00
General Journal	CP 11/04	11/04/2022		Transfer to Capital Projects for payment to EMC Engineers inv#91009-2217		1,320.00
General Journal	GF 11/16	11/16/2022		Transfer \$100,000 from Umpqua Bank to LGIP - General Funds		100,000.00
General Journal	PAY 11/16	11/16/2022		Rec 11/16/2022 payroll		14,751.04
General Journal	TAX 11/16	11/16/2022		Rec 11/16/2022 payroll		6,006.97
General Journal	PAY 11/30	11/30/2022		Rec 11/30/2022 payroll		14,814.36
General Journal	TAX 11/30	11/30/2022		Rec 11/30/2022 payroll		6,029.03
Bill Pmt -Check	11247	11/04/2022	EMC-Engineers/Scientists, LLC	30.7 Hrs Port Engineering RE Wastewater Treatment Plant		3,070.00
Bill Pmt -Check	11248	11/04/2022	EMC-Engineers/Scientists, LLC	REIMBURSEMENT: Cascadia Geoservices, Inc. inv#2534		962.50
Bill Pmt -Check	11249	11/04/2022	Amazon Capital Services	Business Account #A2VUC5YWS42764 - Supplies/Materials		108.75
Bill Pmt -Check	11250	11/04/2022	BI-MART	Account #931481 Water & Supplies		60.35
Bill Pmt -Check	11251	11/04/2022	Curry Transfer & Recycling	Account #2040-2434-001 Trash Dumpsters		9,132.67
Bill Pmt -Check	11252	11/04/2022	Fastenal Industrial Supplies	Customer No. ORBRK0013 Toiletries & Supplies		668.25
Bill Pmt -Check	11253	11/04/2022	Gowman Electric, Inc.	CCB: 198999 Electrical Repair		427.50
Bill Pmt -Check	11254	11/04/2022	Harbor Sanitary District	OCTOBER 2022 Sanitary Bill		2,424.87
Bill Pmt -Check	11255	11/04/2022	Northwest Parking Equipment Company	Supplies for Boat Launch Kiosk		328.87
Bill Pmt -Check	11256	11/04/2022	SDAO Spec. Dist. Assoc. OR - Healthcare	Customer #: 03-0016414 - HEALTHCARE PREMIUM		9,497.67
Bill Pmt -Check	11257	11/04/2022	Suburban Propane	10/26/2022- Delivery of 71.2 Gallons of Propane - RV Park		364.49
Bill Pmt -Check	11258	11/04/2022	Thermo Fluids, Inc.	Account # PO24273 Removal of Used Oil and Oily Water		141.00
Bill Pmt -Check	11259	11/04/2022	Tidewater Contractors, Inc.	Customer Code: 000061 - 24 Concrete V Blocks for RV Park Fence Dividers		2,520.00
Bill Pmt -Check	11260	11/04/2022	United Rentals, Inc.	Customer#2683662 FORKLIFT OP CERTIFICATION - ROUGH TERRAIN - Shawn Hall		190.00
Bill Pmt -Check	11261	11/04/2022	Four Aces Security Solutions LLC	OCTOBER 2022 - 62 Hours Security Patrol - 34%Marina, 33%Beachfront RV Park, 33%Commercial Retail		2,873.70
Bill Pmt -Check	11262	11/04/2022	Stormwater Biochar LLC	Pure Rain Stormwater Filter Sock 36" Long BiocharBASIC		1,250.78
Bill Pmt -Check	11263	11/10/2022	Amazon Capital Services	Business Account #A2VUC5YWS42764 - Supplies/Materials		28.99
Bill Pmt -Check	11264	11/10/2022	Aquarius Environmental, LLC	On Call Services Provided - 1200Z Stormwater Pollution Control Plan (SWPCP) updates		1,268.75
Bill Pmt -Check	11265	11/10/2022	Boardwalk Mail Service	Postage		27.20
Bill Pmt -Check	11266	11/10/2022	C. J. Huntsman CPA, P.C.	Audit FY JUN 30, 2022- Progress Billing for October 2022		5,130.00
Bill Pmt -Check	11267	11/10/2022	Country Media, Inc.	CUST# 38747 Curry Coastal Pilot Notices		26.70
Bill Pmt -Check	11268	11/10/2022	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		35.49
Bill Pmt -Check	11269	11/10/2022	Del-Cur Supply Co-op	Customer No. 38700 Hardware & Other Supplies		856.32
Bill Pmt -Check	11270	11/10/2022	Freeman Rock, Inc.	11/01/2022 Delivery Rock for Boatyard Grading		126.42
Bill Pmt -Check	11271	11/10/2022	Gowman Electric, Inc.	CCB: 198999 Electrical Repair		85.00
Bill Pmt -Check	11272	11/10/2022	In-Motion Graphics and Design, LLC	Sign - Boat Ready Area		45.00
Bill Pmt -Check	11273	11/10/2022	John Kellum/John's Portable Welding	11/03/2022 - Repair and weld hinge on A Dock on Basin 1 Gangway		225.00
Bill Pmt -Check	11274	11/10/2022	Oregon Health Authority	Annual Surcharge for Recreational Park		370.00
Bill Pmt -Check	11275	11/10/2022	SDAO Spec. Dist. Assoc. OR - Prop & Cas	Policy#31P16414-203 Customer ID: 01-16414 - 2021 PROPERTY & CASUALTY POLICY		10,328.56
Bill Pmt -Check	11276	11/16/2022	Government Ethics Commission	0GE0001059 - Annual Billing 07/01/22 to 06/30/23 Oregon Government Ethics Commission		548.82
Bill Pmt -Check	11277	11/16/2022	Marineau and Associates	Appraisal of Map & Tax Lot 41-13-08A-400-27, Parking Lot behind Cazadores Mexican Restaurant		3,150.00
Total 10103 · General Funds Ckg Umpqua 3634					0.00	291,458.07
Total 101 · GENERAL FUND CHECKING & LGIP					0.00	291,458.07
10101 · Petty Cash						
Total 10101 · Petty Cash						
Total 100 · UNRESTRICTED CASH & EQUIVALENTS					0.00	291,458.07
110 · RESTRICTED CASH & EQUIVALENTS						
104 · RESTRICTED MONEY MKT & CHECKING						
20104 · USDA BOND Umpqua MM 9529						
Check	DEBIT	11/07/2022	USDA Rural Development	USDA #97-02 Revenue Bond Payment		130,120.00

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Port of Brookings Harbor

Check Registers

As of November 30, 2022

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
General Journal	USDA 11/01	11/01/2022		To transfer to USDA Revenue Bond Fund.. LGIP 6021 to Umpqua Bank 9529 for November 2022 Payment	130,120.00	
Total 20104 - USDA BOND Umpqua MM 9529					130,120.00	130,120.00
30104 - Debt Service Umpqua MM 8627						
60104 - OR FFC 2020 Debt Service						
Check	DEBIT	11/15/2022	Umpqua Bank/OR FFC Agreement 2020	OR FFC Agreement 2020 Payment #28	4,809.87	4,809.87
General Journal	DEBIT 11/01	11/01/2022		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment	4,809.87	
Total 60104 - OR FFC 2020 Debt Service					4,809.87	4,809.87
30104 - Debt Service Umpqua MM 8627 - Other						
Check	DEBIT	11/15/2022	Umpqua Bank/Loan#747041620	Genie Reach Forklift Loan#747041620 Payment #57		1,464.71
Check	DEBIT	11/22/2022	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #73 - 50 BFMII Travellift		4,659.00
General Journal	DEBIT 11/01	11/01/2022		Transfer to Debt Service Fund for Travelift Payment	4,659.00	
General Journal	DEBIT 11/01	11/01/2022		Transfer to Debt Service Fund for Fork Lift Payment	1,464.71	
Total 30104 - Debt Service Umpqua MM 8627 - Other					6,123.71	6,123.71
Total 30104 - Debt Service Umpqua MM 8627					10,933.58	10,933.58
40104 - Capital Projects Umpqua 8018						
40104.1 - Government Funds						
General Journal	CP 11/04	11/04/2022		Transfer to Capital Projects for payment to EMC Engineers Inv#91009-2216	10,450.00	
General Journal	CP 11/04	11/04/2022		Transfer to Capital Projects for payment to EMC Engineers Inv#91009-2217	1,320.00	
Bill Pmt -Check	433	11/04/2022	EMC-Engineers/Scientists, LLC	13.2 Hrs. Funding pursuit - HMGH-Hazard Mitigation Plan:FEMA 4432DR PW 162-1		1,320.00
Bill Pmt -Check	434	11/04/2022	EMC-Engineers/Scientists, LLC	104.5 Engineering Hrs- PW162-1 FEMA 4432 & 4452		10,450.00
Total 40104.1 - Government Funds					11,770.00	11,770.00
70104.1 - Port Construction Fund						
General Journal	PCF 11/15	11/15/2022		Transfer to Port Construction Fund to pay McLennan Excavation Payment Request #3	108,385.77	
Bill Pmt -Check	435	11/16/2022	McLennan Excavation, Inc.	Progress Payment Request #3 for RV Park Remodel Project		108,385.77
Total 70104.1 - Port Construction Fund					108,385.77	108,385.77
40104 - Capital Projects Umpqua 8018 - Other						
Total 40104 - Capital Projects Umpqua 8018 - Other						
Total 40104 - Capital Projects Umpqua 8018					120,155.77	120,155.77
Total 104 - RESTRICTED MONEY MKT & CHECKING					261,209.35	261,209.35
Total 110 - RESTRICTED CASH & EQUIVALENTS					261,209.35	261,209.35
TOTAL					261,209.35	552,667.42

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

Cash Basis

January through November 2022

	<u>Jan - Nov 22</u>
101 Things To Do	1,448.00
5-R Excavation, LLC	6,125.07
Adobe	164.89
ADP	6,210.28
Amazon Capital Services	6,981.14
Amber Espinoza	585.00
Anchor Lock & Key	1,572.00
Aquarius Environmental, LLC	8,488.75
Art Signs, Inc.	8,393.00
Asurion Wireless Insurance	19.00
Autoglass Masters	50.00
AutoZone, Inc.	24.89
Beautiful Blinds Shutters & Shades	835.00
Best Western Plus Agate Beach Inn	388.17
BI-MART	1,105.32
Billeter Marine, LLC-vendor	1,546.50
Black & Rice LLP	817.00
Boardwalk Mail Service	144.20
Boat-ed.com/Safety Courses	59.95
Boat Launch Kiosk	120.00
Boat Shop & More LLC	1,640.00
BoatU.S. Boat Graphics & Lettering	217.15
BOLI PWR	250.00
BoomTech	77.47
Brookings Glass, Inc.	1,996.00
Brookings Harbor Chamber of Commerce	450.00
C Bar C Truck Sales	42.95
C.J. Huntsman CPA, P.C.	5,130.00
Cascade Auto Recycling, LLC	486.40
Chetco Automotive	97.36
Chevron Business Card	9,027.00
CHEVRON/Shell	88.65
ComplianceSigns.com	634.00
Coos-Curry Electric Cooperative, Inc.	90,600.19
Costco	104.47
Country Media, Inc.	1,155.24
Crescent ACE Hardware	564.27
Crescent City Harbor District	1,000.00
Crow/Clay & Associates, Inc	1,778.15
Curry Coastal Pilot	78.00
Curry County Business License	102.50
Curry County Clerk	1,246.55
Curry County Community Development	205.00
Curry County Road Department	250.00
Curry County Tax Collector	23,876.56
Curry Equipment	1,347.81
Curry Transfer & Recycling	77,224.24
Del-Cur Supply Co-op	10,694.26
Department of State Lands	1,242.00
Desi's Tree Trimming	3,600.00
DF Supply, Inc.	2,646.81
Dish Network	6,902.88
DMV2U/Dept. of Transportation	0.35
DropBox	119.88
Eaton Corporation	339.40
EBay	34.74
Edwards Roofing	7,822.00
Elavon	26,236.78

Port of Brookings Harbor Purchases by Vendor Summary

January through November 2022

Cash Basis

	Jan - Nov 22
EMC-Engineers/Scientists, LLC	189,568.95
Englund Marine Supply Co.	238.19
Fastenal Industrial Supplies	19,913.35
Ferguson Enterprises, Inc.	770.80
Firefly Reservations	2,189.00
Flags.com	924.00
Fluid Manufacturing	357.15
Forte Clothing Company	2,143.00
Four Aces Security Solutions LLC	25,307.10
FRED MEYER	240.57
Freeman Rock, Inc.	1,907.76
Gaylord Klinefelter Contracting	1,880.00
GCB Automation & Marine LLC	600.00
George's Auto & Diesel Electric	57.25
Gerald W. Burns, CPA	4,500.00
GNS Wireless	7,105.73
GODaddy.com, LLC	239.88
Gold Beach Lumber Yard, Inc.	26,949.46
Government Ethics Commision	548.82
Gowman Electric, Inc.	6,035.49
Grainger	4,332.22
Grants Pass Water Lab, Inc.	5,752.00
Grating Pacific, LLC	1,132.00
Grundens	799.92
Harbor Logging Supply, Inc.	5,486.03
Harbor Sanitary District	42,908.52
Harbor View Windows, Heating & Air	460.25
Harbor Water District P.U.D.	19,862.26
Hartwick Automotive	60.99
HD SUPPLY FACILITIES	814.08
Highway Specialities, LLC	1,809.60
Home Depot	5,393.15
homesquare	417.98
Honeybee Bakery	29.61
In-Motion Graphics and Design, LLC	573.00
Industrial Steel & Supply Co. Inc.	332.57
Intuit	7,210.23
John Kellum/John's Portable Welding	4,350.00
K&K Insurance Group, Inc.	400.00
Kaman Industrial Technologies	2,399.92
Kendrick Equipment USA LLC	14,617.98
Les Schwab Tire Center	1,661.58
Lithia Ford of Klamath Falls	46,441.32
Marine Surveyors & Consultants	1,170.00
Marineau and Associates	3,150.00
Mascott Equipment	932.74
McKays Market	22.20
McLennan Excavation, Inc.	328,117.44
Metro Media	455.00
Microsoft	269.97
Mid Columbia Forklift	227.22
Miller Nash LLP	76,137.00
Motion Industries	2,249.45
My Parking Permit	2,208.50
NAPA Auto Part	1,090.63
NorLift of Oregon, Inc.	217.15
Northwest Parking Equipment Company	328.87
Northwest Pump & Equipment Co.	8,145.35

Port of Brookings Harbor Purchases by Vendor Summary

Cash Basis

January through November 2022

	Jan - Nov 22
Office Depot	38.38
Oil Can Henry's	14.00
ONLINE Purchases	2,150.47
Orcal Security Consulting LLC	5,649.53
Oregon Alarm	7,525.00
Oregon Coast Magazine	675.00
Oregon Department of Agriculture	278.00
Oregon Health Authority	370.00
Oregon PERS/State Social Security Admin.	15.00
Pacific Office Automation	3,249.88
Pacific Rim Copy Center	1,127.00
Pape Material Handling	6,820.97
Pitney Bowes Global Lease	1,269.27
Pitney Bowes, Inc.	1,313.04
Platt	916.47
PPG Paints	60.44
Pressure Washers Direct	49.99
Proficient Auto Center, Inc.	238.00
Pump Pipe & Tank Services, LLC	11,956.44
Quill Corporation	1,910.76
Rentprep Enterprise/Fidelis Screening	758.10
RiteAid	14.38
SDAO Spec. Dist. Assoc. OR - Annual Dues	10,610.41
SDAO Spec. Dist. Assoc. OR - Healthcare	110,511.38
SDAO Spec. Dist. Assoc. OR - Prop & Cas	114,802.44
SDAO Spec. Dist. Assoc. OR - Workers Comp	20,639.83
See Water Inc.	159.00
Sensaphone	299.40
SimpliSafe	152.90
Slice Recovery	2,956.80
SmartSign	2,164.31
SO Backflow Techs	390.00
Spectrum Business 8752 19 060 0025169	1,152.42
Spectrum Business 8752 19 060 0226494	1,199.78
Spectrum Business 8752 19 060 0247029	1,299.78
Spectrum Business 8752 19 060 0251369	1,297.67
Stadelman Electric, Inc.	3,345.10
Stormwater Biochar LLC	1,250.78
Strahm's Sealcoat & Striping, Inc.	335.00
Stripe	324.00
Suburban Propane	1,074.85
Sunriver Resort	726.90
SUPPLYHOUSE.COM	1,495.02
T. George Podell & Co.,Inc/Hot And Mighty	2,159.44
Thermo Fluids, Inc.	1,686.64
Tidewater Contractors, Inc.	31,867.60
Traffic Safety Supply Co.	2,075.40
TRAINING & TRAVEL Expenses	45.00
Travel Information Council	754.00
Tyree Oil, Inc	984,189.38
U Printing	664.73
Uline	2,739.91
Umpqua Valley Fire Services, Inc.	1,721.66
United Rentals, Inc.	1,295.00
UPS-NW Store #105	1,617.80
US Bank Equipment Finance	2,455.20
US Postal Service	198.00
US Relay/HD Relay	1,089.00

Port of Brookings Harbor
Purchases by Vendor Summary

Cash Basis

January through November 2022

	<u>Jan - Nov 22</u>
Valvoline Instant Oil Change	298.45
Ventek International	2,070.00
VERIZON WIRELESS	3,612.43
Vonage	2,822.26
Walmart	2,378.55
WeatherTech	69.95
WEEBLY-CHARGE.COM	910.00
Wes' Towing	375.00
Ziply Fiber 541-412-7930-102902-5	402.73
Ziply Fiber 541-469-5867-121516-5	767.20
Zola's Pizza	106.00
Zoom Video Communications Inc.	164.89
Zoro Tools, Inc.	202.97
TOTAL	<u>2,579,157.53</u>

ACTION ITEM – A

DATE: December 21, 2022
RE: Port Manager Agreement
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Acting Port Manager

OVERVIEW

- Board opened Port Manager Recruitment with SDAO August 22, 2022.
- Board reviewed applicants November 4, 2022.
- Board closed recruitment with SDAO November 16, 2022.
- November 16, Board approved legal counsel to draft a Port Manager Agreement

DOCUMENTS

- Port Manager Agreement, 7 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve Port Manager Agreement between the Port of Brookings Harbor and Travis Webster for a term of 1 year.

Employment Agreement

This Employment Agreement (the "**Agreement**") is made and entered into as of December 21, 2022, by and between Travis Webster (the "**Executive**") and the PORT OF BROOKINGS HARBOR, a Port District organized under the laws of the state of Oregon. (the "**Port**").

WHEREAS, the Port desires to employ the Employee on the terms and conditions set forth herein; and

WHEREAS, the Employee desires to be employed by the Port on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, the parties agree as follows:

1. Term. Subject to Section 5 of this Agreement, the Employee's term of employment hereunder shall be from the period beginning on December 1, 2022 (the "Effective Date") through December 1, 2023 (the "Employment Term").

2. Position and Duties.

2.1 Position. During the Employment Term, the Employee shall serve as the Port Manager of the Port, reporting to the Board of Commissioners. In such position, the Employee shall have such duties, authority, and responsibilities as are consistent with the Employee's position; provided that Employee will not hire a Harbormaster without the Board of Commissioner's consent.

2.2 Duties. During the Employment Term, the Employee shall devote substantially all of the Employee's business time and attention to the performance of the Employee's duties hereunder and will not engage in any other business, profession, or occupation for compensation or otherwise which would conflict or interfere with the performance of such services either directly or indirectly without the prior written consent of the Board of Commissioners.

2.3 Training and Evaluation. Employee shall develop and present a "Work Plan" to the Board of Commissioners on or before January 1, 2023, summarizing the steps Employee will take to develop adequate knowledge and skill to perform the position. The Work Plan is subject to the Board of Commissioners' input and approval and shall identify training, workshops, conferences and similar types of activities that Employee agrees to complete. The Board will evaluate Employee's progress on the Work Plan and Employee's overall work performance on a quarterly basis, or as otherwise determined by the Board of Commissioners.

3. Place of Performance. The principal place of Employee's employment shall be at the Port located in Harbor, Oregon; provided that, the Employee may be required to travel on Port business during the Employment Term.

4. Compensation.

4.1 Base Salary. The Port shall pay the Employee an annual rate of \$95,000 in periodic installments in accordance with the Port's customary payroll practices and applicable wage payment laws. The Employee's annual base salary is hereinafter referred to as "**Base Salary.**"

4.2 Employee Benefits. During the Employment Term, the Employee shall be entitled to participate in all employee benefit plans, practices, and programs maintained by the Port, as in effect from time to time (collectively, "**Employee Benefits**"), to the extent consistent with applicable law and the terms of the applicable Employee Benefits plans. The Port reserves the right to amend or terminate any Employee Benefits at any time in its sole discretion, subject to the terms of such Employee Benefit plan and applicable law.

4.3 Vacation; Paid Time Off. During the Employment Term, the Employee shall continue to accrue paid vacation and/or sick time in accordance with the accrual rates then in effect for 2022.

4.4 Business Expenses. The Employee shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business, entertainment, and travel expenses incurred by the Employee in connection with the performance of the Employee's duties hereunder in accordance with the Port's expense reimbursement policies and procedures.

4.5 Indemnification. The Port shall indemnify and hold the Employee harmless to the maximum extent permitted under applicable law and the Port's bylaws for acts and omissions in the Employee's capacity as an employee of the Port.

5. Termination of Employment. The Employee's employment hereunder may be terminated by either the Port or the Employee at any time and for any reason or for no particular reason. Upon termination of the Employee's employment during the Employment Term, the Employee shall be entitled to the benefits described in this Section § and shall have no further rights to any compensation or any other benefits from the Port.

5.1 Termination For Cause.

(a) If the Port terminates Employee's employment For Cause during the Employment Term, Employee shall be entitled to receive:

(i) any accrued but unpaid Base Salary which shall be paid in accordance with the timelines specified in ORS 652.140;

(ii) reimbursement for unreimbursed business expenses properly incurred by the Employee, which shall be subject to and paid in accordance with the Port's expense reimbursement policy; and

Items 5.1(a)(i) through 5.1(a)(ii) are referred to herein collectively as the "**Accrued Amounts.**"

(b) For purposes of this Agreement, "**Cause**" shall mean:

(i) the Employee's willful failure to perform the Employee's duties (other than any such failure resulting from incapacity due to physical or mental illness);

(ii) the Employee's willful failure to comply with any valid and legal directive of the Board of Commissioners;

(iii) the Employee's willful engagement in dishonesty, illegal conduct, or gross misconduct, which is, in each case, materially injurious to the Port;

(iv) the Employee's embezzlement, misappropriation, or fraud, whether or not related to the Employee's employment with the Port;

(v) the Employee's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude;

(vi) the Employee's material violation of the Port's written policies or codes of conduct, including written policies related to discrimination, harassment, performance of illegal or unethical activities, and ethical misconduct;

(vii) the Employee's material breach of any material obligation under this Agreement or any other written agreement between the Employee and the Port; or

(viii) the Employee's engagement in conduct that brings or is reasonably likely to bring the Port negative publicity or into public disgrace, embarrassment, or disrepute.

For purposes of this provision, none of the Employee's acts or failures to act shall be considered "willful" unless the Employee acts, or fails to act, in bad faith or without reasonable belief that the action or failure to act was in the best interests of the Port. The Employee's actions, or failures to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the advice of counsel for the Port shall be conclusively presumed to be in good faith and in the best interests of the Port.

5.2 Termination Without Cause. If the Port terminates Employee's Employment Without Cause during the Employment Term, Employee shall be entitled to (i) receive the Accrued Amounts, and (ii) at the Port's election, (a) return to Employee's former job as Harbormaster with the salary and benefits previously in effect, or (b) a lump sum payment equal to Employee's Base Salary for the number of weeks remaining in the Employment Term following the date of the Employee's termination provided that Employee executes a release of claims in favor of the Port in a form provided by the Port (the "**Release**").

5.3 Notice of Termination. Any termination of the Employee's employment hereunder by the Port or by the Employee during the Employment Term shall be communicated by written notice of termination ("**Notice of Termination**") to the other party hereto in accordance with Section 14. The Notice of Termination shall specify:

(a) the termination provision of this Agreement relied upon;

(b) to the extent applicable, the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated; and

(c) the applicable date of termination, which shall be no less than 30 days following the date on which the Notice of Termination is delivered if the Port terminates the Employee's employment without Cause, or no less than 30 days following the date on which the Notice of Termination is delivered if the Employee terminates the Employee's employment; provided that, the Port shall have the option to provide the Employee with a lump sum payment in lieu of such notice.

6. Governing Law, Jurisdiction, and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of Oregon without regard to conflicts of law principles. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in a state or federal court located in the state of Oregon, county of Curry. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

7. Entire Agreement. Unless specifically provided herein, this Agreement, contains all of the understandings and representations between the Employee and the Port pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

8. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Employee and by the Board of Commissioners of the Port. No waiver by either of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time.

9. Severability. Should any provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

10. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

11. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

12. Section 409A.

12.1 General Compliance. This Agreement is intended to comply with Section 409A or an exemption thereunder and shall be construed and administered in accordance with such intent. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any nonqualified deferred compensation payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Section 409A. Notwithstanding the foregoing, the Port makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Port be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by the Employee on account of non-compliance with Section 409A.

12.2 Specified Employees. Notwithstanding any other provision of this Agreement, if any payment or benefit provided to the Employee in connection with the Employee's termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Employee is determined to be a "specified employee" as defined in Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until the first payroll date to occur following the six-month anniversary of the date of the Employee's termination or, if earlier, on the Employee's death (the "**Specified Employee Payment Date**"). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date and interest on such amounts calculated based on the applicable federal rate published by the Internal Revenue Service for the month in which the Employee's separation from service occurs shall be paid to the Employee in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

12.3 Reimbursements. To the extent required by Section 409A, each reimbursement or in-kind benefit provided under this Agreement shall be provided in accordance with the following:

(a) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year;

(b) any reimbursement of an eligible expense shall be paid to the Employee on or before the last day of the calendar year following the calendar year in which the expense was incurred; and

(c) any right to reimbursements or in-kind benefits under this Agreement shall not be subject to liquidation or exchange for another benefit.

13. Successors and Assigns. This Agreement is personal to the Employee and shall not be assigned by the Employee. Any purported assignment by the Employee shall be null and void from the initial date of the purported assignment. The Port may assign this Agreement to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Port. This Agreement shall inure to the benefit of the Port and permitted successors and assigns.

14. Notice. Notices and all other communications provided for in this Agreement shall be given in writing by personal delivery, electronic delivery, or by registered mail to the parties at the addresses set forth below (or such other addresses as specified by the parties by like notice):

If to the Port:

Travis Webster
Port of Brookings Harbor
16330 Lower Harbor Road
Harbor, OR 97415

If to the Employee:

806 Fawn Drive
Brookings, OR 97415

15. Representations of the Employee. The Employee represents and warrants to the Port that:

The Employee's acceptance of employment with the Port and the performance of the Employee's duties hereunder will not conflict with or result in a violation of, a breach of, or a default under any contract, agreement, or understanding to which the Employee is a party or is otherwise bound.

16. Withholding. The Port shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Port to satisfy any withholding tax obligation it may have under any applicable law or regulation.

17. Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

18. Acknowledgement of Full Understanding. THE EMPLOYEE ACKNOWLEDGES AND AGREES THAT THE EMPLOYEE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE EMPLOYEE ACKNOWLEDGES AND AGREES THAT THE EMPLOYEE HAS HAD AN

OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF THE
EMPLOYEE'S CHOICE BEFORE SIGNING THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PORT OF BROOKINGS HARBOR

By _____

Name: Richard Heap

Title: Board President

TRAVIS WEBSTER

Signature: Travis Webster

Print Name: Travis Webster

ACTION ITEM – B

DATE: December 21, 2022
RE: Port Manager Work Program
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Acting Port Manager

OVERVIEW

- Commission discussed with legal counsel that Port Manager will present a work plan as stated in Employment Agreement, 2.3 Training and Evaluation

DOCUMENTS

- Port Manager Work Plan, 3 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve Port Manager Work Program.

Port Manager Work Program

Thank you for the opportunity to be the Port Manager. Over the next 6 months I will be focused on maintaining our current path. The Board, and previous management have done a great job creating policies, procedures that lay the groundwork for Port to follow.

Goals: Personnel

With recent changes in staff and with budgetary obligations in mind, evaluate personnel, job descriptions, and determine what is needed for the Port to keep operating smoothly with new hires.

Provide new staff needed tools to excel and become viable Port employees.

Continue to cross train field staff so that they can better understand all functions of the Port and be able to assist in more operations.

Establish SOP to ensure staff is performing in a united and organized fashion.

Adhere to an organization method to manage outside operations and office staff.

With our current Moorage procedures, the Port attained milestones in respect to ADV's. Working with staff, continue and maintain current procedures to limit these vessels moored at the Port.

Budget:

Working with Budget Officer, create a needed Supplemental Budget for current fiscal year 2022-2023.

Research, review and adjust rates for FY 2023 – 2024 to submit to the Board for approval and be ready to implement by July 1st, 2023

Working with Budget Officer, create Budget for FY 2023 – 2024 to submit to the Budget Committee and Board for approval and adoption.

Training:

To fulfill the Port Manager position, the following training has been completed and / or scheduled.

1. SDAO GoTo Webinar - First Thursday Webinar: The Importance of Documentation in Performance Management

Training Scheduled:

1. Board of Directors and Management Staff Virtual Training pt. 1
https://www.youtube.com/watch?v=UB4I6eO_qPk
2. Board of Directors and Management Staff Virtual Training pt. 2
<https://www.youtube.com/watch?v=BJ52WC7r9tl>
3. Advanced Board Skills: Choosing Collaboration & Clarity Over Chaos: (1HR)
https://www.youtube.com/watch?v=MklqD_tofzg&t=6s
4. Budget and Finance 101: An Overview for District Officials – Accessible on 2022 SDAO Annual Conference Site
5. Public Meeting Training <https://register.gotowebinar.com/recording/7918317014921948687>
6. Public Records Training <https://register.gotowebinar.com/recording/7425357573811053837>
7. Managing Your Employee from Hello to Good-Bye (5 Credits)
<https://register.gotowebinar.com/recording/5158491152754876422>

After July 1st:

1. Basic Strategic Planning, Roadmap for Your District's Future (5 Credits)
<https://www.youtube.com/watch?v=hPcobt-OEbE>
2. Not Just Your Plan That Needs Updating - It's Your Process: Refocusing Strategic Planning (5 Credits) - Accessible on the 2022 SDAO Annual Conference site

Projects:

Oversee current and future projects and their completion. Maintain the projects are completed to the Port and Board's standards

RV park project upgrade.

WWTP EPA funding application approval. (March 1st)

WWTP matching funds: Port Reserve Fund (Property Sale, grants, loans, and private contributions.)

Continue progress on FEMA/HMGP planning and funding including matching funds with Business Oregon.

Develop Port shop engineering and drawings to have ready for grant opportunities and contractor procurements.

General Activities:

Coordinate and interact with local, State and Federal agencies and elected officials. Continue communication to establish and maintain good, lasting relationships viable to the Ports future endeavors.

Act as liaison to Port users. Establish and maintain communication to create an excellent customer and user service

Organize and balance management responsibilities while continuing Harbor master duties and responsibilities.

Delegating specific responsibilities to staff while considering their best attributes

Generally direct office staff and operations supervisor through supervision, and/or advice.

Review and update policies, procedures, and living documents as needed

Constant contact with our outside professional teams to ensure that assigned projects are moving forward and information that is needed is provided in a timely manner.



Travis Webster - Port Manager

ACTION ITEM – C

DATE: December 21, 2022
RE: El Cazadores Parking Area
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Acting Port Manager

OVERVIEW

- New owners, Cendi and Javier Olmedo, purchased the building from Mr. Ken Byrtus.
- October 2022 Regular Meeting Board approved terminating lease with Ken Byrtus.
- October 2022 Regular Meeting, Board reviewed what a new lease would be at the current rates.
- Board received a letter from new owners asking for Board consideration on sale or reduced rate for the area.
- November 2022 Regular Meeting Board reviewed a current appraisal on the land.

DOCUMENTS

- Draft lease with current rates, 12 pages
- Letter asking for Board consideration on rate or sale, 1 page
- Current appraisal, 18 pages

COMMISSIONERS ACTION

- **Recommended Motion, option 1:**
Motion to approve draft lease with _____ amendments.
- **Recommended Motion, option 2:**
Motion to approve allowing the Port Manager to enter into negotiations with legal counsel and start a draft Purchase Sale Agreement for the sale of Port property.

COMMERCIAL LEASE AGREEMENT

Cendi Olmedo and Javier Olmedo

This amended and restated lease agreement is made and entered into at Brookings, Oregon, effective the 1st day of October, 2022, by and between the **Port of Brookings Harbor**, an Oregon special district (referred to herein as the "Landlord") and Cendi Olmedo and Javier Olmedo (hereinafter referred to as "Tenant").

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

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

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

a. **Initial Term.** The initial term of this lease is three (3) years commencing October 1st, 2022 and continuing through September 30, 2025.

b. **Base Rental Rate.** The base rental rate for the Leased Premises is One Thousand Two Hundred Seventy-Five Dollars (\$1,275.00) per month, as calculated below, payable on the first day of each month commencing October 1, 2022. The base rental rate is the combined rate of:

1. The asphalt consisting of 3,750 square feet of property at \$0.34 per square foot per month, for a total of one thousand twelve hundred seventy-five Dollars (\$1,275.00) per month.

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

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

3. **Base Rent Payment.**

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

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

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

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

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

9. Maintenance and Repair – Tenant's Obligations

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

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

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

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

12. **Indemnity.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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




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

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

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

Asphalt parking Lease for El Cazadores

Legend

-  Cazadores Mexican
-  El Cazadores asphalt parking lease
-  Portside Suites



35 feet

3,750 sq ft

40 feet

Cazadores Mexican

Portside Suites



90 ft

Exhibit 2

3,750 Sq Ft asphalt parking area



Date: 9-27-22

To: Travis, The Post of Brookings

Re: Parking Spaces located at
Casadreas

In reviewing your agreement of increased rental rate at the above business.

Seeing that we had been paying \$218.00, your proposal is a huge increase. We are a hard working family and this would be a hardship. We are interested in a reasonable agreement, maybe meet in the middle; with review in 5 (five) years.

Also, due to popularity of our business the parking is a very important asset.

We would entertain the possibility in purchasing some said spaces.

Please, reconsider and hope to reach a mutual agreement.

Thank you
Name: Cenit Olmedo - Pendi Olmedo
Name: Javier Olmedo - Javica Olmedo

**RESTRICTED USE
APPRAISAL REPORT
OF**

**The Port of Brookings Harbor Ownership Known As
Curry County Map and Tax Lot 41-13-08A-400-27**

LOCATED AT

**Behind Cazadores Mexican Restaurant
16218 Lower Harbor Road
Brookings, Oregon 97415**

PREPARED FOR

**Travis Webster
Acting Port Manager
16330 Lower Harbor Road
Brookings, Oregon 97415**

PREPARED BY

**Jeffrey L. Marineau, MAI
Marineau and Associates
P. O. Box 1017
Coos Bay, Oregon 97420**

Date of Value as of November 10, 2022

Our File # CYB-509

PROPERTY APPRAISAL INFORMATION

Client of the Report: The Port of Brookings Harbor, Attn: Travis Webster

Subject Parcel: 0.09 acres of Land, a portion of Curry County Map and Tax Lot 41-13-08A-400, Cazadores Restaurant Parking Lot in Brookings, Oregon 97415

Property Owner: The Port of Brookings Harbor

Purpose of the Appraisal: To provide an opinion of the Fee Simple interest for potential sale negotiations.

Intended Users: The Port of Brookings Harbor and/or assigns.

Intended Use: To provide an opinion of the Fee Simple interest for potential sale negotiations.

Estate Appraised: Fee Simple

Prior Services Disclosure: Marineau and Associates has performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

Competency: There is information in the Addenda section of this report that lists the qualifications of Jeffrey L. Marineau, MAI, and the author of this report. Mr. Marineau's experience includes over 50 years of experience as an appraiser in Oregon, which includes experience in the valuation and evaluation of offices, commercial, industrial, residential, timberland, and agricultural properties.

Zachary R. Johnson, under the supervision of Jeffrey L. Marineau, MAI, assisted in the following categories described in OAR 161-025-0030(9)(a): "(A) define the appraisal problem; (B) conduct a preliminary analysis, select and collect applicable data; (C) conduct an analysis of the subject property; (D) conduct highest and best use analysis; (E) estimate land value, including on-site improvements; (F) estimate value of the property using the three approaches to value – cost, a sales comparison and income capitalization [as applicable]; (G) reconcile each value indication and reconcile the final value estimate; and (H) report estimate(s) of value(s) as defined."

Scope of Work: This is a restricted format report, and the report may not contain supporting rationale for all of the opinions and conclusions set forth in the report. Jeffrey L. Marineau personally inspected the subject parcel on November 10, 2022. The property valuation has a valuation date of November 10, 2022, the date when the subject parcel was viewed and photographed. We have researched the local marketplace in order to find sale comparables sufficient to value the subject parcel and, unless specifically noted otherwise, each sale comparable has been confirmed through county deed records or a real estate listing service, and through a party to the transaction or a representative or agent thereof. In order to arrive at the value opinion of this report, we have developed the Sales Comparison Approach in this analysis. The omission of the Cost Approach and the Income Approach does not

reduce the credibility of the value estimate. The Sales Comparison Approach is considered appropriate due to the quantity and quality of the data. The Income Approach is an important element of income producing property, but it is not a common measure of value for vacant land and it is not necessary to develop a credible value conclusion. A Cost Approach has not been included because there are no improvements on the vacant land other than asphalt pavement, nor is it necessary to produce a credible value estimate. The results of our analysis are reported within this *appraisal report* that has been written to conform with the Uniform Standards of Professional Appraisal Practice (USPAP) Standards 2-2 (a) and the Interagency Appraisal and Evaluation Guidelines. *No Extraordinary Assumptions or Hypothetical Conditions have been employed in the writing of this appraisal.*

Current Market Trends:

The last several years have seen an uptrend in residential property values and this has resulted in significant increases in property values of all types. Population growth trends continue to be positive. Increases in property values are possible in the next several years, although higher interest rates will, in my opinion, begin to slow down price increases going forward.

Exposure Time: 12 to 18 months of exposure to the market.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

The appraisal report is subject to the following limiting conditions. The report is not to be relied upon unless the conditions are also accepted:

Ordinary Assumptions

1. Title to the property is assumed to be good and marketable unless otherwise stated. A Preliminary Title Report was not made available for this report. It is assumed that there are no exceptions, exclusions and stipulations that substantially affect the Fee Simple valuation of the subject parcel. A title company should be consulted if there are questions regarding the legal description.
2. That there is legal access to the property through Port of Brookings Harbor adjacent ownership. The property is appraised free and clear of any or all liens, easements or encumbrances unless otherwise stated.
3. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraisers. The appraisers have no knowledge of the existence of such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, lead-based paints and other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value. No responsibility is assumed for such conditions. If the client has any questions as to hazardous materials, an independent expert or an engineer should be consulted.
4. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless nonconformity has been identified, described, and considered in the appraisal report.
5. Assuming cash or cash equivalent terms for the subject valuation.

6. Assuming 12 to 18 months of open market exposure.

Limiting Conditions

1. Information, estimates or opinions that are furnished to the appraisers, which may be contained in this report, were obtained from sources considered reliable and believed correct. If the client has any question regarding this information, it is the client's responsibility to seek whatever independent verification is deemed necessary.
2. Any maps or sketches, which may be attached to this report, are included to assist the reader in visualizing the property. Area calculations are approximate, and if there are any questions as to their accuracy, the client should have an independent expert verify the information utilized for this report.
3. A survey of the property has been provided to the appraisers, and noted in the report. If the survey is not accurate, the valuation could be affected.
4. The appraisal report has been prepared for the exclusive benefit of the client and the client's assigns. It may not be used or relied upon by any other party. Any party or parties, who use or rely upon any information in this report, without the preparer's written consent, do so at their own risk.
5. No right to testimony is included in this appraisal, unless previous agreements have been made. None is proposed in this instance.

PROPERTY DESCRIPTION SUMMARY

Property

Identification:

Cazadores Mexican Restaurant Parking Lot, Brookings, Oregon 97415, also identified as Curry County Map and Tax Lot 41-13-08A-400-27. This proposed partition is a small portion of Curry County Map and Tax Lot 41-13-08A-400.

Property:

The subject parcel (owned by The Port of Brookings Harbor) is 0.09 acres adjacent to other port owned lands. The land is zoned Industrial with no improvements other than asphalt paving with (8) marked parking stalls. The site is located in the Lower Harbor area along with the marina, restaurants, RV parks, and other water related uses. All regular utility services are available to the subject parcel which includes public power, sewer, water, and legal access is assumed through the adjacent Port of Brookings property.

Land Size:

The subject proposed partition is 4,000 square feet, or 0.09 acre based on the survey provided.

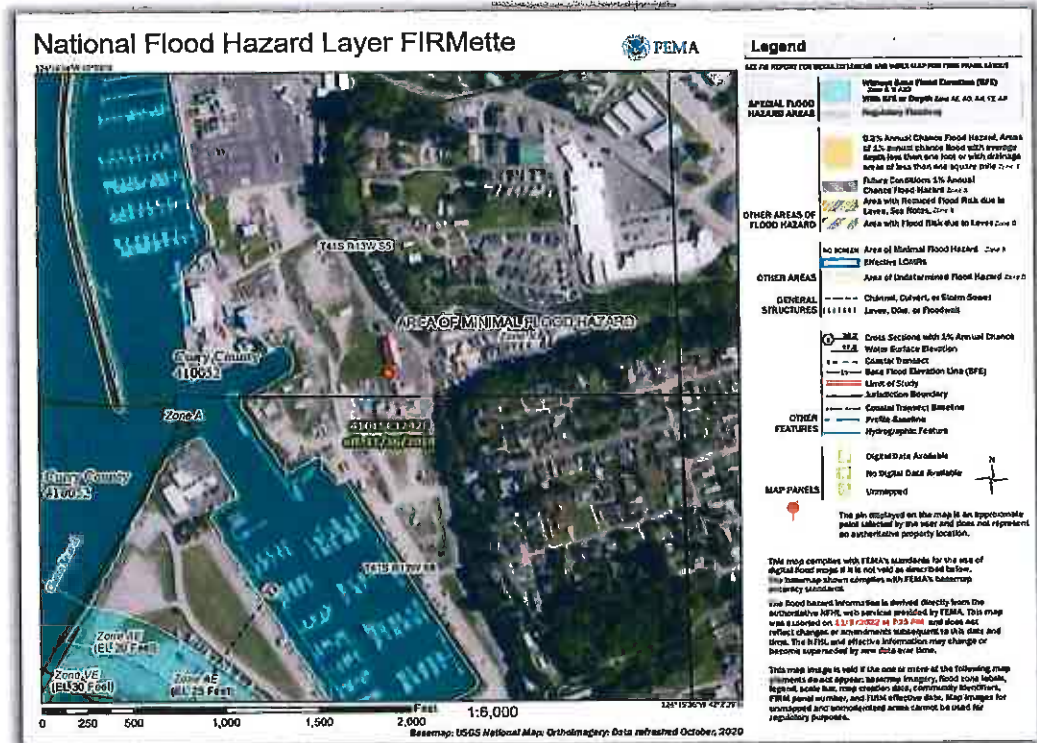
Zone:

The industrial zone (I) is intended to provide for urban industrial uses. This zone is intended to be applied only within urban growth boundaries identified by the Comprehensive Plan. Outright legal uses include retail or service establishment including the outright storage of heavy equipment or materials; automobile or truck service station, building material storage yard, tire retreading or vulcanizing shop, wholesale trucking and storage establishment, machine shop, and manufacturing, processing, assembling or fabricating plants, except those

specifically listed in Section 3.183 but not including processing facilities for the processing of offshore oil, gas, or marine resources.

Flood Zone:

The subject parcel is located outside of any federally identified Flood Hazard Zones as evidenced by panel 41015C1242F effective on 11/16/2018.



Site Improvements: Asphalt paving with eight (8) on-site striped parking spaces, an amenity to the property.

Assessment Data: Per Curry County Assessor records, the total Real Market Value for the proposed land partition is \$29,830 and the assessed value is \$28,180. The 2021/2022 tax liability is \$162.

Sales History: The Port of Brookings Harbor has owned the land for many years and no arm's length market conveyances have been recorded on the subject parcel in the last three years. The subject parcel was formerly leased for \$219/month to the adjacent Cazadores Restaurant beginning in 2003, however the lease has been dissolved prior to the effective date of this appraisal. The property is not actively listed for sale and no unsolicited offers are known, other than the purpose of this appraisal.

Highest and Best Use:

If vacant, the property could be developed for marine related uses.

If Improved:

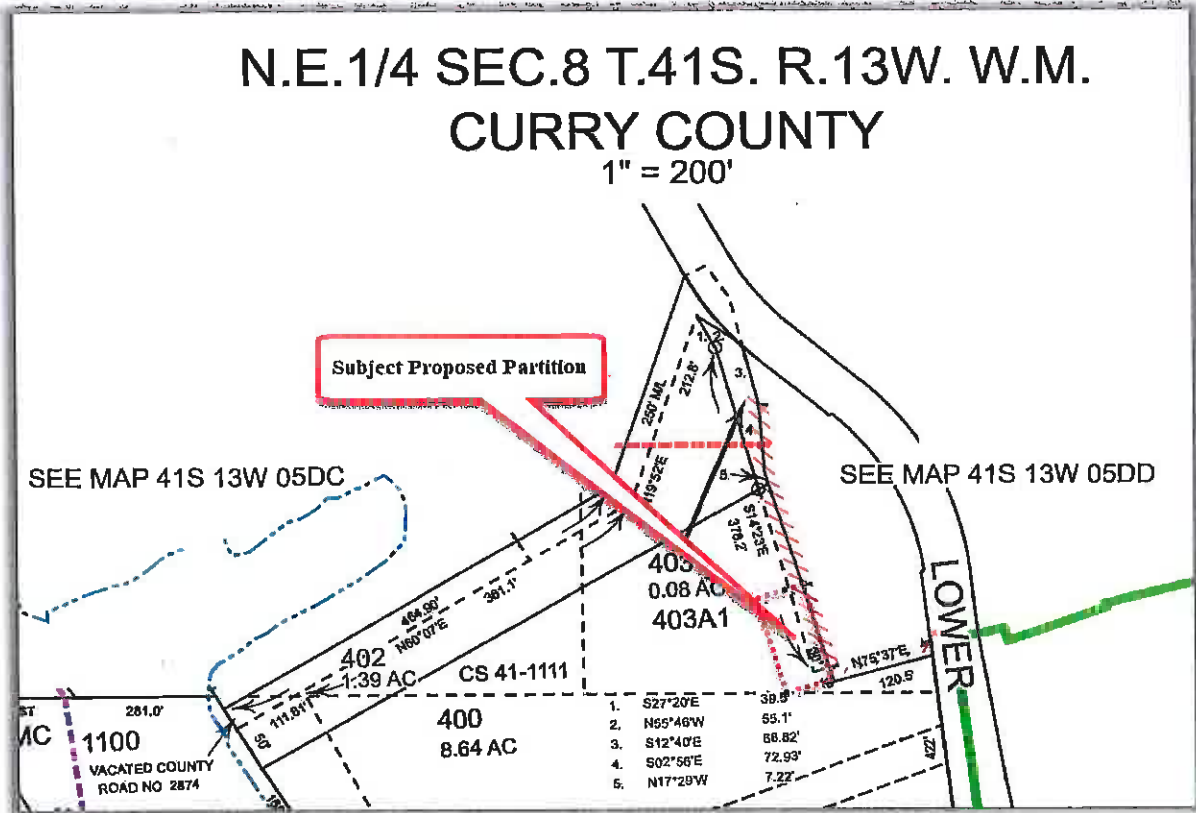
1. **Legally-** The I (Industrial) zoning permits the use of a marine related use.



2. **Physically Possible**- The construction of a marine related structure is physically possible, and appropriate for the property.
3. **Financial Feasibility and Marketability**- The subject's close proximity to the Brookings harbor is a good location for marine related activities. The structure could be leased to various marine related tenants, which we believe the property to be highly marketable in this location.

Conclusion of Highest and Best Use "As Improved"- As improved, the construction of a marine related structure (such as boat storage) in this location, to be leased or sold, would maximize the value of the subject property.

Assessor Plat Map (An Approximate Location)

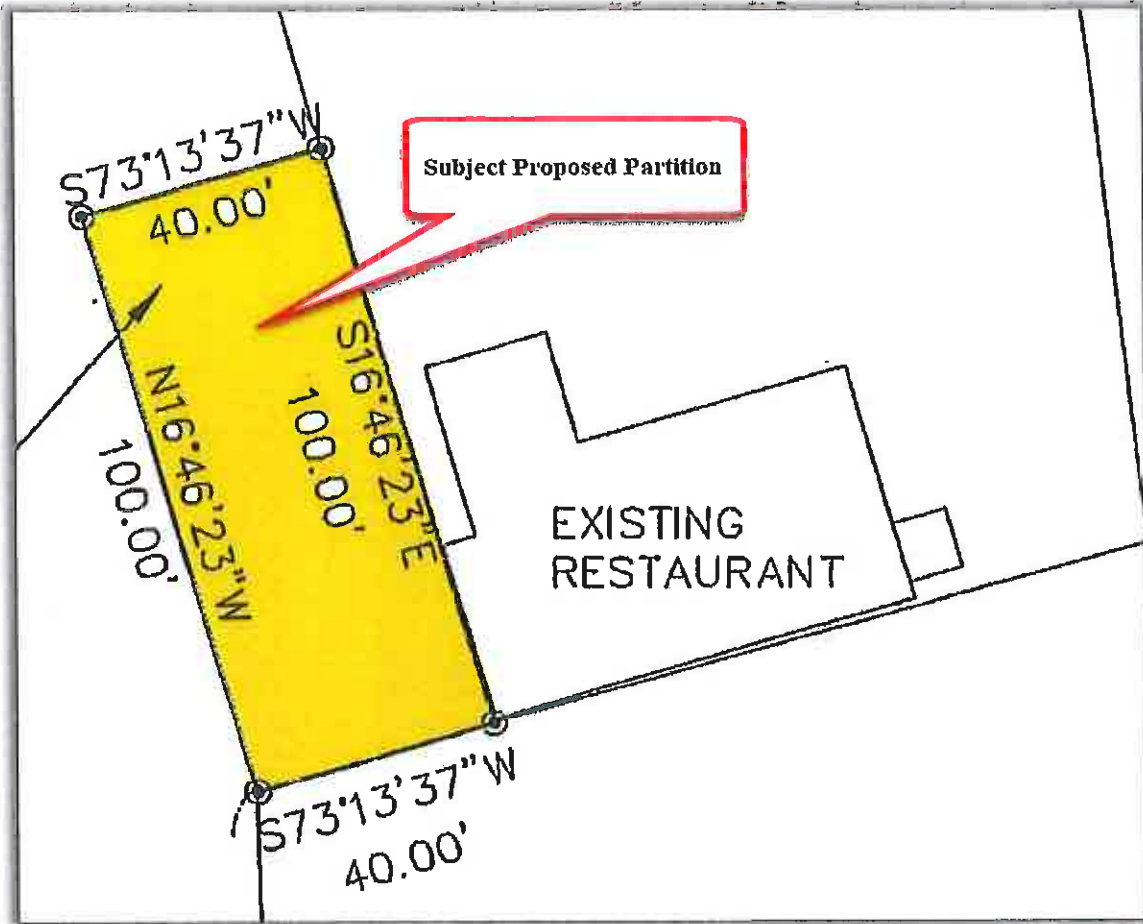


Aerial Image of the Subject Property



The red dotted lines represent the approximate subject parcel lines.

Subject Property Survey Map



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PHOTOGRAPHS OF THE SUBJECT PARCEL

Photos taken November 10, 2022



Looking south at the subject parcel.



A view of the subject parcel looking north.

PHOTOGRAPHS OF THE SUBJECT PARCEL

Photos taken November 10, 2022



Another southerly looking view from the north end of the subject parcel with the adjacent Port of Brookings property beyond the fence in the background.



Looking west at the subject's current ingress/egress.

PROPERTY VALUATION – APPRAISAL PROCESS

Appraisal Type: Restricted Appraisal Report.
Interest Appraised: Market Value 'As Vacant' of the Fee Simple Estate.
Date of Valuation: November 10, 2022
Date of Inspection: November 10, 2022
Date of Report: November 11, 2022

Definition of Market Value

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interest;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve Systems (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Valuation Approaches

Generally, three standard approaches to value are analyzed and these methods utilize information gathered from the local real estate market. The Cost Approach is defined as that approach in appraisal analysis which is based on the fact that an informed purchaser would pay no more than the cost of producing a substitute with the same utility as the subject parcel. The Income Approach to Value is that procedure in an analysis which converts anticipated income to be derived from the ownership of property into a value estimate. The Sales Comparison Approach is an analysis which is based on the idea that an informed purchaser would pay no more for a property than the cost of acquiring an existing property with the same utility. The Reconciliation Analysis is an evaluation process where the appraiser carefully evaluates the value indication from each of the approaches. The strengths and weaknesses of each approach, as used, are discussed. The applicability of each method is weighted to establish a single defensible final value estimate.

We have developed only the Sales Comparison Approach in this analysis. The omission of the Cost Approach and the Income Approach does not reduce the credibility of the value estimate. The Sales Comparison Approach is considered appropriate due to the quantity and quality of the data. The Income Approach is an important element of income producing property, but it is not a common measure of value for vacant land, and it is not necessary to develop a credible value conclusion. A Cost Approach has not been included because there are no improvements on the vacant land other than asphalt paving, nor is it necessary to produce a credible value estimate. Therefore, the Sales Comparison Approach has been used to value the subject 4,000 square foot parcel.

SALES COMPARISON APPROACH

Introduction

In the Sales Comparison Approach, the subject parcel is compared to similar properties that have sold recently or for which listing prices or offering figures are known. Data for generally comparable properties is used, and comparisons are made to demonstrate a probable price at which the subject parcel would be sold, if offered on the market.

Market Sales

A thorough sales search was conducted in the Brookings/Harbor market area in an effort to find meaningful sales data that could be compared to the subject parcel. The market variable analyzed is the Dollar Per Square Foot (\$/SF) indicator. This unit of comparison is often used by owner investors interested in acquiring land as an investment property. Generally, as the overall quality of a property and desirability of its location increases, the market value on a dollar per square foot basis tends to increase as well. All market data is summarized in the following table:

SALES COMPARISON SUMMARY OF COMMERCIAL LAND									
Sale No.	Date	Zoning	Total Price	Type	Area in Acres	Area in SF	Price Per SF		Comments
1	4/11/22	C3	\$ 116,000	Land	0.14	6,098	\$ 19.02	41-13-05CB-5000	Ralph A. Durre to Eric & Pamela Jacobsen
	19 DOM							531 Hemlock St Brookings, Curry County, Oregon	
	Verified with Aaron Rian, Listing Agent								
2	7/22/21	C4	\$ 80,000	Land	0.28	12,197	\$ 6.56	41-13-06BC-1800	Amin Maheshkumar to Sarju & Payal Patel
	1 DOM							0 Chetco Avenue Brookings, Curry County, Oregon	
	Verified with Ruth Wilson, Buyer's Agent								
3	11/5/20	C3	\$ 145,000	Land	0.18	7,841	\$ 18.49	41-13-05CB-4600	Robert & Robin Szazuk to Troy M. Alvarado
	1 DOM							542 Railroad Street Brookings, Curry County, Oregon	
	Verified with Matthew Wegner, Listing Agent								
Subject:		I		Land	0.09	4,000		41-13-08A-400-27	Port of Brookings Harbor
								Blue Water Parking Lot Brookings, Curry County, Oregon	

Location Map of Comparable Land Sales



Analysis

The comparables presented above are average to good quality commercial vacant land parcels located in Brookings. The above sales fall within the sale price range of \$80,000 to \$145,000 and a price per unit range of \$6.56 - \$19.02 per square foot. Sale 1 is superior in size and located on a corner lot with adjacent off-street parking. Sale 2 is superior in size but situated in an inferior location on the north end of Brookings with sloped topography. Sale 3 is also superior in size, with level topography in close proximity to off-street parking. The subject parcel is smaller and would likely fall in the mid-range of closed sales, based upon current market conditions, overall good topography, and location off Lower Harbor Road.

In conclusion, a market value for the subject of \$13.00 per square foot is believed to be appropriate for the subject parcel. This is based on the location, level topography, good access, and amenities.

Market Value = \$13.00 per Square Foot

The 4,000 square foot parcel is valued at \$13.00 per square foot, or \$52,000

VALUE ESTIMATE VIA THE SALES COMPARISON APPROACH

A market value of \$13.00 per square foot has been selected for the subject parcel. The indicated value for the subject parcel via the Sales Comparison Approach is developed in the following mathematical display:

SALES COMPARISON APPROACH			
Overall Price Per Square Foot	Overall Price/SF		
41-13-08A-400-27	4,000	\$ 13.00	\$ 52,000
Total			\$ 52,000
Value by the Sales Comparison Approach			\$ 52,000

In conclusion, the current 'as is' market value of the Fee Simple estate of the subject parcel, in light of market conditions in effect on November 10, 2022, as indicated through the use of the Sales Comparison Approach to Value, is \$52,000.

--- FIFTY-TWO THOUSAND DOLLARS ---

VALUE BY THE SALES COMPARISON APPROACH \$52,000

CERTIFICATION OF THE APPRAISER

- *I certify that, to the best of my knowledge and belief,*
- *The statements of fact contained in this report are true and correct.*
- *The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.*
- *I have no present or prospective interest in the property that is the subject of this report and have no personal interest concerning the parties involved.*
- *I have no bias concerning the property that is the subject of this report or to the parties involved with this assignment.*
- *My engagement in this assignment was not contingent upon developing or reporting predetermined results.*
- *My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.*
- *The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.*
- *As of the date of this report, Jeffrey L. Marineau, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.*
- *My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).*
- *I have made a personal inspection of the property that is the subject of this report.*
- *Marineau and Associates has performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three years immediately preceding acceptance of this assignment.*
- *Zachary R. Johnson provided significant professional assistance in the preparation of this report to the person signing this report.*



Jeffrey L. Marineau, MAI
License# C000029

November 11, 2022
Date
Expires: 4/30/2024



JEFFREY L MARINEAU
Marineau and Associates
510 HIGHLAND AVENUE
COOS BAY, OR 97420

Appraiser Certification and Licensure Board
State Certified General Appraiser
28 hours of continuing education required

License No.: C000029

Issue Date: May 01, 2022

Expiration Date: April 30, 2024

A handwritten signature in black ink, appearing to read "Chad Koch", written over a horizontal line.

Chad Koch, Administrator

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QUALIFICATIONS OF THE APPRAISER

Jeffrey L. Marlineau, MAI

STATE CERTIFIED APPRAISER #C000029; Expiration April 30, 2024

Education

Graduate of the University of Oregon, Bachelor of Science Degree in Business Administration - Real Estate Major, 1973

Appraisal Institute:

Course 1-Part A	:	Successfully challenged examination
Course 1-Part B	:	Successfully challenged examination
Course II	:	Successfully completed course
Litigation Valuation	:	Successfully completed course
Market Analysis	:	Successfully completed course
Standards of Professional Practice, Part A (USPAP):	:	Successfully completed course - 2001
Standards of Professional Practice, Part B (420)	:	Successfully completed course - 2001
Condemnation Appraising Course SE710	:	Successfully completed course - 1999
Condemnation Appraising Course SE720	:	Successfully completed course - 1999

Seminars:

Americans w/Disabilities Act - 1992	Wetlands Evaluation Issues - 1992
Cash Flow Analysis - 1989	Hotel/Motel Valuation - 1993
Hazardous Wastes & Toxic Materials - 1989	Income Property Valuation - 1993
Real Estate Risk Analysis - 1989	Professional Timber Cruising - 1994
Mineral Valuation - 1990	Subdivision Analysis - 1994
UC/IAR Form - 1989	Hotel/Motel Valuation - 1993
Legal/Professional Topics - 2003	The Internet and Appraising - 1997
USPAP Update - 2006	Eminent Domain - 1998, 2010, 2021
Oregon Wetlands - 2001	Federal Land Exchanges - 13505
Federal Land Acquisition - 2002 and 2007	Easement Valuation - 1990
Uncertainties of Measure 37 - 2005	GIS Applications - 2006
Federal Land Acquisition - 2007	New Technology for Foresters - 2007
USPAP Update 2008, 2010, 2012, 2014	Industrial and Flex Buildings-2012
Office Buildings-Mortgage Underwriting 2012	Sustainability of Real Estate-2012
Online Cool Tools Appraisal Institute 2014	Valuation of Partial Acquisitions-2014
Supporting Adjustments 2014	Self Storage Appraisals 2020
Right of Way Appraisals 2015	Timberland Appraisals 2015
Right of Way Maps 2015	Temporary Construction Easement 2015
Right of Way Symposium 2015	Business Practices and Ethics 2016, 2021
Supervisor-Trainee Course 2016	Eminent Domain - 2017
Green Commercial Buildings 2018	USPAP Update 2020
Ground Lease Appraisals 2020	

Southwestern Oregon Community College:

Residential Blueprint Reading & Sketching Commercial Blueprint Reading & Sketching
Residential Electrical Wiring

Appraisal Experience

Eminent Domain:	Full and partial takings, Air rights, Microwave beam paths, Highway right-of-way, etc.
Industrial:	Wood products manufacturing plants, Warehouses, Deep draft water frontage, Shipyards, Seafood processing plants, Log yards, Industrial lands.
Commercial:	Retail store buildings, Office buildings, Restaurants, Service stations, Supermarkets, Shopping centers, Medical, Dental and Vision Clinics.
Residential:	Single-family dwellings, Multi-family dwellings, Condominiums
Special Purpose:	Governmental structures, Timberland, Wetlands, Cranberry Bogs, Farms and Ranches, Assisted Living Projects, Motels, Aggregate Pits and Quarries, Recreational vehicle parks, Mobile Home Parks, Churches, Hospitals, and Subdivisions.

9/01/2021



QUALIFICATIONS OF THE APPRAISER (continued)

Jeffrey L. Marineau, MAI

STATE CERTIFIED APPRAISER #C000029; Expiration April 30, 2024

Employment

Apprentice Appraiser: 1968 to 1973. Appraisal experience working with Fred J. Marineau, limited to non-school days.

Licensed Real Estate Appraiser: Employed since 1973 with Fred J. Marineau, Real Estate Appraisers and Consultants

Owner: Marineau and Associates - July 1986 to present

Professional Organizations

Member, Appraisal Institute-MAI Designation since 1981

Member, Rotary International

Member, Coos County Board of Realtors

Court Appearances

District Court - Coos, Curry and Lincoln Counties

Circuit Court - Coos, Curry and Douglas Counties

Oregon Tax Court

Federal Bankruptcy Court - Eugene

Department of Revenue - Coos and Lincoln Counties

Board of Equalization - Coos County

REPRESENTATIVE LIST OF APPRAISAL/CONSULTATION CLIENTS

Corporate Clients

Weyerhaeuser Corporation

Georgia Pacific Corporation

Menasha Corporation

International Paper Corporation

Roseburg Forest Products

Al Pierce Company

Coos Head Timber Company

South Coast Lumber Company

Lloyd Corporation

Chevron Corporation

Union Oil of California

Jordan Cove Energy

Stuntzner Engineering & Forestry

Lesan and Finneran

Hough, MacAdam and Wartuk, LLC

Gould Law Firm, LLC

Westbrook Land and Timber

Ocean Terminals

Bald Knob Land and Timber Co.

Coast Distributors, Inc.

Moore Mill Lumber Company

Sause Bros. Ocean Towing, Inc.

Financial Clients

Wells Fargo Bank

U. S. Bancorp

Bank of America

Oregon Bank

Umpqua Bank

Seafirst Mortgage Corporation

Oregon Pacific Bank

Siuslaw Valley Bank

First Community Credit Union

Evergreen Federal Bank

Banner Bank

Chetco Federal Credit Union

Rainier Financial Services

Frontier Investment Corporation

First Farwest Capital Fund, Inc

Union Bank

Public Clients and Institutions

City of Coos Bay

Coos County

Douglas County

City of North Bend

City of Reedsport

City of North Bend

City of Bandon

City of Coquille

State of Oregon:

Oregon Department of Forestry

State Lands Division

Oregon Dept. of Transportation-ODOT

University of Oregon

Oregon State University

Southwestern Oregon Community College

North Bend School District 13

U. S. Bureau of Land Management

U. S. Forest Service

Bonneville Power Administration

General Services Administration

U.S. Postal Service

Oregon International Port of Coos Bay

Federal Deposit & Insurance Corp. (FDIC)

Federal Savings & Loan Ins. Corp (FSLIC)

Coos Bay School District 9

Trust for Public Lands

Natural Resources Conservation Service

Nature Conservancy

Wild Rivers Land Trust

U. S. Small Business Administration

U. S. Corps of Engineers

Ports of Bandon, Brookings, and Gold Beach

Port of Newport

9/01/2021

ACTION ITEM – D

DATE: December 21, 2022
RE: Boat Yard Shop Plan
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Acting Port Manager

OVERVIEW

- The Board has had workshops and meeting in February, April, May, June, July & August regarding the boat yard shop.
- We looked at costs of metal prefab buildings and costs exceed our expectations about \$180 - \$185 per square foot.

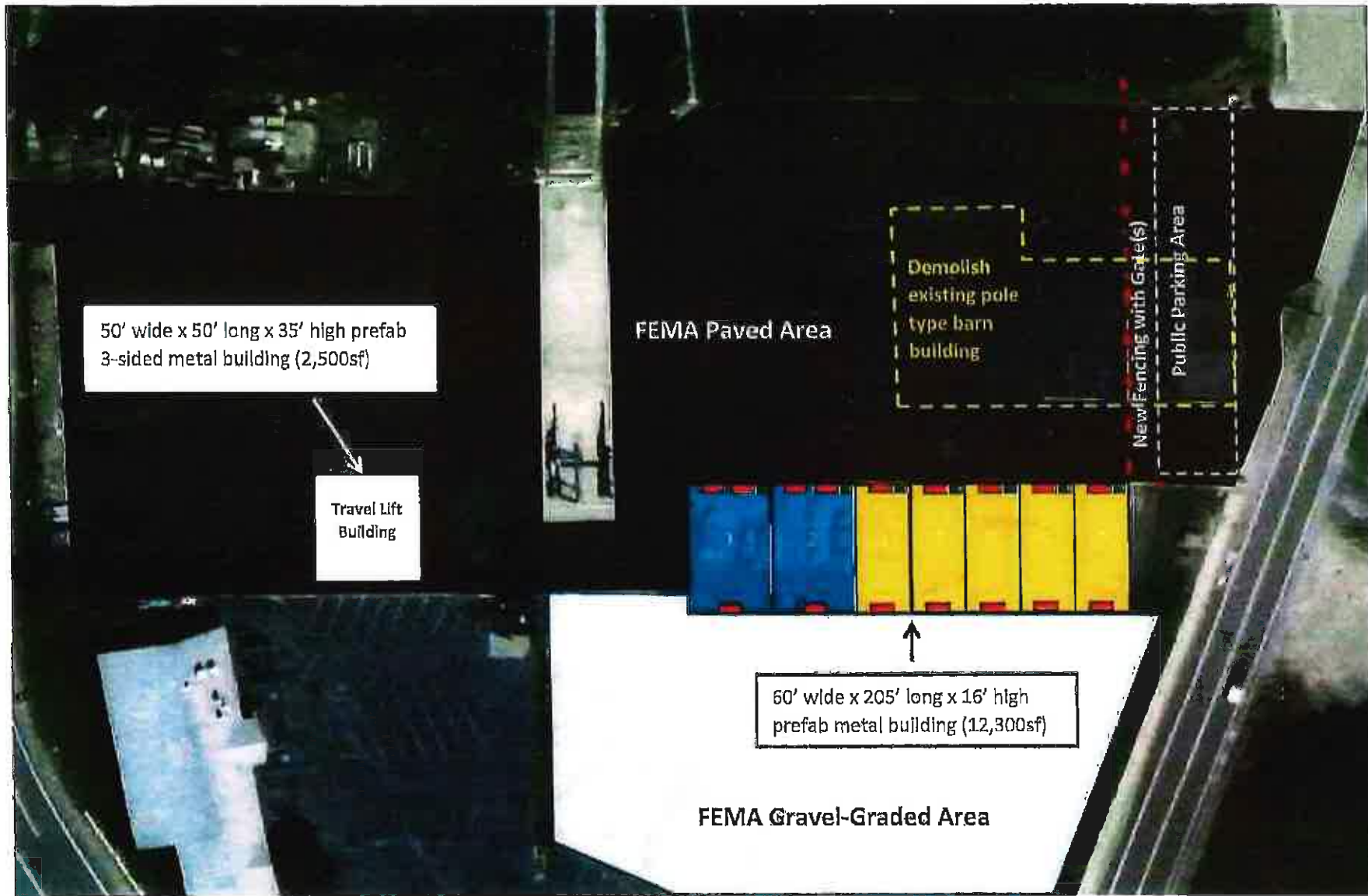
DOCUMENTS

- Approximate location, size, and layout, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve Port Manager to seek proposals for designer/engineer to prepare construction drawings for new wood pole barn style boat yard building and provide engineer estimate for project.

Proposed New Boat Yard Warehouse Building Layout – Option 1



12' wide x 14' high roll-up door
 Walk-in Door
 Spaces 1 & 2 = 40ft x 60ft
Spaces 3 – 6 = 25ft x 60ft
Space 7 would include Restroom (200sf)

ACTION ITEM – E

DATE: December 21, 2022
RE: Resolution 2022-10, Retaining Property Sale Funds in Reserve Fund for WWTP
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Acting Port Manager

OVERVIEW

- A resolution concerning the proceeds from the sale of the property between Lower Harbor Road and Shopping Center Avenue.
- This Resolution will be placing 100% of proceeds into a reserve fund in connection with the EPA Grant Match.

DOCUMENTS

- Resolution 2022-10, 2 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve Resolution 2022-10, concerning the proceeds from the sale of the property between Lower Harbor Road and Shopping Center Avenue, Brookings, Oregon.

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

RESOLUTION NO. 2022-10

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF
BROOKINGS HARBOR CONCERNING THE PROCEEDS FROM THE SALE OF THE
PROPERTY BETWEEN LOWER HARBOR ROAD AND SHOPPING CENTER
AVENUE, BROOKINGS, OREGON**

WHEREAS, on November 21, 2022, the Port of Brookings Harbor (the "Port") closed on the sale of approximately 0.7 acres of real property located in Brookings, Oregon between Lower Harbor Road and Shopping Center Avenue (the "Property") to Lloyd D. Whaley, Trustee of The Lloyd Whaley Trust dated January 3, 2014, pursuant to authority granted by the Board of Commissioners (the "Board"), with net proceeds in the amount of \$174,236.00 (the "Proceeds"); and

WHEREAS, the Port and Oregon Business Development Department ("Business Oregon") entered that certain Restructure Agreement dated December 22, 2009, in connection with which the Property was encumbered by a mortgage in favor of Oregon Infrastructure Finance Authority (the "Mortgage"); and

WHEREAS, pursuant to the terms of the Restructure Agreement 80% of the Proceeds from the sale of the Property were to be paid to Business Oregon to release the Mortgage on the Property, with 20% of the Proceeds to be distributed to the Port; and

WHEREAS, the Port received an Environmental Protection Agency (EPA) Clean Water SRF STAG grant in the amount of \$3,500,000 ("EPA Grant"), to aid in the financing of a new wastewater treatment plant project; and

WHEREAS, the EPA Grant requires the Port to provide a 25% match of the project cost, which is currently estimated to be approximately \$875,000 (the "EPA Grant Match"); and

WHEREAS, Business Oregon is agreeable to releasing the Mortgage on the Property and foregoing the 80% share of the Proceeds due under the Restructure Agreement, provided the Port agrees to put 100% of the Proceeds into a reserve fund in connection with the EPA Grant Match; and

WHEREAS, the Port would be required to pay the 80% share of the Proceeds from the sale of the Property (in the amount of \$139,688.80) to Business Oregon should the design or construction of the wastewater treatment project contemplated in connection with the EPA Grant be abandoned; and

WHEREAS, Business Oregon documented and internally approved the arrangement described above with respect to the Proceeds in a Memorandum dated October 25, 2022 (the "Memorandum"), which is attached hereto as Exhibit A.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Port of Brookings Harbor, Oregon as follows:

1. The Board hereby approves of Business Oregon's conditions to the release of the Mortgage as described in the Memorandum.
2. The Board hereby approves of Business Oregon's agreement to disburse all Proceeds to the Port, as outlined in the Memorandum.
3. The Board directs that all of the Proceeds be placed in the reserve fund maintained in connection with the EPA Grant Match, with 80% of such Proceeds subject to potential repayment to Business Oregon in the future should design or construction of the wastewater treatment project contemplated in connection with the EPA Grant later be abandoned.

APPROVED AND ADOPTED and made effective the same day by the Board of Commissioners of the Port of Brookings Harbor this 21st day of December, 2022.

ATTEST:

Richard Heap, President

Sharon Hartung, Secretary/Treasurer

ACTION ITEM – F

DATE: December 21, 2022
RE: Resolution 2022-11, Employee Handbook
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Acting Port Manager

OVERVIEW

- Notable Changes:
 - Adding Oregon Paid Family Medical Leave policy
 - Starting January 1, 2023, employees and employers contribute to Paid Leave Oregon through payroll taxes. In September 2023 employees can apply for leave with Paid Leave Oregon.

DOCUMENTS

- Resolution 2022-11, Employee Handbook, 1 page
- POBH Employee Handbook, 86 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve Resolution No. 2022-11 Port of Brookings Harbor Employee Handbook for 2022.

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

RESOLUTION NO. 2022-11

**A RESOLUTION ADOPTING PORT OF BROOKINGS HARBOR
EMPLOYEE HANDBOOK**

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

WHEREAS, the Port has revised its handbook in accordance with current State and Federal laws; and

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Port of Brookings Harbor, Curry County, Oregon as follows:

1. The Port of Brookings Harbor Employee Handbook, attached hereto as Exhibit A, is hereby adopted by reference.
2. The Policies and Procedures may be modified by Resolution or may be modified administratively by the Port Manager to follow best practices, for example, to update items to comply with Port Personnel Policy, to adapt to changing technology, or to incorporate new laws and rules.
3. Staff is directed to codify this policy according to past administrative practices.

APPROVED AND ADOPTED and made effective the same day by the Board of Harbor Commissioners of the Port of Brookings Harbor this 21st day of December, 2022.

ATTEST:

Richard Heap, President

Sharon Hartung, Secretary/Treasurer



Port of Brookings Harbor Employee Handbook



This Institution is an Equal Opportunity Provider



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INTRODUCTION

WELCOME TO THE PORT OF BROOKINGS HARBOR!

On behalf of your colleagues and the Board of Commission—we're glad you've joined us! We take pride in selecting people such as you to join our organization, and we truly believe you will be a positive addition to our most important asset—our employees.

We hope you will enjoy a productive and pleasant association with us. We have created a work environment, compensation and benefits program, and interactive culture that we believe fosters positive work relationships. We expect that you will enhance the atmosphere by contributing your best efforts in whatever is asked of you.

We believe that you can contribute significantly to our success and want you to share in the growth of our future. We also feel that the best way to help you achieve is to help you understand our organization and your role in it. This Handbook has been prepared as a guide to give you a better understanding of the organization's policies, procedures, and practices. Please familiarize yourself with its contents and keep it handy for reference.

Our organization values two-way communication, and our “open door” policy encourages you to ask questions if there are policies or procedures you don't understand. We welcome your ideas and suggestions for ways to improve our operations and services or to save unnecessary costs during your employment with us.

Again, welcome to our team. We wish you success in your new position and truly value you and the contribution you make during your employment with us. We sincerely hope you will like it here.

Port Manager

ABOUT THIS HANDBOOK

This Employee Handbook is a guide to help you understand our employment provisions and expectations. The Handbook applies to all of our employees. It is intended to be a positive document that begins to establish the relationship between us.

Please remember that this Handbook contains only general information and guidelines. It is not intended to address all the possible applications of or exceptions to general policies and procedures. Our policies are based on the belief that common sense, good judgment, and consideration for the rights of others are paramount to our ability to serve our customers and ourselves. While we have tried to anticipate many of your questions, keep in mind that this document won't provide every answer. If you have any questions concerning eligibility for a particular benefit or how a policy or practice applies to you, please ask the Port Manager, the Director of Finance and Accounting or your Supervisor.

We know that employees have varied skills, goals, perceptions, and values, and that such diversity may create situations not fully addressed within this Handbook. In that event, we'll try

to make fair and equitable decisions while making sure that the best interests of the organization are served.

Neither this Handbook nor any other organizational document or communication, whether written or verbal, is intended to in any way create an express or implied contract of employment or to guarantee any fixed terms or conditions of your employment. Your employment is at will, meaning it is not for any specific period of time and may be terminated, with or without reason, and without prior notice by the Port of Brookings Harbor or you for any reason, at any time. Nothing in this Handbook can be construed to contradict, limit, or modify the at-will nature of your employment.

The Port of Brookings Harbor reserves the right to interpret and administer the provisions of this Handbook as needed. Except for the policy of at-will employment, which can only be changed in writing by the Port Manager. The Port of Brookings Harbor has the maximum discretion permitted by law to change, modify, or delete any provision in this Handbook at any time with or without notice. However, oral statements or representations cannot supplement, change, or modify the provisions in this Handbook.

Each employee should read and become familiar with the information contained in this Handbook. Failure to comply with the Port of Brookings Harbor's policies or procedures may result in discipline, up to and including termination of employment.

This Handbook supersedes all inconsistent oral or written statements. Unless otherwise noted herein, the provisions of this Handbook apply to all personnel. However, to the extent any provision of this Handbook conflicts with the terms of a written employment contract signed by the Port Manager, the terms of the written contract will prevail. Likewise, to the extent that any provision of this Handbook conflicts with an applicable law, the law will be applied.

Some subjects described in this Handbook, such as benefit plan information, are covered in detail in official policy documents. You should refer to these documents for specific information since this Handbook provides summaries only. Please note that when discrepancies occur between benefit language in this Handbook and in the official policy documents, the terms of the written insurance policies are controlling. We encourage you to use caution when making decisions with long-term impact based on our current benefit offerings, given that we may find it necessary to make changes to these programs. You are encouraged to offer suggestions for improvement to these policies, employment practices, or working conditions. Please read through the Handbook carefully and share it with your family members so they will also understand your work environment. If you have additional questions or need further details, please talk with your supervisor, who can advise you or refer you to the appropriate resource.



EMPLOYMENT POLICIES

EMPLOYMENT RELATIONSHIP

You and the Port of Brookings Harbor are engaged in an “at-will” employment relationship. Therefore, employment at the Port of Brookings Harbor is for no definite period of time and may, regardless of the time and manner of payment of wages and salary, be terminated at will. This means that either you or the organization may terminate the employment relationship at any time, with or without reason or advance notice.

No one in the organization has the authority to enter into any agreement contrary to this “at-will” relationship except the Port Manager. It cannot be altered, except when in writing and signed by the Port Manager and you. The Port of Brookings Harbor will not make, and will not be bound by, any oral promises concerning the length or terms of your employment.

Equal Employment Opportunity

The Port of Brookings Harbor is an equal opportunity employer and, as such, considers individuals for employment according to their abilities and performance. Employment decisions are made without regard to race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity, on-the-job injury, genetic information, or any other classification protected by law. All employment requirements mandated by local, state, and federal regulations will be observed.

The organization employs affirmative personnel measures to ensure the achievement of equal employment opportunities in all aspects of employment and the work environment. These policies of nondiscrimination will prevail throughout every aspect of the employment relationship, including recruitment, selection, total compensation, promotion, transfer, layoff and recall, termination, training, and dispute resolution.

In keeping with our philosophy and applicable laws, our advertising and recruiting materials will contain the following statement to encourage qualified applicants to apply: “Equal Opportunity Employer.” Our policy as an equal opportunity employer is to employ those legally entitled to work in the United States without regard to citizenship status, ethnic background, or national origin. However, in conformity with the relevant immigration statutes and regulations, our policy is to hire only those who are eligible to work in the United States. Verification documentation is required of all new hires.

All employees in the organization are responsible for following and carrying out this policy according to the spirit and intent of our equal employment commitment. Management provides and supports a dispute resolution procedure for complaints alleging discrimination. Employees are expected to bring any questions, issues, or complaints to Management’s attention. If you believe you have experienced harassment, discrimination, or retaliation, you should report the matter immediately according to the reporting process outlined in our policy against discrimination, harassment, and retaliation. We also encourage that you document your concerns. We will not retaliate against you for filing a complaint or cooperating in an investigation and we will not tolerate or permit retaliation by management or coworkers.

WORKPLACE ACCOMMODATIONS

Commitment to Equal Employment Opportunities

The Port of Brookings Harbor complies with all applicable federal and state laws providing for nondiscrimination in employment, and this includes providing reasonable accommodations to qualified individuals in accordance with these laws, except where such an accommodation is unreasonable or would create an undue hardship. This includes accommodations for:

- Employees who have a physical, mental, or sensory disability that affects their ability to perform any of the functions of their job or enjoy the "benefits and privileges of employment" equal to those enjoyed by similarly situated employees without disabilities;
- Employees with limitations related to pregnancy, childbirth, or a related medical condition, such as lactation, that may interfere with any job-related tasks or requirements; and
- Where a work-related requirement may interfere with a religious observance or an employee's religious belief.

Requesting a Reasonable Accommodation, Medical Information

Employees who wish to request an accommodation for any of these reasons should contact the Port Manager. As permitted by law and depending on the nature of the accommodation requested, the Port of Brookings Harbor may request medical information and opinions to verify the need for such accommodations, identify potential alternative accommodations, or to determine whether continued work would pose a safety or health risk, where appropriate. We will treat such information as confidential, except to the extent that others need to know to evaluate the request or to implement any approved accommodations.

Determinations

The Port of Brookings Harbor will make decisions about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation. While we encourage employees to suggest the specific accommodations that they believe may be ideal, please be aware that the Port of Brookings Harbor is not required to make the specific accommodation requested and may provide an alternative effective and reasonable accommodation, to the extent it does not pose an undue hardship on the Port of Brookings Harbor.

No Retaliation

The Port of Brookings Harbor does not condone or allow any form of unlawful discrimination or discipline, reprisal, intimidation, or retaliation against any individual for requesting an accommodation under this policy in good faith. For this reason, the Port of Brookings Harbor will not:

- deny employment opportunities on the basis of a need for reasonable accommodation;
- deny reasonable accommodation for known limitations, unless the accommodation would cause an undue hardship;

- take an adverse employment action, discriminate, or retaliate because the applicant or employee has inquired about, requested, or used a reasonable accommodation;
- require an applicant or an employee to accept an accommodation that is unnecessary; or
- require an employee to take family leave or any other leave, if a reasonable accommodation can be made instead.

If an employee feels that they or another employee may have been subjected to retaliation or other conduct that violates this policy, they should report it immediately to the Port Manager, the Director of Finance and Accounting, or any other management representative with whom they feel comfortable speaking.

POLICY AGAINST DISCRIMINATION, HARASSMENT, AND RETALIATION

The Port of Brookings Harbor prohibits unlawful discrimination and harassment. This policy defines these terms and provides a complaint procedure for employees who believe they have been the victims of prohibited conduct. This policy applies to all matters related to hiring, firing, transfer, promotion, benefits, compensation, and other terms and conditions of employment.

A copy of the Port of Brookings Harbor policy against discrimination, harassment, and retaliation is available at the Port of Brookings Harbor Bulletin Board, located at the Port Office.

Equal Employment Opportunity

The Port of Brookings Harbor will not tolerate conduct by any employee, elected official, board or commission member, volunteer or intern, customer or member of the public that discriminates, harasses, or creates an intimidating, offensive, or hostile work environment. All forms of unlawful discrimination and harassment are prohibited. We want to maintain a working environment free from all forms of discrimination and harassment, whether based upon race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity, on-the-job injury, genetic information, or any other legally protected characteristic or status. It is our intent that such factors shall not be a consideration for any of the following: employment, retention, promotion, recruitment or recruitment advertisement, rates of pay or other forms of compensation, administration of benefits, selection for job or management training, and demotion or separation. All matters related to employment are based upon job performance, plus trustworthiness, dependability, and reliability once hired. Retaliation associated with a complaint of harassment is also prohibited.

This policy explicitly applies to conduct in the workplace and at work-related events, including Port of Brookings Harbor-related social functions, business trips and functions (such as conventions, trade shows, etc.), and off-site work meetings. This policy applies to any conduct, however, as described above, which impacts the organization or work environment, regardless of where it occurs.

Unlawful harassment or intimidation of any kind by or toward another employee or any other person (including a customer, visitor, or vendor/supplier), or harassment of any person not associated with the Port of Brookings Harbor by use of Port of Brookings Harbor relationships, resources, or assets will not be tolerated. Conduct that the Port of Brookings determines to constitute a violation of this policy may result in the strictest disciplinary action.

Sexual Harassment

Sexual harassment and sexual assault are forms of harassment. Both are violations of state and federal law and will not be tolerated. "Sexual assault" is defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled using physical force, manipulation, threat, or intimidation, or a sexual offense has been threatened or committed as described in Oregon's criminal statutes. Sexual harassment, as defined by the Equal Employment Opportunity Commission and stated below, is expressly prohibited:

"Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of the individual's employment; (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment."

The definition of sexual harassment includes many forms of offensive behavior and can include gender-based harassment of a person of the same sex as the harasser. Conduct that may be considered in violation of this policy includes, but is not limited to:

- Unwanted sexual advances;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct, including leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, or posters;
- Verbal conduct, such as making or using derogatory comments, epithets, slurs, or jokes;
- Verbal sexual advances or propositions;
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, or sexually degrading words used to describe an individual;
- Suggestive or obscene letters, notes, or invitations; and/or
- Inappropriate physical conduct, including touching, assaulting, impeding, or blocking movements.

Cell phone use, including inappropriate text messages and other similar electronic communications, can also be considered harassing behavior.

Each manager/supervisor has a responsibility to maintain a workplace free of any form of unlawful harassment. No person shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.

Other Forms of Harassment

This policy applies not only to complaints and investigations of sexual harassment and assault, but to all other forms of harassment and intimidation based on age, race, sex, sexual orientation, national origin, religion, marital status, disability, veteran status, or any other category protected by federal, state, or local law. Behavior such as telling ethnic jokes; using religious slurs or offensive slang, or other derogatory terms regarding a person's race, sexual orientation, age, sex, national origin, or disability; or mimicking one's speech, accent, or disability are examples of prohibited conduct and will not be tolerated. Harassing individuals by making derogatory comments regarding protected status or characteristics is strictly prohibited, as is using any other words or conduct that might create a hostile or offensive work environment.

Reporting Concerns

Management provides and supports a process for receiving and resolving complaints involving workplace discrimination, harassment, or sexual assault. If you believe that you have experienced or witnessed harassment, discrimination, sexual assault, or any other behavior prohibited by this policy, you must immediately report the matter to the Port Manager, the Director of Finance and Accounting, or any other management representative with whom you feel comfortable speaking.

Upon receipt of a report of prohibited discrimination, harassment, or sexual assault, the manager who received the report will provide a copy of this policy to the reporting employee.

No Retaliation

No team member will be retaliated against for making a complaint under this policy in good faith, or for participating or otherwise assisting in an investigation of such a complaint in good faith. If you believe you have been retaliated against in violation of this policy, you must report it to the Port Manager, the Director of Finance and Accounting, or another management representative.

Investigation and Response

Any reported allegations of harassment, discrimination, or retaliation will be investigated by the Port of Brookings Harbor promptly and in a manner appropriate to the circumstances. The investigation will be conducted promptly, but no specific timeframe can be guaranteed because each situation is likely to be different, and individuals may have varying schedules. Every effort will be made to complete the investigation within two weeks. In all cases, the reporting party will be notified of the outcome of the investigation. We will also check in with an employee who reports being the victim of alleged harassment every three months for one year following receipt such report to ensure no further concerns or retaliation are experienced. However, employees should not wait for the Port of Brookings Harbor to make contact to share or communicate any further concerns or experiences. If an employee would like the Port of Brookings Harbor to discontinue the follow-up process, a request must be submitted in writing to the Port Manager, the Director of Finance and Accounting, or another management representative.

All complaints of harassment will be investigated promptly and impartially. Discretion will be used during the investigation in order to maintain as much confidentiality as possible while effectively completing the investigation, however, confidentiality cannot be guaranteed. If you are not satisfied with the handling of a complaint or the action taken by management, you should bring the complaint to the next higher level of authority or to another management representative. In all cases, you will generally be advised of the outcome.

Any employee or manager who is found by the Port of Brookings Harbor, after appropriate investigation, to have engaged in harassment or to have retaliated against an individual for reporting harassment will be subject to appropriate corrective action, depending on the circumstances, up to and including termination.

Documentation

Employees are encouraged to document any incidents involving discrimination, harassment, or sexual assault as soon as possible.

Anyone who receives a report of workplace discrimination, harassment, intimidation, sexual assault, or related employment agreements containing prohibited provisions must document such reports. Any supervisor, manager, or employee who observes or experiences what they believe to be incidents of workplace discrimination, harassment, intimidation, or sexual assault should also document such incidents.

The Port of Brookings Harbor must maintain records of workplace harassment including:

- the date of the incident;
- the date the complaint was received by the designated individual or alternate;
- the dates the investigation was started and closed;
- the investigation report;
- the outcome of the investigation and any actions taken by the Port of Brookings Harbor; and
- the dates the Port of Brookings Harbor followed up with the victim, or a signed waiver of the Port of Brookings Harbor responsibility to conduct follow up contacts with the victim.

No Limitation of Remedies

We encourage employees to bring their concerns and complaints to the organization and to seek redress through the internal process outlined above. But we also understand that, at times, this may not be the choice of the employee.

Nothing in this policy prevents a complainant from filing a formal complaint with the Oregon Bureau of Labor and Industries (BOLI), or the Equal Employment Opportunity Commission (EEOC) and/or any other state or federal agency responsible for enforcing laws governing prohibited discrimination, harassment, and retaliation.

A complaint filed by an employee with BOLI alleging an unlawful employment practice as described in ORS 659A.030 (prohibiting discrimination because of race, color, religion, sex, sexual orientation, national origin, marital status, age, or expunged juvenile record), 659A.082 (prohibiting discrimination and mandating leave for certain military service), 659A.112 (prohibiting discrimination against individuals with disabilities), or unlawful harassment, sexual assault, or a violation of the additional protections for victims outlined above, must be filed no later than five years after the occurrence of the alleged unlawful employment practice. Other claims may have shorter timeframes.

In addition to the above, nothing in this policy prevents any person from seeking remedy under any other available law, whether civil or criminal. An employee or claimant must provide advance notice of claim against the Port of Brookings Harbor as required by ORS 30.275.

Employment Agreements

Under this policy, a nondisclosure agreement is any agreement by which one or more parties agree not to discuss or disclose information regarding any complaint of work-related harassment, discrimination, or sexual assault. A nondisparagement agreement is any agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party or the Port of Brookings Harbor. A no-rehire provision is an agreement that prohibits an employee from seeking reemployment with the Port of Brookings Harbor and allows the Port of Brookings Harbor to not rehire that individual in the future.

The Port of Brookings Harbor will not require or coerce an employee to enter into any agreement if the purpose or effect of the agreement prevents the employee from disclosing or discussing conduct constituting discrimination, harassment, or sexual assault. An employee claiming to be aggrieved by discrimination, harassment, or sexual assault may, however, voluntarily request to enter into a settlement, separation, or severance agreement that contains a nondisclosure, nondisparagement, or no-rehire provision and will have at least seven days to revoke any such agreement.

Voluntary Disclosure

A victim of workplace harassment may voluntarily disclose information regarding an incident of workplace harassment that involves the victim.

Additional Employee Support Services

Employees may choose to use other support services throughout and following instances related to concerns and complaints. The organization provides the following for additional assistance:

- Legal services; and
- Counseling and Support Services and/or Employee Assistance Services.

Employees should contact the Port Manager, the Director of Finance and Accounting, or another management representative for additional information about accessing these resources.

WORKPLACE PROFESSIONALISM

While harassment due to a person's protected class is prohibited, so too is unprofessionalism, such as incivility, due to personality clashes or issues. We want our focus to be on customer service, productivity, and the ability for each employee to flourish here. This makes it essential that our employees treat each other and those with whom we serve with courtesy, respect, and consideration. Further, we require that employees work cooperatively and constructively in resolving issues or problems on the job to foster satisfactory working relationships.

The Port of Brookings Harbor defines unprofessionalism as one-time or repeated behavior that is inappropriate, and that may be verbal, non-verbal, or physical; either direct or indirect which generally occurs at work and in the course of employment but may also apply to offsite behavior exhibited by employees that negatively impacts the working relationship. Such behavior, whether exhibited between coworkers, management and staff, vendors/customers, another outside party, or a member of the public, violates our policy on how others should be treated while at the workplace or while engaged in organizational operations.

Where an allegation of unprofessionalism is made, consideration of the intention will be given. The purpose of this policy is to communicate to all employees, including supervisors, managers, and executives, that the Port of Brookings Harbor will not, in any instance, tolerate unprofessional behavior. Employees found to be in violation of this policy will be subject to corrective action, up to and including termination.

We will consider the following examples as unprofessional, although this is not considered a comprehensive list. Any action that creates the same or similar result will also be considered.

- making inappropriate comments on social media or via text messaging or other forms of electronic communication;
- public humiliation in any form;
- constant unwarranted criticism on matters unrelated or minimally related to the person's performance or job description;
- spreading rumors and gossip regarding individuals;
- interfering with the ability of someone to perform job duties or consistently assigning menial tasks not central to the job when there is no legitimate business reason for doing so; or
- taking credit for another person's work-related ideas.

Any Port of Brookings Harbor employee who has experienced unprofessionalism should immediately report the behavior according to the reporting process outlined in our policy against discrimination, harassment, and retaliation. All reports will be investigated and addressed. Making bad-faith or malicious complaints of unprofessionalism will be regarded as a serious offense, which may also lead to corrective action, up to and including termination.

Notwithstanding the above, the Port of Brookings Harbor will not construe or apply this policy in a manner that improperly prevents employees from communicating with each other about wages, hours, or other terms and conditions of employment. This policy is not intended to restrict communications or actions protected or required by state or federal law.

DISPUTE RESOLUTION

We believe that undisclosed problems will remain unresolved and will lead to impaired work relationships, dissatisfaction with working conditions, and a decline in operational efficiency. Therefore, the organization has established this dispute resolution procedure to solve problems as quickly, fairly, and thoroughly as possible. This procedure is a method for impartially hearing the complaint and is intended to resolve problems and provide a fair and objective review. All issues raised in good faith will be handled without prejudice or retaliation.

Reporting Issues Other Than Harassment/Discrimination

If you believe you have experienced harassment, discrimination, or retaliation, you should report the matter immediately according to the reporting process outlined in our policy against discrimination, harassment, and retaliation. Any other questions or concerns you may have should be discussed with your immediate manager/supervisor, absent special circumstances, as soon as you are aware there is a problem or have a question. Your manager will generally follow-up on your concern, in writing, within one week.

We realize there may be valid reasons to forego this initial step; in those circumstances (*i.e.*, a concern involves an immediate manager/supervisor), you may go directly to the next level of management or to the Port Manager for assistance.

EMPLOYMENT

It is our goal to fill employment vacancies with the most qualified applicants, whether recruiting internally, externally, or utilizing both options. Job applicants will be considered on an equal basis for all positions without regard to sex, age, race, color, religion, national origin, marital or veteran status, sexual orientation, gender identity, on-the-job injury, genetic information, a physical or mental disability, or any other characteristic or status protected under applicable law, including Veterans' Preference.

Our goal will always be to select the most qualified person for each available job.

Former employees and relatives of current employees will be considered for employment in the same manner as other applicants. We may, in our discretion, refuse to place a spouse, domestic partner, or immediate family member under the direct supervision of a spouse, domestic partner, or family member.

You may, from time-to-time, be temporarily transferred or assigned to perform work outside of your regular job duties, schedule, or location. Depending upon the circumstances, you may be subject to a wage adjustment while performing such work. We may also reassign employees on a

long-term basis whose placements are determined to be unsuited to their individual skills. We may also transfer any employee who has an injury or impairment that requires modified duty without posting the position.

New Employee Orientation

New employees are expected to attend a thorough orientation within the first week of employment. This helps to ensure positive integration into our operations and helps new employees start a productive and satisfying employment relationship. At the orientation, you will receive detailed information about general policies, procedures, benefits, and basic information on pay and leave policies.

Introductory Period

As a new employee, you are hired on a 60-day introductory period. The introductory period is an extension of the employee selection process. During this period, you are considered to be in training and under observation and evaluation by supervisors. Evaluation of your adjustment to work tasks, conduct and other work rules, attendance, and job responsibilities will be conducted during the introductory period. This period gives you an opportunity to demonstrate satisfactory performance for the position and provides an opportunity for us to see if your abilities and the requirements of the position match. It is also a chance to see if we meet your expectations as an employer.

Your performance will be evaluated at the end of the introductory period, and a decision about your employment status will be made and shared with you in writing. If you have successfully completed the introductory period, you will be moved to regular status. Neither the introductory period nor movement to regular status alters the at-will status of your employment. At all times, including during the introductory period, your employment is at-will and may be terminated by the Port of Brookings Harbor or you, with or without reason and with or without prior notice. If your skills border on satisfactory, but fall short, the introductory period may be extended if there is reason to believe that your skills will improve within 30 days. This period may be extended only by approval of the Port Manager. The request for an extension won't be approved if it is submitted after the normal conclusion of your introductory period. If expectations are not met or if your skills are not satisfactory, your employment will not continue.

Promotions and Transfer Training Period

If you are promoted or transferred to a new position, you must also complete an introductory period of 60 days to determine the suitability of the placement and your ability to satisfactorily perform the required work. If it is determined that the job change is not working during this period, you will be returned to your original job if a vacancy exists. Otherwise, you will be assigned to any other vacant job we deem suitable. If no such job is vacant, your employment may be terminated. If you are placed in a job other than your original job, the pay and benefits may be adjusted.

Reemployment

Employees who resign from the organization in good standing may be eligible for reemployment consideration. Applications received from former employees will be considered and processed using the same procedures and standards that govern all other applicants. Previous performance with the organization will be evaluated if the reference check phase is reached. We are not

obligated to rehire former employees. If an employee returns within 12 calendar months, their previous sick leave balance will be restored in full.

Credit for Prior Seniority

All rehires shall be considered new employees, except where federal or state law requires otherwise.

Employment Classifications

Employee status is categorized to make distinctions in employment-related conditions and to aid in a better understanding of employment relationships within the organization. Employees may be considered introductory, full-time or part-time, temporary, or on-call as described below:

- Introductory Newly hired, transferred, or promoted employees within the introductory period. New hires normally earn, but cannot use, benefits.

- Regular Full-time: An employee who is regularly scheduled to work 30 hours or more per week. This classification is normally eligible for benefits.

- Regular Part-time: An employee who is regularly scheduled to work at least 20 but less than 30 hours per week. This classification is normally eligible for benefits, but on a pro-rata basis.

- Temporary: An employee who is hired for a specified period of time, usually no more than six months. This classification is typically not eligible for benefits, except for those mandated by law.

- On-Call: An employee who does not have a set schedule and works only when called upon.

Employees are further classified according to federal and state wage and hour laws as exempt or non-exempt, as defined below. Management will make the appropriate designation regarding the status for each new position or when a position changes substantially. If you are uncertain as to your status, ask your supervisor/manager.

- Exempt: An employee who is exempt from the overtime pay and minimum wage requirements under federal and state laws. Exempt employees are those who are generally paid a salary and whose duties and responsibilities allow them to be exempt under federal and state law.

- Non-exempt: An employee who is paid an hourly wage and whose job generally calls for the payment of minimum wage and overtime as specified under state or federal regulations.

EMPLOYMENT RECORD KEEPING

Access to Personnel Files

The organization maintains personnel records for each employee, and access to those records is restricted to authorized persons only. The records may include applications, written evaluations, performance counseling notices, correspondence, and other information pertinent to employment. Authorized persons are individuals in a direct line of supervision over the employee to whom the file applies, employees performing human resources-related functions, and any management representative involved in a pending personnel action.

Your personnel file is available for review (except for any material exempt from disclosure under state law) by making advance arrangements with the Director of Finance and Accounting. We will provide access to or copies of personnel records or files as required by law, but you may be asked to reimburse us for the reasonable cost of providing copies.

Change in Personal Data

Keeping your personnel records current can be important to you with regard to pay, payroll deductions, benefits, and other matters. If you have changes in any of the following items of information, please notify the Director of Finance and Accounting.

- Name
- Marital status
- Address
- Telephone number
- Dependents
- Beneficiary(ies)
- Emergency contact information
- Job-related physical or other limitations that impact employment
- Other information having a bearing on your employment

A **Change in Personal Data** form is available for your use in reporting any changes in your personal information.





EMPLOYMENT RELATIONS AND CONDUCT

ETHICS

We believe in treating people with respect and adhering to ethical and fair practices. All Public Officials are held accountable to the State's ethics laws found in ORS 244.

Misrepresentation

As an employee, you should consider how you represent the Port of Brookings Harbor in your transactions and interactions. You should be careful not to misrepresent the organization's policies, practices, procedures, or prices, or misrepresent your status and authority to enter into agreements. You should also avoid using the organization's name, likeness, facilities, assets, resources, or the authority of your position with the organization for personal gain or private interests.

Outside Employment

While employed at the Port of Brookings Harbor you may not engage in outside employment that conflicts with the nature of the organization's business, competes with the organization, conducts business with the organization, or otherwise interferes with your ability to perform according to established standards of performance and work rules. You also may not conduct business connected to outside employment during hours you are scheduled to work at the Port of Brookings Harbor or use company equipment for such purposes.

Off-Duty Conduct

Generally, we regard off-duty activities of employees to be their own personal matters. However, certain types of off-duty activities concern us because of the potentially negative impact on the organization's reputation within the communities we serve. Therefore, employees who engage in or are associated with illegal or otherwise harmful conduct that adversely affects the organization or its public image, or their own ability or credibility to carry out employment responsibilities, may be subject to corrective action, up to and including termination.

Solicitation and Distribution Policy

The Port of Brookings Harbor has established rules to govern employee solicitation and distribution of written materials. The Port of Brookings Harbor has established rules to (1) maintain and promote safe and efficient operations, employee discipline, and an attractive clutter-free workplace and (2) minimize non-work-related activities that could interfere with customer satisfaction, product quality, and teamwork. This policy is not intended to restrict communications or actions protected or required by state or federal law.

We use our organization bulletin boards to keep you up-to-date and to post notices and information required by law. We also use them to announce activities and other items of interest to employees. We ask that you check the bulletin board regularly to obtain information that may be important to you. Bulletin boards are to be used only for posting or distributing notices or announcements of a business nature that apply equally and are of interest to all employees or are directly concerned with organization business.

Rules

Employees may not:

- solicit other employees during working time;
- distribute literature during working time;
- distribute literature at any time in working areas;
- use employer-owned property such as telephones, computers, smartphones, email systems, and intranets to solicit other employees;
- solicit, expect, or accept contributions from vendors, clients, or anyone doing business with the organization; or
- sell merchandise or collect funds of any kind without prior approval from the Port Manager.

Definitions

Solicitation includes, but is not limited to, approaching someone in person or through employer-owned property such as computers, smartphones, email systems, and intranets for any of the following purposes:

- offering anything for sale;
- asking for donations;
- collecting funds or pledges;
- seeking to promote, encourage, or discourage participation in or support for any organization, activity or event, or membership in any organization; or
- distributing or delivering membership cards or applications for any organization.

Distribution includes, but is not limited to, disseminating or delivering in person or through employer-owned property such as bulletin boards, computers, smartphones, emails, and intranets any literature or other materials including circulars, notices, papers, leaflets or other printed, written, or electronic matter (except that distributing or delivering membership cards or applications for any organization is considered solicitation and not distribution).

Working time includes any time in which either the person doing the solicitation (or distribution) or the person being solicited (or to whom non-business literature is being distributed) is engaged in or required to be performing work tasks. Working time excludes times when employees are properly not engaged in performing work tasks, including break periods and mealtimes.

Working areas include areas controlled by the Port of Brookings Harbor where employees are performing work, excluding, for example, cafeterias, break rooms, and parking lots.

Discipline

Employees who violate any provision of this policy may be subject to discipline, up to and including termination of employment.

Public Officials

A public official includes anyone serving the State of Oregon or any of its political subdivisions or any other public body in any of the listed capacities, including as an “agent.” An “agent” means any individual performing governmental functions. Governmental functions are services provided on behalf of the government as distinguished from services provided to the government. This may include private contractors and volunteers, depending on the circumstances.

Upon employment with our organization you became a public official.

Gifts

During a calendar year, a public official, a candidate, or a relative or member of the household of the public official or candidate may not solicit or receive, directly or indirectly, any gift or gifts with an aggregate value in excess of \$50 from any single source that could reasonably be known to have a legislative or administrative interest.

During a calendar year, a person who has a legislative or administrative interest may not offer to a public official or a relative or member of the household of the public official any gift or gifts with an aggregate value in excess of \$50.

During a calendar year, a person who has a legislative or administrative interest may not offer to a candidate or a relative or member of the household of the candidate any gift or gifts with an aggregate value in excess of \$50.

Use of Official Position or Office

A public official may not use or attempt to use their official position or office to obtain financial gain or avoid financial detriment for themselves, a relative or member of the household of the public official, or any business with which the public official or a relative or member of the household of the public official is associated, if the financial gain or avoidance of financial detriment would not otherwise be available but for the public official’s holding of the official position or office.

Except:

- any part of an official compensation package as determined by the public body that the public official serves;
- the receipt by a public official or a relative or member of the household of the public official of an honorarium or any other item allowed under ORS 244.042 (Honoraria);
- reimbursement of expenses;

- an unsolicited award for professional achievement;
- gifts that do not exceed the limits specified in ORS 244.025 (Gift limit) received by a public official or a relative or member of the household of the public official from a source that could reasonably be known to have a legislative or administrative interest;
- gifts received by a public official or a relative or member of the household of the public official from a source that could not reasonably be known to have a legislative or administrative interest;
- the receipt by a public official or a relative or member of the household of the public official of any item, regardless of value, that is expressly excluded from the definition of “gift” in ORS 244.020 (Definitions); or
- contributions made to a legal expense trust fund established under ORS 244.209 (Application to establish fund) for the benefit of the public official.

A public official may not solicit or receive, either directly or indirectly, and a person may not offer or give to any public official any pledge or promise of future employment, based on any understanding that the vote, official action, or judgment of the public official would be influenced by the pledge or promise.

A public official may not attempt to further or further the personal gain of the public official through the use of confidential information gained in the course of or by reason of holding position as a public official or activities of the public official.

A person who has ceased to be a public official may not attempt to further or further the personal gain of any person through the use of confidential information gained in the course of or by reason of holding position as a public official or the activities of the person as a public official.

A person may not attempt to represent or represent a client for a fee before the governing body of a public body of which the person is a member. This subsection does not apply to the person’s employer, business partner, or other associate.

The provisions of this section apply regardless of whether actual conflicts of interest or potential conflicts of interest are announced or disclosed under ORS 244.120.

Honoraria

A public official may not solicit or receive, whether directly or indirectly, honoraria for the public official or any member of the household of the public official if the honoraria are solicited or received in connection with the official duties of the public official.

A public official may solicit or receive an honorarium or a certificate, plaque, commemorative token, or other item with a value of \$50 or less or an honorarium for services performed in relation to the private profession, occupation, avocation, or expertise of the public official or candidate.

Financial Interest in Public Contracts

A person who ceases to hold a position as a public official may not have a direct beneficial financial interest in a public contract for two years after the date the contract was authorized. This prohibition applies only to public contracts that were authorized by (1) the person acting in the capacity of a public official or (2) a board, commission, council, bureau, committee, or other governing body of a public body of which the person was a member when the contract was authorized.

You are required to inform us of any activity that is ongoing or planned that may be or is a conflict with these laws. We will work with the State ethics commission to determine the appropriate steps for resolution.

Failure to meet these standards may result in discipline up to and including separation.

CONFIDENTIALITY

Organization and Customers

At the Port of Brookings Harbor, employees have access to highly confidential and proprietary information, including information about our business plans and customers. Our customers trust us with confidential information and disclosing this information without authorization would have a materially adverse impact on our integrity and on our relationships with our customers. Employees must not disclose, either during or after employment with the Port of Brookings Harbor, any information pertaining to the organization or its customers without prior explicit approval of their managers/supervisors and must sign a form stating such.

No organization records or information, including documents, files, records, computer files, and similar materials may be removed from our premises without permission from the Port of Brookings Harbor, except in the ordinary course of performing duties on behalf of the Port of Brookings Harbor. Additionally, the contents of organization records or information otherwise obtained in regard to business may not be disclosed to anyone except where required for a business purpose. This prohibition also applies to disclosures or any type, including posts on social media, blogs, or elsewhere on the internet. Employees are subject to appropriate corrective action, up to and including termination, for revealing confidential information.

Nothing in this Agreement has the purpose or effect of preventing an employee or prospective employee from disclosing or discussing conduct that constitutes discrimination prohibited by ORS 659A.030, including conduct that constitutes sexual assault, or that constitutes discrimination prohibited by ORS 659A.082 or 659A.112, if such conduct occurred: (1) between employees or between an employer and an employee in the workplace or at a work-related event that is off the employment premises and coordinated by or through the employer or (2) between an employer and an employee off the employment premises.

This policy is not intended, and should not be construed, to limit or prevent employees from exercising any rights under the National Labor Relations Act or equivalent state laws.

Employee Records

The Port of Brookings Harbor's philosophy is to safeguard personal employee information in its possession to ensure the confidentiality of this information. Additionally, the organization will generally actively collect only personal information that is related to its business operations or to government reporting and disclosure requirements. Personal information collected by the organization includes employee names, addresses, telephone numbers, email addresses, emergency contact information, EEO data, social security numbers, date of birth, employment eligibility data, benefit plan enrollment information (which may include dependents' personal information), and school/college or certification credentials. All preemployment inquiries, including reference check records, as well as former employee files are maintained in a locked, separate area and are not used by the organization in the course of business operations.

Personal employee information will be considered confidential and, as such, will be shared only as required and with those who have a need for access to such information. All hard copy records will be maintained in a locked, secured area with access limited to those who have a need for such access. Personal employee information used in business system applications will be protected under company proprietary electronic transmission and Virtual Private Network policies and security systems. Participants in company benefit plans should be aware that personal information will be shared with plan providers as required for claim handling or recordkeeping needs.

Organization-assigned information, which may include organizational charts, department titles and staff charts, designated positions, department budgets, company coding and recording systems, telephone directories, email lists, and company facility or location information and addresses, is considered by the company to be proprietary company information to be used for internal purposes only. The company retains the right to communicate and distribute such information to conduct business operations.

If an employee becomes aware of a breach in maintaining the confidentiality of any personal information, the employee should report the incident to Port Manager. As appropriate, the Port Manager will investigate the incident and take corrective action. Please understand that the reasonableness of actions taken in these circumstances will be taken into consideration. Examples of the release of personal employee information that will not be considered a breach include, without limitation, the following:

- release of partial employee birth dates *i.e.*, day and month, which is not considered confidential and will be shared with supervisors/managers who elect to recognize employees on such dates;
- personal telephone numbers or email addresses may be distributed to supervisors/managers in order to facilitate company work schedules or business operations;
- employee-identifier information used in salary or budget planning, review processes, and for timekeeping purposes will be shared with supervisors/managers;
- employees' company anniversary dates will be distributed to appropriate supervisors/managers periodically;

- employee and dependent information may be distributed in accordance with open enrollment processes, for periodic benefit plan changes, or for benefit statement updates; and
- release of any information required or authorized by law.

Should a security breach occur, appropriate notifications will be provided as soon as possible.

WORKPLACE RULES

The Port of Brookings Harbor believes policies and procedures are essential for the orderly operation of our business and for the protection and fair treatment of all employees. As a result, we have clearly identified performance expectations so that each employee behaves according to our workplace standards. Courtesy and common sense should always prevail. Generally, conduct that may be disruptive, unproductive, unethical, or illegal will not be tolerated. The following work rules are not all-inclusive but serve as guidelines to demonstrate the work behaviors considered important to the Port of Brookings Harbor.

1. You are expected to be at work on time, to stay until your workday ends, and to do the work assigned or requested of you. If you are unable to be at work on time, you are expected to contact your immediate supervisor promptly.
2. You are expected to regard your workplace with respect and attention. The Port of Brookings Harbor records, equipment, and property are to be treated carefully and appropriately. You are responsible for those items in your custody and will be held accountable for their maintenance, appropriate use, and accuracy.
3. You are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by the Port of Brookings Harbor or by outside regulatory bodies.
4. You are expected to conduct yourself in a professional manner, exhibiting a high regard for our customers, vendors, business associates, and for coworkers. No breach of professional behavior (abusive language, harassment, personal business during work time, *etc.*) will be condoned. This also applies to alcohol consumption when representing the Port of Brookings Harbor in a business or social capacity.
5. You are expected to maintain the confidentiality of organization information or customer information in your possession (*i.e.*, personnel information, trade secrets, *etc.*) in accordance with the terms of the Port of Brookings Harbor's confidentiality policy.
6. You are expected to wear clothing that is neat in appearance and consistent with a professional atmosphere, keeping in mind the impression it has on customers, visitors, and other employees as well as the need to promote organization and employee safety. Good individual judgment is the best guideline, but management retains the right to decide what dress is appropriate.

7. You are expected to avoid engaging in any of the following conduct: falsifying records, engaging in fraud, removing employer property from the premises without authorization, stealing or attempting to steal employer or employee property, being habitually tardy or absent, engaging in poor timekeeping, fighting on employer property at any time, being under the influence of illegal drugs on employer property at any time, being insubordinate, using or abusing employer time, property, materials, or equipment without authorization, gambling on employer premises at any time, sleeping on the job, using offensive or profane language on company premises, bringing dangerous or unauthorized weapons onto employer premises, engaging in criminal activity, violating or abusing employer policies, neglecting job duties, or bringing the organization into serious disrepute.

This information regarding our behavioral expectations should help guide employee actions. You are urged to use reasonable judgment and to seek advice in doubtful or unclear situations. It is our policy to resolve conduct and performance problems in the most informal and positive manner possible; however, conduct that falls outside of the above guidelines may result in corrective action, up to and including termination. This policy is not intended to restrict communications or actions protected or required by state or federal law.

We also believe that all of our employees should have an opportunity to be heard in matters involving discipline; therefore, we have adopted a formal dispute resolution procedure, which can be found on page 13 of this Handbook.

WHISTLEBLOWER PROTECTIONS

The Port of Brookings Harbor encourages any employee with knowledge of an illegal or dishonest activity to report it to the Port Manager or designee. All such issues will be promptly investigated with the intent to determine fault and institute any appropriate corrective measures. Examples of illegal or dishonest activities are violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting. Any employee wishing for more information can obtain further details from Port Manager.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee should immediately contact a direct supervisor or the Port Manager. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to corrective action, up to and including termination.

Whistleblower protections are provided to maintain confidentiality and to prevent retaliation. Although someone's identity may be disclosed to conduct a thorough investigation, to comply with the law, or to respond to complaints and reports, the privacy of the individual making the report will be protected to the extent possible. The Port of Brookings Harbor will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments as well as threats of physical harm. If you believe you have been retaliated against in violation of this policy, you must report it to the Port Manager, the Director of Finance

and Accounting, or another management representative. As appropriate, the Port of Brookings Harbor will investigate such reports and issue corrective action.

DRESS CODE

Employees contribute to the atmosphere and reputation of the Port of Brookings Harbor in the way they present themselves. A professional appearance is essential to a favorable impression with customers and coworkers. Good grooming and appropriate dress reflect employee pride and inspire confidence.

Managers have the discretion to determine appropriateness in appearance. Employees who do not meet a professional standard may be sent home to change and may not be paid for that time off. A basic essential of appropriate dress includes the need for clothing to be neat and clean. A reasonable standard of dress rules out overly-revealing clothing, tank tops, halter-tops, or any extreme in dress, accessory, fragrance, or hairstyle.

Additionally, clothing, jewelry, and hair should not be worn in such a way that creates any kind of safety hazard.

Body piercing jewelry and body art that does not convey a professional image should not be visible.

Management may make exceptions to the dress code for special occasions. An employee unsure of what is appropriate should check with the designated manager or supervisor.

Some departments may require specific guidelines. People who need to leave work to change clothes for meetings must utilize personal time or vacation time. If you are meeting clients, business dress is always appropriate. These policies may be changed as fashion trends in clothing for the business world change.

COMMUNICATION AND SOFTWARE SYSTEMS

Electronic Communications Systems

The Port of Brookings Harbor provides electronic communication systems to maintain superior communications both within the organization and with customers and vendors. You are encouraged to learn about these tools and how to use them. This policy provides directions for you regarding access and disclosure of information when using these communication systems. All employees and others outside the organization who may use the systems are expected to be aware of and comply with this policy. For further reference consult the IT security policy adopted June 2021. This policy governs all IT resources and communications systems owned by or available at the Port of Brookings Harbor, and all use of such resources and systems when accessed using an employee's own resources.

Our electronic communication systems include computers, software, electronic mail (email), copiers, fax machines, telephones, cell phones, voicemail, messengers, and various online services. All of these systems are operated and managed based upon this policy.

These systems and any other informational, storage, or retrieval services that the organization provides are organization tools and are to be used for business purposes only during business hours. Use of company systems during business hours for other than work-related purposes should be minimal and must not impact business operations.

All contents of the Port of Brookings Harbor's IT resources and communications systems are the property of the company. Therefore, employees should have no expectation of privacy whatsoever in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on the company's electronic information and communications systems.

You are expressly advised that to prevent against misuse, **the Port of Brookings Harbor reserves the right to monitor, intercept, and review, without further notice, every employee's activities using the company's IT resources and communications systems, including but not limited to email (both outgoing and incoming), telephone conversations and voicemail recordings, instant messages, and internet and social media postings and activities, and you consent to such monitoring by your use of such resources and systems.** Do not use the company's IT resources and communications systems for any matter that you desire to be kept private or confidential from the company. Messages sent with or through the organization's IT resources and communications systems are the property of the organization.

Subject to the terms of the organization's confidentiality policy, you must not permit any proprietary or confidential information of the Port of Brookings Harbor to enter the public domain through electronic transmissions. Examples of the organization's proprietary and confidential information are provided in the confidentiality policy. Also, these systems shall not be used to receive or distribute copyrighted materials, trade secrets, proprietary information, or similar materials from/to outside the organization without prior authorization.

Any messages or communications used through this system are subject to our anti-harassment, anti-discrimination, and non-solicitation policies. You are expected to carefully compose and review the wording, tone, and content of your communications before transmission.

You should check with your supervisor if you have any question about the proper use of communication or software systems. All system users who discover violations of this policy are expected to notify their supervisors or managers immediately. Improper use or violation of this policy may result in corrective action, up to and including termination.

Electronic Mail System

You are reminded to be courteous to other users of the email system and to always conduct yourself in a professional manner. Email messages are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. You should write email communications with no less care, judgment, and responsibility than you would use for letters or internal memoranda written on organizational letterhead.

You should know that even when a message is erased through email, it is still possible to retrieve and read that message. Even though the organization reserves the right to retrieve and read any email messages, those messages are to be treated as confidential by other employees and accessed only by the intended recipient. We expect employees to respect others' privacy and not retrieve or read electronic messages for which they are not the intended recipient unless authorized. The use of passwords for security does not guarantee confidentiality; all passwords to company systems must be disclosed to the organization's Port Manager.

Organization-owned Personal Computers

To protect the integrity of our systems, all software used on our computers must be registered with the Port Manager. Personal or downloaded software may only be installed after written authorization from that individual. A virus check of all such software must be made immediately before it is installed on any organization computer. A virus check must also be conducted on any electronic devices originating from or used on any computer outside of the organization prior to its use with an organization-owned computer. The copy or transfer of organization-owned software may occur only with the written authorization of Port Manager.

Device Security

All staff that are issued laptops and other computer-related equipment will be given a copy of the Port of Brookings Harbor's computer-related equipment guidelines. These guidelines include security precautions and procedures as recommended by the Port of Brookings Harbor.

Laptops and other company-provided equipment, including smart phones, tablets, and any similar device, should be secured by two anti-theft devices to minimize the risk of theft. For example, a computer camera stored in a locked cabinet within a locked office; a laptop locked in a safe in a locked motel room; a laptop secured in a locked drawer within a locked residence. If an employee does not secure company-provided equipment with two anti-theft devices and the equipment is stolen, management retains full discretion allowed under applicable law to decline to replace the equipment. Violations of this policy may also result in corrective action, up to and including termination.

Mobile Devices

If you are connected to the organization's server, understand that making this connection via a mobile device may compromise the privacy of certain sensitive information. Confidential electronic information, including personally identifiable information, must be protected to prevent it from being exposed if the device on which the information was accessed is lost or stolen. In order to protect this information, the organization retains the right to delete data and applications from any device that contains the organization's information. **This right to delete such information may be exercised remotely or onsite if the organization determines such action is warranted to protect confidential, sensitive, or proprietary information. Please understand that in downloading any such information to a personal mobile device, you are consenting to the organization's ability to delete this information at any time.** This policy covers mobile devices such as smart phones, tablets, laptops, and any similar devices. Please ensure that you regularly sync any personal data (e.g., applications, information, photos) to another device/computer for safekeeping, as the wipe command does not differentiate between business and personal information.

Mobile devices should be set to lock after every two (2) minutes for security reasons. A PIN-based lockout is required, and the PIN for company-owned devices must be given to the IT department. Employees are not permitted to use, maintain, or access personal social media accounts on such devices.

Any loss or theft of a device or equipment that was provided by the company, or that contains company information, must be immediately reported to Port Manager.

Use of Internet, Virtual Private Network, and Commercial Online Systems

Although the Port of Brookings Harbor recognizes that the Internet may have useful applications to our business, you may not engage in Internet use without prior written approval from the Port of Brookings Harbor and unless a specific business purpose requires such use. Absent such approval, you may not access the Internet using our computer systems at any time or for any reason.

Also, management approval is required before anyone can post any work-related information, or any information while on duty, on commercial online systems, the VPN, or the Internet. Any material not owned by the Port of Brookings Harbor that will be posted must have received all proper copyright and trademark permissions from its originators prior to approval. For newly generated material, an employee should obtain copyright and trademark designations, as appropriate, prior to posting any content; the posted content should include copyright and trademark notices. Absent prior approval to act as our official representative from the Port of Brookings Harbor, you must include the following disclaimer with any information you post: "Views expressed by the author do not necessarily represent those of the Port of Brookings Harbor."

Notwithstanding the above, the Port of Brookings Harbor will not construe or apply this policy in a manner that improperly prevents team members from communicating with each other about wages, hours, or other terms and conditions of employment.

Social Media and Networking

Social networking websites and online communities, such as Twitter, LinkedIn, Facebook, Instagram, TikTok, and Flickr are increasingly used and can be accessed by individuals not only from computer systems, but also from smart phones. These tools have value because they can be used to market the Port of Brookings Harbor products and share information; employees may also use these systems as a quick communication and networking tool to complete projects. It is not the intent of this policy to unduly limit employees' access to these conduits, however, guidelines and expectations surrounding their use are necessary.

Only employees who have been authorized to post on social media sites on the Port of Brookings Harbor's behalf may use social media as part of their official duties. The Port of Brookings Harbor's confidentiality policy applies to the use of social media sites by employees while at work or otherwise using the organization's technology.

- Employees should understand and abide by all relevant company policies, such as the confidentiality policy and the policy against discrimination, harassment, and retaliation, and ensure that their personal social media activities and postings are consistent with these policies.

- Employees must not post confidential information about the Port of Brookings Harbor, its affiliates, employees, customers, or vendors and must adhere to all confidentiality requirements listed in the confidentiality policy and set forth under local, state and federal law.
- Employees should refrain from using social media while on work time or on company equipment, unless it is work-related, as authorized by their supervisor.
- Employees may not use company email addresses to register on social networks, blogs or other online tools utilized for personal use.
- Employees should never use or reference their formal position when writing in an unofficial capacity.

When any employee is using organization-provided computers or cell phones or is representing the organization via social networking activity, that individual is expected to represent the organization in a professional and positive light. The Port of Brookings Harbor wishes to use social networking exclusively to its advantage, preventing and minimizing any negative outcomes. This includes ensuring that all employees will be free from harassment and unprofessional behavior when utilizing or consuming social media; therefore, employees authorized to use it must abide by all applicable laws (including copyright) and ethical considerations.

Business Use

Employees may use social networking websites to conduct organizational business, as long as such use is authorized and complies with the organization's policies. Company logos or other organizational information must conform to pre-approved marketing concepts and standards. We do not endorse making business references on behalf of others on sites such as LinkedIn.

In the case that a social media account is set up for business purposes, the organization has the right to review, edit, and delete content associated with the account. The organization will have access to information associated with the account such as the username and password, and any content associated with the account will be considered the property of the organization. If an employee separates from the Port of Brookings Harbor, the organization has the right to assume control of this account.

Monitoring

While the organization does not routinely monitor social networking sites, other employers, organizations, and individuals do monitor and share information found on social networking websites. Again, posted information is public information.

Protection

Social networking sites collect profile information for advertising opportunities and criminal reasons. Phishing (email messages asking for username and passwords, etc.) and spamming are two downsides. Never click on links asking for personal or confidential information. Heed security warnings and pop-ups. Use of these sites may mean more SPAM sent to your email account. If possible, disable the ability of others to post HTML comments to your home page. When accessing these sites, use caution when you see a posting or link that looks suspicious;

when in doubt, delete it. Viruses and spyware may damage the organization's operating system, compromise data, or expose your privacy and that of others you communicate with via email and social media sites.

Be aware that others may piece together personal information for identity theft purposes. Be prudent in making comments or posts that reveal your or others' travel plans or divulge other safety-sensitive or private information.

Prohibited Conduct

Behavior and judgment in an electronic environment should mimic behavior in a physical setting. Employees are expressly prohibited from posting content that is malicious, abusive, threatening, intimidating, coercing, profane, disruptive, discriminatory, or harassing. Defamatory statements are prohibited and employees should be aware they are personally responsible for the legal consequences of such statements.

Nothing in this policy should be interpreted as limiting an employee's right to engage in legally-protected speech or other activity. Failure to adhere to these standards and to use appropriate protocols may lead to corrective action, up to and including termination.

Telephone Usage

The Port of Brookings Harbor realizes that employees must occasionally make and receive personal telephone calls at work. Such calls must be kept to a minimum and should impact your work as little as possible. Unauthorized use of the telephone, including charging long distance calls to the organization, may result in corrective action, up to and including termination.

Voicemail System

The voicemail system at the Port of Brookings Harbor is the property of the organization and is provided for use in conducting company business. All communications and information transmitted by, received from, or stored in this system are organization records and property of the Port of Brookings Harbor. The voicemail system is to be used for business only; use of the system for personal purposes is prohibited. You are not authorized to retrieve or listen to any voicemail messages that are not sent to you. Any exception to this policy must be provided in the form of prior written approval from your supervisor.

Cell Phones

Where job or business needs necessitate immediate access to an employee, the organization may provide/require a business cell phone for work-related communications. This phone is provided for business use only. Business cell phones are not to be used for purposes not related to work. Keep in mind that cell phone internet usage, phone records, voicemail, and text messages are not private and may be accessed. If an organization-provided phone is used for personal business, any phone charges incurred by an employee related to the personal usage will be the sole responsibility of the employee.

Personal calls during the workday using personal cell phones can be distracting to others and can interfere with employee productivity. Use of a personal phone for any reason should therefore be limited to breaks and lunches.

Any use of a cell phone while driving may present an unsafe condition for the driver, other employees, and the general public. The organization prohibits the use of cell phones while

driving, except when hands-free accessories are used and all applicable laws are followed. In cases where a cell phone call is necessary, employees must adhere to all federal, state, and local rules and regulations regarding such to help ensure the safe operation of both organization-owned and private vehicles. If an employee is using a cell phone while driving and has an accident, any costs, fees, and fines shall be solely the responsibility of the employee.

IT Security Policy

The Port of Brookings Harbor adopted the IT security policy in June 2021. You are urged to consult this reference in addition to the above policy.

PERFORMANCE MANAGEMENT AND REVIEW

To establish a meaningful performance evaluation system upon which the Port of Brookings Harbor can continuously monitor the effectiveness of organizational operations and employee performance, all employees will receive regularly scheduled formal performance evaluations (at least annually).

The objectives of our performance management and formal appraisal process are to:

- ensure that employees know their individual performance against established performance standards;
- determine how well the organization is doing in assisting employees with work performance and meeting goals;
- ensure communication and two-way feedback;
- provide a consistent, objective, and fair method of making compensation decisions;
- provide a tool for career planning; and
- provide a permanent record of employee performance and organizational contributions.

Managers and supervisory personnel are accountable for providing employee development actions designed to improve and enhance employee performance such as:

- reasonable employee training;
- assigning, directing, controlling, and reviewing employee work;
- assisting employees in correcting deficiencies; and
- objectively evaluating employee performance during the evaluation period.

Our performance appraisal program is intended to be participatory and equally involves both your input and your supervisor's. This allows you to contribute to the growth and improvement of the organization. You are encouraged to:

- inquire about your performance periodically;
- accept additional responsibilities and show initiative;
- review opportunities for advancement within the organization;
- ask for assistance in developing a goal-oriented path for advancement within the department or organization; and
- learn about training available to assist you in improving your skills or qualify you for a promotion or lateral transfer.

Performance evaluations serve as one factor in decisions related to employment such as training, merit pay increases, job assignments, employee development, promotions, and retention. Evaluations identify specific performance levels as compared to established standards, acknowledge the merit of outstanding performance, and prescribe the means and methods of improving performance deficiencies.

CORRECTIVE ACTION

Everyone benefits when we work together and conduct ourselves in a manner that reflects the best interests of both the organization and its employees. It is the philosophy of the Port of Brookings Harbor to address performance deficiencies and address violations of policies and work rules in order to correct situations and avoid repetition.

You will be informed if corrective action is necessary as soon as possible after any performance or conduct problem has been identified. Your manager or supervisor will discuss the situation with you, explaining this policy and the necessity of corrective action to avoid additional disciplinary actions.

Although one or more corrective action measures may be taken in connection with a particular performance problem, no formal order will be followed. Corrective action may include any of a variety of actions depending on the circumstances and severity of the particular situation.

Corrective actions taken at the discretion of management may include **any** of the following:

- verbal counseling with you, which will be confirmed in writing by your supervisor and placed in your personnel file;
- written warning, which will be placed in your personnel file;
- suspension, which will be confirmed in writing for your personnel file. Suspension is normally used to remove an employee from the organization's premises during an investigation or as a disciplinary action. A suspension may be paid or unpaid. If you are suspended, it will be documented in your personnel file;
- demotion, which will be documented in your personnel file; or

- termination, which will be documented in your personnel file.

The corrective action process will not always commence with verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, may warrant more severe action, including termination of employment, on the first or a subsequent offense. Consideration will be given to the seriousness of the offense, any change in behavior, and the circumstances surrounding the offense.

Counseling, verbal warnings, and written warnings may be undertaken by a supervisor without prior approval from the Port Manager. However, the Port Manager must be informed by the supervisor of any such actions taken. Suspension with or without pay, demotion, and discharge require prior approval from the Port Manager before the action is taken.

COMPENSATION

PAY ADMINISTRATION

The Port of Brookings Harbor values high quality work from its employees and is committed to compensating employees for their efforts and results. It is our intent to provide a competitive compensation package that will attract, retain, and motivate employees. It is also our intent that policies and pay practices be administered consistently throughout the organization to ensure internal equity is achieved.

Your pay as a new employee is established based on the pay level of current employees performing work of comparable character and based upon bona fide factors related to the position in question, which may include previous experience, education, a seniority system, a merit system, a system that measures earnings by quantity or quality of production (including piece-rate work), workplace location, travel (if regular and necessary for the employee), and training. This policy will be administered and interpreted in accordance with applicable federal and state laws and regulations.

Pay Increases

It is the Port of Brookings Harbor 's policy to reward you with increases in pay for dedication in your work, extra effort, and contributory performance. Management does not award increases on an automatic basis. Recommended increases are not effective until approved by both the next level of management and Port Manager.

Because information about your rate of pay and any increases is sensitive and personal, we ask that you exercise discretion and care regarding the discussion of these matters.

PAY PRACTICES

Paydays

Pay periods cover two weeks, beginning on Monday and ending Sunday of the following week. You will be paid every two weeks, generally on Friday, for the pay period that ends on the previous Sunday. The Port of Brookings Harbor's workweek begins on Monday at 12:00 a.m. and ends on Sunday at 11:59 p.m. If a particular payday falls on a banking or organizational holiday, employees normally will be paid on the last business day before the holiday. If you do not receive your direct deposit or paycheck, notify the Port Manager or Director of Finance and Accounting immediately. Employees should review their paychecks and the wage statements for errors. If you find a possible error, report it to the Port Manager or Director of Finance and Accounting immediately.

Payroll Deductions

Certain mandatory and elective deductions that are made from employee pay are noted on the paycheck stub. The only deductions made are those mandated by law or authorized by you in writing.

Pay Advances

Pay advances are not provided by the organization. Employees are encouraged to find other appropriate resources for any financial difficulties.

Delivery of Paychecks

Your paycheck will be hand-delivered to you each payday or put in your designated in-box, unless you elect direct deposit; paychecks will not be delivered to anyone else without your written request.

Method of Payment

A statement showing gross earnings, deductions, and net salary will accompany each paycheck (or notice of direct deposit). Employees have the choice between direct deposit and payment by check. A pay statement will be provided regardless of whether the employee is paid by check or direct deposit.

Employee Withholding Allowance Certificates (Form W-4)

You are required to furnish the organization with an Employee Withholding Exemption Certificate (W-4) at the time of hire. You may file a new W-4 form any time. When you submit an updated Form W-4, the organization will implement the desired changes by the start of the first payroll period ending on or after the 30th day from the submission date. We encourage employees to seek independent tax advice if they have questions about withholding amounts.

Time Records for Non-Exempt Employees

The time sheet is a record of time worked. It provides a record of time spent on the job, indicating the exact time you worked. Each non-exempt employee will be issued an ADP badge number. This number is specific to you and should be used to record your time. Employees should record on a daily basis all actual time worked, including the starting and stopping times of each workday, and all time away from work, including the starting and stopping times of unpaid meal periods leave, vacation days, and company holidays. Nonexempt employees are required to record all hours worked, including any hours worked outside of their normal schedule. Non-exempt employee pay is calculated from this record.

Time sheets should be reviewed carefully for completeness and accuracy as they will be used to calculate pay. Supervisors will review and initial time sheets each pay period. If an error needs to be corrected, the time sheet should be taken to the Port Manager or Director of Finance and Accounting for appropriate action. All manual entries or corrections must be made, reviewed, and initialed by the supervisor or other appropriate management member. Time sheets should be reviewed, signed, and turned in at the end of the pay period. Your signature on the time sheet each pay period verifies that the times and dates are true and accurate to the best of your knowledge. You should never allow someone else to make entries on your time sheet. Willfully falsifying a time sheet will be grounds for corrective action, up to and including termination.

Falsifying time entries, including by working off the clock, is strictly prohibited. If you falsify your time entries or work off the clock, you will be subject to discipline, up to and including termination. Supervisors and managers are prohibited from falsifying your time entries or requiring or encouraging you to falsify your time entries or work off the clock. You should immediately report to the Port Manager, the Director of Finance and Accounting, or any other management representative with whom you feel comfortable speaking, any supervisor or manager who falsifies your time entries or encourages or requires you to falsify your time entries or to work off the clock.

Time Records for Exempt Employees

Employees classified as exempt do not fill out time sheets and no deduction of pay will be made for hours worked fewer than eight hours per day, unless authorized by law. However, because the Port of Brookings Harbor does have vacation and sick leave benefits programs, if you have earned time in these bank(s), you must use this time first (from whichever benefit applies) to cover any time off that is less than your normal workday, as permitted by law. Salary will not be reduced for absences of less than a full day, except as permitted by law, if the employee has no available accrued leave. Employees are not required to use accrued leave for absences occasioned by jury service. The Port of Brookings Harbor prohibits deductions from an exempt salaried employee's pay except as required or permitted by applicable law.

Dispute Resolution Process for Paycheck Errors

If you have any questions regarding your pay or feel a manager or supervisor has made a change to your pay that you do not believe is accurate, please contact the Port Manager, the Director of Finance and Accounting, or any other management representative with whom you feel comfortable speaking.

Final Paycheck

While we request that you give us at least 10 working days' advance notice prior to departure when resigning or retiring from the organization, if you provide us with at least 48 hours' notice (excluding holidays and weekends) you will receive your final paycheck on the last day worked. If less notice is given, the final paycheck will be provided within five days (excluding weekends and holidays) after your last day of employment, or on our next regularly scheduled payday, whichever occurs first. Final paychecks will include all wages earned and unpaid through the last workday, plus payment for any accrued and vested benefits that are due and payable at separation.

HOURS OF WORK AND WORK SCHEDULES

Organization Hours

The general Port Office, RV Park Office, and Port Shop hours at the Port of Brookings Harbor are 8:00 a.m. to 5:00 p.m., Monday through Friday.

Specific workday and workweek schedules for each employee will be determined from time-to-time by the appropriate manager, based on the organization's needs. We will attempt to notify you of any changes in workdays or workweek schedules two weeks prior to the effective date of change. Management reserves the right to modify schedules consistent with the needs of the organization.

The normal workday is 8 hours. The total hours in a normal workweek are 40, Monday through Sunday. If you are a non-exempt employee, you must not begin work before your scheduled starting time or continue working beyond the scheduled stopping time without explicit advance approval from your supervisor.

Overtime

You may occasionally be required to work overtime. Overtime hours will be paid to non-exempt employees at one and one-half times the regular rate of pay for all hours worked in excess of

40 in a regular workweek, or as otherwise required by law. Overtime pay is based on hours actually worked. For example, hours attributable to paid time off will not be considered when computing overtime. Your department supervisor must approve any overtime hours in advance or else you may face corrective action, up to and including termination.

If you believe that you have not been compensated for all hours worked, including overtime pay you believe you are owed, you must immediately report your concerns to the Port Manager, the Director of Finance and Accounting, or any other management representative with whom you feel comfortable speaking. Supervisors and managers are prohibited from requiring or encouraging nonexempt employees to underreport any overtime hours worked. You are obligated to immediately report to the Port Manager, the Director of Finance and Accounting, or any other management representative with whom you feel comfortable speaking, any supervisor or manager who requires or encourages you to under-report your hours worked.

Meal and Rest Periods

Meal and rest periods will be provided for you according to any applicable state laws and regulations. Supervisors will review these and establish schedules.

All non-exempt employees are required to take the following breaks in a normal workday:

- Two 10-minute rest breaks. Employees must take one paid 10-minute rest period (up to 15 minutes permitted) for each 4-hour work segment (e.g., each morning and each afternoon shift). Rest breaks are to be taken as near as possible to the midpoint of each work segment. For shifts longer than 8 hours, additional breaks may be required.
- One 30-minute meal break. Employees are required to take one unpaid meal break lasting 30 minutes (up to one hour permitted) if the work period is six consecutive hours or more. The meal break is to be taken between the third and fifth hours worked.

Non-exempt employees only: Meal breaks and rest periods are intended to provide nonexempt employees an opportunity away from work. Nonexempt employees are relieved of all duties and are not permitted to perform any work during meal breaks or rest periods unless there is prior approval from a supervisor, which may be granted on the rare occasion when exceptional and unanticipated circumstances prevent the employee from taking an uninterrupted meal period. In these situations, the entire meal period will be paid time. If an employee performs any work during a meal period, the employee must record the entire period as time worked on their time report.

Employees are expected to ensure that they take their required breaks during their shift. If they are unable to do so for any reason, they must notify their supervisor by the end of the work day. Employees who fail to take their meal breaks or rest breaks as required, or who take longer meal or rest breaks than permitted, may be subject to discipline, up to and including discharge.

Lactation

The Port of Brookings Harbor promotes and supports the practice and need for employees to express breast milk on its premises during the workday.

Until their babies are older than 18 months of age, employees may take reasonable rest periods to express breast milk. Nursing breaks may be taken concurrently with regular meal and rest breaks,

although additional reasonable break time will be made available, as needed. Management and employees will work together to find mutually agreeable hours of work and breaks that support the continuation of expressing breast milk.

If an employee perceives or observes adverse treatment with respect to the expression of breast milk, a supervisor/manager should be informed immediately. Such treatment is prohibited and will not be tolerated.

The Port of Brookings Harbor will provide a clean, private space with an electrical outlet, within the office building, to express breast milk. This space may vary according to available empty rooms. Check with the Port Manager. Hand washing facilities and a refrigerator will also be available at all sites and appropriate signage for privacy will be supplied.

Employees will be responsible for the storage of the expressed milk. The milk, if stored in the refrigerator provided, must be clearly labeled with the employee's name. To ensure the safety of stored breast milk, it is recommended that the container used to store the milk be sealed in a plastic bag to prevent contamination.

Social and Recreational Activities

Participation in off-duty social or recreational activities such as organization picnics and holiday parties is entirely voluntary. Participation or nonparticipation will not affect your wages, hours, working conditions, or present or future employment opportunities.

Incident Weather and Emergency Closures

Emergencies such as severe weather, fires, power failures, earthquakes, and other natural disasters can disrupt organizational operations. In extreme cases, these circumstances may require the closing of our office.

In the event that the Port of Brookings Harbor makes the decision to close the office prior to the start of the business day, the closure will be announced via an organization-wide email from the Port Manager. A closure message will also be recorded on the Port of Brookings Harbor's general voice message line. It is the responsibility of each employee to check email and call the voice message line (or other point of contact) for an update, if there is any doubt regarding office operations.

If a decision is made to close the office after the business day has already begun, the closure message will also be announced via email (or other method).

Exempt employees will be paid for all absences (full-day or partial day) related to emergency closures.

Non-exempt employees generally will not be paid for time away from work due to office closure unless the time qualifies for sick time. Additionally, with supervisory approval, available vacation may be used. Non-exempt employees who have reported to work before the decision to close is made will be paid for time worked, or a minimum of two hours, whichever is greater.

TELEWORK OR TELECOMMUTE

The Port of Brookings Harbor generally does not allow employees to telework or telecommute. If you think you may need a reasonable accommodation, please follow the request procedure outlined in the Workplace Accommodations policy.

EMPLOYEE-INCURRED EXPENSES AND REIMBURSEMENT

The Port of Brookings Harbor will reimburse employees for all actual and reasonable business-related expenses incurred while performing job responsibilities, subject to the guidelines and procedures set forth in this policy. All such expenses must be pre-approved by the employee's supervisor before payment will be made.

Expense Reimbursement Procedure and Reports

Expense reimbursements will not be paid unless and/or until an expense report and all itemized receipts or, if lost, a note with a description of the business activity and expense are provided to the accounting department. Expense reports and all supporting documentation is due to the Port Manager within five days following the end of the month in which the expense is incurred.

The Port of Brookings Harbor will reimburse an employee for reimbursable expenses promptly following the date on which the employee submits a completed expense report that includes all required approvals and substantiating documentation, but in any event no later than December 31 of the calendar year following the calendar year in which the expense is incurred.

Mileage Reimbursement

While in the course and scope of duties on behalf of the Port of Brookings Harbor, employees, with their supervisor's approval, may use their vehicle for business purposes. While driving on behalf of the Port of Brookings Harbor, employees are required to follow all law, rules, and regulations and to drive courteously. Coverage provided by the Port of Brookings Harbor for damages to the employee's own vehicle is secondary to any other collectible coverage.

Employees using a personal vehicle for business purposes should ensure that their automobile insurance covers business travel and are encouraged to have comprehensive and collision coverage on vehicles used for the Port of Brookings Harbor business.

When you use your own vehicle for organization business and with your supervisor's approval, you will be reimbursed for organization-related business travel at the current IRS determined rate per mile. However, the Port of Brookings Harbor will not reimburse employees for expenses not necessary for business purposes, such as parking tickets, vehicle repairs and maintenance, fines for moving violations, and vehicle towing charges.

In order to receive reimbursement for mileage expenses, an expense report must be completed and signed and dated by you, initialed by your supervisor, and submitted to the Accounting Department for processing according to policy. If you have questions about expense reports and mileage allowances, please ask your supervisor or Port Manager.

Overnight Travel and Meal Expense Reimbursement

If an employee is traveling overnight on a work-related activity, the employee may expense lodging in a reasonably-priced hotel, food, beverage, and any other incidental expenses that are reasonable, necessary, and business-related. Employees seeking reimbursement for lodging expenses must submit an itemized hotel receipt or statement that indicates that full payment has been made and contains the name and location of the hotel or other lodging; the date or dates of the employee's stay; and separately-stated charges for lodging, meals, telephone, and other expenses.

Meal Reimbursement Limits

The Port of Brookings Harbor will not reimburse more than the following amounts for any meal unless approved in advance by Port Manager; these maximums are inclusive of gratuity.

Breakfast	\$15.00
Lunch	\$15.00
Dinner	\$30.00

Employees must provide receipts or other appropriate substantiating documentation for each meal taken throughout the trip.

Exceeding Meal Reimbursement Limits

The Port of Brookings Harbor recognizes that there may be certain group meal functions at locations where a conference/training is held where exceeding the meal reimbursement limits may be acceptable. Such situations should be known in advance and prior approval must be obtained from your supervisor.

Alcoholic Beverages

The Port of Brookings Harbor will not pay for alcoholic beverages and such costs should not be submitted for reimbursement.

Transportation Expense Reimbursement

Reasonable transportation costs may only be expensed upon prior approval from your supervisor. Transportation costs include such items as airfare, airport parking, hotel shuttles, automobile rental, and fuel for such rental.

Spouse/Guest Expense Reimbursement

The Port of Brookings Harbor will not pay for expenses incurred by or for an employee's spouse, guest, or significant other.

The Port of Brookings Harbor expects its employees to use good judgment and reserves the right to deny an expense if, in management's belief, it is unreasonable.

Section 409A of the Internal Revenue Code

Reimbursements under this policy are intended to comply with Code Section 409A and applicable guidance issued thereunder or an exemption from the application of Section 409A.

Accordingly, all provisions of this policy shall be construed and administered in accordance with Section 409A. The amount of reimbursements provided under this policy in any calendar year

shall not affect the amount of reimbursements provided during any other calendar year and the right to reimbursements hereunder cannot be liquidated or exchanged for any other benefit.

Notwithstanding any provision of this policy, the Port of Brookings Harbor shall not be liable to any employee for any taxes or penalties imposed under Section 409A on any reimbursements hereunder.

PAY EQUITY

The Port of Brookings Harbor strives to ensure all employees receive an equitable total compensation package based on a variety of job-related factors, including position, job performance, education, and experience. From time-to-time, employees performing work of comparable character may have different compensation levels. Any such differences will be based on one or more of the following factors: seniority, merit, quantity or quality of work, workplace location, regular and necessary travel, education, training, experience, and any combination of those factors.

Employees who believe they are not being compensated fairly are encouraged to discuss the matter with the Port Manager to obtain clarification. Employees will not be retaliated against or otherwise discriminated against for inquiring about pay equity in good faith, or because they have filed a complaint, testified, or may testify in an investigation or proceeding to enforce the Oregon pay equity requirements. If you believe you have been retaliated against or otherwise negatively impacted for any such activity, you must immediately report the matter to the Port Manager or any other management representative with whom you feel comfortable speaking.

This policy will be interpreted and applied in accordance with the Oregon Pay Equity Act and its implementing regulations that may be adopted and amended from time to time.



BENEFITS

PURPOSE AND POLICY

The Port of Brookings Harbor strives to provide the most equitable and cost-effective benefits for employees in recognition of the influence benefits have on employees' economic and personal welfare. Paid in various benefit forms on your behalf, the total cost of providing the benefit program is a significant supplement to your pay and should be viewed as additional compensation.

Policies, provisions, and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or non-exempt, unless otherwise stated in a particular benefit plan. Benefits do not apply to temporary or on-call employees.

Some benefits may accrue during your new-hire introductory period, but in most cases eligibility to use these benefits will not occur until you obtain regular employee status or meet other conditions of employment specified in this Handbook or contained in the benefit policy/plan booklets.

Benefit Pro-ration and Employee Cost Sharing

If you are a regular part-time employee, your benefits are prorated based upon the number of hours you work. Essentially, you accrue sick leave benefits at a lower rate than a full-time employee because your accrual rate is based on fewer hours.

Discretionary employee benefits not mandated by state or federal law are selected and controlled by the Port of Brookings Harbor. Decisions to provide these benefits are based on such considerations as cost, composition of our workforce, operational efficiency, and desirability of benefit provisions. When costs of discretionary insurance benefit plans exceed the organization's interest in or ability to pay the full premium, we will require you to share in the cost of your coverage.

Benefit Design and Modification

The Port of Brookings Harbor has the right and the sole and exclusive discretion to design plan provisions and to add, eliminate, or otherwise modify the benefits and their respective plan documents. Such addition, elimination, or modification may occur at any time with or without notice, subject to applicable law. Consider that changes to benefits may occur at the Port of Brookings Harbor's discretion prior to making a decision based on current benefit offerings.

Benefit Plan Documents

You'll receive summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of any conflict between these documents or this Handbook and the actual terms of the applicable plan document, the terms of the applicable plan documents will govern. These official documents are available from the Director of Finance and Accounting for your review. We ask that you refer any questions about this information to the Director of Finance and Accounting.

Individual benefits may be modified, become more expensive, or may even be eliminated in the future because of cost increases or as a result of changes in our business situation or economic conditions. We encourage you to be thoughtful about relying solely on these benefits, given that they are subject to change. Upon separation from employment, employees may be eligible for the continuation of benefits consistent with state and federal law. Any benefits described in this Handbook apply only so long as the Handbook is current; employees do not have vested rights.

HEALTH INSURANCE BENEFIT

The Port of Brookings Harbor currently provides health insurance coverage for all employees and their dependents if they are otherwise eligible to participate in the plan. You will be provided with information about the plan at the time you become eligible to participate. You are asked to review the summary plan description for answers to questions you may have. Any need for further information should be referred to the Director of Finance and Accounting.

Eligibility

This benefit is provided for all regular full-time employees. If otherwise eligible, you may begin to participate in the plan after you have completed 60 days of continuous employment. Insurance plan coverage begins on the first day of the month following completion of 60 days of employment. Part-time, temporary, and on-call employees are generally not eligible to participate in the health insurance plan.

Plan Enrollment

Once you are eligible, you may complete enrollment forms available through the Director of Finance and Accounting. If you don't want to enroll at the time of eligibility and later decide to request enrollment, you will only be allowed to enroll if you can demonstrate that a qualifying event has occurred which qualifies you for a special enrollment period.

The organization pays the full monthly premium for enrolled employees.

Coverage for dependents of employees is also available; however, you are responsible for the full cost of the monthly premium associated with this coverage. See Director of Finance and Accounting for information.

An eligible employee who chooses not to enroll in the insurance plan is not entitled to any other form of compensation in lieu of coverage and is required to sign a written waiver of participation.

Medical information is covered by HIPAA regulations. The Port of Brookings Harbor realizes the responsibility we have to treat your private health information with great care and discretion. We have implemented safeguards to protect this information.

Premium Cost

Specific types of coverage and benefit payment schedules are described in the organization's health care plan booklet that is available to all eligible employees. At the time of eligibility and during open enrollment each year, you will be informed of how much the organization will

contribute toward your monthly premiums if you are eligible to participate in the plan. Premium rates are established by the insurance carrier and are subject to change, usually based on increased costs to provide medical services and the amount of services our employees require.

Any premium co-payment and dependent coverage you are required to pay is funded through a monthly payroll deduction. The Port of Brookings Harbor determines the payroll deduction schedule.

Termination of Coverage

In the event that you or your dependents lose eligibility to participate in the health plan, you may have the option of extending your health plan coverage for a period of time under the continuation coverage provided for by state law. Eligibility can be lost if certain “qualifying events” occur that would otherwise cause your or a dependent’s group health coverage to terminate. Examples of qualifying events include termination of employment, a reduction in hours, death of the covered employee, divorce, entitlement to benefits under Medicare, and a qualified beneficiary losing dependent child status.

You, your spouse, and dependents may continue group health insurance for up to nine months at your own expense if you were enrolled in the plan for at least three months. However, continuation does not occur automatically. You must elect coverage within 30 days, or you and any dependent will lose the right to state continuation coverage. Payment of the premium must then occur within 30 days for coverage to continue. You and any covered dependent(s) will receive information about the provisions of the law when you first enroll in benefits and again if a qualifying event occurs.

Portability/Conversion of Health Plan

If you’ve been continuously covered under our group medical insurance policy for at least 180 days and your employment with us ends, you may be eligible to convert to an individual policy with our insurance carrier. You may request this portability coverage before, during, or at the end of the benefit extension period described above. However, you must apply for portability coverage from our insurance carrier within 60 days after your group coverage ends. Please contact the insurance carrier for more information about this coverage.

DENTAL INSURANCE BENEFIT

The Port of Brookings Harbor provides a dental insurance plan for employees.

Eligibility

Full-time employees regularly scheduled to work 30 hours or more per week are eligible for dental insurance coverage on the first day of the month after 60 days of employment. Part-time, temporary, and on-call employees are not eligible to participate in dental insurance.

Cost

At the time of eligibility and during open enrollment each year, you will be notified of how much the organization will contribute toward monthly premiums.

Employees may enroll dependents in the dental care plan, but must pay all of the premium costs associated with this coverage, which will be deducted from the employee's paycheck.

OTHER INSURANCE BENEFITS

Group Life Insurance

We provide group life insurance coverage for eligible employees. Full-time employees who are regularly scheduled to work 30 hours per week or more become eligible for this coverage on the first day of the month after 60 days of employment. The amount of insurance coverage is equal to your base annual salary with a \$50,000 maximum.

Short-Term Disability

The Port of Brookings Harbor provides a group short-term disability plan. Full-time employees who are regularly scheduled to work 30 hours or more per week become eligible for this plan on the first day of the month after 60 days of employment. The Port of Brookings Harbor pays the full premium.

Premium Only 125 Plan

The Port of Brookings Harbor provides a Premium Only 125 Plan that allows eligible employees to pay their share of elected group medical or dental coverage on a pre-tax basis. Details will be provided to employees in advance of eligibility (first day of the month after 60 days of employment).

VACATION BENEFIT

All full-time employees are eligible for vacation based on the schedule below. All accruals begin on the first day of regular employment, but employees are not eligible to use vacation time until the introductory period of 60 days has been successfully completed. The accrual is based on the first day of regular employment and continuing with the anniversary date of employment.

You will earn vacation benefits according to the following schedule:

<u>Length of Employment</u>	<u>Accrual Rate</u>
First year	.0385 hour/per hour worked
Second year	.0577 hour/per hour worked
Third and fourth year	.0769 hour/per hour worked
Fifth year and beyond	.0962 hour/per hour worked

Eligible employees who want to use vacation time should request time off as early as possible so that arrangements for coverage can be made. Requests for vacation time are to be made via ADP Employee Access or made in writing and submitted to your supervisor. However, requests may be denied if management is unable to have the employee's requested time off covered. If more than one employee in a department asks for the same time off and gives the required advance notice, length of service within the department will be considered in granting the requests. In all

cases, management retains the maximum discretion allowed by law to decide whether to grant requests for time off.

All vacation will be paid at the employee's regular rate of base pay, including applicable shift differentials.

For purposes of this policy, an employee's vacation leave years is based on the employee's date of hire anniversary. Eligible employees carry over a maximum of 100 hours of accrued and unused vacation time from one leave year to the next. An employee who has more than 100 hours of accrued and unused vacation time at the end of their leave year may exercise any of the following options:

- Carry over hours to the next leave year's vacation leave bank, not to exceed 100 hours.
- Cash out hours at 100 percent of face value.

The election of these option(s) must take place one month prior to the end of the employee's leave year. Review your vacation balance before that time. After review, inform the Director of Finance and Accounting of the option(s) you have chosen. This review of unused vacation hours is the employee's responsibility. Any unused vacation hours exceeding 100 hours at the end of the employee's year will be automatically forfeited; only 100 hours may be carried over.

Vacation accrual will be paid out at separation in accordance with this policy and any applicable law.

SICK LEAVE BENEFIT

The Port of Brookings Harbor provides paid sick leave to all employees in accordance with the Oregon paid sick leave law, which this policy is intended to comply with and will be interpreted in accordance with. For any questions about sick leave, please contact the Director of Finance and Accounting.

Sick leave may be used for any reason allowed under the Oregon paid sick leave law, including:

- An employee's absence resulting from:
 - the employee's mental or physical illness, injury, or health condition;
 - the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
 - the employee's need to obtain preventative health care.
- An absence to allow an employee:
 - to provide care for a family member with a mental or physical illness, injury, or health condition;
 - to provide care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or

- to provide care for a family member who needs preventative health care.
- For any purposes allowed under OFLA, including serious health condition leave, bereavement leave, parental leave, or sick child leave, regardless of whether the employee is eligible for OFLA leave and regardless of whether the company is a “covered employer” under OFLA.
- For any purpose allowed under Oregon’s domestic violence, harassment, sexual assault, or stalking law as described in ORS 659A.272.
- In the event of a public health emergency, including:
 - Closure of the employee's place of business, or the school or place of care of the employee's child, by order of a public official due to a public health emergency;
 - A determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others, such that the employee must provide self-care or care for the family member; or
 - The exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

The Port of Brookings Harbor does allow employees to donate sick time to other employees.

Consistent with state law, for purposes of sick leave, “family member” includes an employee’s spouse, same-gender domestic partner, or registered domestic partner; former spouse or domestic partner; custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, a parent of an employee’s same-gender domestic partner, de facto parent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood *in loco parentis* when the employee was a minor child; an employee’s grandparent or grandchild; a sibling; or a person with whom the employee is or was in a relationship of *in loco parentis*. “Family member” also includes a biological, adopted, foster child, or stepchild, or a child to whom the employee stands *in loco parentis*, is a legal guardian, or is a de facto parent, regardless of age or dependency status; of an employee, or the child of an employee’s same-gender domestic partner.

Eligibility and Accumulation

All employees are eligible to use sick leave as soon as the employee becomes eligible (60 days after hire date) based on the following:

- Full-time employees who have completed one year of employment:

Employees with one year of employment and that are regularly scheduled to work 30 or more hours a week will be assigned and made available 40 hours of sick leave benefits at the beginning of each year.

- Full-time employees employed for less than a full year:

New regular full-time employees will receive sick leave on a pro rata basis equal to the percentage of the calendar year left at date of hire.

For full-time employees employed for less than a full year, the number of hours of sick leave benefits will be assigned on pro rata basis equal to the percentage of the calendar year left at date of hire. For example, if an employee starts work on July 1, their sick leave balance will be front-loaded with one-half of the annual 40 hours of paid sick leave, or 20 sick leave hours. As soon as the employee becomes eligible (60 days after hire date), these hours will be made available for use. On the first day of the immediately subsequent year, the new employee will be assigned and made available 40 hours of sick leave benefits at the beginning of each year.

- Part-time employees:

Employees that are regularly scheduled to work less than 30 hours a week will accumulate sick leave benefits at the rate of 1 hour per 30 hours worked. As soon as the employee becomes eligible (60 days after hire date), these hours will be made available for use. Sick time may be used as it is accrued moving forward.

All sick leave time will be paid at the employee's regular rate of base pay, including applicable shift differentials.

Full-time employees that are regularly scheduled to work 30 or more hours a week may accumulate unused sick leave time until the employee has accrued a total of 720 hours' worth of sick leave benefits. If the employee's benefits reach this maximum, further accrual sick leave benefits will be suspended until the employee has reduced the balance below the limit.

Part-time employees that are regularly scheduled to work less than 30 hours a week may accumulate unused sick leave time until the employee has accrued a total of 80 hours' worth of sick leave benefits. If the employee's benefits reach this maximum, further accrual sick leave benefits will be suspended until the employee has reduced the balance below the limit.

No payment will be made for any unused or accrued sick leave hours upon separation.

Retaliation Prohibited

An employee may not be discriminated or retaliated against for lawful exercise of paid sick leave rights. Employees will not be disciplined for lawful use of paid sick leave. If an employee in good faith believes that he or she has been discriminated or retaliated against under this policy or applicable law, the employee must immediately report the matter to the Port Manager or any other management representative with whom you feel comfortable speaking. Any employee who discriminates or retaliates against another employee for his or her lawful exercise of paid sick leave rights, may be subject to disciplinary action, up to and including termination of employment.

PAID HOLIDAY BENEFIT

The Port of Brookings Harbor observes the following holidays each year and our offices are officially closed on these days:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day (Nov. 11)
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees will receive a schedule each year showing the date each of these holidays will be observed. These holidays or any additional time observed, such as Christmas Eve or New Year's Eve, will be determined each year at management's discretion.

Eligibility

Full-time employees regularly scheduled to work 30 hours or more per week will be paid for the above holidays. Part-time employees regularly scheduled to work between 20 and 30 hours will receive a prorated amount of paid time based on their regularly scheduled time. For instance, a part-time employee regularly scheduled to work 20 hours per week would receive 4 hours of holiday pay because 50 percent of a full-time schedule is worked.

VETERANS DAY HOLIDAY

Eligible employees have the option of taking Veterans Day off by requesting it as a holiday during any year it falls on a scheduled work day. This time will be paid as described in the Paid Holiday Benefit section of this Handbook.

Establishing Eligibility

Employees are eligible if they fall within specific parameters outlined by law. Generally, an individual is eligible if he or she has served on active duty for at least 178 consecutive days and received an honorable discharge, and/or received a disability rating, and/or was in a combat zone during active duty of any length. Please inquire about additional qualifying circumstances. We may request that you provide documents establishing your eligibility.

Request Procedure

You must notify your manager or supervisor of your request at least 21 calendar days prior to the holiday. Your manager or supervisor will respond to your request no less than 14 calendar days prior to the holiday.

Employer Response

Due to situations where providing time off would create a significant economic or operational disruption, or undue hardship would occur, the decision may be made not to allow anyone to take the day off or to allow the day off for only the minimum amount of employees. If a veteran does not receive time off for Veterans Day, the employee may choose, with supervisory approval, a single day off within the year after the Veterans Day on which the employee worked as a replacement for Veterans Day to honor the employee's service.

OTHER BENEFITS

Simplified Employee Pension (SEP) IRA Plan

An employee is eligible to participate in the Simplified Employee Pension IRA plan if he or she is an eligible employee under the terms of the plan.

In general, an eligible employee is an individual who meets all the following requirements:

- minimum of 21 years of age
- been employed with Port of Brookings Harbor in at least one of the last five years
- received at least \$650 in compensation from the employer during the year (in 2021 and 2022)

Contributions to the SEP-IRA are fully funded by the Port of Brookings Harbor through the designated financial institution. The Port of Brookings Harbor reserves the right to change the designated financial institution used for the SEP-IRA at any time, without notice.

Contribution limits may vary from year to year. See the Port Manager for current maximum limits.

All eligible employees receive 10 percent of their salary (subject to an annual compensation limit), funded by Port of Brookings Harbor. You will be provided more detailed information upon eligibility.

LEAVES OF ABSENCE

LEAVE OF ABSENCE POLICY

We realize that our employees may encounter situations that require a temporary short-term or extended absence from work. We offer several different types of leaves of absence for the following purposes:

Bereavement Leave Disability and Pregnancy Accommodation Leave [Non-FMLA]
Civic Duty Military Leave Leave to Donate Bone Marrow
Personal Leave Crime Victims' Leave Domestic Violence Leave
Any other leave protected by law

The type of leave requested may determine which employees are eligible and what procedure should be followed in requesting and obtaining the leave. The effect of the leave on benefit accruals, benefits, and reinstatement rights also varies according to the type of leave you are requesting. Each of these leaves is discussed on the following pages. If you have any questions about your potential eligibility for a leave or your benefits and rights while on a leave, please contact the Port Manager.

BEREAVEMENT LEAVE

You are eligible to take a Bereavement Leave in the event of the death of the following immediate family members:

- Spouse/Domestic Partner
- Biological, Adoptive, Foster, or Stepchild
- Parent/Parent-in-law
- Grandparent/Grandchild
- Sibling/Sibling-in-law
- Another Person of "In Loco Parentis" Relation
- Any other relative residing in the same house or person acting in the capacity of an immediate family member

Leave to attend the funeral of a non-immediate family member with whom you had an especially close relationship may also be granted at the discretion of management.

This leave may be taken to attend the funeral or alternative of the family member, to make arrangements necessitated by the death of a family member, or to grieve the death of a family member. The leave must be completed within 60 days after the date on which you received notice of the death of your family member.

Length of Leave

The length of leave you may be granted for bereavement is situational and may be decided based upon the unique circumstances of your need. At a minimum, you are allowed to take up to three consecutive regularly scheduled working days away from work for a bereavement leave for immediate family members. If you need additional time off for any bereavement purpose, you

may ask your supervisor's approval, or you may use earned vacation pay or apply for an unpaid personal leave of absence.

Request Procedure

You are expected to give as much notice as possible of the need for time-off so that arrangements can be made to cover your absence. You are required to at least provide oral notice within 24 hours of taking leave, but someone else can do this on your behalf, if necessary. You must provide written notice of the request for time off no later than three days after returning to work.

Pay While on Leave

You will continue to receive regular pay (based on straight-time work hours missed up to eight hours a day for up to three days, which is the maximum company-paid absence allowed for bereavement leave under this policy.

Status of Benefits

Company-paid bereavement leave won't affect your eligibility for benefits or the continuation of benefit accruals. If you are granted additional time off, the effect of the additional leave on your benefits will be determined by our personal leave policy and the applicable benefit plan.

CIVIC DUTY LEAVE

Jury or Witness Duty Leave

Employees subpoenaed to serve as witnesses or for jury duty may obtain a protected leave of absence. If we feel that your absence would cause an undue hardship to you or the organization, we may instead request, with your agreement, that jury duty be postponed. You are not required to use accrued leave for time spent in responding to a summons for jury duty. You are allowed to take leave without pay for time spent by the employee in responding to a summons for jury duty. Or you may choose to use your accrued paid vacation available for voluntary service as a witness or for court appearances you must make as part of your own legal proceedings or lawsuit.

Length of Leave

Jury or witness duty leave is available for the period of time covered by the initial subpoena or court order and any involuntary extensions.

Request Procedure

You must notify your manager or supervisor as soon as is practicable after you receive notice asking you to serve as a witness or on a jury so that arrangements can be made to cover your position. You are expected to provide us with a copy of the subpoena or notice within five days after you received it.

Pay While on Leave

You will be compensated for the difference between the civic pay received and your regular rate of pay for up to two weeks if you are a non-exempt employee; after that period, you may utilize accrued paid time off if desired. For exempt employees, any partial day or partial week worked will be paid in full; employees are required to remit any jury fees received in connection with their service.

Status of Benefits

Benefits are not affected by jury or witness duty leaves.

Voting Leave

We encourage all employees to vote and to take advantage of polling hours before or after work. However, if you are unable to vote outside of business hours, we will work to accommodate you in arranging a time for you to vote.

Request Procedure

You must notify your manager or supervisor before election day if you are unable to vote before or after work and provide a valid reason why voting during those hours is not possible.

Pay While on Leave

Time off to vote will be without pay for non-exempt employees, unless you have earned hours of vacation or personal time that you can use for that purpose.

CRIME VICTIMS' LEAVE

If you or a member of your immediate family suffers financial, social, psychological, or physical harm as a result of a personal felony you may be entitled to take protected leave from work to attend criminal proceedings.

Eligibility

You will be eligible to take crime victims' leave if you have worked an average of more than 25 hours per week for the organization for at least 180 days immediately before the leave would begin.

Length of Leave

The amount and length of leave time you may take is limited to that which does not create significant difficulty and expense (undue hardship) to the organization. If the organization must limit your leave due to undue hardship, you may notify the prosecuting attorney in the criminal proceeding, who is required to notify the court. The court will then take your work schedule into consideration when scheduling the criminal proceedings.

Request Procedure

You must provide your manager or supervisor with reasonable notice of your intention to take crime victims' leave, and provide copies of any notices of scheduled criminal proceedings that you receive from a law enforcement agency. We will treat such documentation as confidential information.

Pay While on Leave

Crime victims' leave is unpaid; however, eligible employees who take this type of leave may use any accrued paid (vacation/sick/personal) time available to them. Exempt employees working partial days or partial weeks will be paid in full for the entire day or week. Accrued paid time off may be used first.

Status of Benefits

Benefits are not affected by crime victims' leave.

DOMESTIC VIOLENCE LEAVE

An employee who is a victim of domestic violence, harassment, sexual assault, or stalking, or is the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault, or stalking, may be entitled to take unpaid protected leave from work.

Eligibility

All Port of Brookings Harbor employees are eligible to take domestic violence leave.

Reasons for Leave

Reasons for taking leave under this policy include the employee's (or the employee's minor child's or dependent's) need to:

- seek legal or law enforcement assistance or remedies including involvement in a judicial action or proceeding;
- secure medical treatment for or time off to recover from injuries;
- seek counseling from a licensed mental health professional;
- obtain services from a victim services provider; or
- relocate or to take steps to secure an existing home.

Length of Leave

The amount of leave taken will be reasonable and that which does not create a significant difficulty and expense (undue hardship) for the organization.

Request Procedure

An employee accessing this leave provision needs to provide reasonable advance notice to a manager or supervisor of the employee's intention to take leave under the policy, unless giving advance notice is not feasible. We understand that instances of violence are usually not predictable, and these requests may be made with little forewarning. We will treat any information you share as confidentially as possible.

Safety Measures

Employees who are victims of domestic violence, harassment, sexual assault, or stalking may be entitled to a "reasonable safety accommodation" that will allow the employee to more safely continue to work, unless such an accommodation would impose an undue hardship on the organization.

Pay While on Leave

Crime victims' leave is unpaid; however, eligible employees who take this type of leave may use any accrued paid (vacation/sick/personal) time available to them. Exempt employees working

partial days or partial weeks will be paid in full for the entire day or week. Accrued paid time off may be used first.

Status of Benefits

Benefits are not affected by domestic violence leave.

FAMILY AND MEDICAL LEAVE (FMLA & OFLA)

~~Due to the Port of Brookings Harbor's size (below 25 employees), the organization is not covered by the Federal Family and Medical Leave Act or the Oregon Family Leave Act. Employees are therefore not eligible for either type of leave. Notice will be provided to employees if this changes.~~

~~Oregon's Paid Family and Medical Leave Insurance ("PFMLI") program, also known as Paid Leave Oregon, ("PLO") is a mandatory statewide insurance program that provides qualifying employees with state wage replacement benefits for time off from work that is needed to give or receive care, or for purposes related to domestic violence, sexual assault, stalking, or harassment. These benefits are funded by premiums deducted from employees' wages beginning January 1, 2023 and are administered by the Oregon Employment Department ("OED"). Your premium contribution will be reflected on your paystub.~~

~~OED will provide state paid leave benefits to eligible employees for leaves from work related to qualifying events beginning on September 3, 2023. These are partial "wage replacement" benefits, with a maximum weekly benefit amount based on the individual's average wages from the previous year. Minimum and maximum amounts are based on the state average weekly wage, which will be updated every year on July 1st. Eligible employees may take up to 12 weeks of PFMLI leave per year. In some pregnancy-related situations, eligible employees may be able to take up to two more weeks, for a total of 14 weeks.~~

~~Detailed information is available at <https://paidleave.oregon.gov/Pages/default.aspx>. You can also call PLO at 833-854-0166 (toll-free) or email PLO at paidleave@oregon.gov with any questions. Below is some additional information about what you can expect, and how those benefits will work with your existing leave and benefits through the Company.~~

Eligible Employees

~~To qualify for wage replacement benefits under PFMLI, an employee must have earned at least \$1,000 in wages in Oregon in the relevant base year and contributed to PFMLI through paycheck deductions. Whether an employee qualifies for PFMLI leave, and the weekly benefit amount, will be determined by OED when an employee applies.~~

Qualifying Events

~~There are three categories of qualifying events, and each may require documentation to support the need for leave:~~

~~1. Family Leave – For an employee:~~

- ~~a. To bond with a new child within the first 12 months after birth, adoption, or foster placement. This leave may be extended by an additional two (2) weeks for the birth~~

parent where needed for pregnancy issues or childbirth recovery, for a total of 14 weeks; or

- b. To care for a family member experiencing a serious health condition.
2. Medical Leave – For an employee to care for their own serious health condition.
3. Safe Leave – As provided for in ORS 659A.272, for survivors of sexual assault, domestic violence, harassment, or stalking to obtain legal or law enforcement assistance, seek medical treatment to recover from injuries, obtain counseling or support services, to relocate or take other steps to secure the health and safety of themselves or their dependent child(ren).

A family member is defined in this program as:

- The employee's spouse or domestic partner;
- The employee's child or the child's spouse or domestic partner;
- The employee's parent or the parent's spouse or domestic partner;
- The employee's sibling or stepsibling or their spouse or domestic partner;
- The employee's grandparent or the grandparent's spouse or domestic partner;
- The employee's grandchild or grandchild's spouse or domestic partner; or
- Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

Applying for Benefits and Notice to the Company

If you are eligible and believe you have a qualifying event, you should notify Office Manager at 541-469-2218 or Port office and apply directly to the OED for benefits. If the need for leave is foreseeable, you should provide notice at least thirty (30) days prior to beginning leave. If an emergency prevents prior notice, then you must provide verbal notice within 24 hours and written notice within 3 days of starting PFMLI leave.

Continuation of Health Benefits

An eligible employee's existing health benefits will continue for the duration of the employee's PFMLI leave, as if the employee had continued in employment continuously during the period of leave.

Job Protection and Return to Work

Employees taking PFMLI will be entitled to job protection (i.e. reinstatement) if they have been employed for at least 90 calendar days. If the position held by an eligible employee when the employee's leave started no longer exists, the employee may be restored to a different position with similar job duties and the same employment benefits and pay at the Company's discretion and based on business necessity.

Interplay with Other Leaves

Employees cannot receive PFMLI wage replacement benefits at the same time that they are receiving workers' compensation or unemployment insurance benefits.

Paid Leave Oregon provides a helpful chart discussing the overlap between paid leave benefits and FMLA, OFLA, and Oregon Sick Leave: <https://paidleave.oregon.gov/Documents/Paid-Leave-OFLA-FMLA-Chart-EN.pdf>. Due to the Port of Brookings Harbor's size (below 25 employees),

the organization is not covered by the Federal Family and Medical Leave Act or the Oregon Family Leave Act. Employees are therefore not eligible for FMLA or OFLA.

Retaliation Prohibited

Retaliation for applying for or taking PFMLI leave is prohibited. Any and all concerns about potential retaliation should be reported to Office Manager at 541-469-2218.

LEAVE TO DONATE BONE MARROW

Eligibility

Employees working an average of 20 or more hours per week are eligible for this leave.

Length of Leave

An employee may take accrued paid leave to undergo a medical procedure to donate bone marrow. Such leave shall not exceed the amount of accrued leave or 40 work hours, whichever is less. In extenuating circumstances, approval to take more time off (paid or unpaid) may be granted by a supervisor or manager.

Request Procedure

You must notify your manager or supervisor as soon as is practicable after you become aware that you will be donating bone marrow. You are expected to provide a copy of the doctor's verification of the purpose and length of leave requested for bone marrow donation. If there is a medical determination that you do not qualify as a bone marrow donor, the paid leave of absence used before that determination was made will not be affected.

Status of Benefits

Benefits are not affected by this leave.

PERSONAL LEAVE OF ABSENCE

Full-time, regular employees may be granted an unpaid personal leave of absence under certain circumstances. A personal leave of absence is an approved period of time away from work for personal reasons that do not fall under the guidelines of any other leave policy. A personal leave of absence is granted at our discretion and is normally granted to protect the length of service and benefit rights of an employee whose service might otherwise be terminated.

Eligibility

You become eligible for a personal leave of absence after 12 months of service. All earned paid leave must be exhausted first. If you want to take a personal leave of absence, you must make arrangements with your supervisor.

Length of Leave

A personal leave of absence starts on the first regular workday following the last day worked. The maximum leave allowed under this policy is 60 days.

Request Procedure

A written request, using the Leave of Absence Request Form, should be submitted at least one week (five working days) before personal leave will begin, except in emergencies. Leave requests must include an expected date of return. If you do not return after three days of that date and no extension has been requested, we'll assume you have resigned.

Pay While on Leave

Personal leaves of absence are without pay.

Status of Benefits

Insurance coverage will **not** be maintained for you while on a personal leave of absence of more than 30 days; leaves longer than 30 days may require continuation of benefits through state continuation provisions or COBRA. You may continue insurance coverage by paying the full premium by the first of each month. Benefits do not accrue during this type of leave of absence, but are instead retained at the same level.

Reinstatement

The organization will attempt to reinstate individuals returning from a personal leave of absence, but no guarantees are made. While you are on a personal leave of absence, you are required to check in with your supervisor on a regular basis to inform us of your status and to notify us of any change in personal data. You may be required to present a doctor's release before being reinstated if the leave was medically-related.

UNIFORMED SERVICES LEAVE AND RE-EMPLOYMENT

Regular employees requiring a leave of absence for service in the uniformed services are provided leave and will be reemployed at the end of the leave. Policies governing this leave are designed according to, and should be interpreted consistent with, the Uniformed Services Employment and Reemployment Rights Act and applicable state regulations. The policy covers employees who enter active military duty voluntarily and extends to Reservists or National Guard members who are called to limited active duty or extended training duty, including regularly-scheduled annual training and military summer camp training. These military members, and those with previous or current military service, are protected from discrimination and harassment.

Eligibility

All employees of the organization except those hired on a brief, non-recurrent basis are eligible for leave.

Length of Leave

Given that the requirements regarding this type of leave are subject to change, the length of this leave will be administered under the current provisions of all applicable laws at the time of occurrence.

Request Procedure

You must provide oral or written notice, using the Leave of Absence Request Form, of your obligation or intention to perform service in the uniformed services, unless notice is precluded by

military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of reemployment rights.

Pay While on Leave

Military leaves are without pay unless you elect to utilize vacation benefits earned before the commencement of the leave.

Status of Benefits

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, and length of service pay increases, as may be provided by applicable statutes of the United States and the State of Oregon. For any leave extending beyond 30 days, you may maintain health care insurance benefits for up to 24 months while on leave by paying the full insurance premiums.

Reinstatement

If you are returning from a USERRA leave, you generally must report to work or request reemployment within prescribed time limits, which are based on the length of the leave as follows:

1 to 30 days: You are expected to report to work on the first regularly scheduled work day following the completion of your service and an eight-hour rest period. You will most likely be reinstated to a position you would have held had you not taken leave or to the same position you held prior to the leave.

31 to 180 days: You should submit an application for reemployment no later than 14 days after an honorable release from service unless it is impossible or unreasonable through no fault of your own. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by the Port of Brookings Harbor or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.

181 days or longer: You must apply for reemployment no later than 90 days after the completion of satisfactory service, absent extenuating circumstances. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by the Port of Brookings Harbor or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.

For service of 31 days or more, the Port of Brookings Harbor will request that you provide documentation to verify your rights to reemployment, including your separation papers.

Veterans who have suffered a service-connected injury or illness and are hospitalized or convalescing have up to two years following completion of military service to return to their jobs or apply for reemployment, depending on the length of recovery time required. If an employee is unable to comply with the reporting schedule in this policy through no fault of their own or if they are injured or recovering from an injury and need an accommodation for specific circumstances beyond their control, they should speak with the Port Manager as soon as possible to determine if they are eligible for a reasonable accommodation or additional time to apply for reemployment. Failure to file an application within the required time periods may otherwise result in a loss of the right to reemployment.

OREGON PUBLIC EMPLOYEE TEMPORARY ACTIVE DUTY LEAVE

Employees who have worked for the Port of Brookings Harbor for six months are entitled to military service leave with pay not to exceed 15 calendar days in any one training year for annual active duty for training as a member of the National Guard, National Guard Reserves, or any reserve component of the U.S. Armed Forces, or the U.S. Public Health Services.

A “training year” means the federal fiscal year (October 1 through September 30) for any unit of the National Guard or a reserve component. Such leaves are granted without loss of other leave and without impairment of other pay, rights, or benefits, provided the employee receives bona fide orders to training duty for a temporary period and provided they return to their position immediately upon expiration of the period of ordered duty as provided for under ORS 408.290.

OREGON MILITARY FAMILY LEAVE

Due to the size of the Port of Brookings Harbor (below 25 employees), the organization is not covered by the Oregon Military Family Leave Act. Employees are therefore not eligible for this leave type. Notice will be provided to employees if this eligibility changes.



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HEALTH AND SAFETY

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EMPLOYEE HEALTH AND SAFETY

The Port of Brookings Harbor is committed to providing our employees with a safe and healthful work environment. To accomplish this goal, both management and employees must make diligent efforts to promote safety within applicable laws and standards. For further reference, the Port of Brookings Harbor adopted the health and safety policy in 2019.

We develop and implement safety rules and regulations through our managers and supervisors. This process is ongoing and requires periodic safety audits. Safety audits are undertaken to determine the necessity and feasibility of providing devices or safeguards to make the workplace safe and healthful. We also educate employees about workplace hazards and the proper and safe methods to use in performing job tasks.

You are expected to give your full skill and attention to the performance of your duties, using the highest standard of care and good judgment. You are also expected to always follow safety rules and regulations, including using appropriate protective clothing, shoes, and equipment, attending all mandatory training sessions offered, and following directions of warning signs, signals, and supervisory personnel.

All job-related injuries or illnesses are to be reported to your supervisor immediately, regardless of severity. In the case of serious injury, your reporting obligation will be deferred until circumstances reasonably permit a report to be made. Failure to report an injury or illness may preclude or delay the payment of any benefits to you. No one will be retaliated against for filing a workers' compensation claim in good faith.

Safety rules may be issued or modified from time-to-time and will be effective immediately upon communication. Rules will be distributed to you and posted on the employee bulletin board.

If a workplace injury or illness occurs, you are required to:

1. take remedial first aid actions; seek emergency care if necessary;
2. report the injury or illness as soon as possible;
3. fill out the report form and workers' compensation form; and
4. review the incident with our Safety/Security & Environmental Coordinator.

Early Return to Work Program

Our Return to Work program provides guidelines for returning you to work as early as possible after you have suffered an on-the-job-injury or job-related illness. The program is not intended to be a substitute for a reasonable accommodation when an injured or ill employee also qualifies as an individual with a disability.

The Return to Work program consists of a team effort by supervisors, employees, and their treating physicians, management, and our workers' compensation insurance carrier. All team members will take an active role in returning an employee to productive work. Through this team

effort, we hope to help our employees recover and return to full employment as soon as their medical condition permits.

If you are injured on the job and your doctor determines that you are able to perform modified work, the organization will attempt to provide such a job until you are able to resume your regular duties, except where provided as an accommodation for a permanent disability. All modified work is temporary and may be offered at any location or on any shift. If you are offered a modified position that has been medically approved, failure to report at the designated time and place may affect time loss compensation.

Smoking in the Workplace

The Port of Brookings Harbor is a non-smoking facility. This includes the use of electronic cigarettes and vaping devices. Places outside the office may be designated as smoking areas; smoking is limited to these areas. Please do not smoke or vape within 10 feet of any entrance, exit, window, or air intake device. If any employee has a concern about the areas designated, that individual should speak with the appropriate supervisor.

Employee Right to Know/Hazard Communication Program

The Port of Brookings Harbor provides a Hazard Communication Program so that all employees are aware of chemical hazards in the workplace. By becoming familiar with this information you can help prevent injuries and illnesses from chemical exposure. If you have any questions regarding chemical hazards, do not delay in asking your supervisor or our Safety/Security & Environmental Coordinator.

The following safety precautions have been taken to prevent injuries and illnesses from chemical exposure:

Container Labeling

The Operation Lead or the Safety/Security & Environmental Coordinator will verify that all containers received for use will:

- be clearly labeled as to the contents with a product identifier;
- note the appropriate hazard warning with a precautionary statement, pictogram, hazard statement, and supplemental information; and
- list the manufacturer/supplier's name, address, and emergency phone number.

It is our policy that no container will be released for use until the above data is verified.

The supervisor in each section will ensure that all secondary containers have either an extra copy of the original manufacturer's label or a generic label that has identification and hazard warning blocks. For help with labeling, see the Operation Lead or the Safety/Security & Environmental Coordinator.

Safety Data Sheets (SDS)

Copies of safety data sheets for all hazardous chemicals that employees of the organization may be exposed to will be kept in the Port Office and/or Port Shop. Safety data sheets will be available to all employees in their work areas for review during each work shift. Never use a

chemical or associated machinery if its safety data sheet is not available; you should immediately contact the Operation Lead or the Safety/Security & Environmental Coordinator before using the chemical or the machine containing it.

Employee Information and Training

Before starting work, you will attend a health and safety orientation and receive information and training about the following:

- an overview of the requirements contained in the Globally Harmonized Hazard Communication System;
- chemicals present in your workplace operations;
- location and availability of our written hazard communication program;
- physical and health effects of the hazardous chemicals;
- methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area; and
- how to reduce or prevent exposure to these hazardous chemicals through the use of control/work practices and personal protective equipment.

After attending the training class, you will sign a form to verify that you attended, received our written materials, and understand our policies on hazard communication.

Prior to a new hazardous chemical being introduced into any section of this organization, each employee of that section will be given information as outlined above. The Operation Lead or the Safety/Security & Environmental Coordinator is responsible for ensuring that Safety Data Sheets (SDS) on new chemicals are available.

Substance and Alcohol

The objective of this policy is to provide a workplace and environment that are free from the effects of substance abuse. Furthermore, the Port of Brookings Harbor has a responsibility to our employees, to those who use or come into contact with our services, and to the general public to ensure safe operating and working conditions. To satisfy our drug-free workplace objective and meet these responsibilities, we have established a work environment where employees are free from the effects of drugs, alcohol, or other impairing substances. Accordingly, we have adopted this substance and alcohol policy.

The following conditions and activities are expressly prohibited on our premises or property or during work time or while representing us in any work-related fashion and will lead to corrective action, up to and including termination:

- manufacturing, selling, attempting to sell, using, distributing or possessing alcohol or other controlled or substances that impair job performance or pose a hazard when use or possession occurs (as a government employer this includes marijuana); and

- reporting for or being at work while impaired by the use of alcohol, drugs, or controlled substances.

If your doctor prescribes over the counter or pharmaceutical drugs, you are responsible for determining if you are able to maintain work performance standards, including safety. If you are not, you are to contact your immediate supervisor or Port Manager before returning work.

If you have a problem with substance or alcohol use and wish to undertake rehabilitation, you may be granted a leave of absence for this purpose. It is your responsibility to seek help before the problem adversely affects your work performance or results in a violation of this or any other policy. If you need assistance in seeking this help, you may talk to the Port Manager. No one will be discriminated against for undertaking rehabilitation.

Where we have a reasonable basis to believe that an employee is in violation of this policy, the employee will be required to submit to testing to determine presence of, use of, or involvement with alcohol or drugs. We reserve the right to determine whether reasonable basis exists.

The following definitions apply:

Reasonable suspicion is defined as an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is more likely than not under the influence of controlled substances or alcohol or has used drugs or alcohol in violation of this policy. Circumstances that can constitute a basis for determining “reasonable cause” may include, but are not limited to:

- a pattern of abnormal or erratic behavior;
- information provided by a reliable and credible source;
- direct observation of drug or alcohol use;
- presence of the physical symptoms of drug or alcohol use (*i.e.*, glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- unexplained significant deterioration in individual job performance;
- unexplained or suspicious absenteeism or tardiness;
- employee admissions regarding drug or alcohol use;
- unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activity; and
- causing or contributing to an accident that seriously damages organization property or results in an injury requiring offsite medical attention.

Controlled Substances include, but are not limited to, any substance listed in Schedules I through V of the Federal Controlled Substances Act, including marijuana that is otherwise lawful to use under Oregon or any other state’s law.

Over-the-counter drugs are defined as those that are generally available without a prescription from a medical doctor.

Prescription drugs are defined as those drugs that are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Any employee who is found to be in violation of this policy and who refuses to submit to testing, or refuses to cooperate, or attempts to subvert the testing process will be subject to corrective action, up to and including termination.

WORKPLACE VIOLENCE

Weapon-Free Workplace

To ensure that the Port of Brookings Harbor maintains a workplace safe and free of violence for all employees, the company prohibits the possession or use of dangerous weapons on company property. A work environment that is safe and comfortable enhances employee satisfaction with work as well as employee productivity.

All Port of Brookings Harbor workers are subject to this provision, including contract workers and temporary employees. A license to carry the weapon on company property does not supersede company policy. Any employee in violation of this policy will be subject to disciplinary action, up to and including termination.

Situations may occur, despite our best efforts to prevent them, that present a risk of harm to employees and others. All employees have an obligation to report any incidents that pose a risk of harm to employees or others associated with the organization or that threaten the safety, security, or financial interests of the organization. Employees should make such reports directly to the Port Manager.

All information related to the reports, including the name of the reporting employees, will be kept as confidential as possible under the circumstances. We will generally notify the reporting employee of action taken in response to the report.

“Company property” is defined as all company-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, and parking lots under the company’s ownership or control. This policy applies to company-sponsored events and all company-owned or leased vehicles and all vehicles that come onto company property.

“Dangerous weapons” include firearms, explosives, knives (other than folding pocket-knife), and other weapons, items, and materials that might be considered dangerous or that could cause harm. If you have a question whether something may be considered a dangerous weapon in violation, you must ask your supervisor prior to bringing the item onto company property. Employees are responsible for making sure that any item possessed by the employee is not prohibited.

The Port of Brookings Harbor reserves the right, at its discretion, and to the full extent allowed by law, to search at any time all company-owned or leased vehicles and property, and all

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vehicles, plus packages, containers, briefcases, purses, lockers, desks, enclosures, and persons entering its property, for the purpose of determining whether any weapon is being, or has been, brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including termination.

This policy is administered and enforced by the Port Manager. Anyone with questions or concerns should contact the Port Manager.

EMERGENCY PREPAREDNESS

The Port of Brookings Harbor may be subject to major disruptions as a result of occurrences beyond the control of the organization. All employees should exercise good judgment in responding to these events as the situation necessitates. The Port of Brookings Harbor will try to provide emergency and limited services during periods of disruptions. The Port Manager shall make the determination to close the organization, suspend activities, or make the organization available for community support.

In the event of potential or actual disruptions that may be weather-related or a result of a catastrophic event such as an earthquake, fire, explosion, or public health emergency, contact your immediate supervisor or the Port Manager.

Compensation of employees will be determined in accordance with all applicable laws and regulations when individual facilities or activities are closed as a result of emergency conditions. Employees not compensated during an emergency-related closure may be able to use available sick or vacation time.

Should a threat to company property or an employee be received, it should be reported immediately to your immediate supervisor or the Port Manager.



EMPLOYMENT SEPARATION

SEPARATION FROM EMPLOYMENT

Separation from employment with the Port of Brookings Harbor occurs when you voluntarily resign, are laid off, or are discharged by the organization.

Resignation

Employment with us is at-will, which means you are free to resign at any time, with or without cause or notice. However, in order to achieve an orderly transition, we would appreciate receiving notification of your resignation at least 10 working days before the intended date of departure. For supervisors and management-level personnel, at least 30 days' notice of a resignation is required.

Job Abandonment

To maintain a safe and productive work environment, employees are expected to be reliable in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the organization; poor attendance and excessive tardiness are disruptive. Either may lead to corrective action, up to and including termination of employment. **If an employee fails to call in or show up for work for three consecutive shifts or days, job abandonment and voluntary resignation will be assumed.**

Job Elimination; Reduction in Work Hours

Our desire is to avoid circumstances that require a reduction in hours or staff, but we also recognize that situations may arise where such reductions are necessary. Depending upon the circumstances, we may respond in a variety of ways, including offering a voluntary reduction in hours or days of work, reducing your work hours or days of work, reducing the workforce, or reducing expenses by other means. Among the factors we will consider in selecting employees for any reduced hours or reduction in force are:

- your department, location, or job;
- your job knowledge, skills, and ability to do the required work;
- your performance, attendance, and safety and corrective-action history and records;
- your possession of licenses, registrations, and certifications required by the job;
- your creativity and teamwork skills, if required for the job;
- your demonstrated willingness to go the extra mile for the organization, coworkers, and customers; and
- the efficiency of our operation.

Evaluation of these factors is at our discretion. When we conclude that all the factors are substantially equal, we will reduce the hours of or lay off the employee with the shortest term of service. An immediate supervisor/manager will personally notify employees of a layoff. After explaining the layoff procedure, you will be given a letter describing the conditions of the layoff,

such as the effects on benefits, the possibility of reemployment, procedures, and any outplacement services.

If practicable at the time of layoff or upon an employee being placed in an inactive status, we may provide limited reemployment rights for a period of eight weeks. The order of recall will be determined using the above factors. An offer of reemployment may be made orally or in writing to the last address reflected in your personnel records. It is your obligation to keep us informed of any changes to your telephone number, email address, and physical address. The offer will identify the available job and the date you are to report to work. If you are not rehired during the period specified, your reemployment rights end; if you decline reemployment or fail to report on the date specified in an offer, you generally waive any reemployment privileges.

Discharge

Our philosophy and general practice is to provide employees who have completed the initial introductory period of employment with an opportunity to correct minor performance and conduct problems before discharge is implemented.

The organization has a corrective action policy found on page 33 in this Handbook that describes action management may take, at its discretion, to correct performance deficiencies or policy violations prior to discharging employees. The decision to discharge employees is based not only on the seriousness of the current performance infraction or policy violation, but also on the individual's overall performance and conduct record and length of service.

We also believe that our employees should be given an opportunity to be heard in matters involving corrective action, including discharge, and we have provided a formal dispute resolution procedure found on page 13 of this Handbook for that purpose. You are encouraged to use this procedure to resolve any issues you may have that cannot be resolved by consulting with your supervisor.

Exit Interview

An exit interview may be arranged to give you an opportunity to share information before leaving the organization. It also allows us to solicit your opinions about our organization and any suggestions you may have for its improvement. We encourage all employees invited to participate in an exit interview when they separate from employment to do so, and we value all opinions and suggestions we receive in the process.

At the exit interview session, you will be given information regarding your benefit continuation rights and responsibilities and how you will receive your final paycheck.

Return of Organization Property

Upon separation from employment, either voluntarily or otherwise, you must return all organizational property in your possession. Such property may include credit cards, organization vehicles, keys, ID cards, pagers, tools, software, electronic devices, uniforms, this Handbook, and any other items in your possession that belong to the organization.

Employee's Notes

The Port of Brookings Harbor

HANDBOOK RECEIPT ACKNOWLEDGMENT FORM

As an employee of the Port of Brookings Harbor, I acknowledge the following:

I have been provided a copy of the Employee Handbook. I understand that the Handbook contains important information about the Port of Brookings Harbor's policies, work rules, and my benefits. I have both read and understood the information in the Handbook and to ask my supervisor and/or Port Manager for clarification of any information I do not understand.

I acknowledge the Handbook is neither a contract of employment nor a guarantee of specific treatment in any situation; that the organization has the right to change, modify, add to, substitute, eliminate, interpret, and apply, in its sole judgment, the policies, rules, and benefits described in this Handbook; and that the current Handbook supersedes all prior handbooks, policies, and understandings related to the subjects it contains.

The Port Manager is the only person authorized to make changes to the Handbook and all such changes must be in writing to be valid. Any changes to the content will be communicated to employees via official notices.

I understand that, unless stated otherwise in an employment contract, my employment relationship with the organization is "at-will" and either the organization or I can end the relationship at any time, with or without reason or notice. The Port Manager is the only person who has the authority to enter into an employment contract, which must be in writing and signed by both parties to be valid.

Lastly, I am aware that I may be given confidential information during my employment, including customer lists, proprietary organization plans, and other information. **I understand this information is critical to the success of the Port of Brookings Harbor and I agree not to disseminate or use it outside of the organization, even in the event of my separation, either voluntary or involuntary.**

Non-exempt employees only: I understand that I am required to take a rest break of 10 minutes (up to 15 minutes permitted) for each four-hour work segment (e.g., each morning and each afternoon shift) that I work and that such breaks are to be taken as near as possible to the midpoint of each work segment. For shifts longer than eight hours, additional breaks may be required. I further understand that I am required to take an unpaid meal break of at least 30 minutes (up to one hour permitted) for every six-hour shift I work. The meal break is to be taken between the third and fifth hours worked. Meal breaks and rest periods are intended to provide nonexempt employees an opportunity away from work. Nonexempt employees are relieved of all duties and are not permitted to perform any work during meal breaks or rest periods unless there is prior approval from a supervisor, which may be granted on the rare occasion when exceptional and unanticipated circumstances prevent the employee from taking an uninterrupted meal period. If I perform any work during my meal period, I will record the entire period as time worked on my time report. I will not return work-related phone calls or email messages during my lunch period, and if work-related interruptions are common, I understand that I may be required to leave my work area during my meal period.

I also acknowledge that before signing this form, I asked for and received clarification on any of the items discussed above that I did not understand.

Employee Signature

Date

Print Employee's Name

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ACTION ITEM – G

DATE: December 21, 2022
RE: Capital Improvement Plan Approval
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Acting Port Manager

OVERVIEW

- The Strategic Business Plan Update Table -14 Capital Improvement Plan was last reviewed and updated in 2019.
- Staff went through and updated the existing CIP and add new projects.

DOCUMENTS

- 2019 Port Annual SBP Update Table – 14 Capital Improvement Plan, 1 page
- 2022 Port Annual SBP Update Table – 14 Capital Improvement Plan, 2 pages
- Repair-Maintenance Projects and Planning Fiscal Year 2022-23, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve updated Capital Improvement Plan and submit top 3 priorities to Business Oregon.

Capital Improvement Plan

Top 3 Priorities

2019 CIP Rank	2022 CIP Rank	Revised NHMP Rank	Capital Improvements	Description	2022 Cost Estimates	Timeline	Potential Funding Sources	2022 Priority	Priority Project Category
2	1	1	Boatyard Shop	New Construction to replace existing building	1,500,000	2021-2024	Grants Loans	High	Commercial facility upgrade
9	6	6	Hallmark Receiving Dock	Demolish existing timber dock; construct concrete dock; install concrete pavement; install storm drainage facilities.	1,200,000	2025	Grants Loans	High	Commercial facility upgrade
15	9	9	Boardwalk Expansion / Replacement	Repair / restore piling; secure slope; replace wood planks with concrete surface	750,000	Yrs 5-10	Grants	Medium	Marina facility upgrade / public amenities

Table-14 Capital Improvement Plan

2019 CIP Rank	2022 CIP Rank	Revised NHMP Rank	Capital Improvements	Description	2019 Cost Estimates	2022 Cost Estimates	Timeline	2019 Priority	2022 Priority	Priority Project Category
2	1	1	Boatyard Shop	New Construction to replace existing building		1,500,000	2021-2024		High	Commercial facility upgrade
2	2	2	Wastewater Treatment Plant	Install Wastewater Treatment Plan on Pacific Seafood South Dock.		3,500,000	2023		High	Commercial facility upgrade
5	3	3	Basin 2 West Embankment Repair - HMGP 4452	Embankment repair, via H-pile/concrete section stabilization; install fencing		800,000	2023-24		High	Commercial / Marina facility upgrade
7	4	4	Basins 1 and 2 Dredging FEMA 4432	Basins 1 and 2 dredging 38,000CY		2,300,000	2023-25		High	Maintenance
13	5	5	Stormwater Drainage and Paving Zones 1 Commercial Storage Area - HMGP 4452	Stormwater improvements; grading, paving and curbs		700,000	2024		High	Commercial facility upgrade
9	6	6	Hallmark Receiving Dock	Demolish existing timber dock; construct concrete dock; install concrete pavement; install storm drainage facilities.		1,200,000	2025		High	Commercial facility upgrade
8	7	7	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	2024		Medium	Commercial facility upgrade / public amenities
10	8	8	Basin 2 South and East Embankment Repair - Reconstruction	Embankment repair, via H-pile/concrete section stabilization; install fencing		2,500,000	Yrs 5-10		High	Commercial / Marina facility upgrade
15	9	9	Boardwalk Expansion / Replacement	Repair / restore piling; secure slope; replace wood planks with concrete surface		750,000	Yrs 5-10		Medium	Marina facility upgrade / public amenities
6	10	10	Stormwater Drainage and Paving Zones 3 Basin 2 East Parking Area	Stormwater improvements; grind / overlay parking lot; curbs; striping		1,080,000	Yrs 5-10		Medium	Commercial facility upgrade / public amenities
2	11	11	Pacific Seafood North Receiving Dock	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.		1,200,000	Yrs 1-5 Yrs 5-10		High	Commercial facility upgrade
	12	12	Port Office	Construction of new Port Office Facilities		1,000,000	Yrs 1-5		High	Commercial facility upgrade
	13	13	RV Park Expansion	Construction of 28 new RV Sites at Kite Field with new RV Park Office		1,500,000	Yrs 1-5		Medium	Commercial facility upgrade
18	14	14	Lease Upgrades	Make commercial building upgrades including new roofs	tbd (Port to est. SF of new and renovation)	250,000	Yrs 1-5 Yrs 5-10	Medium	High	Facility upgrades
11	15	15	Basin 2 Docks	Replace old docks from C thru H and N thru P; reconfigure spaces to accommodate larger vessel		2,500,000	Yrs 1-5 Yrs 5-10		High	Commercial / Marina facility upgrade
12	16	16	Commercial Center Upgrade / Renovation	Commercial building and site repairs or building third retail building		2,000,000	Yrs 5-10		Medium	Commercial facility upgrade / public amenities
14	17	17	Stormwater Drainage and Paving Zones 5 Fishing Pier	Stormwater improvements; grind / overlay parking lot; curbs; striping		200,000	2025		Medium	Marina facility upgrade / public amenities
16	18	18	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
17	19	19	Development Potential	Examine opportunity site for potential development - hotel / condo	tbd		Yrs 10-20	Low	Low	Public-private partnership opportunity

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**Strategic Business Plan
2022 Annual Update**

Table-14 Capital Improvement Plan

19	20	20	Boatyard 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.		5,000,000	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
Project nearing completion			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						Project estimated completion date: January 2023
Project Completed			Stormwater Drainage and Paving Zones 2 Commercial Retail Parking Lot	Sealcoat and overlay						Project completed 2021
Project Completed			Fuel Dock Access Pad Replacement	Reroute fuel lines; reconstruct slope and concrete pad						Project completed 2021
Project Completed			Fish Market and Cleaning Station	Upgrade existing buildings to accommodate fish market and cleaning station						Project completed 2017
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

**Port of Brookings Harbor
Repair - Maintenance Projects and Planning
Fiscal Year 2022-23**

#	Port Area	Description	Date Done
1	Basin 1	Repair Waterlines on Docks	
2	Basin 1	Repair Electrical Box at Boat Launch Ramp	
3	Basin 1	Replace Shore to Dock Waterlines (1 each)	
4	Basin 1	Install Power to D - Dock	
5	Basin 1	Install New Waterline to Docks E, F & G	
6	Basin 1	Replace Electrical Pedestals	
7	Basin 1	Resurface Basin Ramp (2 each)	
8	Basin 1	Repair Basin 1 A - D Dock Ramp Connection	
9	Basin 1	Slope Repairs	
10	Basin 1	FEMA Project - Dredging	
11	Basin 2	Repair Waterlines on Docks	
12	Basin 2	Replace Electrical Pedestals	
13	Basin 2	Replace Shore to Dock Waterlines (4 each)	
14	Basin 2	Resurface Basin Ramps (4 each)	
15	Basin 2	Dock Repairs to Dock Fingers & Piling Hoops	
16	Basin 2	Repair / Install Curbs in Parking Lots (300')	
17	Basin 2	Travel Lift Ramp Dredging	
18	Basin 2	Work Dock Extension to Travel Lift Ramp for Unloading	
19	Basin 2	Slope Repairs	
20	Basin 2	FEMA Project - Slope Repairs	
21	Basin 2	FEMA Project - Dredging	
22	Basin 2	Handrail - Fencing along Walkways	
23	Basin 2	Install Disposal Method for Crab Dock Tenant	
24	Boardwalk	Repair Flood Lights	
25	Boardwalk	Repair North Section of Boardwalk	
26	Boat Yard	FEMA Project - Storm Drains and Paving	
27	Boat Yard	Warehouse Building Repairs / Replacement	
28	Commercial Retail	Paint Retail Restroom / Exterior Walls	
29	Commercial Retail	Repair Retail Building # 1 Roof	
30	Commercial Retail	Repair Retail Building # 2 Roof	
31	Commercial Retail	Wash and Paint Lightpoles	
32	Crab Dock	Repair Connection	
33	Fuel Tanks	Install Gates (2 each)	
34	Gear Storage	FEMA Project - Storm Drains and Paving	
35	Gear Storage	FEMA Project - Sediment Dredge Basin	
36	Gear Storage	Wastewater Treatment Plant - Fish Processing	
37	Gear Storage	Handrail - Fencing Cold Storage Truck Ramp	
38	Kite Field	FEMA Project - RV Park Expansion Earthwork	
39	Kite Field	RV Park Expansion Utilities and Amenities	
40	Port	Landscape Across Lower Harbor Road	
41	Port Basins	Landscape Slopes	
42	Port Office	Repair Roof	
43	Port Office	Repair Electrical	
44	Port Office	Repair Wood Rot	
45	Port Shop	Repair Electrical Wiring and Lighting	
46	Receiving Docks	Repair Broken Dock	
47	Receiving Docks	Repair Damaged Dock - Pacific Seafood	
48	Receiving Docks	Repair Damaged Dock - Hallmark	
49	RV Park	Install Self Opening / Closing Main Gate	
50	RV Park	Pavement Resurfacing	
51	RV Park	Fence Dividers for New Remodeled Sites	
52	Steel Wall	Repair Bumpers	
53	Storm Drains	Clean Out Debris (Boat Launch Parking Lot)	
54	Storm Drains	Clean Out Debris (Retail Parking Lot)	
55	Storm Drains	Clean Out Debris (Boat Yard - Curry County)	
56	Transient Dock	Repair Electrical Shed	
57	Transient Dock	Slope Repairs	
58	Transient Dock	Resurface Ramps (2 each)	

ACTION ITEM – H

DATE: December 21, 2022
RE: McLennan Excavation Payment Request #4
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Acting Port Manager

OVERVIEW

- Contract and change order with McLennan Excavation for the Beachfront RV Park Improvement Project was approved and executed on October 20, 2021, and May 6, 2022, respectively.
- Three payments have been made to McLennan Excavation: Payment #1 of \$83,141.87 was on May 12, 2022, after receiving board approval to issue payment on May 6, 2022. Payment No. 2 for \$106,654.12 was made on August 17, 2022, after receiving board approval to issue payment on August 8, 2022. Payment No. 3 for \$108,385.77 was made on November 16, 2022, after receiving board approval to issue payment on November 16, 2022.
- Crow/Clay Associates received fourth payment request from McLennan Excavation for work performed October 29, 2022 through November 30, 2022.
- Port has received BOLI Payroll Wage Reports and verified accuracy.

DOCUMENTS

- McLennan Excavation Payment Request No. 4, 2 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve McLennan Excavation progress Payment No. 4 for \$39,963.02 for work performed October 29, 2022 – November 30, 2022 per contract.

Contractor's Application for Payment No. 4

TO: Port of Brookings Harbor	APPLICATION PERIOD: October 29, 2022 to November 30, 2022	APPLICATION DATE: December 2, 2022
PROJECT: Beachfront RV Park Improvements	FROM: McLennan Excavation Inc. (Contractor)	VIA: Timothy A. Lambson / Crow - Crow/Clay & Associates Inc Architecture and Planning
OWNERS CONTRACT NO. 19005	CONTRACT:	ENGINEER'S PROJECT NO.:
	CONTRACTOR'S PROJECT NO. 2022 - Port of Brookings	

CHANGE ORDER SUMMARY		
Approved Change Orders		
Number	Additions	Deductions
1	\$28,972.56	
2		
3	\$29,670.81	
4	\$15,693.45	
5		
6		
7		
TOTALS		
NET CHANGE BY CHANGE ORDERS	\$74,326.82	
		\$74,326.82

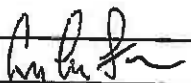
Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (1)

Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (2) Title to all

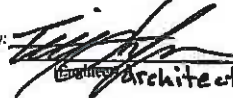
this Application for Payment is in accordance with the Contract Documents and is not defective. (3) All the work covered by

Contractor Signature: 

By: Casey M. McLennan, President of McLennan Excavation, Inc. Date: 12/02/2022

1. ORIGINAL CONTRACT PRICE	\$ 657,000.00
2. Net change by Change Orders	\$ 74,326.82
3. Current Contract Price (Line 1 & 2)	\$ 731,326.82
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$ 355,041.87
5. RETAINAGE:	
a. 5% X \$ 172,581.62 Work Completed	\$ 8,629.08
b. 5% X \$ 183,360.25 Stored Materials	\$ 9,989.26 9,168.01
c. Total Retainage (Line 5.a + Line 5.b)	\$ 17,797.09 18,618.34
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.C)	\$ 338,144.78 337,323.62
7. LESS PREVIOUS PAYMENTS (Line 6 from prior application)	\$ 298,181.76
8. AMOUNT DUE THIS APPLICATION	\$ 39,963.02 39,141.72
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates - Line 5 c above)	\$ 296,422.62 393,182.04

Payment Of: \$ 39,963.02
(line 8 or other - attach explanation of the other amount)

is recommended by:  12-5-22
(Engineer/Architect) (Date)

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

is approved by: _____
(owner) (Date)

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Progress Breakdown for Contractor's Application for Payment No. 4

TO: Part of Drawings Labor (Owner)		APPLICATION PERIOD: October 29, 2022 to November 30, 2022	APPLICATION DATE: December 2, 2022
PROJECT: Beachfront RV Park Improvements		FROM: Melman Excavation Inc. (Contractor)	VIA: Timothy A. Lambson - Cray/Cray & Associates Inc Architects and Planning
OWNERS CONTRACT NO. 19995		CONTRACTOR'S PROJECT NO.	ENGINEER'S PROJECT NO.

Item No.	Item Description	Contract Information				Estimated Quantity Installed this Period	Value of Work Installed this Period	Materials Presently Stored	Total Completed and Stored this Period	Quantity Previous Period	Quantity Complete to Date	Value of Work to Date (\$)	Quantity Remaining %	Value of Work Remaining (\$)
		Item Quantity	Units	Unit Price (\$)	Total Value of Item (\$)									
1	Mobilization/Demobilization													
	Bonds and Insurance	1	LS	\$ 16,425.00	\$ 16,425.00				\$ -	100%	100%	\$ 16,425.00		\$ -
	Preconstruction Administration	1	LS	\$ 15,000.00	\$ 15,000.00		\$ -		\$ -	100%	100%	\$ 15,000.00		\$ -
	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	100%	100%	\$ 5,000.00		\$ -
	Demobilization	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -			\$ -		\$ 5,000.00
	Temporary Facilities	1	LS	\$ 8,000.00	\$ 8,000.00	15%	\$ 1,200.00		\$ 1,200.00	15%	30%	\$ 2,400.00	70.0%	\$ 5,600.00
	Signs	1	LS	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -	100%	100%	\$ 2,000.00		\$ -
2	Materials to Order													
	Materials Ordered - Pipe & materials pre ordered & delivered to Melman Excavation - Stored in Cooney & being installed now	1	LS	\$ 91,210.25	\$ 91,210.25		\$ -		\$ -	100%	100%	\$ 91,210.25		\$ -
3	Site Clearing													
	Site Clearing	1	LS	\$ 5,266.00	\$ 5,266.00	50%	\$ 2,633.00		\$ 2,633.00	30%	20%	\$ 4,312.00	20.0%	\$ 1,953.20
	Concrete and Fence Removal	1	LS	\$ 15,603.20	\$ 15,603.20	30%	\$ 4,681.56		\$ 4,681.56	50%	80%	\$ 12,921.64	20.0%	\$ 3,121.84
	Grading and Leveling	1	LS	\$ 11,599.25	\$ 11,599.25		\$ -		\$ -	30%	30%	\$ 3,479.78	70.0%	\$ 8,119.48
	Spreading	1	LS	\$ 11,037.00	\$ 11,037.00		\$ -		\$ -			\$ -	100.0%	\$ 11,037.00
4	Sewer													
	Locate	1	LS	\$ -	\$ -		\$ -		\$ -			\$ -	100.0%	\$ -
	Trenching/Shoring	1	LS	\$ 29,433.29	\$ 29,433.29		\$ -		\$ -	30%	30%	\$ 8,829.98	70.0%	\$ 20,603.31
	Hand Off	1	LS	\$ 9,368.78	\$ 9,368.78		\$ -		\$ -	30%	30%	\$ 2,810.63	70.0%	\$ 6,558.15
	Placement of Pipe	1	LS	\$ 14,616.50	\$ 14,616.50		\$ -		\$ -	30%	30%	\$ 4,384.95	70.0%	\$ 10,231.55
	Backfill & Compaction	1	LS	\$ 20,938.90	\$ 20,938.90		\$ -		\$ -			\$ -	100.0%	\$ 20,938.90
5	Water													
	Locate	1	LS	\$ -	\$ -		\$ -		\$ -			\$ -	100.0%	\$ -
	Trenching/Shoring	1	LS	\$ 12,096.60	\$ 12,096.60	20%	\$ 2,419.32		\$ 2,419.32	20%	40%	\$ 4,838.64	60.0%	\$ 9,477.28
	Hand Off	1	LS	\$ 1,356.00	\$ 1,356.00	40%	\$ 542.40		\$ 542.40	40%	60%	\$ 813.60	60.0%	\$ 813.60
	Placement of Pipe	1	LS	\$ 4,361.70	\$ 4,361.70		\$ -		\$ -			\$ -	100.0%	\$ 4,361.70
	Backfill & Compaction	1	LS	\$ 3,152.80	\$ 3,152.80		\$ -		\$ -			\$ -	100.0%	\$ 3,152.80
6	Electrical													
	Locate	1	LS	\$ -	\$ -		\$ -		\$ -			\$ -	100.0%	\$ -
	Trenching	1	LS	\$ 23,748.40	\$ 23,748.40	40%	\$ 9,499.36		\$ 9,499.36	40%	60%	\$ 14,249.04	60.0%	\$ 14,249.04
	Subcontractor - Rouse Electric - Materials & Labor	1	LS	\$ 201,842.55	\$ 201,842.55		\$ -		\$ -	61%	61%	\$ 122,227.75	39.0%	\$ 79,614.80
	Backfill & Compaction	1	LS	\$ 26,430.00	\$ 26,430.00		\$ -		\$ -			\$ -	100.0%	\$ 26,430.00
7	Concrete													
	Materials	1	LS	\$ 47,150.00	\$ 47,150.00		\$ -		\$ -			\$ -	100.0%	\$ 47,150.00
	Curb	1	LS	\$ 3,795.00	\$ 3,795.00		\$ -		\$ -			\$ -	100.0%	\$ 3,795.00
	Prepping slabs and pedestals	1	LS	\$ 32,214.27	\$ 32,214.27		\$ -		\$ -			\$ -	100.0%	\$ 32,214.27
	Forming and Finishing	1	LS	\$ 33,312.55	\$ 33,312.55		\$ -		\$ -			\$ -	100.0%	\$ 33,312.55
8	Clean up													
	Site Clean up and Puchlist	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -			\$ -	100.0%	\$ 5,000.00
Change Order 1	Additional Electric Upgrade - Coos Curry	1	LS	\$ 28,972.56	\$ 28,972.56		\$ -		\$ -	100%	100%	\$ 28,972.56		\$ -
Change Order 2	Contract Date and completion Change	1	LS	\$ -	\$ -		\$ -		\$ -			\$ -	100.0%	\$ -
Change Order 3	Water to Main	1	LS	\$ 29,670.81	\$ 29,670.81	20%	\$ 5,934.16		\$ 5,934.16	20%	80.0%	\$ 23,736.65		\$ -
Change Order 4	Water to Back Lots	1	LS	\$ 15,683.45	\$ 15,683.45	100%	\$ 15,683.45		\$ 15,683.45	100%	100%	\$ 15,683.45		\$ -
Totals					\$ 731,326.82		\$ 42,593.25		\$ 42,593.25	5.8%		\$ 355,541.87	94.2%	\$ 377,804.27

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ACTION ITEM – I

DATE: December 21, 2022
RE: Gerald Burns Financial Consultant Agreement Amendment
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Acting Port Manager

OVERVIEW

- Last year the Port advertised for a financial consultant and received one proposal from Gerald Burns. Gerald has provided valuable assistance to the Port for the last five years and is a key part of the reason why the Port has been able to meet its state's audit reporting deadline for the last three years.
- Port staff is requesting to extend the agreement for (1) one additional year.
- **NOTE:** A Certified Public Accountant will be required to complete the state audit reporting. The CPA will be under a separate contract.
- Port legal counsel is reviewing the extension agreement.

DOCUMENTS

- Email from Gerald Burns, 1 page
- Agreement for Professional Services, Financial Consultant, 6 pages
- Agreement for Professional Services, Financial Consultant, Amendment No. 1, 3 pages
- Agreement for Professional Services, Financial Consultant, Amendment No. 2, 2 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve Amendment No. 2 with financial consultant Gerald Burns for one additional year.



Kim Boom <accounts@portofbrookingsharbor.com>

Agreement/Amendment Rates?

Gerald Burns <gwburnscpa@gmail.com>
To: Kim Boom <accounts@portofbrookingsharbor.com>

Thu, Dec 8, 2022 at 9:42 AM

Kim,

Here are my thoughts.

1. Rate per hour: \$120
2. Monthly retainer: \$600

I realize this is a 20% bump, but I believe the increase is reasonable given that my fee has not changed for a few years and we are all confronting the incredible inflationary increases in everything we purchase.

Thoughts?

Gerald W. Burns, CPA
Accounting Advisor
541-840-0226

On Wed, Dec 7, 2022 at 5:34 PM Kim Boom <accounts@portofbrookingsharbor.com> wrote:

Hi Gerry,

Have you had a chance to review your rates for next year's agreement? Travis would like to get this added at December's meeting. Please let me know.

Thank you.
Kim



Kim Boom
Director of Finance and Accounting
Port of Brookings Harbor
P.O. Box 848 Harbor, Oregon 97415
Office: (541) 469-2218 ext: 405

Port of Brookings Harbor Agreement for Professional Services, Financial Consultant

This Agreement for Professional Services ("Agreement") is made and entered into this 19 day of January 2021, by and between the Port of Brookings Harbor, an Oregon special district, herein referred to as "POBH" and Gerald W. Burns, CPA an Oregon Individual/sole proprietor or single-member Limited Liability Company, herein referred to as "Contractor."

WHEREAS, the POBH requires consulting, advising and related services on financial matters which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, the POBH solicited bids by website and newspaper from December 2, 2020 until December 31, 2020 and received 1 bid(s).

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

1.0. Effective Date and Duration. This Agreement will become effective upon its execution by the POBH and will expire December 31, 2021, unless otherwise terminated or extended.

2.0. Scope of Work. Contractor will perform the following scope of work under this Agreement: Contractor will prepare annual financial report.

2.01. Services. Contractor will assist in consulting and advising on financial matters relating to budgeting and accounting using QuickBooks when needed. Time will be charged for one financial consultant, and includes communications with financial professionals, and with POBH.

2.02. Information Provided by Others. POBH shall provide Contractor such information as is available to POBH with respect to the work and Contractor shall be entitled to rely on the accuracy and completeness thereof. POBH recognizes it is not possible for Contractor to insure the accuracy, completeness, and sufficiency of such information if Contractor was not retained to verify the information POBH is providing. Accordingly, POBH agrees, to the fullest extent permitted by law, to indemnify and hold Contractor, its officers, agents and employees harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by POBH to Contractor.

3.0. Compensation & Billing.

3.01. Retainer Fee. Contractor will be compensated with a monthly retainer fee of \$500 for the ongoing informal advice and assistance, not to exceed \$6,000 in accordance with Exhibit A, attached hereto and incorporated herein by this reference. Contractor will invoice the POBH on the first of each month. POBH will pay Contractor \$500 retainer fee within 30 days of receipt of invoice.

3.02. Hourly Rate. Contractor will be compensated an hourly rate of \$100 per hour to prepare the 2020-21 Annual Financial Report.

3.03. Travel Expense. Contractor will be compensated travel expenses for onsite meetings at POBH in addition to the retainer fee.



- 3.04. Billing Dispute.** If there is a dispute as to one or more line items on the invoice, POBH will pay the undisputed portion within 30 days of receipt. The parties will exercise good faith and diligence in the resolution of any disputed invoice amounts and POBH will pay promptly upon resolution of the dispute.
- 4.0. Effective Date and Duration.** This Agreement will become effective upon its execution, the submission of certificates of insurance to POBH and the issuance of a notice to proceed by the POBH. This Agreement will expire December 31, 2021 unless otherwise terminated or extended.
- 5.0. Schedule for Performance.** Contractor shall be available for advising POBH staff when needed.
- 6.0. Licensing and Certification.** Contractor is required to maintain, at its own expense, all license and certifications required by the State of Oregon to perform services under this Agreement.
- 7.0. Status of Contractor as Independent Contractor.** Contractor certifies that:
- A.** Contractor acknowledges that for all purposes related to this Agreement, Contractor is and will be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of the POBH, is not entitled to benefits of any kind to which an employee of the POBH is entitled and is solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of the POBH for any purpose, the POBH will be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from the POBH or third party) as a result of said finding and to the full extent of any payments that the POBH is required to make (to Contractor or to a third party) as a result of said finding.
 - B.** The undersigned Contractor hereby represents that no employee of the POBH, or any partnership or corporation in which a POBH employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
 - C.** If this payment is to be charged against Federal funds, Contractor certifies that he or she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.
 - D.** Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
 - E.** Contractor is not an officer, employee, or agent of the POBH as those terms are used in ORS 30.265.
- 8.0. Early Termination.**
- 8.01. Mutual Consent.** This Agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties.
 - 8.02. For Cause by POBH.** The POBH may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by the POBH, under any of the following conditions:
 - A.** If due to budgetary considerations, the POBH decides to terminate the Agreement;



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

8.03. No Prejudice. Any such termination of this Agreement under paragraph 8.02 will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

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

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

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

Commercial General Liability	\$1,000,000.00 Each Occurrence Limit BI/PI/PD \$2,000,000.00 General Aggregate
Worker's Compensation	Per Oregon Law (ORS 656.017) as applicable
Comprehensive Automobile	\$ 500,000.00 / \$500,000.00 Bodily Injury \$100,000.00 Property Damage (Including coverage for all owned, hired and non-owned vehicles)
Professional Liability / E&O	\$500,000.00 Each Occurrence \$500,000.00 Aggregate per year

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

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

9.04. Certificates of Insurance. As evidence of the insurance coverage required by the contract, Contractor must furnish a Certificate of Insurance to the POBH. No contract will be



effective until the required certificates have been received and approved by the POBH. The certificate will specify and document all of the required insurance provisions within this Agreement. A renewal certificate must be sent to the POBH 10 days prior to coverage expiration.

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

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

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

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

If to Port of Brookings Harbor:

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

If to Contractor:

Attn: Gerald W. Burns
Gerald W. Burns, CPA
1762 E. McAndrews Rd. Ste. C
Medford, OR 97504

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

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

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



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

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

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

11.04. Other Applicable Laws. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this contract shall be considered included by these references.

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

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

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



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

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

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

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

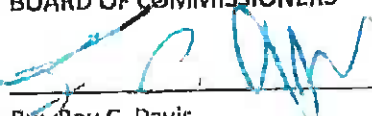
19.0. **Governing Law.** The provisions of this Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Curry County or the U. S. District Court in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

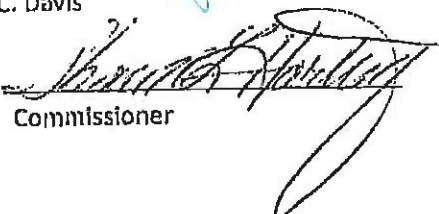
20.0. **Complete Agreement.** This Agreement and the attached exhibits, constitute the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

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

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


PORT OF BROOKINGS HARBOR
BOARD OF COMMISSIONERS


By: Roy C. Davis

ATTEST: 
Commissioner

CONTRACTOR:

Gerald W. Burns, CPA

By: 

Name: Gerald W. Burns

Its:



PORT OF BROOKINGS HARBOR
AGREEMENT FOR PROFESSIONAL SERVICES
FINANCIAL CONSULTANT

**AMENDMENT NO. 1
TO
PORT OF BROOKINGS HARBOR**

AGREEMENT FOR PROFESSIONAL SERVICES, FINANCIAL CONSULTANT

This Amendment No. 1 to the Port of Brookings Harbor Agreement for Professional Services, Financial Consultant ("Amendment") is entered into by and between the Port of Brookings Harbor ("POBH") and Gerald Burns, CPA an Oregon individual/sole proprietor ("Contractor") to amend the terms of the Agreement for Professional Services, Financial Consultant dated January 19, 2021 (the "Agreement").

1. AMENDMENTS. The Agreement is hereby amended as follows:

A. Time of Performance and Termination. Section 1.0, Effective Date and Duration, of the Agreement is hereby deleted and replaced with the following:

"This Agreement will become effective upon its execution by the POBH and will expire December 31, 2022, unless otherwise terminated or extended."

B. Compensation for Annual Report Preparation. Section 3.02, Hourly Rate, of the Agreement is hereby deleted and replaced with the following:

"Contractor will be compensated an hourly rate of \$100 per hour to prepare the 2020-21 Annual Financial Report and 2021-22 Annual Financial Report."

C. Compliance with Wage and Hour Laws. Section 11.03, Compliance with Wage and Hour Laws, of the Agreement is hereby deleted and replaced with the following:

"Hours of Labor; Pay Equity; Salary Discussions (required by ORS 279B.020 and 279B.235).

A. Maximum Hours. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

- o For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- o For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- o For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279B.020 (1)(b)(B) to (G).

B. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, does not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime."

D. Public Contracting Requirements. The following provisions are added to Section 11.0 of the Agreement:

"11.05 Payment of Labor (Required by ORS 279B.220).

- A. Contractor shall make payment promptly, as due, to all persons supplying labor or material to Contractor for the performance of services provided for in this Agreement;
- B. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or any subconsultant incurred in the performance of this Agreement;
- C. Contractor shall not permit any lien or claim to be filed or prosecuted against POBH on account of any labor or material furnished; and
- D. Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

11.06 Payment for Medical Care and Workers' Compensation. As required by 279B.230:

- A. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.
- B. All subject employers working under this Agreement are either employers that will comply with ORS 658.017 or employers that are exempt under ORS 658.126.

11.07 Notice to Employees.




- A. Contractor shall give notice in writing to its employees who perform work under this Agreement, either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- B. Contractor shall comply with ORS 652.220 (prohibiting discriminatory wage rates based on sex and requiring that employer not discriminate against an employee who is a complainant). Compliance with this Section 11.07 is a material element of this Agreement. Failure to comply is a breach that entitles POBH to terminate this Agreement for cause.
- C. Contractor may not prohibit any of Contractor's employees from discussing the employee's wage, salary, benefits, or other compensation with another employee or another person, and Contractor may not retaliate against an employee who does so."

2. OTHER TERMS AND CONDITIONS. All other terms and conditions of the Agreement not in conflict with this Amendment remain in full force and effect and remain unaffected hereby.

3. EFFECTIVE DATE. This Amendment shall be effective as of January 1, 2022.

[Signature Page to Follow]

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

PORT OF BROOKINGS HARBOR	Gerald W. Burns, CPA
Dated: <u>1-27-2022</u>	Dated: <u>1/22/2022</u>
By: <u></u> Richard Heap, Board President	By: <u></u> Gerald W. Burns
ATTEST: <u></u> Sharon Hartung, Board Secretary / Treasurer	Its:

**AMENDMENT NO. 2
TO
PORT OF BROOKINGS HARBOR**

AGREEMENT FOR PROFESSIONAL SERVICES, FINANCIAL CONSULTANT

This Amendment No. 2 to the Port of Brookings Harbor Agreement for Professional Services, Financial Consultant ("Amendment") is entered into by and between the Port of Brookings Harbor ("POBH") and Gerald Burns, CPA an Oregon individual/sole proprietor ("Contractor") to amend the terms of the Agreement for Professional Services, Financial Consultant dated January 19, 2021, as amended by that Amendment No. 1 to the Agreement for Professional Services, Financial Consultant dated January 22, 2022 (collectively, the "Agreement").

1. AMENDMENTS. The Agreement is hereby amended as follows:

A. Time of Performance and Termination. Section 1.0, Effective Date and Duration, of the Agreement is hereby deleted and replaced with the following:

"This Agreement will become effective upon its execution by the POBH and will expire December 31, 2023, unless otherwise terminated or extended."

B. Retainer. Section 3.01, Retainer Fee, of the Agreement is hereby deleted and replaced with the following:

"Contractor will be compensated with a monthly retainer fee of \$600 for ongoing informal advice and assistance, not to exceed \$6,000 in accordance with Exhibit A, attached hereto and incorporated herein by this reference. Contractor will invoice the POBH on the first of each month."

C. Compensation for Annual Report Preparation. The following sentence is added to the end of Section 3.02, Hourly Rate:

"Contractor will be compensated an hourly rate of \$120 per hour to prepare the 2022-23 Annual Financial Report."

2. OTHER TERMS AND CONDITIONS. All other terms and conditions of the Agreement not in conflict with this Amendment remain in full force and effect and remain unaffected hereby.

3. EFFECTIVE DATE. This Amendment shall be effective as of January 1, 2023.

[Signature Page to Follow]

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

PORT OF BROOKINGS HARBOR	Gerald W. Burns, CPA
Dated: _____ By: _____ Richard Heap, Board President ATTEST: _____ Sharon Hartung, Board Secretary / Treasurer	Dated: _____ By: _____ Gerald W. Burns Its:

ACTION ITEM – J

DATE: December 21, 2022
RE: Coos-Curry Electric Service Upgrade
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Acting Port Manager

OVERVIEW

- Coos-Curry service upgrades were not included in the bid price for RV Park Project.
- All Coos-Curry service upgrades will be a Port's expense.

DOCUMENTS

- Contract for Coos-Curry Electric Service Upgrade, 4 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve contract for Coos-Curry Electric service upgrade in the amount of \$11,271.54.

Work Order# 220115
Structure# BBB1-1LL1L1T
Date: December 5, 2022

WR# 33637
Location# 4113080017

COOS-CURRY ELECTRIC COOPERATIVE, INC. ELECTRIC SERVICE AND LINE CONSTRUCTION CONTRACT

This Contract made and entered into this _____ day of _____, 20____, by and between **BROOKINGS PORT COMMISSION** (the "Member") and COOS-CURRY ELECTRIC COOPERATIVE, INC., PO BOX 1268, PORT ORFORD, OR 97465 (the "Cooperative").

WHEREAS, the Member has requested the Cooperative to install electric facilities as described: A secondary service upgrade from a 200-amp service to a 600-amp service at 16374 Lower Harbor Rd, Brookings, Or.

On a parcel of land located in the S ½ of the NE ¼ of Section 8, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon. Tax Lot #1500 (Map 41-13-08A)
(Port of Brookings Harbor Beachfront RV Park)

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is mutually agreed as follows:

1. **SALE**

The Cooperative agrees to sell and deliver to the Member, under the terms and conditions hereof, and the Member agrees to purchase and pay for electric power and energy located on the above-referenced Member's property.

2. **SERVICE CHARACTERISTICS**

Delivery facilities will be installed, owned and maintained by the Cooperative.

Member is not allowed to change power requirements or horse power without the written permission of the Cooperative.

The Cooperative reserves the right to disconnect the Member's service equipment from the Cooperative's system at any time during the life of this service, if the Cooperative experiences system power quality problems caused by the Member's facilities operating on the Cooperative's system. The Member, at his/her expense, agrees to install the necessary equipment to remedy power quality problems caused by the Member.

3. **SCOPE OF WORK**

The Cooperative will install one 100 KVA pad mount transformer, two runs of approximately 15 feet of 350 MCMUALX wire, and one 600-amp CL20 CT meter.

4. **COST OF CONSTRUCTION VALID FOR 60 DAYS**

<u>Item</u>	<u>Description</u>	<u>Total</u>
A.	COST OF CONSTRUCTION:	\$ 11,271.54
B.	ENGINEERING FEE	\$< 0.00 >
	TO BE PAID BY MEMBER PRIOR TO CONSTRUCTION	<u>\$ 11,271.54</u>

The costs above are valid for sixty (60) days. If Cooperative construction is delayed more than 180 days, a new cost may be prepared and, if necessary, costs recomputed. If the construction is cancelled, any construction fees already advanced will be refunded, less the Engineering Fee, any additional engineering costs and those funds advanced for special equipment and/or long-lead time material.

The Cost of Construction shall be paid in full by the Member prior to any material being ordered or any actual construction beginning.

The above Cost of Construction does not include additional costs due to unnecessary problems, delays, changes, etc. caused by the Member or Member's contractor(s) or subcontractor(s). If additional costs are anticipated, as determined solely by the Cooperative, a new cost will be prepared and shall be paid in full by the Member before any further materials will be ordered or construction activities recommenced.

5. **PAYMENT SCHEDULE**

Member shall pay the Cooperative for service hereunder at the rates and upon the terms and conditions set forth in the applicable Rate Schedule of the Cooperative. It is understood and agreed that the Cooperative has the absolute right to establish, amend, or supplement rate charges and payment requirements for services rendered hereunder as determined to be necessary or appropriate by the Board of Directors of the Cooperative.

6. **MEMBERSHIP**

The Applicant shall become a member of the Cooperative, if not already a member, by applying and paying the membership fee and is hereby bound by the provisions of the Articles of Incorporation and Bylaws of the Cooperative as amended from time to time, and by such policies, rules and regulations as may be adopted from time-to-time by the Cooperative's Board of Directors.

7. CONTINUITY OF SERVICE

The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy. The Cooperative is not, however, guarantor of power supply, and shall be excused from performance under this Contract and shall not be liable for any loss or damage sustained by the Member (a) if the supply of electric power and energy, or facilities, equipment, parts or material shall fail, be interrupted, curtailed, or become defective, through an Act of God, governmental authority, action of elements, public enemy, accident, strikes, labor trouble, required maintenance work, or any other cause beyond the control of the Cooperative; or (b) if the wholesale power supply to the Cooperative is unavailable, restricted, curtailed or interrupted.

8. TERM OF LINE EXTENTION CONTRACT

This Contract shall become effective on the date executed. Member will comply with the general provisions outlined in the Cooperative's Policy No. 300-060, Line Construction Policy.

9. MAINTENANCE AND OWNERSHIP OF FACILITIES

The delivery facilities installed by the Cooperative upon the premises shall be maintained by the Cooperative and shall remain the property of the Cooperative notwithstanding the attachment of such facilities to the premises, and shall not be subject to any voluntary or involuntary encumbrance or disposition of any nature allowed or caused by the Member. It is agreed and the Member specifically grants to the Cooperative, a permanent easement across and upon the premises as specified in the Cooperative's Policy No. 300-060, Line Construction Policy, for the purpose of installation of the delivery facilities, and for the maintenance, repair, replacement, inspection, and relocation of such facilities, or for any other purpose reasonably related.

10. DUE AUTHORIZATION

The Member represents that he/she has the authority to execute this Contract, and that all persons required to create terms, conditions and contracts have executed this Contract below.

11. BINDING EFFECT

It is mutually agreed by and between the parties hereto that the conditions, terms, and covenants of this Contract shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

12. SPECIAL CONDITIONS

Member will be responsible for back-filling and compaction of trench to the Cooperative's satisfaction. Prior to back-filling, a Cooperative representative will inspect and approve the installation. The Cooperative will allow joint use of its facilities in accordance with existing joint use agreements that conform to applicable state codes (excluding sewer and gas). The Cooperative may allow the Member to participate toward the construction of facilities (i.e. trenching and conduit installation). In these instances, the Member agrees to indemnify, defend and hold harmless the Cooperative and its directors, officers, agents, owners, and employees from all claims of whatsoever nature or kind, including those brought by employees or subcontractors of the Member, arising out of or as a result of any act or failure to act, whether or not negligent, in connection with the performance of the work to be performed pursuant to this Contract by the Member, its employees, agents and subcontractors.

13. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have entered into this Contract as of the date written below.

SIGN by Authorized Signatory
For: BROOKINGS PORT COMMISSION
(Sign document using blue ink)

Date:

Print Name For: BROOKINGS PORT COMMISSION
(Sign document using blue ink)

Title

Return Signed Original to:
Coos-Curry Electric Cooperative, Inc.
Engineering Aid
PO Box 1268
Port Orford OR 97465

Rev 07/27/2011

INFORMATION ITEM – A

DATE: December 21, 2022
RE: Project Timelines (EMC Engineers)
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Acting Port Manager

OVERVIEW

- EPA Funding Process
 - EPA Process/Deliverables
 - Timing
 - Status

- DEQ Permitting
 - Deliverables
 - Timing
 - Status

- FEMA Project
 - Change in Category
 - Permit
 - Options, introduction to HMGP
 - Timing
 - Status

- HMGP
 - Process
 - Timing
 - Status

DOCUMENTS

- EMC summary of proposed work, 25 pages



Grants Pass * Jacksonville * Medford, OR

GP Office: 1867 Williams Hwy., Suite 216, Grants Pass, OR, 97527

Jville Office: 450 Conestoga Dr., Jacksonville, OR, 97530

Ph: 541-474-9434 * Cell: 541-261-9929 * Fax 541-727-5488

emc@emcengineersscientists.com; <http://www.emcengineersscientists.com>

- Engineers/Scientists, LLC

12/05/22

Mike Crop, Mitigation Program Representative
Mitigation Section
Oregon Department of Emergency Management

Anna Feigum, State Hazard Mitigation Officer
Mitigation Section
Oregon Department of Emergency Management

cc: Travis Webster
Port Manager, Port of Brookings Harbor

Julie Slevin
Recovery Section Manager
State Public Assistance Officer
OEM Mitigation and Recovery Division

Dear Mike, Anna,

The following summary of the proposed work, reductions in scopes of work, references to attached Exhibits and all regulatory/environmental consideration is presented in the effort to reduce the Scope of Work for the Mitigation Project at the Port of Brookings Harbor, and to separate that overall project into subprojects to better accommodate funding opportunities within the HMGP.

Purpose and Strategy for the Project Scope of Work

The long delays in the approval of funding for the Port of Brookings Harbor (Port) repair and mitigation projects via FEMA has exposed Port-proposed Mitigation projects to unexpected and unusual economic inflationary conditions. It is our understanding that the HMGP funding protocol does not allow for adjustments due to inflation. Therefore, in order to retain successful design to harden the Port facilities against future recurring damages, the team of Port Staff and contracted engineering has reduced the overall scope of work. These reductions have been made while still obtaining the required hardening of Port facilities against recurring storm damages, as experienced at the Port in the last 25 years.

Cost increases have occurred, particularly within the last two years, as demonstrated in **Exhibits B and D** (described below), as seen with items such as costs per cubic yard for materials and excavation.



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emc@emcengineersscientists.com; <http://www.emcengineersscientists.com>

- Engineers/Scientists, LLC

Since most of the costs associated with mitigation in this project are generated by paving and stormwater conveyance, the Port team endeavored to reduce the paving footprint in such a way so as to adequately reduce the total budget, while still retaining its initial objectives.

Exhibits

Attached to this narrative are four Exhibits which are spreadsheets, entitled **Exhibits A, B, C and D**, which provide budget details for the proposed mitigation sub-projects. **Exhibit A** details the initial budget requirements to stabilize, repair, and upgrade the Basin 2 west embankment at the Port of Brookings Harbor. **Exhibit C** is the budget as revised from **Exhibit A**, reflecting the changes since 2020 and the costs for materials and services necessary to produce the work.

Similarly, **Exhibit D** is the budget as revised from by **Exhibit B**, also showing the changes due to inflation since 2020, and the costs for materials and services necessary to produce the work. Exhibit B and D itemized the costs for providing stormwater control (paving, curbing, pipe and catch basin installation) for the Commercial, Boatyard and RV/Kite Field Areas. No changes or revisions were found to be feasible for the RV/Kitefield Paving/Stormwater Control subproject.

Exhibits E, F, G and H are the engineered drawings that have been revised to show the proposed subprojects that are itemized in **Exhibits B and D**.

Budget Changes as a Result of Scope of Work Reductions

Commercial Area Subproject

As can be seen from the Exhibits A and C, previously submitted, the original proposed coverage in the Commercial Area totaled 287,113 ft.², which resulted in a proposed budget of \$1,537,760. That coverage has been reduced to 149,500 ft.² with a resulting budget reduction to \$1,000,152. Stormwater piping, catch basin and curbing are reduced accordingly.

Boatyard Area Subproject

As can be seen from the Exhibits B and D, the total paving and stormwater control footprint was originally proposed to be 104,500 ft.². The revisions the revised scope of work has reduced that total square footage to 75,504 ft.², resulting in a proposed budget reduction from \$545,208 to \$431,930. Again, storm water piping, catch basin and curbing requirements are reduced accordingly.



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- Engineers/Scientists, LLC

Projects with Unchangeable Scopes of Work

There are two subprojects in which we found no options for reductions.

The first is the embankment repair project. This project consists of excavation for toe deaths, height of wall (12 foot from bottom of base to top of crown, etc.), wall thickness (which is based on wall height unloading). Unfortunately, costs of materials and labor have resulted in an increased budget from \$653,260 to \$762,039.

For example, move/demove costs have increased from \$85,000 to \$92,000; costs for mixing, placement and compaction of general fill and construction materials have risen in the area from \$130 per cubic yard to \$145 per cubic yard and the purchasing and placement of riprap has risen from \$65 per cubic yard to \$87 per cubic yard.

Similarly, the addition of engineering, the cost of fabric per square foot and other items have increased, as shown in Exhibit C. Costs items associated with the RV/Kitefield subproject remain unchanged, because minimal square footages were designed into the project initially, and these have not been changed.

Budget Units.

In conclusion, the **Commercial Area (\$1,152,000)**, the **Boatyard Area (\$431,930)**, the **RV/Kitefield Area (\$365,836)** and the **Embankment Repair (\$762,039)**, or any combination of these, could be considered separate fundable units.

Timing

There are time limitations imposed on the completion of these projects. Out-of-water work, that is; the Boatyard Area, the Commercial Area, and the RV/Kitefield area can be and should be accomplished during dry months between late March to mid-September at any given year.

In-water work, put forth by ODFW as IWWW (In-Water Work Window), is regulated for the Chetco Estuary to be between October 15th and February 15th of any given year. The Basin 2 West Embankment Repair/Upgrade would have to be accomplished during those months.



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Regulatory/Environmental

In-Water Work

As stated above, the Basin 2 West Embankment Repair/Upgrade would have to be accomplished during the IWWW between October 15th and February 15 of any given year.

In Oregon IWWW projects are within the regulatory jurisdiction of the US Army Corp of Engineers (USACE) and the Oregon Department of State Lands (ODSL). During the permitting process, utilizing the Joint Permit Application (JPA), concurrence is required by the Oregon Department of Fish & Wildlife (ODFW), the National Marine Fisheries Service (NMFS/NOAA), State Historic Preservation Office (NMFS) and affected Tribal Organizations and the Coastal Zone Management (LCDC). A WQC-401 permit is also required, unless otherwise included within the Nationwide Permit structure, by the Oregon Department of Environmental Quality.

The U.S. Army Corps of Engineers (Corps) will receive the Port's request for authorization to stabilize just under 1000 feet of the western bank of Basin 2 (South Basin) at the Port. The proposed project description, location and design is to be provided within the JPA, with the engineered drawings attached.

In order for this authorization to be valid, the work must be performed in accordance with the Nationwide Permit 13 Terms and Conditions, the Oregon Department of Environmental Quality (DEQ) 401 Water Quality Certification Conditions, the Oregon Department of Land Conservation and Development (DLCD), Coastal Zone Management Conditions and the following special conditions:

- a. All in-water work must be performed during the IWWW of October 15th to February 15th to minimize impacts to aquatic species. Exceptions to this time period require specific approval from the Corps and the National Marine Fisheries Service.
- b. This Corps permit will not authorize the Port to take an endangered species. In order to legally take a listed species, the Port would need separate authorization under the Endangered Species Act (ESA) (e.g., an ESA Section 10 permit, or a biological opinion under ESA Section 7, with "incidental take" provisions with which the Port would have to comply). The National Marine Fisheries Service (NMFS) Stormwater, Transportation and Utilities programmatic biological opinion, dated March 14, 2014 (NMFS Reference Number NWR-2013-10411), contains the mandatory terms and conditions to implement the reasonable and prudent measures that are provided in the "incidental take" statement associated with the opinion. The Port's authorization, once received, will be under the USACE permit is conditional upon compliance with all of the applicable mandatory terms and conditions associated with the incidental take statement.



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c. The Port, as the Permittee, must fully implement all applicable Project Design Criteria (PDC) of the SLOPES V Stormwater, Transportation and Utilities programmatic biological opinion. A detailed list of the PDCs are provided to the Port upon receipt of the USACE Permit Verification. The applicable PDCs for this Project (landslide repair and scourline dredging) would include numbers: 5-7, 13, 14, 23, 25-27, 30, 31, 41a (i, ii, vii), 41b, 41d, 41e, 41i, and 41k.

d. The Port, as the Permittee, must complete and submit an Action Completion Report form within 60 days of completing all work below ordinary high water.

The USACE will review the embankment repair/upgrade project pursuant to the requirements of the Endangered Species Act, the Magnuson-Stevens Fishery Conservation and Management Act and the National Historic Preservation Act.

The requirements of the Endangered Species Act are expected to be met through a programmatic biological opinion as listed in the special conditions above.

In order to receive the permit from USACE/ODSL it must first have been determined that this Project complies with the requirements of these laws, and rests on the requirement that the Port complies with all of the permit general and special conditions.

The DEQ must issue a 401 Water Quality Certification for the Project, and the Project must comply with the DLCDC Coastal Zone Management Act concurrence for the permit.

It also must be noted that the Portland District NWP Regional General Condition 3, Cultural Resources and Human Burials-Inadvertent Discovery Plan, which describes procedures should an inadvertent discovery occur, must be observed during the excavation part of the site work.

USACE verification is based on the project description and construction methods provided within the JPA submitted by the Port. Failure to comply with all terms and conditions of this USACE Permit Verification would invalidate the authorization and could result in a violation of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act.

The Port is also required to obtain all local, state, and other federal permits that apply to this project. Upon completing the authorized work, the Port must fill out and return the Compliance Certification form.



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Upland, or Above-Water Work

As mentioned above, all above-water work, that is; the Boatyard Area, the Commercial Area, and the RV/Kitefield area can and should be accomplished during dry months between late March and mid-September on any given year.

As such, the USACE, ODSL, NOAA/NMFA, ODFW and DLCD do not have jurisdiction over this portion of the project.

However, in addition to local and state regulation, the ODEQ 1200-C permit, which includes an erosion control plan, is required for excavation projects that cover greater than 1 acre of area. Since the paving and stormwater ditching for the proposed project at the Boatyard and the Commercial Areas exceed 1 acre, the 1200-C permit will be required.

Further, the Commercial Area project is in part on cultural resources. A review of Oregon Archaeological Records Remote Access information indicates there are documented cultural resources and prior evaluations within Commercial Area Project. Prior archaeological evaluations (#24439 and 25453) have confirmed the presence of significant archaeological deposits at the Port that are associated with the Chetco Indian village of Tcet-xo (35CU42) initially documented in 1935. The site was determined eligible for the National Register of Historic Places in 2012.

The 2011 testing for the seawall work rediscovered archeological deposits associated with the Tcet-xo village and determined the site likely extends to the north under the adjacent asphalt surface. Additionally, a 2005 survey (#19795) to the north of the Commercial Area for a proposed sanitary force main project also determined the potential presence of archeological deposits under paved surfaced near the Port was high. Thus prior findings suggest archaeological materials may be present underneath the gravel and asphalt at of the proposed work areas.

The Port will, as it has in the past when working in Site 35CU42, employ a SHPO-approved archaeologist to oversee excavations within these culturally sensitive areas.

Precedence

The Port has in the recent past completed project tasks similar to that proposed for this mitigation in the Commercial, Boatyard and RV/Kite Field Areas. Dredging, excavation, embankment repair, pile and dock repair and replacement, paving and stormwater system repair/installation have all been performed in these Areas since 2011. All of these projects have been accomplished as fully permitted projects, in partnership with USACE, ODSL, NOAA/NMFA, ODFW, DLCD, ODEQ, SHPO, Local Tribes, Parks & Recreation. Some of these past projects have been under USACE as the Lead Agency, and some under FEMA/OEM.



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Thanks Mike and Anna, for your assistance.

Sincerely

Jack (John) Akin, MS, PE, IC, HMS, CAI
EMC-Engineers/Scientists, LLC

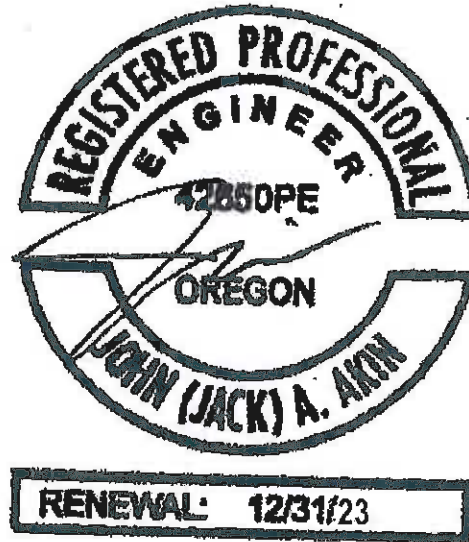


Exhibit A

Initial Budget to Stabilize, Repair, and
Upgrade the Basin 2 West Embankment

EXHIBIT A - REPAIR OF BASIN 2 WEST EMBANKMENT

Slope Repairs	LS Equipment Mohe/Demobe	\$/sf Excavation, Erosion Control	\$/cy Move, Mix, Place, Compact	\$/cy Purchase & Deliver Riprap	\$/cy Place Riprap	Fabric \$/sf
All Slopes- #304676	85000	2.25	130	65	35	0.25
Key Base Rock Purchase, Delivery and Placement	Volume of Base Rock, cy	Area of Erosion Controlled, sf	Volume Soil/cy	Volume Riprap cy	Area Fabric, sf	
96	1010	28700	1250	1911	32500	
Excavation and Erosion Control Total	Move, Mix and Compact Total	Riprap Purchase and Deliver Total	Riprap Placement Total	Fabric Total	Place Riprap Total	TOTAL BUDGET
64575	162500	124215	66885	8125	96960	608260

Engineering/Permitting	45000	Slope Repairs Total	653260
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Exhibit B

Initial Budget for providing stormwater control for the Commercial, Boatyard and RV/Kite Field Areas

EXHIBIT B - MITIGATION

Access & Work Areas	Coverage, sf	\$/cy Excavation, Grading	\$/sf Subgrade Compaction	\$/cy. Rock purchase, delivery and placement	\$/Ton Asphalt, Placed	\$/cy Concrete
Commercial Area	287113	20	0.5	50	125	150
Boatyard	104500	20	0.5	50	125	150
Kite Field RV Area	100200	20	0.5	50	125	150
\$/Specified Catch Basin, ea	\$/ft Curb & Gutter, Labor	Cut/Fill Volumes, cy	Volume of Sub-base and Base Rock, cy	Volume of Asphalt, Tons, 3" Thick	Length of Curb & Gutter, ft	12-30" SW Pipe Installed/ft.
4500	40	2883	3545	5742	1100	120
3500	40	550	1290	2090	1200	50
3500	40	1500	887	575	1500	50
SW Pipe Length, ft	No. Catch Basins	SW System Total	Grading Total	Sub-Grade Compaction Total	Aggregate Total	Asphalt Total
2000	8	276000	57660	143557	177230	717783
700	7	59500	11000	52250	64506	261250
500	2	32000	30000	50100	84367	71875
Curb & Gutter Total	TOTAL Pre-MOBE/DEMOBE Mitigation BUDGET Items	Total Equipment MOBE/DEMOBE Costs	Total Itemized Mitigation Costs	TOTAL Mitigation BUDGET	From EXHIBIT A, Embankment Repair	Total Construction Budget
51623	1423852	113908	1537760	2448805	653260	3102065
56316	504822	40386	545208			
70395	338737	27099	365836			
Engineering	75,000	Permitting	70000		TOTAL BUDGET	3247065

Exhibit C

Revised (from Exhibit A) Budget to
Stabilize, Repair, and Upgrade the Basin
2 West Embankment

EXHIBIT C - REPAIR OF BASIN 2 WEST EMBANKMENT: Revised to Accomodate Inflation

Slope Repairs	LS Equipment Move/Demobs	\$/sf Excavation, Erosion Control	\$/cy Move, Mix, Place, Compact	\$/cy Purchase & Deliver Riprap	\$/cy Place Riprap	Fabric \$/sf
All Slopes- #304676	92000	2.25	145	87	42	0.45
\$/cy Base Rock Purchase, Delivery and Placement	Volume of Base Rock, cy	Area of Erosion Controlled, sf	Volume Soil/cy	Volume Riprap, cy	Area Fabric, sf	
107	1010	28700	1250	1911	32500	
Excavation and Erosion Control Total	Move, Mix and Compact Total	Riprap Purchase and Deliver Total	Riprap Placement Total	Fabric Total	Base Rock Total	TOTAL BUDGET
64575	181250	166257	80262	14625	108070	707039

Slope Repairs Total	762039
55000	

Exhibit D

Revised (from Exhibit B) Budget for
Providing Stormwater control for the
Commercial, Boatyard and RV/Kite
Field Areas

EXHIBIT C - MITIGATION: Revised to Accomodate Inflation

Access & Work Areas	Coverage, sf	\$/cy Excavation, Grading	\$/sf Subgrade Compaction	\$/cy. Rock purchase, delivery and placement	\$/Ton Asphalt, Placed	\$/cy Concrete
Commercial Area	149500	20	0.5	50	125	150
Boatyard	75504	20	0.5	50	125	150
Kite Field RV Area	100200	20	0.5	50	125	150
\$/Specified Catch Basin, ea	\$/ft Curb & Gutter, Labor	Cut/Fill Volumes, cy	Volume of Sub-base and Base Rock, cy	Volume of Asphalt, Tons, 3" Thick	Length of Curb & Gutter, ft	12-30" SW Pipe Installed/ft.
4500	40	2883	1846	2990	1100	120
3500	40	550	932	1510	1200	50
3500	40	1500	887	575	1500	50
\$/Pipe Length, ft	No. Catch Basins	SW System Total	Grading Total	Sub-Grade Compaction Total	Aggregate Total	Asphalt Total
2000	8	276000	57660	74750	92284	373750
700	7	59500	11000	3752	46607	188760
500	2	32000	30000	50100	84367	71875
Curb & Gutter Total	TOTAL Pre-MOBE/DEMOBE Mitigation BUDGET Items	Total Equipment MOBE/DEMOBE Costs	Total Itemized Mitigation Costs	TOTAL Mitigation BUDGET	From EXHIBIT A, Embankment Repair	Total Construction Budget
51623	926067	74085	1000152	1797919	762039	2559958
56316	399935	31995	431930			
70395	338737	27099	365836			
Engineering	75,000	Permitting	70000		TOTAL BUDGET	2704958

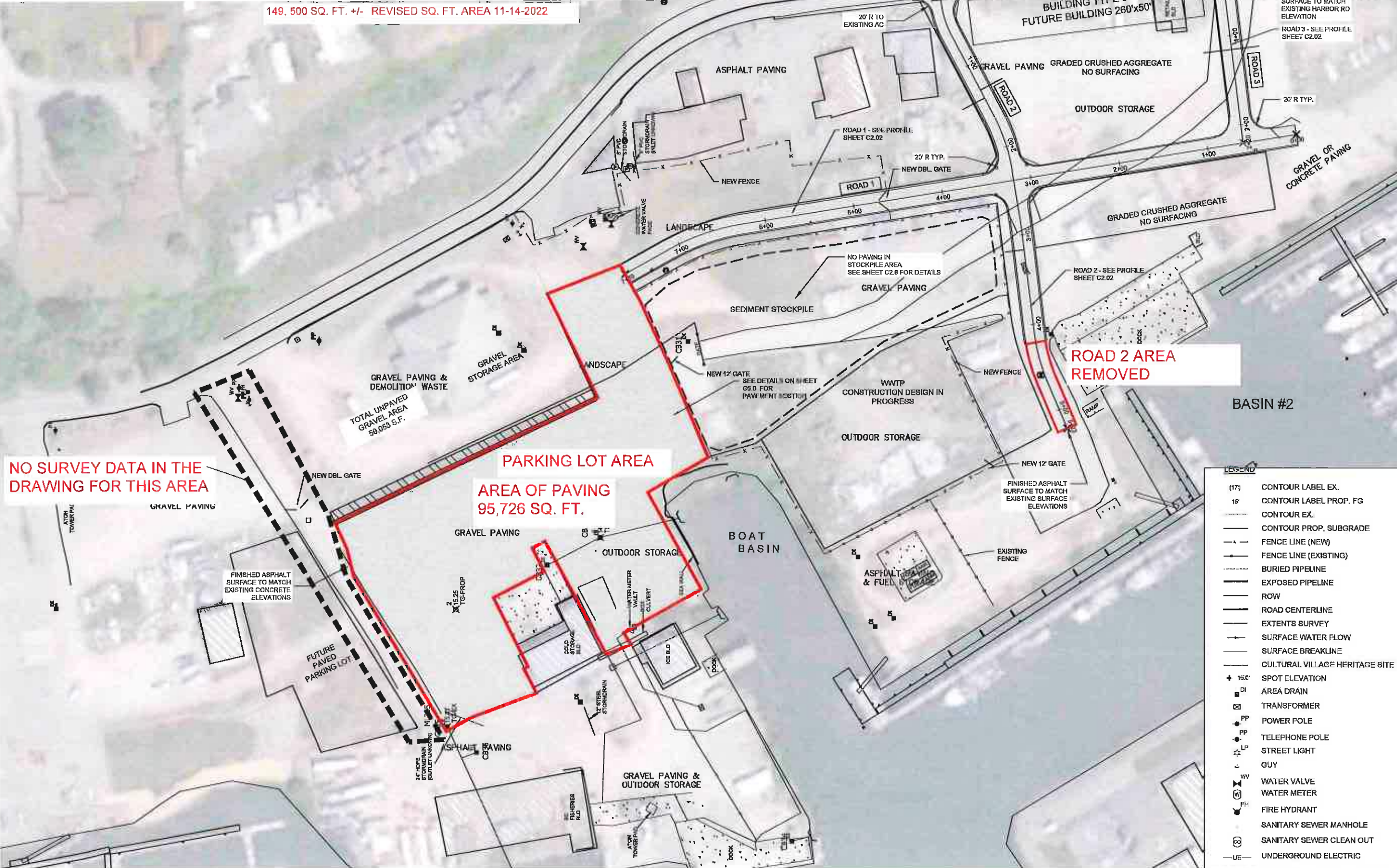
Exhibit E

Revised Engineered Drawing of
Proposed Commercial Area Mitigation

Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
ROAD 1 VOLUME	1.000	1.000	25771.39 Sq. Ft.	636.52 Cu. Yd.	70.28 Cu. Yd.	566.24 Cu. Yd.<Cut>
ROAD 2 VOLUME	1.000	1.000	16,239 SQ. FT. +/-	370.98 Cu. Yd.	227.61 Cu. Yd.	143.37 Cu. Yd.<Cut>
ROAD 3 VOLUME	1.000	1.000	11763.83 Sq. Ft.	229.25 Cu. Yd.	50.52 Cu. Yd.	178.74 Cu. Yd.<Cut>
PARKING LOT	1.000	1.000	95,728 SQ. FT. +/-			
Totals						

149,500 SQ. FT. +/- REVISED SQ. FT. AREA 11-14-2022



1 SITE PLAN
SCALE 1" = 50'

REVISIONS	BY:	DATE
	JA	

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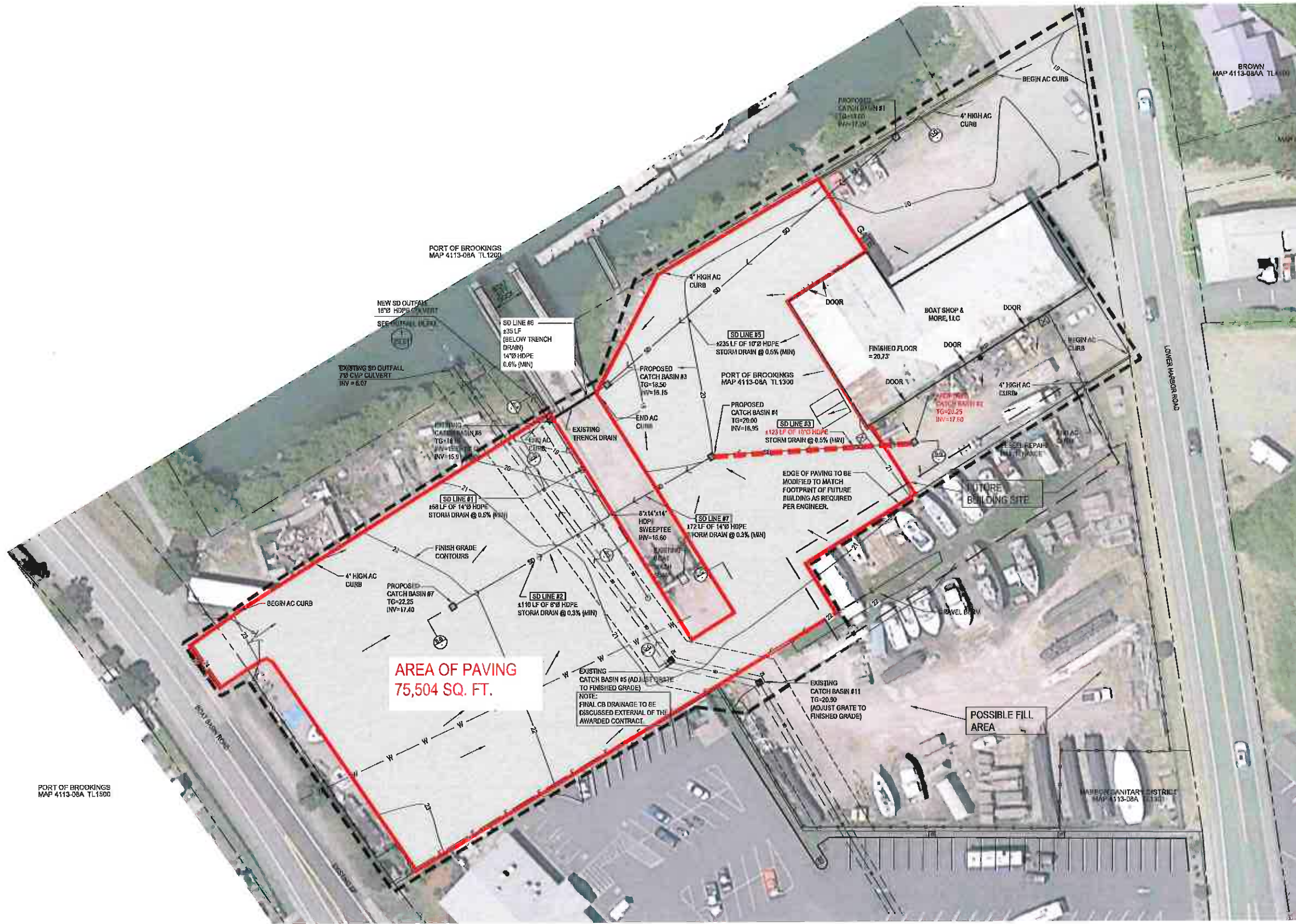
REGISTERED PROFESSIONAL ENGINEER
 42,850 P.E.
 OREGON
 JOHN L. JACKSON
 LICENSE NO. 12/21/20

PORT OF BROOKINGS HARBOR
 16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415
 COMMERCIAL ROADS AND STOCKPILE

DRAWN BY: CD/JW
 DATE: 14-NOV-2022
 JOB No: 022-2202
 SHEET No:
C2.01
 SITE PLAN

Exhibit F

Revised Engineered Drawing of
Proposed Boatyard Area Mitigation



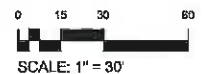
**AREA OF PAVING
75,504 SQ. FT.**

EXISTING CATCH BASIN #5 (ADJUST GRATE TO FINISHED GRADE)
NOTE: FINAL CB DRAINAGE TO BE DISCUSSED EXTERNAL OF THE AWARDED CONTRACT

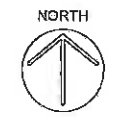
EXISTING CATCH BASIN #11 (ADJUST GRATE TO FINISHED GRADE)

POSSIBLE FILL AREA

LEGEND
— APPROX. DIRECTION OF DRAINAGE FLOW



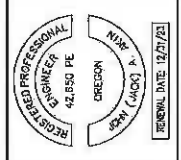
1 **STORMWATER CONVEYANCE**
SCALE: 1" = 30' (24/36)



REVISIONS	BY:

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 E-MAIL: info@emcsci.com

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 -Engineers/Scientists, LLC



PORT OF BROOKINGS HARBOR
 16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415
BOAT YARD PAVING

DRAWN BY: CD/JW
 DATE: 14 NOV 2022
 JOB No: 22-202201
 SHEET No:
C4.0
 STORMWATER CONVEYANCE

Exhibit G

Engineered Drawing of Proposed
RV/Kite Field Area Mitigation

GENERAL CONSTRUCTION NOTES

- WORK AND MATERIALS SHALL CONFORM TO THE PROVISIONS OF THE CURRENT "OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION", "ODOT AMERICAN PUBLIC WORKS ASSOCIATION (APWA)", UNLESS OTHERWISE COVERED BY THE SPECIFICATIONS WRITTEN FOR THIS PROJECT (IF APPLICABLE), OR THE WATER / SEWER STANDARDS AND SPECIFICATIONS OR THE "STANDARD DRAWINGS" OF CURRY COUNTY.
- IN THE EVENT OF CONFLICT IN REGULATIONS AND SPECIFICATIONS GOVERNING THIS PROJECT, THE ORDER OF PRECEDENCE IS AS FOLLOWS:
 - CONTRACT SPECIAL PROVISIONS;
 - CONSTRUCTION PLANS;
 - PORT OF BROOKINGS HARBOR STANDARDS AND SPECIFICATIONS;
 - GENERAL NOTES;
 - ODOT/APWA SPECIFICATIONS FOR CONSTRUCTION.
- ALL CONSTRUCTION SHALL BE SUBJECT TO INSPECTION AND COMPLIANCE WITH THE ABOVE APPLICABLE REGULATIONS AND SPECIFICATIONS.
- ALL CONTRACTORS AND SUBCONTRACTORS SHALL POSSESS A VALID STATE CONTRACTOR'S LICENSE PRIOR TO COMMENCING WORK ON THIS PROJECT. ALL CONTRACTORS AND SUBCONTRACTORS MUST ALSO BE CURRENTLY PREQUALIFIED WITH CURRY COUNTY FOR THE CLASS(ES) OF WORK REQUIRED PRIOR TO ANY CONSTRUCTION.
- A MANDATORY PRE-CONSTRUCTION CONFERENCE OF ALL PARTIES SHALL BE HELD PRIOR TO ANY CONSTRUCTION.
- THE PORT OF BROOKINGS HARBOR SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY STAGE OF CONSTRUCTION.
- THE ENGINEER DOES NOT GUARANTEE THE COMPLETENESS OR ACCURACY OF THE EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR FIELD VERIFYING ANY POTENTIAL UTILITY CONFLICTS BETWEEN EXISTING UNDERGROUND UTILITIES AND THE WORK SHOWN ON THESE PLANS. THIS INCLUDES BOTH POTENTIAL UTILITY CONFLICTS SHOWN ON THESE PLANS AND POTENTIAL UTILITY CONFLICTS NOT SHOWN ON THESE PLANS BUT EITHER LOCATED, FOUND OR MARKED IN THE FIELD. WHERE POTENTIAL CONFLICTS ARE FOUND, THE CONTRACTOR SHALL TAKE WHATEVER MEASURES ARE NEEDED (INCLUDING PRELIMINARY POT-HOLING OF THE UTILITIES AT THE POTENTIAL CONFLICT LOCATION) PRIOR TO WORK IN THE AREA TO ALLOW TIME FOR THE RESPONSIBLE AGENCY TO CORRECT THE CONFLICT (UNLESS OTHERWISE SPECIFIED ON THE PLANS). NO ADDITIONAL PAYMENT SHALL BE MADE FOR ANY EXPENSE THE CONTRACTOR MAY INCUR AS A RESULT OF HIS FAILURE TO ADEQUATELY EXPLORE, IN THE OPINION OF THE ENGINEER, POTENTIAL UTILITY CONFLICTS.
- THERE SHALL BE NO DEVIATION FROM THE APPROVED PLANS UNLESS REQUESTED IN WRITING BY CONTRACTOR AND APPROVED IN WRITING BY THE PORT OF BROOKINGS HARBOR.
- ALL UNDERGROUND UTILITIES AND SERVICE LATERALS ARE TO BE INSTALLED PRIOR TO CONSTRUCTION OF AC PAVING.
- CRUSHED ROCK BASE MATERIAL SHALL BE OBTAINED FROM A SOURCE APPROVED BY THE PORT OF BROOKINGS HARBOR.
- CRUSHED ROCK BASE MATERIAL SHALL COMPLY WITH APWA/ODOT SEC. 00841 AND SEC. 02830 AND SHALL BE PLACED IN MAXIMUM LIFTS OF (6) INCHES AND SHALL BE COMPACTED TO 100% OF MAXIMUM RELATIVE DENSITY AT OPTIMUM MOISTURE IN ACCORDANCE WITH AASHTO T-99 METHOD A WITH COURSE PARTIAL CORRECTION ACCORDING TO ODOT TM-223 PROCEDURE FOR THE DETERMINATION OF 100% RELATIVE MAXIMUM DENSITY OF GRANULAR MATERIALS.
- CLASS "B" TRENCH BACKFILL MATERIAL SHALL COMPLY WITH APWA/ODOT SEC. 00405.14 AND SHALL BE 3/4" CRUSHED ROCK UNDER PAVEMENT OR IN RIGHT-OF-WAY. BACKFILL MATERIAL SHALL BE PLACED IN MAXIMUM LIFTS OF 6" AND SHALL BE COMPACTED BY MECHANICAL MEANS TO 95% OF MAXIMUM RELATIVE DENSITY AT OPTIMUM MOISTURE IN ACCORDANCE WITH AASHTO T-99 METHOD D PROCEDURE FOR THE DETERMINATION OF 95% RELATIVE MAXIMUM DENSITY OF GRANULAR MATERIALS.
- UNLESS NOTED OTHERWISE, THE SAMPLING AND TESTING OF MATERIALS FOR USE ON THE JOBSITE SHALL BE AT THE EXPENSE OF THE CONTRACTOR. ALL TESTING OF MATERIALS AND WORKMANSHIP SHALL BE PERFORMED BY A CERTIFIED TESTER. RESULTS OF THE TESTS SHALL BE SENT DIRECTLY TO THE PORT OF BROOKINGS HARBOR AS WELL AS THE CONTRACTOR, BY THE LABORATORY. LOCATION AND FREQUENCY OF TESTS SHALL BE DESIGNATED BY THE PORT OF BROOKINGS HARBOR AND COORDINATED BY THE CONTRACTOR.
- CLASS "A" TRENCH BACKFILL MATERIAL SHALL BE APPROVED NATIVE MATERIAL PER ODOT/APWA SPECS. SEC. 00405.14 FOR ALL AREAS OUTSIDE OF TRAFFIC AREAS AND THE RIGHT-OF-WAY. BACKFILL MATERIAL SHALL BE PLACED IN MAXIMUM LIFTS OF SIX (6) INCHES AND SHALL BE COMPACTED BY MECHANICAL MEANS TO 75% OF MAXIMUM RELATIVE DENSITY AND OPTIMUM MOISTURE IN ACCORDANCE WITH AASHTO T-99 METHOD D PROCEDURE FOR THE DETERMINATION OF 95% RELATIVE MAXIMUM DENSITY OF GRANULAR MATERIALS.
- ASPHALTIC CONCRETE PAVEMENT SHALL BE LEVEL 2, 1/2" DENSE GRADE MIX. MATERIALS AND WORKMANSHIP SHALL BE AS SPECIFIED IN SECTION 00744 OF THE ODOT/APWA SPECS. INSTALLATION SHALL BE IN ACCORDANCE WITH PORT OF BROOKINGS HARBOR STANDARD SPECIFICATIONS, AND TO THE CROSS-SECTION(S), GRADE AND LOCATIONS SHOWN ON THE APPROVED PLANS.
- CONSTRUCTION STAKING SHALL BE PROVIDED BY THE CONTRACTOR'S SURVEYOR, FOR EACH PHASE OF CONSTRUCTION. STAKES SHALL BE IN PLACE PRIOR TO COMMENCING CONSTRUCTION AND SHALL BE CONTINUOUSLY MAINTAINED BY THE CONTRACTOR UNTIL EACH PHASE OF CONSTRUCTION HAS BEEN COMPLETED AND INSPECTED. THE CONTRACTOR'S SURVEYOR SHALL PERFORM THE CONTRACTOR RESPONSIBILITIES DESCRIBED IN THE CONSTRUCTION SURVEYING MANUAL FOR CONTRACTORS, CHAPTER 1.8 (SEC. 00305).
- A COPY OF THE APPROVED PLANS, SPECIFICATIONS AND STANDARD DRAWINGS SHALL BE ON THE JOBSITE AT ALL TIMES WHILE THE WORK IS IN PROGRESS.
- STREET NAMES, SIGNS, STOP BARS AND STOP SIGNS SHALL BE INSTALLED BY PORT OF BROOKINGS HARBOR. SIGN SLEEVES TO BE SUPPLIED AND INSTALLED BY THE CONTRACTOR.
- ALL MATERIAL REMAINING AFTER BACKFILLING OPERATIONS HAVE BEEN COMPLETED SHALL BE DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED OF BY THE PORT OF BROOKINGS HARBOR AND THE ENGINEER.
- PRIOR TO FINAL ACCEPTANCE, THE PORT OF BROOKINGS HARBOR SHALL CERTIFY THAT ALL IMPROVEMENTS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.
- IF THE CONTRACTOR WISHES TO USE WATER FROM THE PORT OF BROOKINGS WATER DISTRIBUTION SYSTEM, CONTRACTOR SHALL MAKE USE OF A BULK WATER STATION IF AVAILABLE. AS AN OPTION, THE CONTRACTOR MAY APPLY FOR A HYDRANT METER PERMIT THROUGH HARBOR WATER DISTRICT.
- CONTRACTOR SHALL NOT USE THE PUBLIC RIGHT-OF-WAY FOR LONG TERM STAGING OR MATERIAL STORAGE WITHOUT PRIOR APPROVAL. WORK AREA FOR STORAGE OF PROJECT MATERIALS AND EQUIPMENT THAT WILL BE USED DURING THAT DAY; HOWEVER, AT THE END OF THE DAY, THE WORK SITE SHALL BE CLEANED UP TO THE SATISFACTION OF THE ENGINEER. DISPOSAL OF MATERIALS IS NOT PERMITTED WITHIN THE PUBLIC RIGHT-OF-WAY.
- THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR DISPOSAL SITES OUTSIDE OF THE RIGHT-OF-WAY. SHALL PAY ANY AND ALL COSTS INVOLVED, AND SHALL FURNISH THE PORT OF BROOKINGS HARBOR WITH ALL REQUIRED PERMITS AND DISPOSAL SITE AGREEMENTS.
- THE CONTRACTOR SHALL DESIGNATE AN EMERGENCY CONTACT PERSON THAT WILL HANDLE AFTER-HOURS ISSUES RELATED TO THE PROJECT, AND SHALL PROVIDE EMERGENCY CONTACT TELEPHONE NUMBERS TO THE PORT OF BROOKINGS HARBOR.
- ALL MATERIALS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE SHOWN ON THE PLANS OR LISTED IN THE CONTRACT SPECIFICATIONS.
- ALL GRADES SHOWN ON THE PLANS SHALL BE SUBJECT TO ADJUSTMENT IN THE FIELD BY THE ENGINEER (IN ACCORDANCE WITH THE PROJECT SURVEYOR).
- THE CONTRACTOR SHALL CONTACT THE PORT OF BROOKINGS HARBOR 24 HOURS IN ADVANCE OF ANY EXCAVATION NEAR THE COUNTY OR PORT FACILITIES. CONTACT THE PORT OF BROOKINGS HARBOR IF ANY UNALLOCATED FACILITIES ARE DISCOVERED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY CURRY COUNTY 24 HOURS IN ADVANCE OF ANY EXCAVATION OR CONSTRUCTION ACTIVITIES.

PORT OF BROOKINGS - HARBOR BEACHFRONT RV PARK EXPANSION

PROJECT DESCRIPTION
TITLE: BEACHFRONT RV PARK EXPANSION
REFERENCE: 116
LOCATION: BOAT BASIN ROAD
TAX LOT(S): 1400, 401

PROJECT NOTES

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

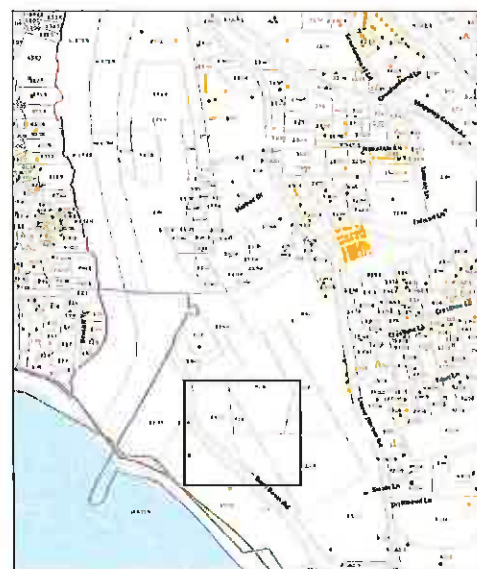
EXISTING TREE CANOPY
 THERE ARE NO EXISTING TREES ON THE SUBJECT PROPERTY

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

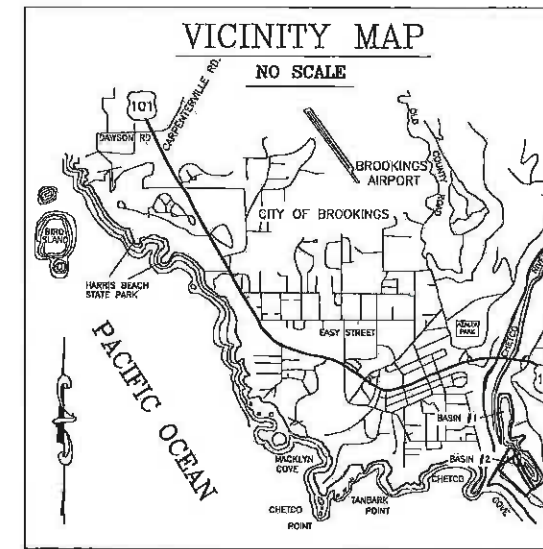
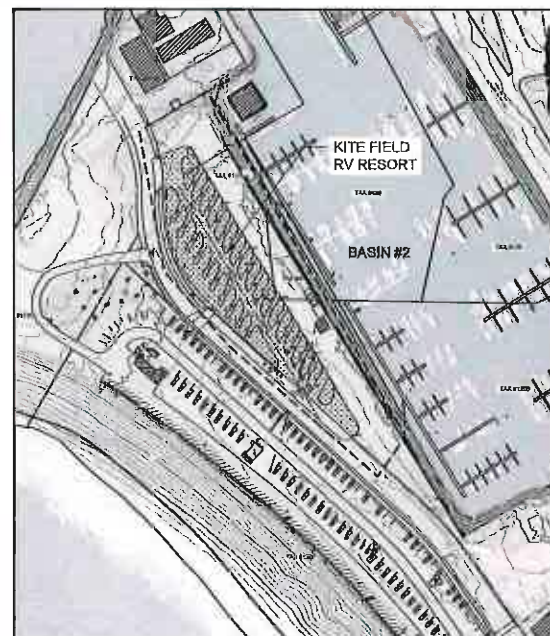
PUBLIC SERVICES
 PUBLIC UTILITY SERVICES, INCLUDING WATER, SEWER, STORM DRAINAGE, POWER, TELEPHONE, CABLE INTERNET, AND GAS ARE AVAILABLE TO THE SUBJECT PROPERTY.

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

ASSESSOR MAP (NO SCALE)



PROJECT OVERVIEW SCALE 1" = 200'



SURVEYOR
 ROBERTS & ASSOCIATES LAND SURVEYING, INC.
 611 SPRUCE STREET
 BROOKINGS, OR 97415
 (541) 469-0192
 CONTACT: RICH ROBERTS

PROJECT ENGINEER
 EMC ENGINEERS / SCIENTISTS
 450 CONESTOGA DRIVE
 JACKSONVILLE, OR 97630
 (541) 251-9929
 CONTACT: JACK AIGN, P.E.

HORIZONTAL DATUM OREGON COAST ZONE
VERTICAL DATUM MEAN LOWER LOW WATER EPOCH 1983-2001

OREGON COORDINATE REFERENCE SYSTEM (OREGON COAST ZONE) AS DEFINED IN OREGON ADMINISTRATIVE RULES 734-025-0005 THRU 734-025-0015. COORDINATES WERE CONSTRAINED TO THE OREGON REAL-TIME (CRS) REFERENCE NETWORK (ORGN) REFERENCED TO NAD 83(2011) EPOCH 2010, INTERNATIONAL FEET, WITH A RELATIVE ACCURACY OF <2cm.

BENCH MARK UTILIZED FOR THIS SURVEY US ARMY CORPS OF ENGINEERS BENCH MARK - "FUEL 2" ELEVATION - 21.85 FEET

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

AGENCY	APPROVED BY	DATE
POWER	COOS-CURRY ELECTRIC	
DOMESTIC WATER	HARBOR WATER DISTRICT	
SANITARY SEWER	HARBOR SANITARY	
STORM DRAINAGE	CURRY COUNTY	
STREETS	CURRY COUNTY	
ENGINEERING	PORT OF BROOKINGS HARBOR	

DATE	SET	DESCRIPTION	REVIEW & APPROVED BY ENGINEER
05/27/2022		PRELIMINARY - REV. REVIEW 90% SUBMITTAL	
08/01/2022		CONSTRUCTION DOCUMENTS SUBMITTAL SET	
07/15/2022	X	CONSTRUCTION DOCUMENTS SUBMITTAL SET	
		RECORD DRAWINGS	

CONSTRUCTION AUTHORIZED TO PROCEED IN ACCORDANCE WITH APPROVED PLANS WHEN ALL PERMITS HAVE BEEN ISSUED AND PRE-CONSTRUCTION MEETING HAS CONCLUDED.

BY _____ TITLE _____ DATE _____

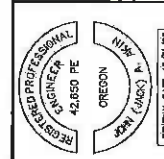
SHEET INDEX

C0.1 COVER SHEET - GENERAL NOTES	C4.0 RV STANDARD DETAILS
C0.2 GENERAL NOTES	C4.1 UTILITY DETAILS
C1.1 EXISTING CONDITIONS	C4.2 UTILITY DETAILS
C2.0 DEMOLITION & CLEARING PLAN	C4.3 UTILITY DETAILS
C2.1 INITIAL GRADING PLAN	C4.4 UTILITY DETAILS
C3.0 FINAL GRADING PLAN	
C3.1 SITE PLAN	
C3.2 STAKING PLAN	
C3.3 UTILITY PLAN	
C3.3A ALTERNATE PLAN	

CALL BEFORE YOU DIG!

REVISIONS	BY:	DATE:

Grant Pass • Jacksonville • Medford, OR
 1777 Office 1467 William Hwy., Suite 216 Grants Pass, OR 97527
 Phone: 541-854-4444 • Fax: 541-854-4499 • Email: info@emcsc.com
<http://www.emcsc.com>
 -Engineers/Scientists, LLC

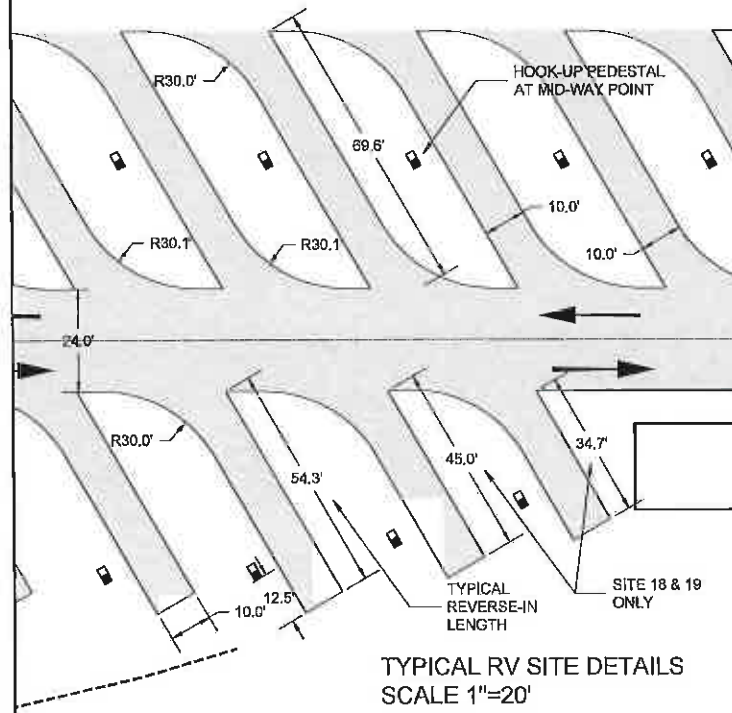


PORT OF BROOKINGS HARBOR
 16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415
BEACHFRONT RV PARK EXPANSION

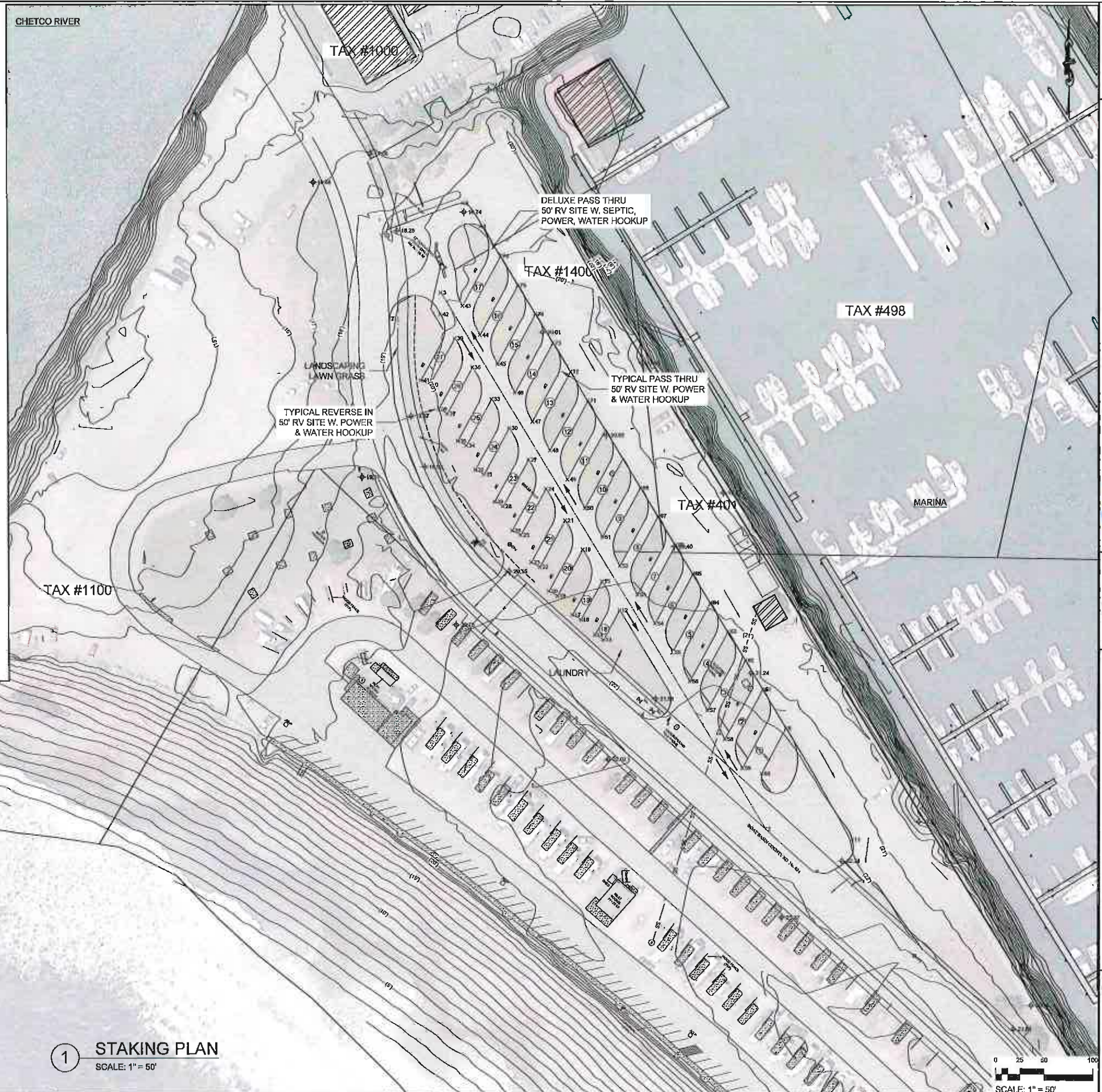
DRAWN BY: CDJW
 DATE: 15 JULY 2022
 JOB No: 22-202204
 SHEET No:
C0.1
 COVER SHEET

Point #	Elevation	Northing	Easting	Description
2		224906.69	383131.36	STAKE
3		225457.18	382787.11	STAKE
4		225024.01	383000.39	STAKE
5		224862.50	383181.11	STAKE
6		225010.00	383152.48	STAKE
7		225430.39	382743.88	STAKE
8		225525.25	382838.45	STAKE
9		225549.07	382820.37	STAKE
10		225515.88	382736.57	STAKE
11		224895.69	383221.12	STAKE
12		225130.99	382981.12	STAKE
13		225100.60	382964.44	STAKE
14		225105.42	382955.67	STAKE
15		225180.80	382963.02	STAKE
16		225121.33	382941.51	STAKE
17		225126.11	382932.73	STAKE
18		225193.37	382943.24	STAKE
19		225145.89	382917.26	STAKE
20		225150.48	382908.48	STAKE
21		225223.17	382925.15	STAKE
22		225175.34	382899.08	STAKE
23		225180.13	382890.30	STAKE
24		225255.74	382905.37	STAKE
25		225208.07	382878.38	STAKE
26		225212.85	382870.61	STAKE
27		225285.54	382887.28	STAKE
28		225237.71	382861.21	STAKE
29		225242.50	382852.43	STAKE
30		225318.11	382857.50	STAKE
31		225270.44	382841.52	STAKE
32		225275.22	382832.74	STAKE
33		225347.82	382849.40	STAKE
34		225300.09	382823.34	STAKE
35		225304.87	382814.56	STAKE
36		225380.49	382829.63	STAKE
37		225332.81	382803.65	STAKE
38		225337.60	382794.87	STAKE
39		225410.29	382811.53	STAKE
40		225362.48	382785.47	STAKE
41		225367.24	382776.69	STAKE

Point #	Elevation	Northing	Easting	Description
42		225434.01	382785.58	STAKE
43		225443.54	382818.44	STAKE
44		225413.76	382837.50	STAKE
45		225364.13	382855.50	STAKE
46		225354.48	382873.51	STAKE
47		225324.84	382891.51	STAKE
48		225295.19	382909.51	STAKE
49		225285.54	382927.51	STAKE
50		225235.89	382945.51	STAKE
51		225205.24	382963.51	STAKE
52		225178.59	382981.51	STAKE
53		225148.95	382999.51	STAKE
54		225117.30	383017.51	STAKE
55		225087.65	383035.51	STAKE
56		225058.00	383053.51	STAKE
57		225028.35	383071.51	STAKE
58		224998.71	383089.51	STAKE
59		224969.08	383107.51	STAKE
60		224939.39	383125.51	STAKE
61		225050.03	383128.74	STAKE
62		225079.68	383110.74	STAKE
63		225109.32	383092.74	STAKE
64		225138.97	383074.74	STAKE
65		225168.62	383056.74	STAKE
66		225198.27	383038.74	STAKE
67		225227.92	383020.74	STAKE
68		225257.57	383002.74	STAKE
69		225287.21	382984.74	STAKE
70		225316.85	382966.74	STAKE
71		225346.51	382948.74	STAKE
72		225376.16	382930.74	STAKE
73		225405.82	382912.60	STAKE
74		225435.03	382894.51	STAKE
75		225464.68	382876.48	STAKE
76		225494.75	382858.73	STAKE



TYPICAL RV SITE DETAILS
SCALE 1"=20'



1 STAKING PLAN
SCALE: 1" = 50'

REVISIONS	BY:

Grants Pass • Jacksonville • Medford, OR
 1000 NE 10th Street, Suite 210, Grants Pass, OR 97527
 1000 NE 10th Street, Suite 210, Jacksonville, OR 97208
 1000 NE 10th Street, Suite 210, Medford, OR 97504
 Phone: 541-846-4646 • Fax: 541-846-4646 • Email: info@emcinc.com

EMC
 Engineers/Scientists, LLC

REGISTERED PROFESSIONAL
 ENGINEER
 42,000 PE
 OREGON
 NEW 1/1/2021
 RENEWAL DATE 12/31/23

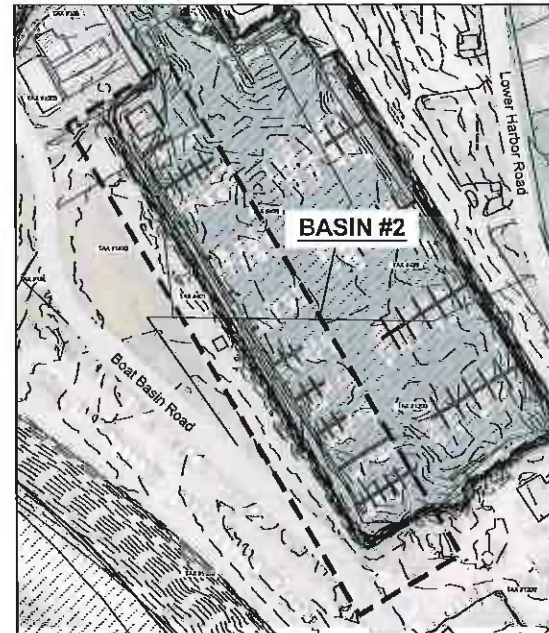
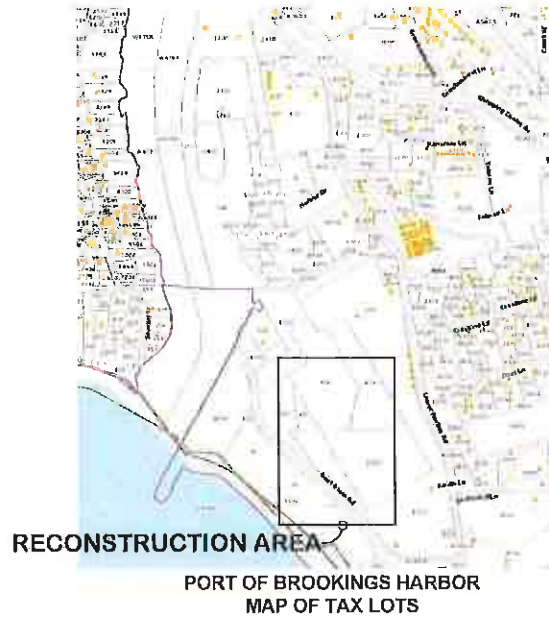
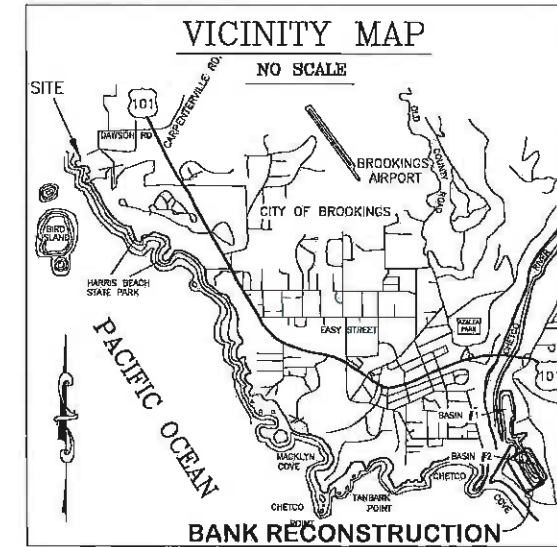
PORT OF BROOKINGS HARBOR
 16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415
BEACHFRONT RV PARK EXPANSION

DRAWN BY: CD/JW
 DATE: 15 JULY 2022
 JOB No: 22-202204
 SHEET No:
C3.2
 STAKING PLAN

Exhibit H

Engineered Drawing Embankment
Mitigation

PORT OF BROOKINGS - HARBOR EMBANKMENT ROCK RECONSTRUCTION



PROJECT NOTES

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

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

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

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

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

GENERAL GRADING NOTES

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

PROJECT ENGINEER
EMC ENGINEERS / SCIENTISTS
450 CONESTOGA DRIVE
JACKSONVILLE, OR 97530
(541) 281-9929
CONTACT: JACK AKIN, P.E.

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

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

SHEET INDEX

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



CONSTRUCTION AUTHORIZED TO PROCEED IN ACCORDANCE WITH APPROVED PLANS WHEN ALL PERMITS HAVE BEEN ISSUED AND PRE-CONSTRUCTION MEETING HAS CONCLUDED.

BY _____ TITLE _____ DATE _____

LEGEND

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

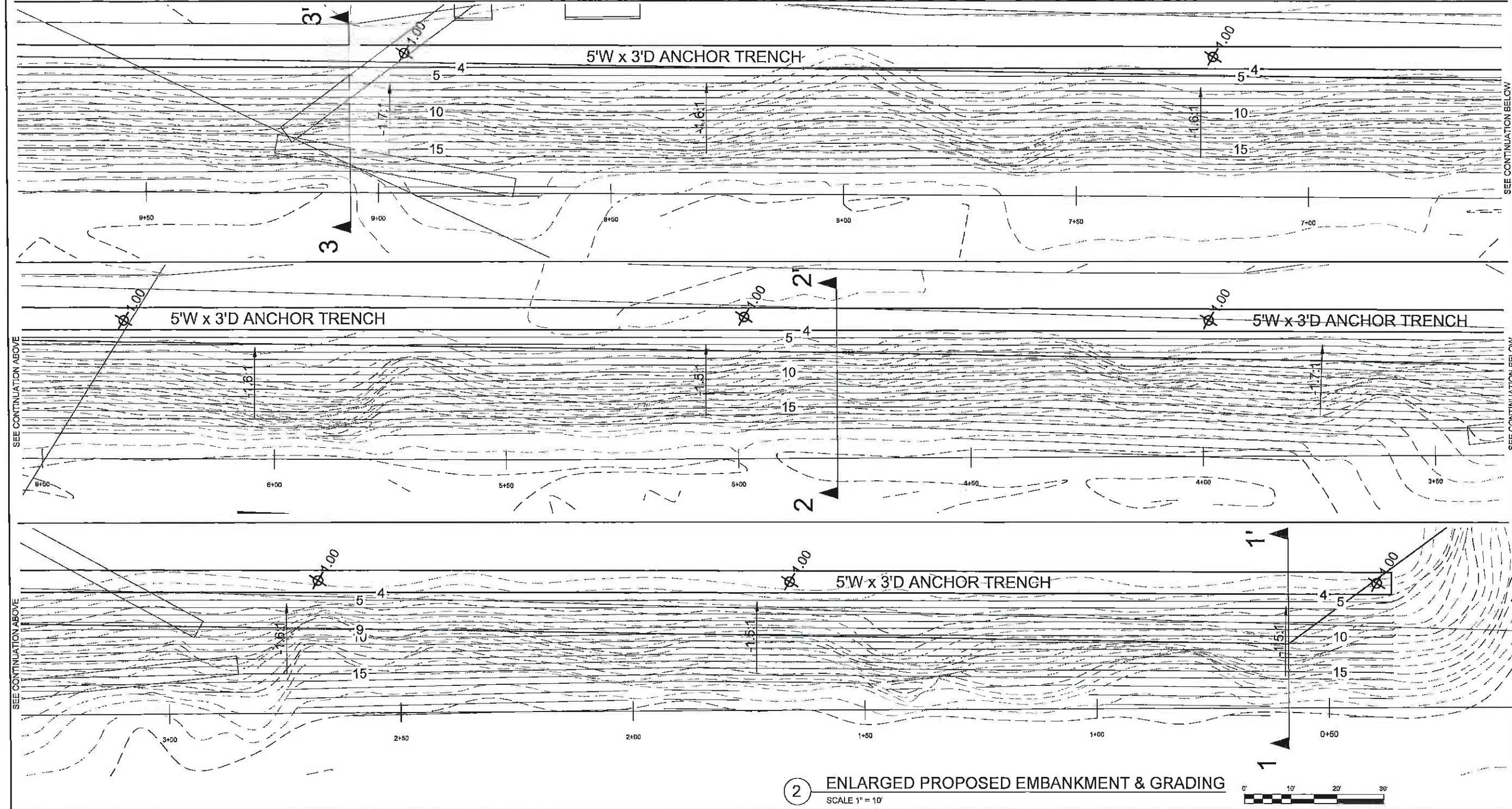
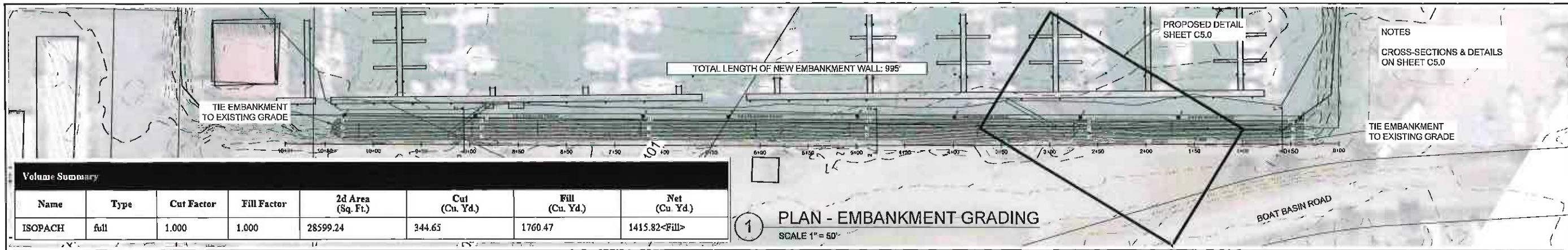
REVISIONS	BY:	

Grants Pass • Jacksonville • Medford, OR
 Grants Pass Office: 530 Commercial Dr., Grants Pass, OR 97526
 Phone: 541-744-4444 • Fax: 541-744-4444
 Website: <http://www.emc-engineers.com>
 Engineers/Scientists, LLC



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

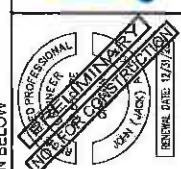
DRAWN BY: CDJ/JW
 DATE: 4 MAY 2022
 JOB No: 22-202203
 SHEET No:
C1.0
 COVER SHEET



REVISIONS	BY:

Grants Pass • Jacksonville • Medford, OR
 2700 Office 1807 Williams Hwy • Suite 210, Grants Pass, OR 97527
 Phone: 541-744-4434 • Cell: 541-348-8989 • Fax: 541-271-4488
 email: info@emciscientists.com • http://www.emciscientists.com

EMCI
 Engineers/Scientists, LLC



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

DRAWN BY: CD/JW
 DATE: 4 MAY 2022
 JOB No: 22-202203
 SHEET No:
C4.0
 PROPOSED EMBANKMENT

INFORMATION ITEM – B

DATE: December 21, 2022
RE: RV Park Project Update
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Acting Port Manager

OVERVIEW

- Contract and change order with McLennan Excavation for the Beachfront RV Park Improvement Project was approved and executed on October 20, 2021, and May 6, 2022, respectively.
- Two payments have been made to McLennan Excavation: Payment #1 of \$83,141.87 was on May 12, 2022, after receiving board approval to issue payment on May 6, 2022. Payment No. 2 for \$106,654.12 was made on August 17, 2022, after receiving board approval to issue payment on August 8, 2022.
- Crow/Clay Associates received third payment request from McLennan Excavation for work performed August 1, 2022 through October 28, 2022.
- Port has received BOLI Payroll Wage Reports and verified accuracy.
- November 16, Board approved McLennan Excavation progress payment for work performed August 1 – October 29, 2022.
- November 21, Crow Clay & Associates completed a site observation.
- December 12, opening sites to take reservations after March 1, 2023.

DOCUMENTS

- Site Observation Report #1, 1 page



SITE OBSERVATION REPORT #1

DATE: 11-21-2022

PROJECT: Port of Brookings-Harbor RV Park

PROJECT No.: 19005

TIME: 1:00PM

CONDITIONS: CLEAR, SLIGHT BREEZE

OBSERVATIONS / NOTES:

1. Some existing cable boxes are located in the middle of future RV Sites. It was determined that the intent of the drawings is to leave the cable connections in their original locations. The contractor has been directed to install the existing cable connections in traffic-rated boxes with lids that are flush with the surrounding surface.
2. Sites 1-22 have been laid out according to plan and the contractor has verified that the spaces will fit on site as designed without complication.
3. A new location was chosen for the transformer box that is to be relocated. If the power line cannot be pulled, the contractor will attempt to shear the cable in an effort to leave as much conduit in place as is reasonable. The contractor will attempt to clean out the existing conduit, as needed.
4. The County has required the GC to have a licensed Plumber do all work above ground unless the Port of Brookings would like to participate in the installation. The contractor has a plan to employ a plumber.
5. The new Broadlink conduit will be placed in the existing open ditch 1'-0" above the electrical lines. An agreement will be reached with Broadlink to ensure that The Port of Brookings isn't taking on any unnecessary liability.

Timothy A. Lambson
Principal Architect

INFORMATION ITEM – C

DATE: December 21, 2022
RE: Letters from C.J. Huntsman, CPA, P.C.
TO: Travis Webster, Acting Port Manager
ISSUED BY: Kim Boom, Director of Finance and Accounting

OVERVIEW

- Port audits must be reviewed by Certified Public Accountant (CPA) and approved by the Board, then submitted to State of Oregon by December 31st every year.
- Annual Financial Report for fiscal year 2021-22 was completed and approved by the Board on November 30, 2022.
- Professional standards require letters from the Auditor to the Board to communicate any material weaknesses, significant audit findings and other matters.

DOCUMENTS

- Communication of No Material Weakness, 1 page
- Communications with Those Charged with Governance at the Conclusion of the Audit, 3 pages

C. J. Huntsman, CPA, P.C.

Constance J. Huntsman
Certified Public Accountant
Admin@huntsmancpa.net

P.O. Box 569
Coos Bay, OR 97420
541-808-3080

Memberships
American Institute of CPA's
Oregon Society of CPA's

Communication of No Material Weaknesses

November 30, 2022

To Management and the Board of Commissioners
Port of Brookings Harbor
P.O. Box 848
Brookings, OR 97415

In planning and performing my audit of the modified cash basis method of accounting financial statements of the governmental activities and each major fund of the Port of Brookings Harbor, Oregon, as of and for the year ended June 30, 2022, in accordance with auditing standards generally accepted in the United States of America, I considered the Port of Brookings Harbor, Oregon's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing my opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Port of Brookings Harbor, Oregon's internal control. Accordingly, I do not express an opinion on the effectiveness of the Port of Brookings Harbor, Oregon's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

My consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations during my audit, I did not identify any deficiencies in internal control that I consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

This communication is intended solely for the information and use of the Board of Commissioners and management of the Port of Brookings Harbor, Oregon, and is not intended to be, and should not be, used by anyone other than these specified parties.


Constance J. Huntsman, CPA

C. J. Huntsman, CPA, P.C.

Constance J. Huntsman
Certified Public Accountant
Admin@huntsmancpa.net

P.O. Box 569
Coos Bay, OR 97420
541-808-3080

Memberships
American Institute of CPA's
Oregon Society of CPA's

Communications with Those Charged with Governance at the Conclusion of the Audit

November 30, 2022

To Management and the Board of Commissioners
Port of Brookings Harbor, Oregon
P.O. Box 848
Brookings, OR 97415

I have audited the modified cash basis financial statements of the governmental activities and each major fund of the Port of Brookings Harbor, Oregon, for the year ended June 30, 2022. Professional standards require that I provide you with information about my responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of my audit. I have communicated such information in my letter to you dated April 1, 2022. Professional standards also require that I communicate to you the following information related to my audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Port of Brookings Harbor, Oregon, are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during the year ended June 30, 2022. As described in Note 1 in the financial statements, the Port of Brookings Harbor, Oregon, follows a modified cash basis of accounting for which only cash and items that involve the receipt or disbursement of cash during the fiscal year is recognized, except for the following modifications:

- (1) Interfund receivables and payables that arise from transactions and events involving cash are recognized.
- (2) Assets that normally convert to cash that arise from transactions and events involving cash are recognized.
- (3) Liabilities for cash (or cash equivalents) held on behalf of others, held in escrow, or received in advance of being earned or meeting eligibility requirements are recognized.

I noted no transactions entered into by the Port of Brookings Harbor, Oregon, during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The Port of Brookings Harbor, Oregon, reported no estimates in its annual financial report as a result of using the modified cash basis special purpose framework.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statement was in Note 1:

The government-wide financial statements are reported on a modified cash basis of accounting. The modified cash basis of accounting used is based on the recording of cash and cash equivalents, and changes therein, and only recognizes revenues, expenses, assets, and liabilities resulting from cash transactions, adjusted for modifications that have substantial support in generally accepted accounting principles. While there is no standard setting body that establishes accounting standards for the modified cash basis of accounting, both the Government Finance Officers Association (GFOA) and the American Institute of CPAs (AICPA) publish guidance and example materials used in preparing modified cash basis financial statements.

The Port used these application materials published by the GFOA and the AICPA in preparing these financial statements. Generally accepted accounting principles are defined by the Governmental Accounting Standards Board (GASB) through their pronouncements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

I encountered no significant difficulties in performing and completing my audit.

Corrected and Uncorrected Misstatements

Professional standards require me to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures, and corrected by management, were material, either individually or in the aggregate, to the Port of Brookings Harbor, Oregon's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to my satisfaction, that could be significant to the financial statements or the auditor's report. I am pleased to report that no such disagreements arose during the course of my audit.

Management Representations

I have requested certain representations from management that are included in the management representation letter dated November 30, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Port of Brookings Harbor, Oregon's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, my professional standards require the consulting accountant to check with me to determine that the consultant has all the relevant facts. A Financial Information and Analysis consultant, licensed as a CPA, prepared the Port of Brookings Harbor, Oregon's financial statements for audit. To my knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

I generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management and the Financial Information and Analysis consultant prior to engagement as the Port of Brookings Harbor, Oregon's auditor. However, these discussions occurred in the normal course of my professional relationship and my responses were not a condition to my retention.

Circumstances led to an Emphasis-of-Matter paragraph in my Independent Auditor's Report as follows:

I draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. My opinions are not modified with respect to this matter.

Other Matters

I was engaged to report on supplementary information which includes the supplemental schedule of property tax transactions – modified cash basis, schedule of long-term debt principal and interest transactions, schedules of future cash requirements for payment of long-term debt for the revenue bond series 2000, combined IFA notes payable, notes payable, RV park improvement note payable, and lease financing agreements. With respect to the supplementary information, I made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information was in accordance with the modified cash basis of accounting, and the information is appropriate and complete in relation to my audit of the financial statements. I compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

I was not engaged to report on the Introductory Section of the Port of Brookings Harbor, Oregon's annual financial report, which accompany the financial statements and the trend information since adoption of the modified cash basis of accounting. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, I do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of the Board of Commissioners and management of the Port of Brookings Harbor, Oregon, and is not intended to be, and should not be, used by anyone other than these specified parties.

Constance J. Huntsman, CPA

Constance J. Huntsman, CPA

INFORMATION ITEM – D

DATE: December 21, 2022
RE: Miss Stacey Update
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Acting Port Manager

OVERVIEW

- January 13, 2022, moorage terminated due to no insurance, no moorage agreement, no documentation, and no payment.
- January 21, 2022, Port requested documentation, current conditions survey, valid insurance, and signed moorage agreement.
- Survey was scheduled for February 25, 2022 but was canceled by moorage holder/boat owner.
- June 15, 2022, moorage for 2022 was approved, 2022-23 renewal will be determined by conditions of vessel.
- August 31, 2022, no survey has been done yet, and vessel was found to be leaking electrical AC/DC current into the water.
- September 21, 2022, Board decided to terminate moorage December 31, 2022, unless all requirements are met, which includes marine survey.
- September 22, October 3 and November 2, letters were sent to Mr. Schacht stating a survey must be submitted for approval by December 31, 2022.
- November 28, another letter was sent to Mr. Schacht stating moorage will be terminated and boat will be required to be removed from the Port of Brookings Harbor unless a survey is submitted by December 31, 2022.
- December 13, Rick called Travis. He has scheduled a survey for Jan 3rd, 2023, and has asked if he could have the extra time (3 days) past his renewal date. After we get the results of the survey then the Port can decide from there. He has full intentions to sell the boat and all the gear.

DOCUMENTS

- Miss Stacey Timeline, 12 pages
- September 22, November 2, & November 28, 2022 Letters sent to Mr. Schacht, 4 pages



Port of Brookings Harbor

16330 Lower Harbor Road / PO Box 848
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Phone (541) 469-2218
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www.portofbrookingsharbor.com

Board of Commissioners

Richard Heap, President
Joseph Speir, Vice-President
Sharon Hartung, Secretary/Treasurer
Kenneth Range
Larry Jonas

F/V: Miss Stacey Timeline, Summary of events since June 15, 2022 Board Meeting

On 1/21/2022 Gary and Travis met with Rick Schacht and Julie Tomlinson who had requested a renewal of their Moorage upon receiving their termination letter. Gary and Travis informed them that the following would be required before a renewal of Moorage would be considered or approved:

- Documentation on the vessel,
- Obtain valid insurance,
- Sign Moorage Agreement,
- Payment of the Moorage fees,
- Have a current conditions survey completed.**

On 6/15/2022, the Board of Commissioners approved Commercial Moorage for the current year (dates: 1/1/2022 through 12/31/2022). The Board also requested an update at a future meeting regarding the status of the vessel.

Regular meeting minutes (attached), reads:

Vessel Miss Stacey Moorage Renewal

Dehlinger reviewed the status of the vessel with the Board. The marine survey still has not been completed, and there is still a lien on the crab pots and crab permit.

A motion was made by Jonas and seconded by Speir to approve Miss Stacey Moorage agreement from January 1, 2022 to December 31, 2022. Update the Board at the November 2022 regular meeting on the status of the vessel for consideration on the next moorage agreement. The motion passed 5 – 0.

On 6/21/2022, a letter was sent to Rick stating that Moorage for 2022 was approved by the Board, and that renewal options for 2023 Moorage would be determined at the end of this year (2022) depending on the conditions of the vessel.

On 8/31/2022, Travis reached out to Rick by phone, to discuss the timeline for the upcoming Moorage renewal in 2023, survey requirements etc. Rick claimed that "he hasn't made money in 2 years, hasn't been able to fish in 2 years, and can't get a survey done until he has some money saved up". He claims that his "moorage, gear storage, fishing licenses, insurance, and other things" have consumed his savings and that he cannot get a survey done until he makes money.

Also, on 8/31/2022, certified electrician Gary Burton found that the Miss Stacey is leaking 5 amps into the water, and is also showing DC leakage, which means it likely has no usable zinc working on the boat.

On 9/7/2022, Travis contacted Rick and Julie, regarding the electrician's findings last week. Travis asked them to unplug the vessel, to check the vessel, and make the necessary repairs to resolve the electric issue. We did not receive any call back or notice that they did check the vessel.

On 9/21/2022, the Board of Commissioners decided that moorage of Miss Stacey be terminated unless all requirements for moorage for the Port of Brookings Harbor is met on January 1, 2023.

Regular meeting minutes (attached), reads:

Miss Stacey Update

Webster reviewed the vessels timeline with the Board, and the owner has informed Webster that he will not be doing the survey as requested. Hartung suggested that the survey be done or terminate the moorage. There was a discussion about the termination process.

A motion was made by Range and seconded by Jonas to approve moorage of Miss Stacey be terminated unless all requirements for moorage for the Port of Brookings Harbor is met on January 1, 2023. The motion passed 3 – 0.

On 9/22/22, a letter was sent to Rick stating the Board of Commissioners decided to terminate the Moorage for "Miss Stacey" unless a Marine Survey is completed and submitted to the Board for approval by December 31st, 2022 (as per the Moorage Requirements requested on 1/21/2022).

On 10/3/22, a second letter was sent to Rick stating the Board of Commissioners decided to terminate the Moorage for "Miss Stacey" unless a Marine Survey is completed and submitted to the Board for approval by December 31st, 2022 (as per the Moorage Requirements requested on 1/21/2022).

On 11/2/22, a third letter was sent to Rick stating the Board of Commissioners decided to terminate the Moorage for "Miss Stacey" unless a Marine Survey is completed and submitted to the Board for approval by December 31st, 2022 (as per the Moorage Requirements requested on 1/21/2022).

On 11/28/22, a fourth letter was sent to Rick stating the Board of Commissioners decided to terminate the Moorage for "Miss Stacey" unless a Marine Survey is completed and submitted to the Board for approval by December 31st, 2022 (as per the Moorage Requirements requested on 1/21/2022).

- **This letter also noted that if the Moorage is terminated, they will be required to remove the vessel from the Port of Brookings Harbor.**

On 12/3/22, Rick called Travis. He has scheduled a survey for Jan 3rd, 2023, and has asked if he could have the extra time (3 days) past his renewal date. After we get the results of the survey then the Port can decide from there. He has full intentions to sell the boat and all the gear.

**APPROVED MINUTES
BUDGET HEARING AND REGULAR MEETINGS OF THE BOARD OF COMMISSIONERS
PORT OF BROOKINGS HARBOR DISTRICT**

Wednesday, June 15, 2022

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

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

FISCAL YEAR 2022-23 BUDGET HEARING (ORS 294.430)

Commission President Richard Heap called the Budget Hearing Meeting of the Port of Brookings Harbor of Commissioners to order at 2:00pm.

1. Pledge of Allegiance

- All participants stated the Pledge of Allegiance

2. Call to Order

- **Commissioners Present:**
Joseph Speir, Vice-President (Pos. #1); Sharon Hartung Secretary/Treasurer (Pos. #2); Larry Jonas (Pos. #3); Richard Heap, President (Pos. #4) and Kenneth Range (Pos. #5).
- **Management and Staff:**
Gary Dehlinger, Port Manager; Travis Webster, Harbormaster; and Danielle King, Safety/Administrative

3. Public Comment – Audio time 0:01:43

- There were no public comments.

4. Action Items – Audio time 0:02:02

A. Resolution 2022-06 Adopting the 2022-23 Fiscal Year Budget, Making Appropriations and Levying and Categorizing the Tax

Heap explained this is a formal process to approve the budget. Dehlinger stated there were no changes from the budget committee. There was a question from the Board regarding the Port debt and the estimated dollar amount for fuel sales.

A Motion was made by Hartung and seconded by Speir to approve Resolution No. 2022-06 Adopting the 2022-2023 Fiscal Year Budget, making appropriations, and imposing and categorizing the tax. Motion passed 5 - 0.

5. Adjournment from Budget Hearing – Audio time 0:06:03

- Having no further business, the meeting adjourned at 2:05 pm

REGULAR MEETING – Audio time 0:06:08

1. CALL MEETING TO ORDER

Commission President Richard Heap called the Regular Meeting of the Port of Brookings Harbor of Commissioners to order at 2:05pm.

- **Commissioners Present:**
Joseph Speir, Vice-President (Pos. #1); Sharon Hartung Secretary/Treasurer (Pos. #2); Larry Jonas (Pos. #3); Richard Heap, President (Pos. #4) and Kenneth Range (Pos. #5).
- **Management and Staff:**
Gary Dehlinger, Port Manager; Travis Webster, Harbormaster; and Danielle King, Safety/Administrative.
- There was no modifications or additions to the agenda.
- There was no declaration of potential conflicts of interest.

2. APPROVAL OF AGENDA – Audio time 0:06:56

- A motion was made by Speir and seconded by Hartung to approve the agenda as written. The motion passed 5 – 0.

3. APPROVAL OF MEETING MINUTES – Audio time 0:07:25

- A. Approve Minutes of Budget Committee Meeting Tuesday May 10, 2022.
- B. Approve Minutes of Regular Commissioner Meeting Wednesday, May 18, 2022.

A Motion was made by Speir and seconded by Jonas to approve the meeting minutes for the Budget Committee Meeting Tuesday May 10 and the Regular Commissioner Meeting Wednesday May 18 as discussed. The motion passed 5 – 0.

4. PUBLIC COMMENTS – Audio time 0:08:10

- There was one public comment by Tony Parrish regarding Stout Mountain Railway location in the Port.

5. MANAGEMENT REPORTS – Audio time 0:14:36

- A. **May 2022 Safety & Security Report - Audio time 14:39**
King reported on staff safety training, incidents, accidents, security issues that happened for the month of May and upcoming events for June.
- B. **May 2022 Harbormaster Report - Audio time 0:16:58**
Webster reported on projects that were completed in the month of May in the RV Park, marina, and equipment services. There was a discussion among the Board and staff regarding the commercial basin restrooms door code being handed out and the vandalism happening in that bathroom.
- C. **May 2022 Financial & Manager Report - Audio time 0:26:16**
Dehlinger reported on the financials for the month of May. Dehlinger reviewed the status of the RV Park project, FEMA Projects, the condition of the Hallmark Dock, and the status of the boat yard warehouse. Since the start of cleaning up the boatyard 6 years ago we have demolished or sold 40 boats, and we finally demolished the last boat. Dehlinger also informed the board of the 4th of July activities being planned.

A motion was made by Jonas and seconded by Speir to approve the management reports. The motion passed 5 – 0.

6. ACTION ITEMS

- A. **Vessel and/or Trailer Storage Agreement – Audio time 0:37:43**
Dehlinger reviewed with the Board what items Port Counsel has added to the agreement. There was a question from the Board regarding why these boats aren't required to have insurance.

A motion was made by Speir and seconded by Range to approve draft vessel and/or trailer storage agreement for the boat and trailer storage area to be put into effect immediately. The motion passed 5 – 0.

- B. **Vessel Miss Stacey Moorage Renewal – Audio time 0:41:11**
Dehlinger reviewed the status of the vessel with the Board. The marine survey still has not been completed, and there is still a lien on the crab pots and crab permit.

A motion was made by Jonas and seconded by Speir to approve Miss Stacey Moorage agreement from January 1, 2022 to December 31, 2022. Update the Board at the November 2022 regular meeting on the status of the vessel for consideration on the next moorage agreement. The motion passed 5 – 0.

C. Charters and Guides Sign Agreement Form – Audio time 0:44:31

Dehlinger reviewed this would be for anyone who wants to be on the sign. There was a discussion among the Board and staff of the location of the signs, what sign concept the Board likes, and if they would like a “You are Here” map. The Board allowed public comment.

A motion was made by Heap and seconded by Hartung to approve proceeding with the sign concept design size without “You Are Here” map and locations as discussed and limit the number of signs to 24 individual signs. Sign locations at the RV Park, Boat Ramp and somewhere near the Port Office determined by the Port Manager. The motion passed 4 – 1. Yes: Jonas, Range, Hartung, & Heap. No: Speir.

7. INFORMATION ITEMS

A. BOEM Wind Energy Farm Off the Coast of Brookings Oregon, Presentation by Oregon Trawl Commission – Audio time 1:02:49

Yelena Nowak, Executive Director of Oregon Trawl Commission gave a presentation to the Board regarding BOEM Offshore Wind Energy Farm off the coast of Brookings Oregon, and the impacts this will have on our fishing fleet. Brad Pettinger, Vice Chair of Pacific Fishery Management Council, Leonard Krug President of Oregon Anglers Alliance and William Goergen Owner of Catalyst Seafood gave the Board their opinion on the Offshore Wind Energy Farm being presented by BOEM. Commissioner Heap informed the Board of his support for the Resolution being presented to the Board. Board agreed to have a Special Meeting the following week to approve the Resolution.

B. Pacific Seafood Request for Dock Hoist – Audio Time 2:04:52

Dehlinger informed the Board that the hoist is back in place, the yellow hoist is not used.

C. Zola’s on the Water Concrete Patio Outside Leased Premises – Audio Time 2:06:18

Dehlinger just wanted to inform the Board that Zola’s had poured concrete outside of their leased area, didn’t notify Port Management, and a letter has been sent to Zola’s regarding the violation. It was agreed upon the Board and Management that if another violation happens with Zola’s the next letter will come from Port Council terminating their lease.

D. Cable TV and Wi-Fi at Beachfront RV Park – Audio Time 2:09:26

Dehlinger asked for the opinion of the Board on Wi-Fi since the Wi-Fi service is not currently covering the whole park and the cable tv is becoming harder and harder to repair. Board agreed to invest in a Wi-Fi system.

E. USDA Civil Rights Compliance Review & Response – Audio Time 2:11:46

Dehlinger informed the Board there were some changes that needed to be made in the Port Office and RV Park Office to be compliant with USDA Civil Rights.

F. Boat Yard Building(s) and Port Office Proposal – Audio Time 2:13:21

Dehlinger asked for an open discussion regarding what is being proposed, then reviewed the proposal. There was a discussion regarding the loan, and how the money will be recovered. It was suggested to look into quotes for the warehouse building and investigate the other structures at a later date.

G. RV Park New Fence Dividers – Audio Time 2:33:49

Dehlinger informed the Board that the RV Park project does not include site dividers and are looking into new fence ideas, and asked for the Boards opinions or different suggestions.

H. Summer Food Dine-In Bus Route – Audio Time 2:38:10

Commissioner Hartung discussed the food dine-in bus program, the Board and Port Management didn't see an issue or liability with the bus being on Port property.

I. Travel Lift Ramp Sediment Impacts – Audio Time 2:41:09

Dehlinger informed the board that this issue has presented itself again and we can only haul out boats during high tide. Dehlinger has been in contact with the Curry County Roadmaster to discuss what the next steps are. The Board suggested having a meeting with the County Commissioners on how to fix this.

J. Beach Cam for Website – Audio Time 2:45:31

Dehlinger is suggesting a beach camera due to the survey's received back from the RV Park guests; it would be posted on the Beachfront RV Park website.

8. COMMISSIONER COMMENTS – Audio time 2:47:19

- Commissioner Heap commented that the budget looked great and was easy to read.

9. NEXT REGULAR MEETING DATE – Wednesday, July 20, 2022, at 2:00pm.

10. ADJOURNMENT – Audio time 2:47:56

Having no further business, the meeting adjourned at 4:47 pm.


 Richard Heap, President

7-26-2022
 Date Signed


 Sharon Hartung, Secretary/Treasurer

7-26-2022
 Date Signed

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



Port of Brookings Harbor

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Board of Commissioners

Richard Heap, President
Joseph Speir, Vice-President
Sharon Hartung, Secretary/Treasurer
Kenneth Range
Larry Jonas

Renewal Notice

June 21, 2022

Dear Rick,

On Wednesday, June 15th, the Board of Commissioners approved Commercial Moorage for the current year (January 1st, 2022, through December 31st, 2022), for the fishing vessel "Miss Stacey".

Enclosed you will find an invoice for 2022 Commercial Moorage and a Moorage License Agreement that needs to be completed and signed.

The following documentation must be provided if you would like to renew your slip:

1. **Moorage License Agreement (enclosed)** – completed and signed.
2. **2022 Commercial Fishing License.**

In accordance with Port Policy, all Moorage Agreements must be paid in full at the time of renewal.

If all required documentation and payment are not received within 30-days of this letter, your Moorage will be terminated.

Please note: the Board of Commissioners approved Commercial Moorage for the current year (2022); renewal options for 2023 will be determined at the end of this year, depending on the conditions of the vessel.

If you have any questions, please contact Port Manager Gary Dehlinger or Harbormaster Travis Webster.

Thank you,

April Sachanowski
Port of Brookings Harbor Office

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

Wednesday, September 21, 2022

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

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

1. CALL MEETING TO ORDER

Commission President Richard Heap called the Regular Meeting of the Port of Brookings Harbor of Commissioners to order at 2:00pm.

- **Port of Brookings Harbor Commissioners Present:**
Sharon Hartung Secretary/Treasurer (Pos. #2); Larry Jonas (Pos. #3); Richard Heap, President (Pos. #4); and Kenneth Range (Pos. #5). Joseph Speir, Vice-President (Pos. #1) was absent.
- **Port of Brookings Harbor Management and Staff:**
Travis Webster, Harbormaster; Danielle King, Safety/Administrative; and James Walker, Port Counsel.
- Webster requested to table Action Item D due to the quotes have not been received yet and table Action Item R. Webster requested to add Action Item S, Port Manager Search Update.
- There were no declarations of potential conflicts of interest.

2. APPROVAL OF AGENDA – Audio time 0:02:15

A motion was made by Jonas and seconded by Hartung to approve the agenda as modified. The motion passed 4 – 0.

3. APPROVAL OF MEETING MINUTES – Audio time 0:02:39

- A. Approve Minutes of Special Commissioner Meeting Tuesday August 9, 2022
- B. Approve Minutes of Special Commissioner Meeting Thursday August 11, 2022
- C. Approve Minutes of Regular Commission Meeting Wednesday August 17, 2022

A motion was made by Hartung and seconded by Jonas to approve the meeting minutes for August 9, 2022, August 11, 2022, and August 17, 2022. The motion passed 4 – 0.

4. PUBLIC COMMENTS – Audio time 0:03:16

There was one public comment by Dan Fraser regarding the Boat Shop & More Lease.

5. MANAGEMENT REPORTS / APPROVAL

- A. **August 2022 Safety, Security, & environmental Report – Audio time 0:04:41**
King reported on staff safety training, incidents, accidents, and security issues that happened for the month of August.
- B. **August 2022 Harbormaster Report – Audio time 0:05:26**
Webster reported on projects that were completed in the month of August in the RV Park, Marina, and equipment services. Reviewed with the Board that data was collected for the University of Oregon and Business Oregon to help increase funding in Oregon Ports, fraud alert at our Rogue account, and the safety alert to the new Port vehicles. The Board had further questions regarding the study through University of Oregon.
- C. **August 2022 Financial Report – Audio time 0:12:50**
Webster reviewed the financial report to the Board. Board allowed public comment.

A motion was made by Jonas and seconded by Hartung to approve the Management Reports for August 2022 as discussed. The motion passed 4 – 0.

6. ACTION ITEMS

A. Boat Shop & More Lease Amendment #1 – Audio time 0:17:16

Webster reminded the Board this was discussed in a previous meeting and reviewed item; the lease space has increased. There was a question from the Board if there is a penalty for early termination, and what if we did not approve the termination. Board allowed public comments.

A motion was made by Hartung and seconded by Heap to approve Boat Shop and More, LLC Commercial Lease Amendment No. 1. The motion passed 3 – 1. Yes: Jonas, Hartung & Heap. No: Range.

B. Resolution 2022-08 Adopting Best Management Practices – Audio time 0:25:46

Webster watched a demo of the dustless sandblasting and found it very useful for vessels, approving this Resolution it will allow for this operation to happen in the Boat Yard, then we will update the 1200Z permit. The Board had questions about how the dustless blasting works and the operations. Board allowed public comment.

A motion was made by Range and seconded by Hartung to approve Draft Resolution 2022-08 adopting Best Management Practices to update Section 1.2 Scraping and Sandblasting to include dustless blasting. The motion passed 4 – 0.

C. Boat Yard Rates – Audio time 0:33:34

Since the Port is now in charge of the Boat Yard Webster wants to review our rates. The Board agreed upon Yard days at \$1.50 per foot per day, 10% environmental service charge and \$20.00 a month for outrigger poles. Webster suggested a monthly yard rate. Board allowed public comment. There was discussion about the monthly yard rate.

A motion was made by Hartung and seconded by Range to approve added rates for yard days, environmental fee, pole storage, and clean up charges as discussed. Yard days vessels per foot per day at \$1.50 a foot, monthly rate \$.75 per foot, and environmental service charges 10% of the balance, and outrigger pole storage \$20.00 a month, and clean up charges port labor and materials per hour as the port labor and materials rate. The motion passed 4 – 0.

D. Boat Yard Clam Shelling – Audio time 0:49:46

Item was tabled.

E. EMC Engineer/Scientists, LLC Agreement Amendment #1 – Audio time 0:49:50

Webster explained this is an amendment to add an additional year, everything else is the same.

A motion was made by Hartung and seconded by Jonas to approve EMC Engineer/Scientists, LLC Professional Agreement Amendment No. 2. The motion passed 4 – 0.

F. Charter and Guide Boat Sign Installation – Audio time 0:51:18

Webster went over the quotes that were received to install the signs. Dave Lacey with Oregon Coast Association will be covering the cost of the signs to be installed. The Board asked about compliance with the new charter/fishing guide fee.

A motion was made by Range and seconded by Jonas to approve Art Signs Inc. to manufacture and install 3 charter and guide boats sign. Signs to include a small 4”x4” spot for credit logos. The motion passed 4 – 0.

- G. Delinquent Account Write Off Request Dylan Koster – Audio time 0:57:05**
Webster explained this is the motorhome that caught on fire and was left in our boat launch parking lot, this will send him to collections.

A motion was made by Jonas and seconded by Hartung to approve delinquent account write off for \$1,757.12 from accounts receivable and submit Dylan Koster's account amount of \$1,757.12 to the Port collection agency. The motion passed 4 – 0.

- H. Southern Oregon Credit Service Request for Small Claims Approval – Audio time 0:59:14**
Webster reviewed this is a remaining balance for moorage, this will be sent to litigation.

A motion was made by Jonas and seconded by Hartung to approve Southern Oregon Credit Services / Collect Northwest to proceed with litigation on Dennis Thomas for the remaining debt owed. The motion passed 4 – 0.

- I. Sale of Port Property – Audio time 1:00:20**
Heap reviewed item with the Board. Webster explained what the next steps would be if the Board wanted to move forward with the sale. Port Counsel recommended to approve the resolution so Webster can negotiate and bring the sale agreement back to the Board for approval. Board allowed public comment.

A motion was made by Range and seconded by Jonas to approve draft Resolution 2022-09, Authorizing the Harbormaster, or his designee to enter into negotiations with the Lloyd Whaley Trust Dated January 3, 2014, for the sale of property between Lower Harbor Road and Shopping Center Avenue, Brookings, Oregon. The motion passed 4 – 0.

- J. Closure of all Rogue Credit Union Accounts – Audio time 1:09:27**
Webster explained the account has experienced a fraudulent charge, the card was canceled and will only use the account through Umpqua bank.

A motion was made by Jonas and seconded by Hartung to close all Port of Brookings Harbor Rogue Credit Union Accounts, including Business Saving Account #4000030600, Business Ownership Account #4000030687, and Business Platinum Credit Card Account #6000189521. The motion passed 4 – 0.

- K. Umpqua Bank Account Access Authorization – Audio time 1:12:12**
Webster reviewed item with the Board.

A motion was made by Jonas and seconded by Hartung to approve Board President, Richard Heap, to sign Account Access Authorization Form for authorized agents Kim Boom and Travis Webster and to revoke authorized agent Gary Dehlinger for all Umpqua Bank checking and loan accounts. The motion passed 4 – 0.

- L. LGIP Authorized Bank Agents and Signers – Audio time 1:13:26**
Webster reviewed item with the Board.

A motion was made by Hartung and seconded by Jonas to approve removal of Gary Dehlinger as authorized agent for Port of Brookings Harbor LGIP account(s). Motion to approve retaining Joseph Speir, position #1, with authorization for the Port of Brookings Harbor LGIP account(s) with the following permission/s: View/Access pool account information and Open/Close pool account. Motion to approve retaining Sharon Hartung, position #2, with authorization for Port of Brookings Harbor LGIP account(s) with permissions to View/Access pool account information, Add/Remove ACH/wire/transfer instructions, Open/Close pool accounts, Receive paper statements. Motion to approve retaining Larry Jonas, position #3, with authorization for the Port of Brookings Harbor LGIP account(s) with the following permission/s: View/Access pool account information and Open/Close pool account. Motion to approve retaining Richard Heap, position #4, with authorization for the Port of Brookings

Harbor LGIP account(s) with the following permission/s: View/Access pool account information, Add/Remove ACH/wire/transfer instruction, Open/Close pool account. Motion to approve retaining Kenneth Range, position #5, with authorization for the Port of Brookings Harbor LGIP account(s) with the following permission/s: View/Access pool account information and Open/Close pool account. Motion to approve adding Travis Webster with authorization for Port of Brookings Harbor LGIP account(s) with permissions to View/Access pool account information, initiate transactions, Add/Remove ACH/wire/transfer instructions, Manage permissions. Motion to approve retaining Kimberley Boom with authorization for Port of Brookings Harbor LGIP account(s) with permissions to View/Access pool account information, initiate transactions, Add/Remove ACH/wire/transfer instructions, Manage permissions. The motion passed 4 – 0.

- M. **Agreement for disbursement of SLFRF Funds (Curry County)** – Audio time 1:17:44
Webster explained these funds are a disbursement of State and Local Fiscal Recovery Funds under the American Rescue Plan Act and suggested to talk with Port Counsel before spending any of the funds.

A motion was made by Hartung and seconded by Jonas to approve Curry County Agreement for Disbursement of State and Local Fiscal Recovery Funds (SLFRF). The motion passed 4 – 0.

- N. **Mobile Concession Rate** – Audio time 1:21:33
Webster informed the Board we currently do not have a rate for this and explained the proposed rate. Range agreed on setting a rate but believes the rate is low and construction is going on would like to look at the rate again in six months. The Board had questions about the locations of the mobile concession stand and who it applies to.

Commissioner Heap left meeting at 3:30PM.

Item was tabled until further notice.

- O. **Proposal for Coffee Stand in RV Park** – Audio time 1:37:34
Webster informed the Board that a proposal was received by the owners of Bell & Whistle Coffee Shop, Matt & Anna Powers. The proposed location is in the RV Park in a closed down site with full hookups. Due to winter and construction in the RV Park, Range suggested to look at the rates in 6 months. Public comment was allowed.

A motion was made by Range and seconded by Jonas to approve proposal for mobile coffee concession stand to be placed in the Beachfront RV Park in a site with full hookups and bring draft lease for approval at October's Regular Meeting the lease will be for \$250.00 per month for a period of 6 months. The motion passed 3 – 0.

- P. **Miss Stacey Update** – Audio time 1:43:24
Webster reviewed the vessels timeline with the Board, and the owner has informed Webster that he will not be doing the survey as requested. Hartung suggested that the survey be done or terminate the moorage. There was a discussion about the termination process.

A motion was made by Range and seconded by Jonas to approve moorage of Miss Stacey be terminated unless all requirements for moorage for the Port of Brookings Harbor is met on January 1, 2023. The motion passed 3 – 0.

There was a discussion between Range and Webster about the electricity in the water.

- Q. **Portside RV Park Lease** – Audio time 1:51:56
Webster informed the Board Mr. Byrtus has sold the property to Cazadores, the new owners have a copy of the draft lease. Board allowed public comment.

A motion was made by Jonas and seconded by Range to approve the lease termination between the Port of Brookings Harbor and Portside RV Park effective September 30, 2022. The motion passed 3 – 0.

R. **Permission to Display Bible Education Cart** – Audio time 1:55:49
Item was tabled.

S. **Port Manager Search Update** – Audio time 1:56:48
Webster updated the Board, and it was recommended to keep the recruitment ad out for one or two more weeks. Range asked about where the ad is published and would like a list. Board allowed public comment.

A motion was made by Jonas and seconded by Range to approve extending the recruitment timeline for an additional 4 weeks. The motion passed 3 – 0.

7. **INFORMATION ITEMS**

A. **SDAO Safety & Security Grant** – Audio Time 2:04:45

Webster made the Board aware that we have applied for this grant to place a security camera our fuel dock.

B. **Events** – Audio time 2:05:52

Item was tabled.

C. **Wastewater Treatment Plant Questions** – Audio time 2:06:23

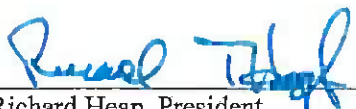
Webster wanted to give the Board a chance to ask any questions they had about the treatment plant. Hartung stated the position we currently are in and believes its to earlier in the processes for her questions. Range had a few comments and concerns about the communication between board and management, engineering, operations, costs, and suggested to have a special meeting with organizations about the treatment plant, would still like a business plan.

8. **COMMISSIONER COMMENTS** – Audio time 2:22:59

9. **NEXT REGULAR MEETING DATE** – Wednesday, October 19, 2022, at 2:00PM

10. **ADJOURNMENT** – Audio time 2:23:15

Having no further business, the meeting adjourned at 4:22 pm.


Richard Heap, President

10-21-2022
Date Signed


Sharon Hartung, Secretary/Treasurer

10-21-22
Date Signed

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



Port of Brookings Harbor

16330 Lower Harbor Road / PO Box 848
Brookings, Oregon 97415
Phone (541) 469-2218
Fax (541) 359-3999
www.portofbrookingsharbor.com

Board of Commissioners

Richard Heap, President
Joseph Speir, Vice-President
Sharon Hartung, Secretary/Treasurer
Kenneth Range
Larry Jonas

September 22, 2022

Rick Schacht

Dear Mr. Schacht,

On Wednesday, September 21st, during a public meeting, the Board of Commissioners made a decision regarding the Moorage for fishing vessel "Miss Stacey".

It was decided that the Port of Brookings Harbor will terminate the Moorage on its current expiration date unless a Marine Survey is completed and submitted to the Board for approval by December 31st, 2022.

If you have any questions, please contact me at (541) 291-7380.

Sincerely,

Travis Webster
Harbormaster

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Board of Commissioners

Richard Heap, President
Joseph Speir, Vice-President
Sharon Hartung, Secretary/Treasurer
Kenneth Range
Larry Jonas

September 22, 2022

Second Notice

10/3/2022

Rick Schacht

Dear Mr. Schacht,

On Wednesday, September 21st, during a public meeting, the Board of Commissioners made a decision regarding the Moorage for fishing vessel "Miss Stacey".

It was decided that the Port of Brookings Harbor will terminate the Moorage on its current expiration date unless a Marine Survey is completed and submitted to the Board for approval by December 31st, 2022.

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Board of Commissioners

Richard Heap, President
Joseph Speir, Vice-President
Sharon Hartung, Secretary/Treasurer
Kenneth Range
Larry Jonas

November 2, 2022

Rick Schacht

Dear Mr. Schacht,

On Wednesday, September 21st, during a public meeting, the Board of Commissioners made a decision regarding the Moorage for fishing vessel "Miss Stacey".

It was decided that the Port of Brookings Harbor will terminate the Moorage on its current expiration date unless a Marine Survey is completed and submitted to the Board for approval by December 31st, 2022.

If you have any questions, please contact me at (541) 291-7380.

Sincerely,

Travis Webster

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Board of Commissioners

Richard Heap, President
Joseph Speir, Vice-President
Sharon Hartung, Secretary/Treasurer
Kenneth Range
Larry Jonas

November 28, 2022

Rick Schacht

Dear Mr. Schacht,

The current Moorage for slip Q-13 and fishing vessel "Miss Stacey" expires on December 31st, 2022.

On Wednesday, September 21st, 2022, during a public meeting, the Board of Commissioners decided that the Moorage for fishing vessel "Miss Stacey" will terminate on its current expiration date unless a Marine Survey is completed and submitted to the Board for approval.

The Port of Brookings Harbor will terminate the Moorage on its current expiration date, and you will be required to remove the vessel from the Port of Brookings Harbor, unless you submit a Marine Survey to the Board for approval by December 31st, 2022.

If you have any questions, please contact me at (541) 291-7380.

Sincerely,

Travis Webster
Port Manager

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