PORT OF BROOKINGS HARBOR
Regular Commission Meeting
Wednesday, September 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)

TENTATIVE AGENDA

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

2. APPROVAL OF AGENDA

3. APPROVAL OF MEETING MINUTES
A. Approve Minutes of Special Commissioner Meeting Tuesday August 9, 2022.....3
B. Approve Minutes of Special Commissioner Meeting Thursday August 11, 2022.....5
C. Approve Minutes of Regular Commissioner Meeting Wednesday August 17, 2022.....7

4. PUBLIC COMMENTS – Limited to a maximum of three minutes per person. Comments by teleconference, please email your comments to danielle@portofbrookingsharbor.com prior to the meeting.

5. MANAGEMENT REPORTS / APPROVAL
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B. August 2022 Harbormaster Report.....11
C. August 2022 Financial Report.....14

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B. Resolution 2022-08 Adopting Best Management Practices.....52
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J. Closure of all Rogue Credit Union Accounts.....158
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M. Agreement for Disbursement of SLFRF Funds (Curry County).....167
N. Mobile Concession Rate.....222
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Q. Portside RV Park Lease Termination Agreement.....246

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.

R. Permission to Display Bible Education Cart.....**263**

7. INFORMATION ITEMS

A. SDAO Safety & Security Grant.....**264**
B. Events.....**269**
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8. COMMISSIONER COMMENTS

9. NEXT REGULAR MEETING DATE – Wednesday October 19, 2022, 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

Tuesday, August 9, 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.

- **Commissioners Present:**
  Joseph Speir, Vice-President (Pos. #1) was tardy via teleconference; Sharon Hartung Secretary/Treasurer (Pos. #2); Larry Jonas (Pos. #3); Richard Heap, President (Pos. #4); and Kenneth Range (Pos. #5).
- **Management and Staff:**
  Travis Webster, Harbormaster; Kim Boom, Financial Director; Danielle King, Safety/Administrative; and James Walker, Port Counsel
- There were no changes to the agenda.
- There were no declarations of potential conflicts of interest.

2. APPROVAL OF AGENDA – Audio time 00:01:46

A motion was made by Range and seconded by Hartung to approve the agenda as written. The motion passed 4 – 0.

3. PUBLIC COMMENTS – Audio time 00:02:05

There was one public comment by Mike Murphy regarding the motion on Action Item A.

4. GENERAL MANAGER RESIGNATION – Audio time 00:02:57

Heap noted Gary Dehlinger's resignation letter to the Board, last day of employment was August 8, 2022. Heap expressed his disappointment in seeing Gary Dehlinger leaving and appreciated his long term vison for the Port but understand his frustration with working in a public sector.

Commissioner Joseph Speir was able to attend the meeting through telephone at 10:03AM.

Board continued to express their sadness regarding Dehlinger leaving and how he was a great asset to the Port.

5. ACTION ITEMS

A. Interim General Manager – Audio time 00:05:05

Heap noted the information provided from the efforts of a previous Board to hire a manager. Hartung suggested Leroy Blodgett for Interim Manager and explained why he may be a good fit to help relieve some of the workload from Webster. The Board agreed that the workload should not be placed on Webster or the staff. Port Counsel advised the Board regarding their response to the resignation letter by either hiring a permanent Port Manager or appoint a Port Manager pro tem. If the Board does go with a pro tem, the Board needs to decide the length of time. In addition to making the appointment the Board needs to direct staff to identify a registered agent, who ever is registered to pro tem would also be appointed as a registered agent. An employee can be appointed as a registered agent until a Port Manager is hired. Heap asked Counsel if it was possible to rotate the duties onto the existing Board members. Counsel stated that it is possible to appoint a Board member as a interim Port Manager but each time you rotate Board members, that would require a new Resolution each time. Counsel

advised the Board to take on the process of reviewing the permanent Port Manager's job description and making the appropriate updates that are deemed necessary in a public meeting. Since the Port is associated with SDAO, they would be a good resource to help direct the Board through the hiring process. Range suggested that on very short terms one of our commissioners be appointed, contact SDAO to hire a temporary experienced Interim Port Manager and have SDAO finish the recruitment period and bring back some candidates. Jonas asked if anyone from Staff or the Board really wants to do this. Webster informed the Board that the day-to-day operations will still run, we have the function of the Port figured out, take the time to find an interim manager, until then we will keep to our daily operations.

A motion was made by Heap and second by Jonas to direct Port staff to reach out to SDAO to begin discussion about contracting with them to recruit a permanent manager, out next regular meeting provide a copy of the job description for the Port Manager and be prepared to finalize that at the following meeting. Further, Staff using a point of contact with the Commission until an interim is appointed it would be Kenneth Range. Board had discussion regarding the timeline. The motion passed 5-0.

6. **INFORMATION ITEMS**
   A. **Procedure for Hiring General Manager**
   This item was discussed in Action Item A – Interim General Manager.

7. **COMMISSIONER COMMENTS** – Audio time 00:45:26
   Board allowed public comments.

   Range suggested placing the recruitment ad into the Association of Ports, which is worldwide.

   There was a discussion among the Board and Counsel regarding their list of requirements for a Port Manager and when to bring it back to the Board and SDAO.

8. **NEXT SPECIAL MEETING DATE** – Thursday, August 11, 2022, at 2:00PM.

9. **NEXT REGULAR MEETING DATE** – Thursday, August 17, 2022, at 2:00PM

10. **ADJOURNMENT** – Audio time 00:51:08

    Having no further business, the meeting adjourned at 10:50 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
SPECIAL MEETING OF THE BOARD OF COMMISSIONERS
PORT OF BROOKINGS HARBOR DISTRICT & CURRY COUNTY

Thursday, August 11, 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 & Curry County 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 & Curry County 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; Kim Boom, Financial Director; Danielle King, Safety/Administrative; and James Walker, Port Counsel
- **Curry County Commissioners & Staff Present:**
  Court Boice, County Commissioner & Richard Christensen, Curry County Road Master. Christopher Paasch, County Commissioner & John Hertog, County Commissioner was absent.
- There were no changes to the agenda.
- There were no declarations of potential conflicts of interest.

2. APPROVAL OF AGENDA – Audio time 00:03:11

A motion was made by Hartung and seconded by Jonas to approve the agenda as written. The motion passed 4 – 0.

3. PUBLIC COMMENTS – Audio time 00:03:29

There were no public comments.

4. ACTION ITEMS

A. None

5. INFORMATION ITEMS

A. **Curry County Storm Drain Master Plan Draft April 2022 Review** – Audio Time 00:03:37
Roadmaster referred to Curry County Draft Storm Drain Master Plan and the County's goal to make this plan a final document, then apply for grants. A grant will be able to bring the culvert to City and County standards. Roadmaster stated that private storm drain must be maintained and repaired by the responsible party. Which a portion of this culvert runs through Port property, so it's the Port's, unless there is an easement dedicating it to the County and that the County Commissioners accepted that easement. Heap explained to the County that what falls out at the end of that pipe should not be the responsibility of the Port. The Board's continued to discuss the culvert and grant options. There was also a discussion about the American Plan Rescue Fund and the wastewater treatment plant.

6. COMMISSIONER COMMENTS – Audio time

There were no commissioners' comments.

7. **NEXT REGULAR MEETING DATE** – Thursday, August 17, 2022, at 2:00PM

8. **ADJOURNMENT** – Audio time 01:10:07

Having no further business, the meeting adjourned at 3:10 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
REGULAR MEETINGS OF THE BOARD OF COMMISSIONERS
PORT OF BROOKINGS HARBOR DISTRICT

Wednesday, August 17, 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.

- **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:**
  Travis Webster, Harbormaster; Danielle King, Safety/Administrative and Jack Akin, Port Engineer with EMC Engineering.
- There was no modifications or additions to the agenda.
- There was no declaration of potential conflicts of interest.

2. APPROVAL OF AGENDA – Audio time 0:01:43

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

3. APPROVAL OF MEETING MINUTES – Audio time 0:02:30

A. Approve Minutes of Regular Commissioner Meeting Wednesday July 20, 2022.

A Motion was made by Speir and seconded by Range to approve the meeting minutes for the Regular Meeting, Wednesday, July 20, 2022. The motion passed 5 – 0.

4. PUBLIC COMMENTS – Audio time 0:03:18

- There were no public comments.

5. MANAGEMENT REPORTS

A. July 2022 Safety & Security Report - Audio time 0:03:25
King reported on staff safety training, incidents, accidents, security issues that happened for the month of July and upcoming events happening at the Port. The Board asked what practices occur when a oil spill is discovered.

B. July 2022 Harbormaster Report - Audio time 0:07:38
Webster reported on projects that were completed in the month of July in the RV Park, marina, and equipment services. There was a discussion among the Board and staff regarding

C. July 2022 Financial & Manager Report - Audio time 0:12:57
There was a discussion about fuel prices, the sign located near Zola's on the Water, lighting in basin I due to the vessel theft, electrical on the Boardwalk, and events.

A motion was made by Speir and seconded by Hartung to approve the Management Report of July 2022 as discussed. The motion passed 5 – 0.

6. **ACTION ITEMS**

A. **US Coast Guard Dock Lease Renewal Agreement Approval** – Audio time 0:20:48
King informed the Board the Dehlinger has been removed from the agreement.

A motion was made by Jonas and seconded by Speir to approve US Coast Guard Lease No. HSCG89-22-1-0085. The motion passed 5 – 0.

B. **Southern Oregon Credit Service Request for Small Claims Approval** – Audio time 0:23:16
Heap reviewed item to Board.

A motion was made by Jonas and seconded by Speir approve Southern Oregon Credit Services / Collect Northwest to proceed with litigation on John Hartt for the remaining debt owed. The motion passed 5 – 0.

C. **Boat Yard Warehouse Structural Analysis and Report Approval for Expense** – Audio time 0:24:18
Heap reviewed item with the Board. Board discussed the report's received from structural engineers and architects regarding the condition and intention of the building. Range stated that all buildings can be repaired and suggested to hire a structural engineer to tell the Board what the cost to repair the building would be. Heap stated this is an opportunity for the Port to building something that will pay for itself and modernize something that we know that needs to be fixed. The Board agreed to have another meeting to discuss the design of the building to be able to ask for estimated

A motion was made by Heap and seconded by Hartung to approve not have a structural analysis on the building and ask staff to bring back a package that includes the beginning of selecting a design. The motion passed 4 – 1. Yes: Jonas, Hartung, Speir, & Heap. No: Range

D. **New RV Park Fence Dividers**– Audio time 0:38:14
Webster reviewed the RV Park Project and told the Board the RV Park fence dividers need to have a final design so materials can be ordered in time. The Board and staff discussed the different options of materials that could be used.

A motion was made by Jonas and seconded by Speir to approve the expenditure for new RV Park fence dividers at an estimate cost of $23,800. The motion passed 5 – 0.

E. **Permission to Display Bible Education Cart**– Audio time 0:47:17
Webster reviewed item with the Board. The Board agreed they had some concerns regarding solicitation in the retail center. Item was differed until Board can speak to Legal Counsel.

F. **Sale of Port Property**– Audio time 0:56:49
Heap reviewed item with the Board, the question to the Board is does the Port even want to sell this piece of property then legal counsel can direct us on how to proceed with the sale.

A motion was made by Heap and seconded by Speir to approve start consultation with Port Counsel on the process of selling port property on Lower Harbor Road. The motion passed 5 – 0.

G. **FEMA Construction Drawings**– Audio time 1:03:15
Akin reviewed item with the Board.

A motion was made by Speir and seconded by Hartung to approve FEMA construction drawings for dredging, commercial roads and stockpile, boat yard paving and embankment rock reconstruction and to be incorporated in the bid packages. The motion passed 5 – 0.

H. **Preliminary Wastewater Treatment Plant Design**– Audio time 1:10:30
Akin gave the Board a PowerPoint presentation on an updated preliminary wastewater treatment plant design, location, and the permitting process.

A motion was made by Heap and seconded by Speir to approve Jack Akin/EMC Engineers/Scientist (Port Engineers) to proceed with the wastewater treatment plant preliminary drawings and pursue Oregon Department of Environmental Quality permit with these conceptual drawings, the preliminary drawing should be based on membrane cleaning process and aerobic treatment or more applicable technology within available federal appropriations. The sight location should be optimized for operation and infrastructure. The motion passed 5 – 0.

I. **RV Park Improvement Project Payment Request #2**– Audio time 1:59:53
Heap reviewed the item with the Board and gave timeline up to this point.

A motion was made by Speir and seconded by Hartung to approve McLennan Excavation progress Payment No. 2 for $106,654.12 for the purchase of Bonds/Insurance and electrical materials for RV Park Improvement Project. The motion passed 5 – 0.

7. **INFORMATION ITEMS**
   A. **Boat Yard – Dustless Blasting**– Audio time 2:02:05
   Webster described the procedures of the dustless blaster, if approved best management practices will need to be updated. The Board had further questions regarding the operations of the machine.

   B. **Boat Shop & More Lease** – Audio Time 2:11:37
   Webster informed the Board that a letter was received from the owner of Boat Shop & More and would like to amend his lease.

   C. **USFWS Completes Sea otter Study, Outlines Next Steps** – Audio Time 2:15:15
   Heap reviewed item with the Board.

   D. **Boat Yard Clam Shell Dredging** – Audio Time 2:18:52
   Webster reviewed the meeting with the Curry County Commissioners, Akin will be looking for quotes on clam shell dredging.

8. **COMMISSIONER COMMENTS** – Audio time 2:23:53
   - Speir thanked Akin for all the options he gave the Board and what he has done so far. Akin thanked the Board and public for all their input and help with the projects.
   - Hartung thanked the staff.
   - Range requested a workshop for a business plan on the wastewater treatment plant.

9. **NEXT REGULAR MEETING DATE** – Wednesday, August 17, 2022, at 2:00pm.

10. **ADJOURNMENT** – Audio time 2:34:07
    Having no further business, the meeting adjourned at 4:34 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.

SAFETY, SECURITY, AND ENVIRONMENTAL MONTHLY REPORT

Date: September 21, 2022
Period: August 2022
To:
Issued By: Danielle King, Safety, Security, & Environmental Coordinator

Safety
Port staff reviewed the hazards of using a cellphone while working on the job and ways to be safe.

Incidents
POBH recorded (4) incidents for the month of June bringing the year total to (61). Incidents included:

1. A vehicle parked overnight into a dry camp site in the RV Park. RV Park Manager made contact with individual to make payment, but individual never came back. Curry County Sheriffs were contacted for theft of services.
2. A transient vessel moored on the guest docks in Basin 1 experienced a 'hit n' run' in the slip. Customer reported incident to the sheriff's and insurance paid for repairs.
3. Needle was found in commercial basin restroom, men's side. Port staff properly picked up and disposed needle.
4. Commercial basin, women's side had vandalism (3) days in a row, individual was continuously removing and breaking the fluorescent light bulbs.

Security
Four Aces Security Solutions and POBH recorded (250) security issues for the month of July bringing the year total to (1221). Issues included:

- (80) Overnight parking tickets.
- (140) Unauthorized visitors on Port Property after hours
- (11) Vehicles missing or unable to read boat launch ticket.
- (5) Parking violations in boat launch parking lot.
- (2) No camping
- (2) Unhitched trailer.
- (5) Emergency Vehicles
- (3) Parking violation throughout the Port
- (1) Illegal Dumping
- (1) Trespassing

Environmental / DEQ 1200-Z Industrial Stormwater
Monthly inspections were completed as required by our Stormwater Pollution Control Plan (SWPCP).

Upcoming Events
South Coast Water Trails is September 17, meeting up at the Boat Launch Ramp.

10

HARBORMASTER
MONTHLY REPORT

Date: September 21, 2022
Period: August 2022
To: Port Commission
Issued By: Travis Webster, Harbormaster

RV Park

Placement of the submarine monument was completed and ready for their September 10th revealing. Wi-Fi upgrade for the park has arrived and will start being installed at the same time of the construction project. Progress payment to McLennan for materials, insurance and bonding was made. All scheduling is still on track for first week of October.

Occupancy Percent by Month & Year

	2019	2020*	2021	2022	Change from 2021	Forecast**
January	10.3	7.5	19	17	(2)	1
February	7.3	16	23	26	3	1
March	16.8	16.4	39	29	(10)	
April	13.5	0	27.5	23	(4.5)	
May	26.4	5.7	43.1	31	(12.1)	
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			45
October	25.4	68	34			10
November	15.2	22	21			2
December	8.5	15	11			1
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

Due to vandalism, bathroom code was changed. Lights were broken, trash, needles, and homemade quarter retrievers that jam the shower machines. Staff has now started the search for key fobs and other solutions to help curb this ongoing issue.

Jack Akin met with contractors to remove the sediment pile at the haul out area. I also contacted local contractors to have the current pile removed to allow for the next pile to be placed.

I asked a marine certified electrician to come out to check shore power cords in Basin 2 J dock and Q dock. J dock there were no issues to report. On Q dock there were two boats that showed they were leaking AC amps into the water and 1 showed AC and DC amps. Owners were notified to fix the problems. Seaworthy inspections have been for three vessels over the next two months.

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	(244)
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		
October	518	713	518		
November	352	109	70		
December	53	40	60		
Totals	**3,822**	**4,842**	**4,556**	**3123**	**(92)**

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	
October	10	6	5	
November	3	9	13	
December	15	5	3	
Totals	**62**	**57**	**47**	**33**

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	
October	9	8	4	
November	8	5	12	
December	5	1	0	
Totals	**96**	**78**	**68**	**48**

Commercial Receiving Dock
Port received all needed documentation for certification of all hoists in use. At Hallmark dock, the main water supply to the dock was hit with a weed eater. The pipe is an old steel line. Staff dug back to the PVC connection and replaced the line.

Commercial Retail Building
The Bell and Whistle coffee shop reported that their water was not hot. Electrician was out and determined that the thermostat went out and needed to be replaced. Repair was made. Inspections of the boatyard warehouse were completed, and new pictures attached to the inspection. No new issues to report.

Maintenance Crew
Staff completed 116 work orders for the month of July. Crew continues to address landscaping and fish station needs. Staff began ordering fence materials for the RV park project. Both Basins were walked by staffed and they identified areas that needed to be tightened. Workorders were made and fixes were completed. Three air conditioning and heating units were installed in the main office.

Office Staff
Port received and submitted a request for data by the University of Oregon in conjunction with Business Oregon. With the data, they will create a profile for each port to advocate for increased funding in Oregon Public Ports. The Workers Compensation Audit FY 2021-22 was submitted online for SDIS underwriting review. Our annual renewal for SAM registration was completed. The purpose of the registration is to receive Federal Assistance awards. An account was created on Oregon Employment iMatch Skills and created a Job listing for the manager position. Commission and staff worked closely with SDAO to put out a job listing for Port Manager.

Port received notice of a fraud alert from Rogue Credit Union. We confirmed it was not a Port charge and cancelled the card. Rouge has requested that a single person must sign and give personal info to get a new card. At this time, we will not be getting a replacement from Rogue. Instead, we ordered and will be receiving debit cards from Umpqua Bank.

Ford sent out a Safety Recall on our two new Maverik pickups. The recall states, "In the event of an engine failure, engine oil and /or fuel vapor may leak and accumulate under the hood of your vehicle." This is not a "stop driving" notice. Appointments for the trucks have been scheduled with Crater Lake Ford for the needed repairs.

FINANCIAL SUMMARY

Date: September 21, 2022

Period: Month End Report for August 2022

To: Honorable Board President and District Board Members

Issued by: Travis Webster, Harbormaster and Acting Manager

August 2022 Financial Report - Overview

Balance Sheet

End of the month unrestricted cash and equivalents totaled $428,654. Restricted cash and equivalents totaled $883,677 with Total Checking/Savings (cash) at $1,345,703.

August Profit & Loss

Total revenue for all funds was $434,850. Total expense was $476,768. The net income for August was ($42,018).

August Program Revenues			August Program Expenditures		Net
Beachfront RV Park	$73,569		$50,179		$23,390
Commercial / Retail	$45,242		$28,988		$16,254
Fuel Dock	$132,815		$165,610		($32,795)
General Fund Grants					
Marina	$64,613		$57,046		7,567
Total General Fund	**$316,239**		**$301,823**		**$14,416**

Budget Performance FY 2022-2023

Total income for all funds is 22.3%, with general fund revenues at 19.3%. Total expenditure for all funds is 8.6%, with general fund expenditure at 15.9%.

ATTACHMENTS

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

	Aug 31, 22	
ASSETS		
Current Assets		
Checking/Savings		
100 · UNRESTRICTED CASH & EQUIVALENTS		
101 · GENERAL FUND CHECKING & LGIP		
10103 · General Funds Ckg Umpqua 3634	125,398.15	
10104 · RCU Business Ownership 0687	18.10	
10105 · RCU Business Savings 0600	10.00	
10106 · General Fund LGIP 6017	264,826.47	
10107 · Dredging Fund LGIP 6254	36,166.63	
Total 101 · GENERAL FUND CHECKING & LGIP		426,419.35
10101 · Petty Cash		413.99
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		428,543.34
110 · RESTRICTED CASH & EQUIVALENTS		
104 · RESTRICTED MONEY MKT & CHECKING		
20104 · USDA BOND Umpqua MM 9529	2,520.89	
30104 · Debt Service Umpqua MM 8627	2,516.23	
40104 · Capital Projects Umpqua 8018	2,500.00	
Total 104 · RESTRICTED MONEY MKT & CHECKING		7,537.12
105 · RESTRICTED LGIP		
20105 · USDA Bond Fund LGIP 6021	122,288.25	
30105 · IFA Debt Service Fund LGIP 6020	72,394.00	
50105 · Reserve Fund LGIP 6018	220,325.30	
70105 · Capital Projects LGIP 6273		
70105.2 · Port Construction Fund	468,669.87	
Total 70105 · Capital Projects LGIP 6273	468,669.87	
Total 105 · RESTRICTED LGIP		883,677.42
Total 110 · RESTRICTED CASH & EQUIVALENTS		891,214.54
Total Checking/Savings		1,319,757.88
Accounts Receivable		
120 · ACCOUNTS RECEIVABLE		-30,095.56
Total Accounts Receivable		-30,095.56
Other Current Assets		
130 · DUE FROM TRANSFERS		
40130 · Due From Capital Projects		49,604.17
Total 130 · DUE FROM TRANSFERS		49,604.17
150 · Undeposited Funds		6,436.40
Total Other Current Assets		56,040.57
Total Current Assets		1,345,702.89
TOTAL ASSETS		**1,345,702.89**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Credit Cards		
106 · RCU VISA ACCT		67.51

Port of Brookings Harbor
Balance Sheet

Cash Basis

	Aug 31, 22	
106.1 · RCU Business Ownership 0687		18.10
106.2 · RCU Business Savings 0600		10.00
Total Credit Cards		95.61
Other Current Liabilities		
100222 · Payroll Liabilities		
10222 · HealthCare Premium - Dependent	-957.98	
Total 100222 · Payroll Liabilities		-957.98
10226 · Lodging Tax Payable		30,924.73
230 · DUE TO TRANSFERS		
40230 · Due To General Fund from CP	49,604.17	
Total 230 · DUE TO TRANSFERS		49,604.17
Total Other Current Liabilities		79,570.92
Total Current Liabilities		79,666.53
Total Liabilities		79,666.53
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		1,266,036.36
Total Equity		1,266,036.36
TOTAL LIABILITIES & EQUITY		**1,345,702.89**

Port of Brookings Harbor
Profit & Loss
Cash Basis — August 2022

	Aug 22	
Income		
400 · REVENUES		
401 · GENERAL FUND REVENUES		
10413 · Property Tax Prior		772.55
10414 · Interest General Fund		400.80
10418 · Miscellaneous		112.22
Total 401 · GENERAL FUND REVENUES		1,285.57
402 · GENERAL FUND PROGRAM REVENUES		
10421 · MARINA		
10421.2 · MOORAGE		
10421.3 · Commercial Slip Rent	8,101.36	
10421.4 · Recreational Slip Rent	35,189.31	
10421.5 · Transient	688.89	
10421.6 · Other Moorage	2,077.50	
Total 10421.2 · MOORAGE	46,057.06	
10422 · Boat Launch	4,294.00	
10423 · STORAGE		
10423.1 · Gear Storage	4,677.20	
10423.2 · Boat Storage	4,120.00	
10423 · STORAGE - Other	150.00	
Total 10423 · STORAGE	8,947.20	
10424 · ADMINISTRATIVE FEES	257.05	
10425 · MARINE SERVICES		
10425.1 · Travelift	2,918.00	
10425.2 · 12 K Telehandler	138.00	
10425.3 · Other Sales & Fees	1,812.91	
Total 10425 · MARINE SERVICES	4,868.91	
10426 · EVENTS ON PORT PROPERTY	189.00	
Total 10421 · MARINA		64,613.22
10427 · BEACHFRONT RV PARK		
10427.1 · Space Rental	65,953.52	
10427.2 · Other Sales & Fees	7,615.36	
Total 10427 · BEACHFRONT RV PARK		73,568.88
10428 · COMMERCIAL RETAIL		
10428.1 · Retail Property	28,857.25	
10428.2 · Docks	13,553.67	
10428.3 · CPI and Other Fees	2,831.33	
Total 10428 · COMMERCIAL RETAIL		45,242.25
10429 · FUEL DOCK		132,814.68
Total 402 · GENERAL FUND PROGRAM REVENUES		316,239.03
420 · USDA REVENUE BOND FUND		
20414 · Interest Revenue Bond Fund		163.63
20419 · Transfer to USDA Bond Fund		10,843.00
Total 420 · USDA REVENUE BOND FUND		11,006.63
430 · DEBT SERVICE FUND REVENUE		
30414 · Interest Debt Service Fund		96.94
30419 · Transfer to Debt Service Fund		31,958.71
Total 430 · DEBT SERVICE FUND REVENUE		32,055.65
440 · CAPITAL PROJECTS FUND REVENUE		
40416 · Government Funding		

Port of Brookings Harbor
Profit & Loss
Cash Basis — August 2022

	Aug 22	
40416.2 · FEMA Funding	66,460.92	
Total 40416 · Government Funding		66,460.92
Total 440 · CAPITAL PROJECTS FUND REVENUE		66,460.92
450 · RESERVE FUND REVENUE		
50414 · Interest Reserve Fund		294.78
50419 · Transfer to Reserve Fund		2,000.00
Total 450 · RESERVE FUND REVENUE		2,294.78
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		697.52
Total 470 · PORT CONSTRUCTION FUND REVENUE		697.52
Total 400 · REVENUES		434,849.97
Total Income		434,849.97
Gross Profit		434,849.97
Expense		
600 · GENERAL FUND EXPENDITURES		
10900 · Operating Transfers Out General		49,611.58
500 · PERSONNEL SERVICES		
10502 · Office Staff		18,154.38
10504 · Operations Staff		20,938.63
10506 · Overtime		843.77
10508 · Payroll Taxes/Costs/Benefits		
10508.1 · Paid Holidays	0.00	
10508.2 · Sick Leave Benefit	80.29	
10508.3 · Vacation	6,974.15	
10508.4 · Payroll Taxes	4,709.20	
10508.5 · SEP Retirement	4,452.95	
Total 10508 · Payroll Taxes/Costs/Benefits		16,216.59
10510 · Health Care and Dental		8,835.64
Total 500 · PERSONNEL SERVICES		64,989.01
601 · GENERAL FUND Material & Service		
10601 · ADVERTISING & NOTIFICATIONS		20.03
10602 · REPAIRS & MAINTENANCE		
10602.1 · Equip. Repair/Maintenance	4,984.99	
10602.2 · Supplies	9,883.26	
10602.3 · Services	7,216.72	
Total 10602 · REPAIRS & MAINTENANCE		22,084.97
10603 · FUEL purchased for resale		145,571.59
10605 · UTILITIES		
10605.1 · Electric	7,840.93	
10605.2 · RV Park Cable TV	595.08	
10605.3 · Sanitary	5,120.85	
10605.5 · Telecommunications	1,511.82	
10605.6 · Waste Removal	8,140.06	
10605.7 · Water	3,076.03	
Total 10605 · UTILITIES		26,284.77
10606 · OFFICE EXPENSE		3,693.92
10607 · BANK SERVICE & FINANCE FEES		5,962.95
10608 · TRAINING & TRAVEL		136.74

Port of Brookings Harbor
Profit & Loss
Cash Basis — August 2022

	Aug 22	
10609 · PERMITS, LICENSES, TAXES & MISC	114.75	
10610 · INSURANCE; PROP & CAS, BOND	10,328.62	
10611 · PROFESSIONAL FEES		
10611.1 · Accounting/Auditing	1,000.00	
10611.2 · Attorney	2,652.00	
10611.3 · Engineering	4,260.00	
10611.4 · Other Support/Consultant	814.54	
Total 10611 · PROFESSIONAL FEES		8,726.54
601 · GENERAL FUND Material & Service - Other	376.58	
Total 601 · GENERAL FUND Material & Service		223,301.46
710 · GENERAL FUND CAPITAL OUTLAY		
10702 · Land Improvements	6,426.40	
10704 · Equipment	7,105.73	
Total 710 · GENERAL FUND CAPITAL OUTLAY		13,532.13
Total 600 · GENERAL FUND EXPENDITURES		351,434.18
630 · DEBT SERVICE FUND EXPENDITURES		
801 · Principal		
30803P · 50 BFMII Travelift Principal	4,350.06	
30804P · 2018 Genie Forklift Principal	1,248.14	
Total 801 · Principal		5,598.20
810 · Interest Payments		
30813I · 50 BFMII Travelift Interest	308.94	
30814I · 2018 Genie Forklift Interest	216.57	
Total 810 · Interest Payments		525.51
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	7,846.00	
Total 40702 · Land Improvement - Capt Proj	7,846.00	
Total 740 · CAPT. PROJ. CAPITAL OUTLAY		7,846.00
Total 640 · CAPT. PROJ. EXPENDITURES		7,846.00
660 · DEBT SERV. RV PARK EXPENDITURES		
60806P · RV Park Improv. Loan Principal		3,288.69
60815I · RV Park Improv. Loan Interest		1,521.18
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	106,654.12	
Total 70700 · Land Improvement - Port Const.	106,654.12	
Total 70100 · PORT CONST. CAPITAL OUTLAY		106,654.12
Total 670 · PORT CONST FUND EXPENDITURES		106,654.12
Total Expense		476,867.88
Net Income		-42,017.91

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

	Jul - Aug 22	Budget	% of Budget
Income			
400 · REVENUES			
401 · GENERAL FUND REVENUES			
10411 · Cash Carry Over	334,747.33	490,000.00	68.3%
10412 · Property Tax Current	0.00	250,000.00	0.0%
10413 · Property Tax Prior	2,765.93	10,000.00	27.7%
10414 · Interest General Fund	665.88	2,000.00	33.3%
10417 · Assets Sales	0.00	10,000.00	0.0%
10418 · Miscellaneous	814.60	66,000.00	1.2%
10420 · Grants & Other Funding - GF	0.00	20,000.00	0.0%
Total 401 · GENERAL FUND REVENUES	338,993.74	848,000.00	40.0%
402 · GENERAL FUND PROGRAM REVENUES			
10421 · MARINA			
10421.2 · MOORAGE			
10421.3 · Commercial Slip Rent	13,623.82		
10421.4 · Recreational Slip Rent	71,006.76		
10421.5 · Transient	2,170.08	0.00	100.0%
10421.6 · Other Moorage	4,792.50		
Total 10421.2 · MOORAGE	91,593.16	0.00	100.0%
10422 · Boat Launch	9,249.00		
10423 · STORAGE			
10423.1 · Gear Storage	9,538.24		
10423.2 · Boat Storage	7,211.00		
10423 · STORAGE - Other	150.00		
Total 10423 · STORAGE	16,899.24		
10424 · ADMINISTRATIVE FEES	854.46	0.00	100.0%
10425 · MARINE SERVICES			
10425.1 · Travelift	6,110.00	0.00	100.0%
10425.2 · 12 K Telehandler	1,062.00	0.00	100.0%
10425.3 · Other Sales & Fees	2,899.51		
10425.4 · Public Hoist	35.00		
10425 · MARINE SERVICES - Other	0.00	0.00	0.0%
Total 10425 · MARINE SERVICES	10,106.51	0.00	100.0%
10426 · EVENTS ON PORT PROPERTY	2,851.00		
10421 · MARINA - Other	0.00	842,000.00	0.0%
Total 10421 · MARINA	131,553.37	842,000.00	15.6%
10427 · BEACHFRONT RV PARK			
10427.1 · Space Rental	133,161.71	0.00	100.0%
10427.2 · Other Sales & Fees	15,146.35	0.00	100.0%
10427 · BEACHFRONT RV PARK - Other	0.00	800,000.00	0.0%
Total 10427 · BEACHFRONT RV PARK	148,308.06	800,000.00	18.5%
10428 · COMMERCIAL RETAIL			
10428.1 · Retail Property	63,346.36	0.00	100.0%
10428.2 · Docks	27,107.34	0.00	100.0%
10428.3 · CPI and Other Fees	5,825.35	0.00	100.0%
10428 · COMMERCIAL RETAIL - Other	0.00	635,000.00	0.0%
Total 10428 · COMMERCIAL RETAIL	96,279.05	635,000.00	15.2%
10429 · FUEL DOCK	265,347.55	1,050,000.00	25.3%
Total 402 · GENERAL FUND PROGRAM REVENU...	641,488.03	3,327,000.00	19.3%
420 · USDA REVENUE BOND FUND			
20411 · Cash Carry Over - USDA Revenue	102,841.78	102,820.00	100.0%
20414 · Interest Revenue Bond Fund	281.36	840.00	33.5%
20419 · Transfer to USDA Bond Fund	21,686.00	130,120.00	16.7%

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

	Jul - Aug 22	Budget	% of Budget
Total 420 · USDA REVENUE BOND FUND	124,809.14	233,780.00	53.4%
430 · DEBT SERVICE FUND REVENUE			
30411 · Cash Carry Over - Debt Service	23,094.07	23,100.00	100.0%
30414 · Interest Debt Service Fund	146.16	616.00	23.7%
30419 · Transfer to Debt Service Fund	63,917.42	391,484.00	16.3%
Total 430 · DEBT SERVICE FUND REVENUE	87,157.65	415,200.00	21.0%
440 · CAPITAL PROJECTS FUND REVENUE			
40411 · Cash Carry Over - Capt Proj	2,500.00	2,500.00	100.0%
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	68,960.92	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	525.41	1,500.00	35.0%
50419 · Transfer to Reserve Fund	4,000.00	26,000.00	15.4%
Total 450 · RESERVE FUND REVENUE	220,325.30	243,200.00	90.6%
460 · DEBT SERV. RV PARK IMPROV. FUND			
60419 · Transfer OR FFC 2020 Debt Serv.	9,619.74	57,720.00	16.7%
Total 460 · DEBT SERV. RV PARK IMPROV. FUND	9,619.74	57,720.00	16.7%
470 · PORT CONSTRUCTION FUND REVENUE			
70411 · Cash Carry Over - Port Const.	574,018.64	572,000.00	100.4%
70414 · Interest Port Construction Fund	1,305.35	1,170.00	111.6%
Total 470 · PORT CONSTRUCTION FUND REVE...	575,323.99	573,170.00	100.4%
Total 400 · REVENUES	2,066,678.51	9,280,570.00	22.3%
Total Income	2,066,678.51	9,280,570.00	22.3%
Gross Profit	2,066,678.51	9,280,570.00	22.3%
Expense			
600 · GENERAL FUND EXPENDITURES			
10900 · Operating Transfers Out General	99,223.16	605,324.00	16.4%
500 · PERSONNEL SERVICES			
10502 · Office Staff	38,366.52	289,000.00	13.3%
10504 · Operations Staff	41,147.98	267,800.00	15.4%
10506 · Overtime	1,049.96	8,000.00	13.1%
10508 · Payroll Taxes/Costs/Benefits			
10508.1 · Paid Holidays	1,317.72	0.00	100.0%
10508.2 · Sick Leave Benefit	939.81	0.00	100.0%
10508.3 · Vacation	8,441.67	0.00	100.0%
10508.4 · Payroll Taxes	9,315.32	0.00	100.0%
10508.5 · SEP Retirement	8,619.44		
10508 · Payroll Taxes/Costs/Benefits - Other	0.00	193,300.00	0.0%
Total 10508 · Payroll Taxes/Costs/Benefits	28,633.96	193,300.00	14.8%
10510 · Health Care and Dental	17,756.75	106,600.00	16.7%
10512 · Workers Compensation	20,639.83	22,000.00	93.8%
Total 500 · PERSONNEL SERVICES	147,595.00	886,700.00	16.6%
601 · GENERAL FUND Material & Service			
10601 · ADVERTISING & NOTIFICATIONS	745.53	5,624.00	13.3%
10602 · REPAIRS & MAINTENANCE			
10602.1 · Equip. Repair/Maintenance	8,110.62	0.00	100.0%
10602.2 · Supplies	33,904.98	0.00	100.0%

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

	Jul - Aug 22	Budget	% of Budget
10602.3 · Services	17,518.41	0.00	100.0%
10602 · REPAIRS & MAINTENANCE - Other	0.00	635,490.00	0.0%
Total 10602 · REPAIRS & MAINTENANCE	59,534.01	635,490.00	9.4%
10603 · FUEL purchased for resale	212,523.82	924,000.00	23.0%
10605 · UTILITIES			
10605.1 · Electric	15,752.31	0.00	100.0%
10605.2 · RV Park Cable TV	1,190.16	0.00	100.0%
10605.3 · Sanitary	9,181.45	0.00	100.0%
10605.5 · Telecommunications	2,293.02	0.00	100.0%
10605.6 · Waste Removal	17,555.94	0.00	100.0%
10605.7 · Water	4,931.87	0.00	100.0%
10605 · UTILITIES - Other	0.00	379,164.00	0.0%
Total 10605 · UTILITIES	50,904.75	379,164.00	13.4%
10606 · OFFICE EXPENSE	4,910.92	51,032.00	9.6%
10607 · BANK SERVICE & FINANCE FEES	12,329.88	64,134.00	19.2%
10608 · TRAINING & TRAVEL	136.74	8,453.00	1.6%
10609 · PERMITS, LICENSES, TAXES & MISC	586.95	46,089.00	1.3%
10610 · INSURANCE; PROP & CAS, BOND	20,657.20	126,314.00	16.4%
10611 · PROFESSIONAL FEES			
10611.1 · Accounting/Auditing	1,000.00	0.00	100.0%
10611.2 · Attorney	19,216.50	0.00	100.0%
10611.3 · Engineering	14,185.87	0.00	100.0%
10611.4 · Other Support/Consultant	1,700.84	0.00	100.0%
10611 · PROFESSIONAL FEES - Other	0.00	175,000.00	0.0%
Total 10611 · PROFESSIONAL FEES	36,103.21	175,000.00	20.6%
601 · GENERAL FUND Material & Service - Other	376.58		
Total 601 · GENERAL FUND Material & Service	398,809.59	2,415,300.00	16.5%
710 · GENERAL FUND CAPITAL OUTLAY			
10702 · Land Improvements	6,426.40		
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	13,532.13	25,000.00	54.1%
920 · OPERATING CONTINGENCY	0.00	217,676.00	0.0%
Total 600 · GENERAL FUND EXPENDITURES	659,159.88	4,150,000.00	15.9%
620 · USDA REVENUE BOND EXPENDITURES			
20801P · USDA Revenue Bond Principal	0.00	83,913.00	0.0%
20810I · USDA Revenue Bond Interest	0.00	46,207.00	0.0%
Total 620 · USDA REVENUE BOND EXPENDITURES	0.00	130,120.00	0.0%
630 · DEBT SERVICE FUND EXPENDITURES			
30802P · IFA PRINCIPAL			
30802.1 · OBDD #520139/Boardwalk Prin	0.00	0.00	0.0%
30802.2 · OBDD #525172/RV Park Prin.	0.00	0.00	0.0%
30802.3 · OBDD #525176/Green Bldg Prn	0.00	0.00	0.0%
30802.4 · OBDD #525181/EurekaFish Prn	0.00	0.00	0.0%
30802.5 · SPWF #L02009/Cold Strg Prin	0.00	0.00	0.0%
30802.8 · SPWF L02001/MarineFuel Dock Prn	0.00	0.00	0.0%
30802.9 · SPWF X03004/Eureka Fishery Prin	0.00	0.00	0.0%
30802P · IFA PRINCIPAL - Other	0.00	318,000.00	0.0%
Total 30802P · IFA PRINCIPAL	0.00	318,000.00	0.0%
801 · Principal			
30803P · 50 BFMII Travelift Principal	8,680.27	53,293.00	16.3%
30804P · 2018 Genie Forklift Principal	2,497.03	15,374.00	16.2%

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

	Jul - Aug 22	Budget	% of Budget
Total 801 · Principal	11,177.30	68,667.00	16.3%
810 · Interest Payments			
30813I · 50 BFMII Travelift Interest	637.73	2,623.00	24.3%
30814I · 2018 Genie Forklift Interest	432.39	2,210.00	19.6%
Total 810 · Interest Payments	1,070.12	4,833.00	22.1%
Total 630 · DEBT SERVICE FUND EXPENDITURES	12,247.42	391,500.00	3.1%
640 · CAPT. PROJ. EXPENDITURES			
40602 · Materials & Services Capt Proj	0.00	0.00	0.0%
740 · CAPT. PROJ. CAPITAL OUTLAY			
40702 · Land Improvement - Capt Proj			
40702.1 · Engineering/Consultants	12,946.00	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	12,946.00	3,580,000.00	0.4%
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	12,946.00	3,580,000.00	0.4%
Total 640 · CAPT. PROJ. EXPENDITURES	12,946.00	3,580,000.00	0.4%
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	6,569.39	39,900.00	16.5%
60815I · RV Park Improv. Loan Interest	3,050.35	17,820.00	17.1%
Total 660 · DEBT SERV. RV PARK EXPENDITURES	9,619.74	57,720.00	16.7%
670 · PORT CONST FUND EXPENDITURES			
70100 · PORT CONST. CAPITAL OUTLAY			
70700 · Land Improvement - Port Const.			
70701.3 · Services	106,654.12		
70700 · Land Improvement - Port Const. - Ot...	0.00	0.00	0.0%
Total 70700 · Land Improvement - Port Const.	106,654.12	0.00	100.0%
70100 · PORT CONST. CAPITAL OUTLAY - Other	0.00	573,170.00	0.0%
Total 70100 · PORT CONST. CAPITAL OUTLAY	106,654.12	573,170.00	18.6%
Total 670 · PORT CONST FUND EXPENDITURES	106,654.12	573,170.00	18.6%
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	800,627.16	9,280,570.00	8.6%
Net Income	**1,266,051.35**	**0.00**	**100.0%**

Port of Brookings Harbor
Purchases by Vendor Summary
Cash Basis — January through August 2022

	Jan - Aug 22
5-R Excavation, LLC	5,435.07
Adobe	119.92
ADP	4,306.44
Amazon Capital Services	5,779.24
Amber Espinoza	585.00
Anchor Lock & Key	110.00
Aquarius Environmental, LLC	7,220.00
Asurion Wireless Insurance	19.00
Beautiful Blinds Shutters & Shades	835.00
BI-MART	617.29
Billeter Marine, LLC-vendor	1,546.50
Black & Rice LLP	817.00
Boardwalk Mail Service	117.00
Boat Launch Kiosk	120.00
Boat Shop & More LLC	920.00
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
Cascade Auto Recycling, LLC	486.40
Chetco Automotive	97.36
Chevron Business Card	6,446.78
CHEVRON/Shell	88.65
ComplianceSigns.com	634.00
Coos-Curry Electric Cooperative, Inc.	74,917.72
Costco	104.47
Country Media, Inc.	1,035.08
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 Community Development	205.00
Curry County Road Department	250.00
Curry Equipment	1,277.32
Curry Transfer & Recycling	46,300.74
Del-Cur Supply Co-op	7,266.23
Desi's Tree Trimming	1,950.00
DF Supply, Inc.	2,646.81
Dish Network	4,760.64
DMV2U/Dept. of Transporation	0.35
Eaton Corporation	339.40
EBay	34.74
Edwards Roofing	7,822.00
Elavon	18,999.54
EMC-Engineers/Scientists, LLC	135,986.45
Englund Marine Supply Co.	98.14
Fastenal Industrial Supplies	14,981.79
Ferguson Enterprises, Inc.	473.78
Firefly Reservations	1,592.00
Flags.com	924.00
Forte Clothing Company	2,143.00
Four Aces Security Solutions LLC	16,778.70
FRED MEYER	150.33
Freeman Rock, Inc.	1,781.34
Gaylord Klinefelter Contracting	1,880.00

Port of Brookings Harbor
Purchases by Vendor Summary
Cash Basis — January through August 2022

	Jan - Aug 22
George's Auto & Diesel Electric	57.25
Gerald W. Burns, CPA	4,000.00
GNS Wireless	7,105.73
Gold Beach Lumber Yard, Inc.	22,625.76
Gowman Electric, Inc.	4,475.20
Grainger	2,701.13
Grants Pass Water Lab, Inc.	5,752.00
Grating Pacific, LLC	1,132.00
Harbor Logging Supply, Inc.	3,673.71
Harbor Sanitary District	32,039.14
Harbor View Windows, Heating & Air	460.25
Harbor Water District P.U.D.	16,574.39
Hartwick Automotive	60.99
HD SUPPLY FACILITIES	814.08
Highway Specialities, LLC	1,809.60
Home Depot	4,712.26
homesquare	417.98
Honeybee Bakery	29.61
In-Motion Graphics and Design, LLC	528.00
Industrial Steel & Supply Co. Inc.	332.57
Intuit	1,149.99
John Kellum/John's Portable Welding	4,050.00
K&K Insurance Group, Inc.	400.00
Kaman Industrial Technologies	2,399.92
Kendrick Equipment USA LLC	3,797.19
Les Schwab Tire Center	761.74
Lithia Ford of Klamath Falls	46,441.32
Marine Surveyors & Consultants	1,170.00
Mascott Equipment	932.74
McLennan Excavation, Inc.	219,731.67
Metro Media	455.00
Microsoft	99.99
Mid Columbia Forklift	227.22
Miller Nash LLP	59,360.50
Motion Industries	2,249.45
My Parking Permit	416.50
NAPA Auto Part	1,006.23
NorLift of Oregon, Inc.	217.15
Northwest Pump & Equipment Co.	8,145.35
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 PERS/State Social Security Admin.	15.00
Pacific Office Automation	2,489.12
Pacific Rim Copy Center	1,127.00
Pape Material Handling	6,386.82
Pitney Bowes Global Lease	1,269.27
Pitney Bowes, Inc.	1,013.04
Platt	916.47
Pressure Washers Direct	49.99
Pump Pipe & Tank Services, LLC	5,163.76
Quill Corporation	1,649.95
Rentprep Enterprise/Fidelis Screening	598.50
RiteAid	14.38

Port of Brookings Harbor
Purchases by Vendor Summary
Cash Basis — January through August 2022

	Jan - Aug 22
SDAO Spec. Dist. Assoc. OR - Healthcare	82,821.61
SDAO Spec. Dist. Assoc. OR - Prop & Cas	83,774.72
SDAO Spec. Dist. Assoc. OR - Workers Comp	20,639.83
Sensaphone	299.40
SimpliSafe	119.92
Slice Recovery	844.80
SmartSign	1,771.89
Spectrum Business 8752 19 060 0025169	836.76
Spectrum Business 8752 19 060 0226494	869.84
Spectrum Business 8752 19 060 0247029	924.84
Spectrum Business 8752 19 060 0251369	943.76
Stadelman Electric, Inc.	3,345.10
Strahm's Sealcoat & Striping, Inc.	335.00
Stripe	324.00
Suburban Propane	710.36
SUPPLYHOUSE.COM	1,495.02
T. George Podell & Co.,Inc/Hot And Mighty	2,159.44
Thermo Fluids, Inc.	1,314.64
Tidewater Contractors, Inc.	24,347.60
Traffic Safety Supply Co.	2,075.40
Travel Information Council	358.00
Tyree Oil, Inc	769,631.80
U Printing	234.95
ULine	2,739.91
Umpqua Valley Fire Services, Inc.	341.30
United Rentals, Inc.	1,105.00
UPS-NW Store #105	1,617.80
US Bank Equipment Finance	1,785.60
US Postal Service	198.00
US Relay/HD Relay	792.00
Valvoline	246.46
Ventek International	2,070.00
VERIZON WIRELESS	2,691.02
Vonage	2,234.35
Walmart	2,319.96
WeatherTech	69.95
WEEBLY-CHARGE.COM	910.00
Wes' Towing	375.00
Ziply Fiber 541-412-7930-102902-5	316.88
Ziply Fiber 541-469-5867-121516-5	526.21
Zola's Pizza	106.00
Zoom Video Communications Inc.	119.92
Zoro Tools, Inc.	202.97
TOTAL	1,907,841.01

Port of Brookings Harbor

Check Registers

Cash Basis — As of August 31, 2022

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	DEBIT	08/05/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		23,107.29
Bill Pmt -Check	DEBIT	08/08/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		17,476.00
Bill Pmt -Check	DEBIT	08/05/2022	US Bank Equipment Finance	Contract No. 500-0623925-000 RICOH IMC6000 Copier		223.20
Bill Pmt -Check	DEBIT	08/09/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		17,476.00
Bill Pmt -Check	DEBIT	08/10/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		17,476.00
Check	DEBIT	08/05/2022	ADP	Advice of Debit 611407279 Payroll Date: 07/29/2022		148.31
Bill Pmt -Check	DEBIT	08/15/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		5,631.29
Check	DEBIT	08/02/2022	Elavon	JUL 2022 MERCHANT SERVICE FEE ACCT#316		1,144.19
Check	DEBIT	08/02/2022	Elavon	JUL 2022 MERCHANT SERVICE FEE ACCT#873 Ventek Boat Launch		199.58
Check	DEBIT	08/02/2022	Elavon	JUL 2022 MERCHANT SERVICE FEE ACCT#951		1,745.24
Check	DEBIT	08/10/2022	Edward Jones	Employer Contribution 08/10/2022 ConfirmationT1FL1-05QY9		142.25
Check	DEBIT	08/10/2022	Edward Jones	Employer Contribution 08/08/2022 ConfirmationT1FL1-06G2H		226.24
Check	DEBIT	08/10/2022	Edward Jones	Employer Contribution 08/08/2022 ConfirmationT1FL1-06J79		156.37
Check	DEBIT	08/10/2022	Edward Jones	Employer Contribution 08/10/2022 ConfirmationT1FL1-06KS4		815.15
Check	DEBIT	08/10/2022	Edward Jones	Employer Contribution 08/10/2022 ConfirmationT1FL1-06MSM		147.67
Check	DEBIT	08/10/2022	Edward Jones	Employer Contribution 08/10/2022 ConfirmationT1FL1-06PV9		71.72
Check	DEBIT	08/10/2022	Edward Jones	Employer Contribution 08/10/2022 ConfirmationT1FL1-06VTC		177.40
Check	DEBIT	08/10/2022	Edward Jones	Employer Contribution 08/10/2022 ConfirmationT1FL1-06Y4D		162.20
Check	DEBIT	08/10/2022	Edward Jones	Employer Contribution 08/10/2022 ConfirmationT1FL1-0704H		140.53
Check	DEBIT	08/10/2022	Edward Jones	Employer Contribution 08/10/2022 ConfirmationT1FL1-071RQ		318.88
Check	DEBIT	08/10/2022	TD Ameritrade	Employer Contribution 08/10/2022 ConfirmationT1FL1-073QN		199.78
Bill Pmt -Check	DEBIT	08/16/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		16,426.00
Bill Pmt -Check	DEBIT	08/23/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		24,181.35
Bill Pmt -Check	DEBIT	08/29/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		8,421.66
Check	DEBIT	08/19/2022	ADP	Advice of Debit 612385507 Payroll Date: 08/10/2022 - 2 payrolls		271.89
Bill Pmt -Check	DEBIT	08/16/2022	Chevron Business Card	Account #: 0496007075666 Fuel Purchases for Port Vehicles/Equipment -confirmation#3634081620...		773.16
Check	DEBIT	08/26/2022	ADP	Advice of Debit #613026907 ezLaborManager/ADP 300 Timeclock (3 Timeclocks)		180.35
Check	DEBIT	08/24/2022	Edward Jones	Employer Contribution 08/24/2022 ConfirmationT2W08-MZ6L5		171.62
Check	DEBIT	08/24/2022	Edward Jones	Employer Contribution 08/24/2022 ConfirmationT2W08-MZXF9		248.80
Check	DEBIT	08/24/2022	Edward Jones	Employer Contribution 08/24/2022 ConfirmationT2W08-MZZZV		157.32
Check	DEBIT	08/24/2022	Edward Jones	Employer Contribution 08/24/2022 ConfirmationT2W08-N02Q2		169.60
Check	DEBIT	08/24/2022	Edward Jones	Employer Contribution 08/24/2022 ConfirmationT2W08-N0485		66.93
Check	DEBIT	08/24/2022	Edward Jones	Employer Contribution 08/24/2022 ConfirmationT2W08-N06QC		201.13
Check	DEBIT	08/24/2022	Edward Jones	Employer Contribution 08/24/2022 ConfirmationT2W08-N099Q		176.60
Check	DEBIT	08/24/2022	Edward Jones	Employer Contribution 08/24/2022 ConfirmationT2W08-N0BVP		141.61
Check	DEBIT	08/24/2022	Edward Jones	Employer Contribution 08/24/2022 ConfirmationT2W08-N0D7H		350.80
Check	DEBIT	08/24/2022	TD Ameritrade	Employer Contribution 08/24/2022 ConfirmationT2W08-N0FM4		210.25
Check	DEBIT	08/22/2022	BL/ RV Park	STRIPE DEBIT - Refunds issued 18 AUG 2022		608.16
Check	DEBIT	08/22/2022		STORE CURRENCY DEPOSITED & SOLD for JULY 2022		4.49
Bill Pmt -Check	DEBIT	08/31/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		15,376.00
Bill Pmt -Check	DEBIT	08/30/2022	Pitney Bowes Global Lease	LEASE ACCT#0013096249		423.09
Check	DEBIT	08/30/2022	Umpqua Bank (Service fees)	Service Charge for Expedited Debit Card		60.00
Check	DEBIT	08/30/2022	Umpqua Bank (Service fees)	Service Charge for Expedited Debit Card		60.00
General Journal	Wes' Towing	08/04/2022	Wes' Towing	Original check #11011 payment to Wes' Towing was lost. Reissued payment via cc on 08/04/2022	300.00	
General Journal	162-1 Pay#1	08/01/2022		PAY NO. 1962403 Doc No. VP458441 FEMA Disaster 4432, PW162-1 Partial Pmt 1	66,460.92	
General Journal	DEBT 08/01	08/01/2022		Transfer to Debt Service Fund for Travelift Payment		4,659.00
General Journal	DEBT 08/01	08/01/2022		Transfer to Debt Service Fund for Fork Lift Payment		1,464.71
General Journal	DEBT 08/01	08/01/2022		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment		4,809.87
General Journal	IFA 08/01	08/01/2022		Transfer to IFA Debt Service for 3rd QTR 2022 Pmt		25,835.00
General Journal	RES 08/01	08/01/2022		Transfer to Reserve Fund		2,000.00
General Journal	USDA 08/01	08/01/2022		To transfer to USDA Revenue Bond Fund for November 2022 Payment		10,843.00
General Journal	GF 08/02	08/02/2022		Transfer $50,000 from Umpqua Bank to LGIP - General Funds		50,000.00
General Journal	CP 08/10	08/10/2022		Transfer to Capital Projects for payment to EMC Engineering inv#91009-2195		7,846.00

Port of Brookings Harbor
Check Registers
Cash Basis — As of August 31, 2022

Type	Num	Date	Name	Memo	Debit	Credit
General Journal	PAY 08/10	08/10/2022		Rec 08/10/2022 payroll		16,914.82
General Journal	PAY 08/10	08/10/2022		Rec 08/10/2022 payroll #2		3,503.09
General Journal	TAX 08/10	08/10/2022		Rec 08/10/2022 payroll		6,739.85
General Journal	TAX 08/10	08/10/2022		Rec 08/10/2022 payroll #2		1,582.81
General Journal	PAY 08/24	08/24/2022		Rec 08/24/2022 payroll		15,408.83
General Journal	TAX 08/24	08/24/2022		Rec 08/24/2022 payroll		6,198.46
Bill Pmt -Check	11097	08/01/2022	SDAO Spec. Dist. Assoc. OR - Prop & C...	Policy#31P16414-203 Customer ID: 01-16414 - 2021 PROPERTY & CASUALTY POLICY		10,328.62
Check	11099	08/03/2022	Rogue Credit Union	Membership #306 Acct#6000189521 CC Ending#7681 Pmt on account: Charges 07/25/2022 - 08/02...		10,828.17
Bill Pmt -Check	11100	08/03/2022	Amazon Capital Services	Business Account #A2VUC5YWS42764 - Supplies/Materials		66.97
Bill Pmt -Check	11101	08/03/2022	BI-MART	Account #931481 Water & Supplies		13.76
Bill Pmt -Check	11102	08/03/2022	Curry Transfer & Recycling	Account #2040-2434-001 Trash Dumpsters		8,494.06
Bill Pmt -Check	11103	08/03/2022	Freeman Rock, Inc.	07/13/2022 - Brush Disposal		72.00
Bill Pmt -Check	11104	08/03/2022	GNS Wireless	Wi-Fi Equipment for RV Park Upgrade		7,105.73
Bill Pmt -Check	11105	08/03/2022	Gowman Electric, Inc.	CCB: 198999 Electrical Repair		1,383.25
Bill Pmt -Check	11106	08/03/2022	Harbor Sanitary District	JULY 2022 Sanitary Bill		5,120.85
Bill Pmt -Check	11107	08/03/2022	Pape Material Handling	Customer No. 1070715 Equipment Maintenance & Repair		1,933.35
Bill Pmt -Check	11108	08/03/2022	Pump Pipe & Tank Services, LLC	05/23/2022 Service call for Filter Change / Deliver Filters & - 07/20/2022 - Filter change and D...		639.74
Bill Pmt -Check	11109	08/03/2022	Quill Corporation	ACCT#1932158 Office Supplies		175.52
Bill Pmt -Check	11110	08/03/2022	SDAO Spec. Dist. Assoc. OR - Healthcare	Customer #: 03-0016414 - HEALTHCARE PREMIUM		10,300.91
Bill Pmt -Check	11111	08/03/2022	Suburban Propane	07/12/2022 Repair to instant hot water heaters at RV Park		195.00
Bill Pmt -Check	11112	08/03/2022	ULine	Customer No. 15340135 OIL SORBENT BOOMS		739.47
Bill Pmt -Check	11113	08/03/2022	Gerald W. Burns, CPA	Financial Consultant Agreement		1,000.00
Bill Pmt -Check	11114	08/10/2022	Country Media, Inc.	CUST# 38747 Curry Coastal Pilot Notices		20.03
Bill Pmt -Check	11115	08/10/2022	EMC-Engineers/Scientists, LLC	42.60 Hrs Port Engineering RE Wastewater Treatment Plant		4,260.00
Bill Pmt -Check	11116	08/10/2022	Four Aces Security Solutions LLC	JULY 2022 - 62 Hours Security Patrol - 34%Marina, 33%Beachfront RV Park, 33%Commercial Retail		2,873.70
Bill Pmt -Check	11117	08/10/2022	Harbor Logging Supply, Inc.	Materials for Basin 1 A&D Dock Ramp		315.18
Bill Pmt -Check	11118	08/10/2022	Oregon PERS/State Social Security Ad...	ER No. 8147 Oregon State Social Security Administration Admin. Fee		15.00
Bill Pmt -Check	11119	08/10/2022	Umpqua Valley Fire Services, Inc.	07/29/2022 - Installed (2) cabinets & fire extinguishers on Fuel Dock area		341.30
Bill Pmt -Check	11120	08/10/2022	Thermo Fluids, Inc.	Account # PO24273 Removal of Used Oil and Oily Water		178.42
Bill Pmt -Check	11121	08/17/2022	Amazon Capital Services	Business Account #A2VUC5YWS42764 - Supplies/Materials		8.99
Bill Pmt -Check	11122	08/17/2022	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		56.99
Bill Pmt -Check	11123	08/17/2022	Sensaphone	Annual Subscription for Retail Septic system monitor		299.40
Bill Pmt -Check	11124	08/17/2022	Zoro Tools, Inc.	Customer#8068462 2 Bronze Floor Drain Grate for showers		78.16
Bill Pmt -Check	11125	08/17/2022	Slice Recovery	264 Bundles FIREWOOD for Resale RV Park		844.80
Bill Pmt -Check	11126	08/17/2022	Gowman Electric, Inc.	CCB: 198999 Electrical Repair 8/12/2022 - Work on sump pump in boatyard & 8/12/2022 - Changed...		547.24
Bill Pmt -Check	11127	08/17/2022	Gowman Electric, Inc.	CCB: 198999 Electrical Repair		599.37
Bill Pmt -Check	11128	08/26/2022	Amazon Capital Services	Business Account #A2VUC5YWS42764 - Supplies/Materials		225.38
Bill Pmt -Check	11129	08/26/2022	BI-MART	Account #931481 Water & Supplies		182.74
Bill Pmt -Check	11130	08/26/2022	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		252.99
Bill Pmt -Check	11131	08/26/2022	Harbor Water District P.U.D.	07/20/2022 - 08/22/2022 SERVICE/WATER BILL		3,076.03
Bill Pmt -Check	11132	08/26/2022	Les Schwab Tire Center	ACCT#24804672 Replacement of rear brakes EQ#1117 2018 F150 Ford		406.78
Bill Pmt -Check	11133	08/26/2022	Marine Surveyors & Consultants	07/18/2022 INSPECTION/CERTIFICATION EQ#4605 50T Marine Travel Lift & EQ#4606 & Public H...		1,170.00
Bill Pmt -Check	11134	08/26/2022	Miller Nash LLP	Legal Services		2,652.00
Bill Pmt -Check	11135	08/26/2022	NAPA Auto Part	ACCT#60285 Vehicle/Equip Maint. & Supplies		414.61
Bill Pmt -Check	11136	08/26/2022	Quill Corporation	ACCT#1932158 Office Supplies		216.10
Bill Pmt -Check	11137	08/26/2022	Rogue Credit Union	Membership #306 Acct#6000189521 CC Ending#7681		4,696.94
Check	11138	08/30/2022	Rogue Credit Union	Membership #306 Acct#6000189521 CC Ending#7681 Payment on account		7,572.77
Bill Pmt -Check	11139	08/30/2022	Coos-Curry Electric Cooperative, Inc.	ACCT # 67601 Electrical Service		7,840.93
Bill Pmt -Check	11140	08/30/2022	Curry Coastal Pilot	1 Year Subscription to Curry Coastal Pilot		78.00
Bill Pmt -Check	11141	08/30/2022	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		68.49
Bill Pmt -Check	11142	08/30/2022	Desi's Tree Trimming	08/19/2022 - Labor to chip 3 brush piles		300.00
Bill Pmt -Check	11143	08/30/2022	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Supplies & Materials		3,130.22
Bill Pmt -Check	11144	08/30/2022	Les Schwab Tire Center	ACCT#24804672 2 - 6" HUB MARATHON TIRE/WHEEL for Sump Pump		145.98
Bill Pmt -Check	11145	08/30/2022	NAPA Auto Part	ACCT#60285 Vehicle/Equip Maint. & Supplies		23.90
Bill Pmt -Check	11146	08/30/2022	Quill Corporation	ACCT#1932158 Office Supplies		17.66

Port of Brookings Harbor
Check Registers
Cash Basis — As of August 31, 2022

Type	Num	Date	Name	Memo	Debit	Credit
Bill Pmt -Check	11147	08/30/2022	Tidewater Contractors, Inc.	Customer Code: 000061 - 24 Concrete V Blocks for RV Park Fence Dividers		2,400.00
Total 10103 · General Funds Ckg Umpqua 3634					66,760.92	417,379.04
Total 101 · GENERAL FUND CHECKING & LGIP					66,760.92	417,379.04
10101 · Petty Cash						
Total 10101 · Petty Cash						
Total 100 · UNRESTRICTED CASH & EQUIVALENTS					66,760.92	417,379.04
110 · RESTRICTED CASH & EQUIVALENTS						
104 · RESTRICTED MONEY MKT & CHECKING						
20104 · USDA BOND Umpqua MM 9529						
Total 20104 · USDA BOND Umpqua MM 9529						
30104 · Debt Service Umpqua MM 8627						
60104 · OR FFC 2020 Debt Service						
Check	DEBIT	08/15/2022	Umpqua Bank/OR FFC Agreement 2020	OR FFC Agreement 2020 Payment #25		4,809.87
General Journal	DEBT 08/01	08/01/2022		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	08/15/2022	Umpqua Bank/Loan#747041620	Genie Reach Forklift Loan#747041620 Payment #54		1,464.71
Check	DEBIT	08/22/2022	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #70 - 50 BFMII Travelift		4,659.00
General Journal	DEBT 08/01	08/01/2022		Transfer to Debt Service Fund for Travelift Payment	4,659.00	
General Journal	DEBT 08/01	08/01/2022		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	162-1 Pay#1	08/01/2022		PAY NO. 1962403 Doc No. VP458441 FEMA Disaster 4432, PW162-1 Partial Pmt 1	66,460.92	
General Journal	162-1 Pay#1	08/01/2022		PAY NO. 1962403 Doc No. VP458441 FEMA Disaster 4432, PW162-1 Partial Pmt 1		66,460.92
General Journal	CP 08/10	08/10/2022		Transfer to Capital Projects for payment to EMC Engineering inv#91009-2195	7,846.00	
Bill Pmt -Check	426	08/10/2022	EMC-Engineers/Scientists, LLC	45.70 Engineering Hrs- PW162-1 FEMA 4432 & 4452 & Reimbursements		7,846.00
Total 40104.1 · Government Funds					74,306.92	74,306.92
70104.1 · Port Construction Fund						
General Journal	PCF 08/17	08/17/2022		Transfer to Port Construction Fund to pay McLennan Excavation Payment Request #2 REVISED	106,654.12	
Bill Pmt -Check	427	08/17/2022	McLennan Excavation, Inc.	Progress Payment Request #2 for RV Park Remodel Project		106,654.12
Total 70104.1 · Port Construction Fund					106,654.12	106,654.12
40104 · Capital Projects Umpqua 8018 - Other						
Total 40104 · Capital Projects Umpqua 8018 - Other						
Total 40104 · Capital Projects Umpqua 8018					180,961.04	180,961.04
Total 104 · RESTRICTED MONEY MKT & CHECKING					191,894.62	191,894.62
Total 110 · RESTRICTED CASH & EQUIVALENTS					191,894.62	191,894.62
TOTAL					**258,655.54**	**609,273.66**

ACTION ITEM – A

DATE:	September 21, 2022
RE:	Boat Shop and More, LLC Amendment No. 1
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- Boat Shop and More, LLC lease originated and commenced on November 1, 2020.
- The Port received a letter from Kenny Francis requesting to terminate the lease for the boat repair area with the Port before the end of the term. The initial term was three years, November 1, 2020 to October 31, 2023.
- The Board of Commission approved releasing Boat Shop and More, LLC from current lease for the boat repair with the Port.
- Port legal reviewed and approved Boat Shop and More, LLC Commercial Lease Amendment No. 1.

DOCUMENTS

- Draft Lease Amendment No. 1, 2 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
  Motion to approve Boat Shop and More, LLC Commercial Lease Amendment No. 1.

COMMERCIAL LEASE AGREEMENT
AMENDMENT NO. 1

This lease amendment ("Amendment") is entered into by and between the Port of Brookings Harbor ("Landlord") and Boat Shop and More LLC ("Tenant") to amend the terms of the Amended and Restated Commercial Lease Agreement dated November 1, 2020 (the "Lease").

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

A. The premises description in Paragraph 1 is amended to read as follows:

a. Approximately 5,265 square-feet of warehouse-shop building space, as depicted in Exhibit "A", located at 16060 Lower Harbor Road, Brookings, Oregon (referred to herein as the "Building Premises").

b. Approximately 2,700 square-feet of bare ground space, as depicted in Exhibit "B", located at 16060 Lower Harbor Road, Brookings, Oregon (referred to herein as the "Storage 1 Premises").

c. Approximately 3,900 square-feet of bare ground space, as depicted in Exhibit "C", located at 16060 Lower Harbor Road, Brookings, Oregon (referred to herein as the "Storage 2 Premises," collectively with the Building Premises and Storage 1 Premises, the "Leased Premises").

B. Subparagraph b of paragraph 2 is amended to read as follows:

Rental Rate. The base rental rate for the Leased Premises is One Thousand Eight Hundred Forty-Four and 25/100 Dollars ($1,844.25) per month, as calculated below, payable on the first day of each month. The base rental rate is the combined rate of:

1. The warehouse-shop building space consisting of 5,265 square feet of property at a reduced rent due to the condition of the building at approx. $0.25 per square foot per month, for a total of One Thousand Three Hundred Sixteen and 25/100 Dollars ($1,316.25) per month.

2. The bare ground space consisting of 2,700 square feet of property for a vessel service area at approx. $.08 per square foot per month, for a total of Two Hundred Sixteen Dollars ($216.00) per month.

3. The bare ground space consisting of 3,900 square feet of property for a vessel service or storage area at approx. $.08 per square foot per month, for a total of Three Hundred Twelve Dollars ($312.00) per month.

C. Paragraph 10 is amended to read as follows:

Maintenance and Repair – Landlord Obligations. The following will be the responsibility of Landlord:

a. Provide adequate means of ingress and egress to the Leased Premises.

b. Provide access to a water supply and electricity.

c. Repair and maintenance of existing exterior water, sewage, and electrical services up to the point of entry to the Building Premises.

d. Repair and maintain any structural element of the building that does not meet the definition of Major Damage as provided in Section 15, with respect to the Building Premises."

D. The following is added as a new Section 19(a)(6):

"Tenant's failure to comply with any other material provision of this Lease.

E. Exhibits A, B, and C to the Lease are deleted and replaced with Exhibit A, B and C to this Amendment.

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

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

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

PORT OF BROOKINGS HARBOR, Landlord	**BOAT SHOP AND MORE LLC Tenant**
Dated: _____ By: _____ Richard Heap, Board President ATTEST: _____ Commissioner	Dated: _____ By: _____ Kenneth Francis Owner

Port of Brookings Harbor
Exhibit A

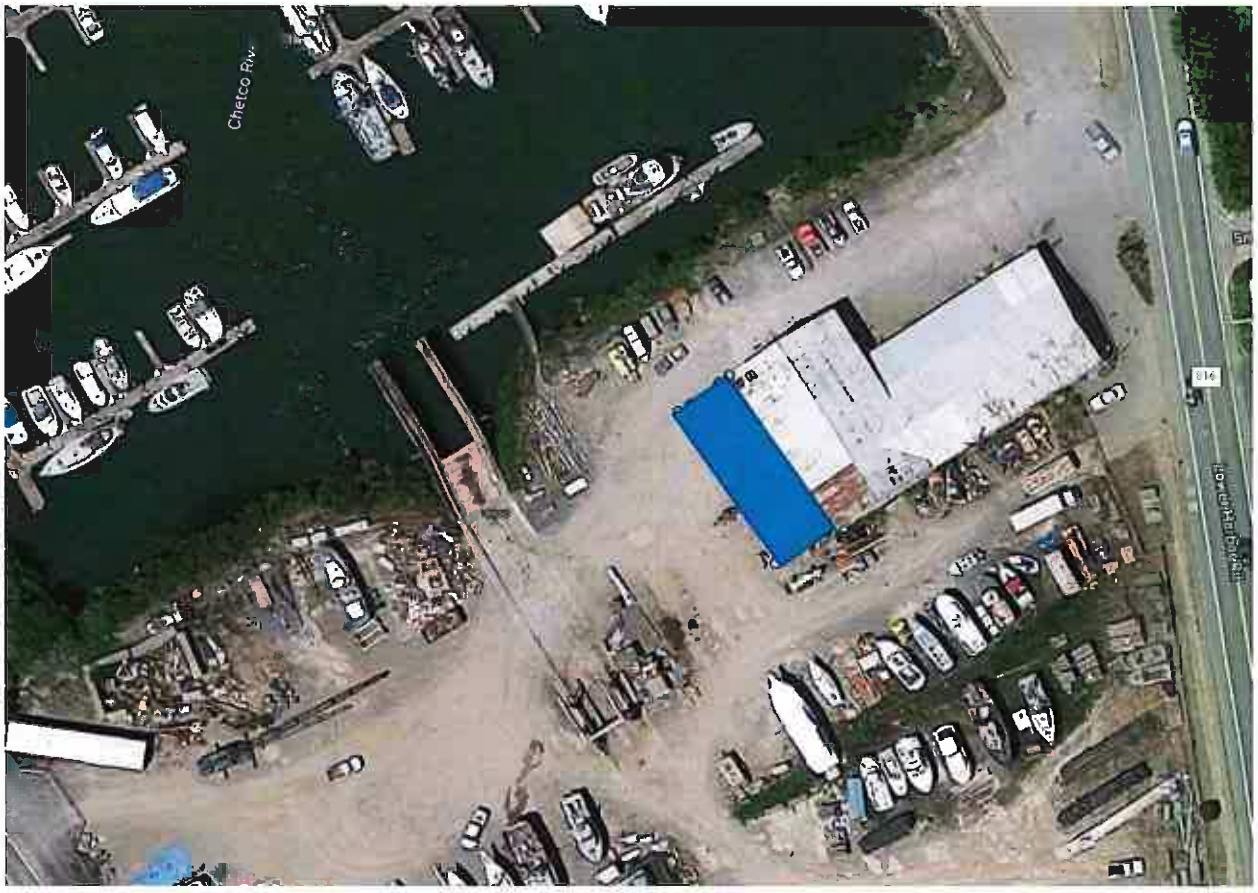
Warehouse-Shop Area at 16060 Lower Harbor Road = 5,265 square feet.

Port of Brookings Harbor
Exhibit B

Boat Service / Storage Area at 16060 Lower Harbor Road

Dimensions 90' by 30'

Total area used 2,700 square feet



Port of Brookings Harbor
Exhibit C

Boat Service Area at 16060 Lower Harbor Road

Dimensions 60' by 65'

Total area used 3,900 square feet

COMMERCIAL LEASE AGREEMENT
BOAT SHOP AND MORE, LLC

This lease agreement is made and entered into at Brookings, Oregon, effective the 1st day of November, 2020, by and between the **Port of Brookings Harbor**, an Oregon special district (referred to herein as the "Landlord") and **Boat Shop and More, LLC** (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 5,265 square-feet of warehouse-shop building space, (the Leased Premises, as described in Exhibit "A"), located at 16060 Lower Harbor Road, Brookings, Oregon.
   b. Approximately 18,763 square-feet of bare ground space, (the Leased Premises, as described in Exhibit "B"), located at 16060 Lower Harbor Road, Brookings, Oregon.
   c. Approximately 6,995 square-feet of bare ground space, (the Leased Premises, as described in Exhibit "C"), located at 16060 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 November 1, 2020 and continuing through October 31, 2023.
   b. **Base Rental Rate.** The base rental rate for the Leased Premises is Three Thousand Three Hundred Seventy-Six and 89/100 Dollars ($3,376.89) per month, as calculated below, payable on the first day of each month commencing November 1, 2020. The base rental rate is the combined rate of:

      1. The warehouse-shop building space consisting of 5,265 square feet of property at a reduced rent due to the condition of the building at approx. $0.25 per square foot per month, for a total of One Thousand Three Hundred Sixteen and 15/100 Dollars ($1,316.25) per month.

      2. The bare ground space consisting of 18,763 square feet of property for a vessel service area at approx. $.08 per square foot per month, for a total of One Thousand Five Hundred One and 04/100 Dollars ($1,501.04) per month.

      3. The bare ground space consisting of 6,995 square feet of property for a vessel service or storage area at approx. $.08 per square foot per month, for a total of Five Hundred Fifty-Nine and 60/100 Dollars ($559.60) per month.

      4. Reduced Rent for Two Months. Tenant and the Port will need two months to remove equipment and materials from each warehouse-shop. In consideration of the amount of equipment and materials being relocated, no base rent will be due for the first two months.

      5. Boat haul-outs or lifts from Port 50-metric ton travel lift will be billable to the Port per established rates, subject to change from time to time.

   c. **Option to Renew.** Upon termination of the initial term of this lease, Landlord grants to Tenant the option to renew this lease in whole or in part of the Leased Premises, for three (3) 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 boat services, repairs or refurbishing (excluding sand or metal blasting and spray painting) and boat storage for seaworthy boats and specialty auto work 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. Provide access to a water supply and electricity.
c. Repair and maintenance of existing exterior water, sewage, and electrical services up the point of entry to the Leased Premises.
d. Repair and maintain any structural element of the building that does not meet the definition of Major Damage as provided in Section 15, with respect to the Leased Premises.

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

12. **Indemnity.**

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

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

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

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

Landlord, and must reimburse and hold Landlord harmless for any bodily injury, fire or property damage not covered by Tenant's insurance.

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

15. **Major Damage.** Major damage means damage by fire or other casualty to the Leased Premises that causes the Leased Premises or any substantial portion of the Leased Premises to be unusable. In the event that major damage occurs without negligence or willful misconduct of Tenant or its employees, agents, or licensees, then either Landlord or Tenant may elect to terminate this lease by providing written notice to the other party within thirty (30) days after the occurrence of the damage. If this lease is not terminated following major damage, or if damage occurs that is not major damage, Landlord must promptly restore the Leased Premises to the condition existing just prior to the damage, with the exception of damage to Tenant improvements. Restoration of any Tenant improvements or alterations installed by Tenant, and the costs thereof, will be the responsibility of the Tenant. Rent will be reduced from the date of damage until the date restoration work being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Leased Premises not useable by Tenant.

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

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

18. **Assignment and Subletting.** This lease binds and inures to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant may not assign its interest

under this lease or sublet all or any portion of the Leased Premises without first obtaining Landlord's consent in writing. This provision applies to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment may relieve Tenant of its obligation to pay rent or perform other obligations required by this lease and no consent to one assignment or subletting may be deemed consent to any further assignment or subletting. Landlord may not unreasonably withhold or delay its consent to any assignment, or to subletting, accepting that the proposed Tenant has been approved by Landlord in writing. Tenant will pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney's fees.

19. Default.

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

1. Tenant's failure to pay rent or any other charge under this lease within ten (10) days after it is due, or failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision will be satisfied if Tenant commences corrective action within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this lease.

2. Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for Tenant's property.

3. Assignment or subletting by Tenant in violation of this lease.

4. Vacation or abandonment of the Leased Premises for more than three (3) months without the written consent of Landlord.

5. If this lease is levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days.

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

a. Landlord may terminate the lease and reenter, retake possession of the Leased Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. Following such retaking of possession, efforts by Landlord to relet the Leased Premises will be sufficient if Landlord follows its usual procedures for finding tenants for the Leased Premises at rates not less than the current rates for other comparable space on Port property. If Landlord has other vacant space available, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages to loss of rentals from Tenant.

b. Landlord may recover all damages caused by Tenant's default, which include an amount equal to rent lost because of the default and all attorney's fees and costs. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages will bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable through the remaining term of the lease. Such damages will be measured by the difference between the rent under this lease and the reasonable rental value of

the Leased Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rate on judgments.

c. Landlord may make any payment or perform any obligation that Tenant has failed to perform, in which case Landlord will be entitled to recover from Tenant upon all demand all amounts so expended plus interest from the date of the expenditure at the rate of one and one-half percent (1.5%) per month. Any such payment or performance by Landlord will not waive Tenant's default.

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

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

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

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

25. **Transfer of Premises.** If the Leased Premises is sold or otherwise transferred by Landlord or any successor, Tenant will attorn to the purchaser or transferee and recognize it as the landlord under this lease, and, provided the purchaser assumes all obligations hereunder, the Landlord (transferor) will have no further liability hereunder.

26. **Estoppel.** Either party will within twenty (20) days after notice from the other party execute, acknowledge and deliver to the other party a certificate reciting: whether or not this lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested.

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

27. **Attorney's Fees.** In the event, any action, suit, or other proceeding is instituted by either party to this lease to enforce any provision of this lease or any matter arising therefrom or to interpret any provision of this lease, the prevailing party will be entitled to an award of reasonable attorney's fees and costs of suit, including expert witness fees. In the event, any such action, suit, or other proceeding is appealed to any higher court or courts, the prevailing party will be entitled to an award of reasonable attorney's fees and costs for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney's fees and costs in the lower court, or courts.

28. **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all material terms of this lease, Tenant is entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord will have no liability to Tenant for loss or damages arising out of the acts of other tenants of Port property or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises.

29. **Complete Agreement.** This lease and the attached exhibits constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein. Any modification to this lease must be in writing and signed by both parties.

30. **Nonwaiver.** Waiver by either party of strict performance of any provision of this lease may not be deemed a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.

31. **Real Property Taxes.**

    a. **Payment of Taxes.** Tenant must pay all real and personal real property taxes, if any, applicable to Tenant's portion of the use and possession of the Leased Premises.

    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.

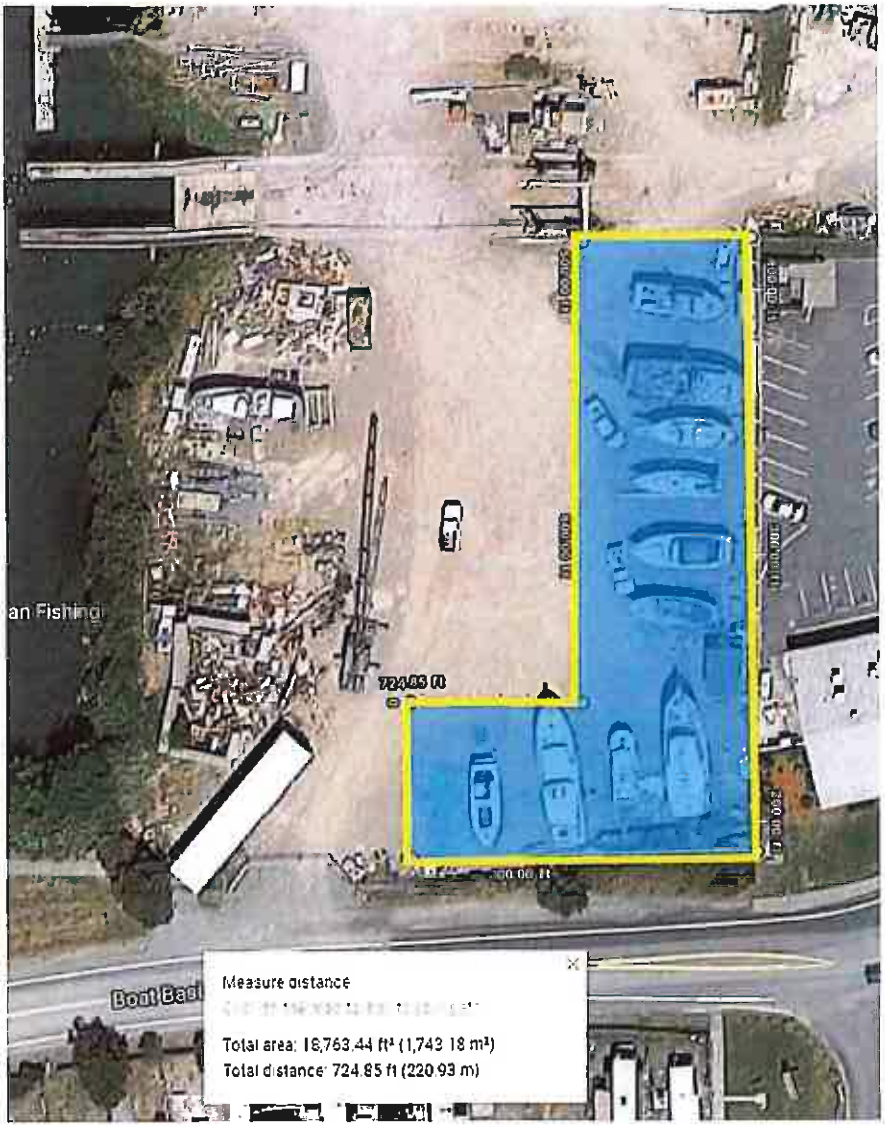
PORT OF BROOKINGS HARBOR, Landlord	**BOAT SHOP AND MORE, LLC Tenant**
Dated: 10-21-2020	Dated: 10-21-2020
By: _____ Richard Heap, Board Vice-President ATTEST: _____ Sharon Hartung, Board Secretary / Treasurer	By: _____ Name: Kenneth Francis Its: Owner
Mailing Address: P.O. Box 848 Brookings, OR 97415 Phone: 541-469-2218	Mailing Address: 98125 North Bank Chetco River Rd Brookings OR 97415 Phone: 541-373-1793

Port of Brookings Harbor
Exhibit A

Warehouse-Shop Area at 16060 Lower Harbor Road = 5,265 square feet.

Port of Brookings Harbor
Exhibit B

Boat Service Area at 16060 Lower Harbor Road = 18,763 square feet.



Port of Brookings Harbor
Exhibit C

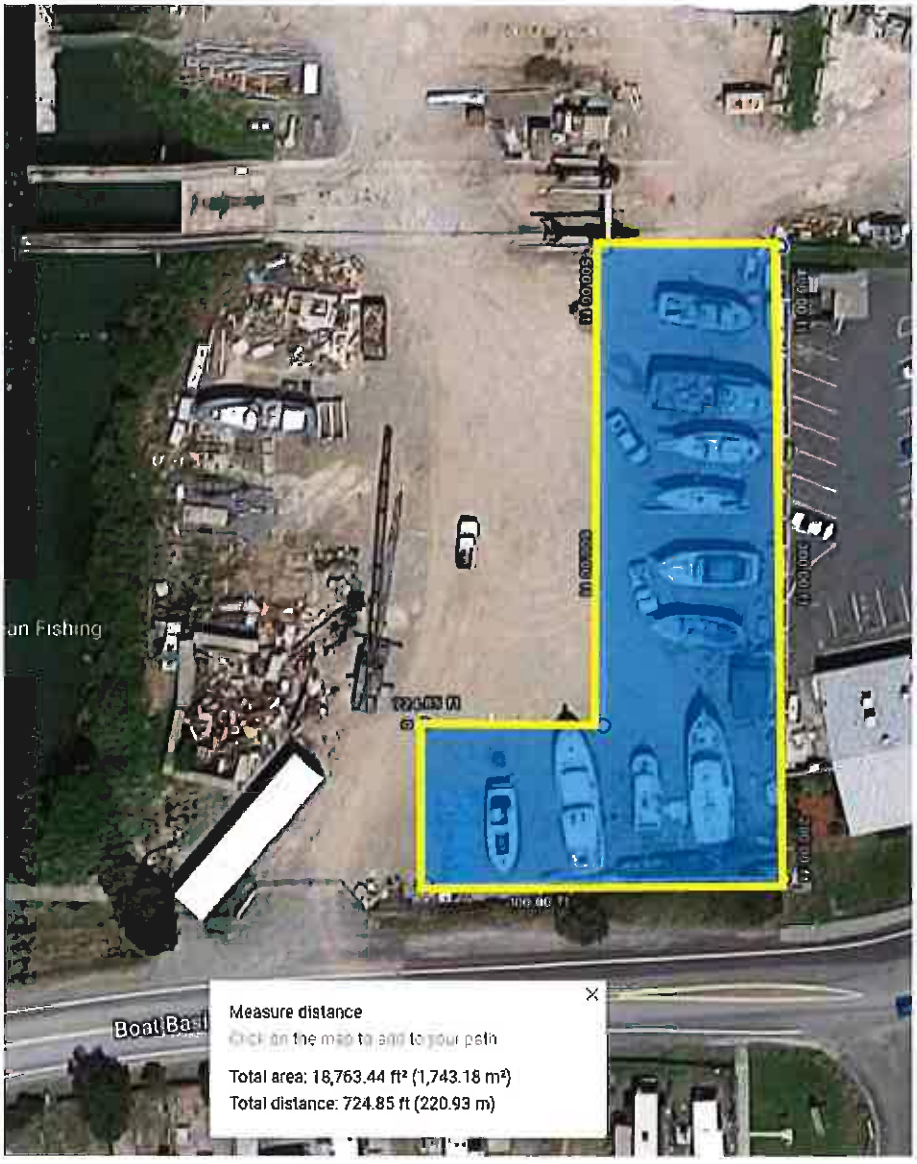
Boat Service / Storage Area at 16060 Lower Harbor Road = 6,995 square feet.

Port of Brookings Harbor
Exhibit A

Warehouse-Shop Area at 16060 Lower Harbor Road = 5,265 square feet.

Port of Brookings Harbor
Exhibit B

Boat Service Area at 16060 Lower Harbor Road = 18,763 square feet.



Port of Brookings Harbor
Exhibit C

Boat Service / Storage Area at 16060 Lower Harbor Road = 6,995 square feet.

ACTION ITEM – B

DATE:	September 21, 2022
RE:	Resolution 2022-08 Adopting Best Management Practices
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- Watched demo work to be done in contained area (concrete surface) tarped area.
- Checked with DEQ and spoke with Daniel about update of 1200-Z permit.
- No new requirements and/or permitting other than update.
- Resolution 2022-08 Adopting Best Management Practices would memorialize Board approval.

DOCUMENTS

- Draft Port Best Management Practices, Section 1.2 revision, 1 page
- Draft Resolution 2022-08 Adopting Best Management Practices, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
  Motion to approve Draft Resolution 2022-08 Adopting Best Management Practices to update Section 1.2 Scraping and Sandblasting to include dustless blasting.

BMP 1.2 – Scraping and Sandblasting:

The purpose of this BMP is to minimize the risk of discharge of paint or varnish residues and contaminated blast grit to the environment, either by direct discharge to water, conveyance via storm water or conveyance by air.

1) Sandblasting is prohibited.
2) Dustless blasting will be allowed as permitted by the Port.
3) Dustless blasting media type must be environmentally approved.
4) Dustless blasting must be contained within the immediate work area by controls approved by the Port.
5) Dustless blasting cleanup including tarp must be removed prior to any forecast rains.
~~1)~~6) Dustless blasting cleanup including tarp must be disposed of immediately after haul-in.
~~2)~~7) Scraping should only be conducted in designated vessel work areas.
~~3)~~8) Vessels in gravel work areas must sit on a tarp to prevent dust, paint chips and other materials from accumulation in the soil or sand.
~~4)~~9) Hand sanding is allowable, but all power sanders must have a dust collection unit attached.
~~5)~~10) Work areas must be kept clean of debris and grit from scraping and sanding operations so that runoff and wind will not carry any waste into the water.
~~6)~~11) Tarps and sheeting should be used in the gravel lot to collect debris and spent materials for appropriate disposal. All vessel work areas must be cleaned at the end of each work day.
~~7)~~12) As new, environmentally safe products become available which minimize the need for scraping and sanding, their use will be encouraged.
~~8)~~13) Scrapings and debris should be stored under cover in a manner that minimizes contact with processed water or storm water. Scrapings may be classed as a special waste or hazardous waste if soluble metals or antifoulant chemicals are present in large amounts.

BMP 1.3 – Vessel Painting:

The purpose of this BMP is to minimize the risk of a discharge of paint, solvents, and associated materials to the environment by either airborne or waterborne mechanisms.

1) The use of non-toxic, high bonding, easily cleaned hull coatings is encouraged, more alternative coatings are anticipated to become available as the technology advances.
2) Painting and varnishing of vessels in water should be generally limited to the interior surfaces and to "bright work", where paint materials and spills can be contained and prevented from entering the water.
3) PAINTING USING AREOSOLS OR SPRAY EQUIPMENT IS PROHIBITED.
4) The bottom edges of tarps and plastic sheeting should be weighted to keep them in place.
5) Drip pans, tarps, and sheeting should be used to contain droppings and spilled material.

PORT OF BROOKINGS HARBOR
CURRY COUNTY, OREGON

RESOLUTION NO. 2022-08

A RESOLUTION ADOPTING BEST MANAGEMENT PRACTICES

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 updated Best Management Practices to include dustless blasting.

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 Best Management Practices, 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 21th day of september, 2022.

ATTEST:

_____
Richard Heap, President

_____
Sharon Hartung, Secretary/Treasurer

ACTION ITEM – C

DATE:	September 21, 2022
RE:	Boat Yard Rates
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- Port operated the boat yard and haul outs until October 2020 when Kenneth Francis with Boat Shop & More LLC., took over scheduling and leasing some work area in the boat yard.

- August 17, 2022, Regular Meeting, Kenny requesting to terminate the lease for the boat repair area with the Port before the end of the term.

- If lease is amended in Action Item A, the boat yard and work areas will come back to the Port and new rates will need to be established.

DOCUMENTS

- Approved Boat Yard Work Plan & Agreement, 2 pages
- Draft Rate Sheet for Haul-outs, 1 page
- Boat Repair Yard Rates Comparison, 2 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
  Motion to approve added rates for yard days, environmental fee, pole storage, and clean up charges as discussed.

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

Boat Yard Work Plan & Agreement

Haul Out Date: _____ **Time:** _____ **AM / PM**

Owner/Operator: _____ Phone: (____) _____--_____

Mailing Address: _____

Name of Vessel & Doc/Res Number: _____

Boat Length: _____ Boat Beam: _____ Boat Draft: _____ Boat Weight: _____ Tons

Is there anything under the boat we need to watch for? ☐Yes ☐No. What is it: _____

What type of boat is it? ☐Sport ☐Commercial Fleet ☐Sailboat ☐Catamaran ☐Yacht ☐Other

Scope of Work: ☐Routine Maintenance ☐Other _____

This Agreement is subject to the terms and conditions set forth on the Agreement and to the Port of Brookings Harbor ordinances, presently in effect or that become in effect in the future.

I AGREE TO THE TERMS AND CONDITIONS ATTACHED TO THIS DOCUMENT:

Owner/Operator: _____ _____
Signature Date

General Terms and Conditions

- **PORT RESPONSIBILITY:** The Port of Brookings Harbor ("Port") is responsible for hauling the vessel out of the water with the travel lift and for lifting the vessel off the blocks, travel, and placement of the vessel in the water after the owner places the straps.
- **OWNER/OPERATOR RESPONSIBILITY:** The Owner/Operator ("Licensee") is responsible for the proper placement of the travel lift straps both hauling out and placing the vessel back in the water.
- **ASSUMPTION OF RISK:** The Owner/Operator acknowledges that haul-out procedures necessarily cause warpage and may cause leakage, especially with wooden boats or metal boats built with rivets. The Owner/Operator expressly agrees that the Owner/Operator is assuming the risk of such leakage or damage when the vessel is hauled out by the Port and agrees to make no claim for any damages whatsoever, but rather assumes the risk for himself/herself. For all claims, demand, suits, actions and proceedings against the Port, of every kind of nature, including without limitation, those sounding in contract or tort or for the breach of warranty, the laws of the State of Oregon shall be, without exception or limitation, binding and controlling law, and damages shall not exceed the amount set forth in the Oregon Tort Claims Act. Any and all suits, actions and proceedings, of every kind and nature

whatsoever, against the Port shall be filed and maintained exclusively in the Circuit or District Court, as appropriate, of the State of Oregon, for the County of Curry.

- **ATTORNEY'S FEES:** If suit or action is instituted in connection with any controversy arising out of a haul out, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.
- **HOLD HARMLESS:** The obligation of the Port under this Agreement is limited to furnishing a portion of yard space reasonably necessary for vessel maintenance. The Port does not accept vessels or personal property for storage and accepts no responsibility or liability for the safe keeping thereof, including, loss of any kind, theft or damage of any kind or cause. The Owner/Operator is fully responsible for the care and safety of the vessel, its contents and for himself/herself, his/her family, his/her employees or invitees to the Port's premises and agrees to hold the Port harmless and free from claim for any damages, injury or loss resulting from the acts or failure to act of Owner/Operator, his/her family, his/her employees or invitees. All personnel engaged in the haul-out in the vicinity of the vessel after the travel lift arrives with the vessel and stops at the assigned blocking space. The Owner/Operator releases the Port, its officers, directors, Port Manager, employees, and agents from any and all liability of responsibility arising during period when vessel is on blocks at the Port Boat Repair Yard Facility. The Owner/Operator agrees to indemnify and save harmless the Port, its officers, directors, Port Manager, employees, and agents with respect to any and all claims for damage to property or for injury to persons. The Owner/Operator agrees to save, defend, and hold harmless the Port from any liability or claims of damage as a result of the haul out.
- **ENVIRONMENTAL LAWS:** All applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this Agreement are by reference incorporated herein to the same force and affect as if set forth herein in full.
- **RULES AND REGULATIONS:** Owner/Operator agrees to comply at all times with any and all Rules and Regulations promulgated by any Federal, State, Local government authority or this Port. Further, Owner/Operator agrees to abide by special requests made in the interests of public or vessel safety by Port Manager or his/her designee. It is the Owner/Operator's responsibility to stay abreast of all rules and regulations concerning vessel use and the use of Port facilities. A copy of the Port's Ordinance is available from the Port Office or website.
- **ACCEPTANCE OF PREMISES:** Owner/Operator acknowledges he/she has inspected the premises for use under this Agreement and accepts them in their present "AS-IS" condition. Owner/Operator agrees to keep the assigned premises neat, clean, free of hazardous or flammable materials and to preserve the assigned space in as good condition and repair as is now or may be put hereafter by the Port. Clean-up fees will be charged for each man-hour at established rates. Equipment charges and disposal or any material are extra. No sandblasting or spray painting is allowed.
- **SCHEDULING:** A routine maintenance haul-out or launch is not an emergency. An emergency situation exists only when a vessel is distressed to the degree that it is taking on water at a rate that will cause damage that can be prevented by removing the vessel from the water. Non-emergency haul-outs shall be scheduled in advance with Port staff.
- **PAYMENT:** The Owner/Operator agrees to pay in full to the Port of Brookings Harbor any past due fees on the account and all charges incurred during haul-out prior to returning vessel to water or removing from Port premises or at the end of each 30 days the vessel remains in the repair yard, whichever occurs first. Past due accounts will be assessed a late charge of 1.5% per month (18% per annum). In the event, suit or action is instituted to collect any amount owed on this account, the Owner/Operator agrees to pay any reasonable attorney fees, collection agency fees and any other costs associated with such action. Failure to pay for charges or misuse of Port facilities may result in relinquishing all privileges or access to facilities and service of the Port of Brookings Harbor.
- **INDEPENDENT WORK:** Any and all work done on boats is done on behalf of the Owner/Operator and not on behalf of the Port.
- **BINDING EFFECT:** This agreement is binding upon the assignees, heirs, and successors of Owner/Operator.

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

Section 2. Boat Yard

A routine maintenance haul-out or launch is not an emergency. An emergency situation exists only when a vessel is distressed to the degree that it is taking on water at a rate that will cause damage that can be prevented by removing the vessel from the water. All routine vessel maintenance must be scheduled through Boat Shop & More.
Haul-out includes one hour of in strap for boat wash. 1-hour minimum on hourly rates.
No long term storage rates for boats in the boat yard.

Boat Travel Lift 50 MT Capacity - Includes 1-Hour Boat Wash

A. Two Moves	$	600.00
B. Single Move	$	400.00
C. After Hours Move Surcharge	$	250.00
D. Boat Wash Additional Hour	$	70.00
E. Remain in Straps After 1-Hour with Port Approval, Per Hour	$	200.00
F. Trailers Lifts (Placing On or Removing), Plus Hourly Port Labor Rates May Apply	$	400.00

	Recommended Rate	Approved Rate
G. Yard Days		
Vessel per foot per day		
Monthly Rate		
Yard days include: tarps/visqueen, blocks, stands, power, water & trash.		
H. Environmental Service Charge		
Service charge includes stormwater pollution controls and testing.		
I. Outrigger Pole Storage		
J. Cleanup Charge ..... per hour at Port Labor & Material Rate(s)		
Failure to cleanup laydown area		

Boat Repair Yard Rates Comparison

Description	Brookings	Humboldt	Charleston	Toledo	Astoria
Travel Lift Haul-outs					
Two Moves	600.00		603.65		
One Move	400.00		430.73		
After Hour Move Surcharge	250.00		280.08		
Remain in Straps	200.00				
Place on Trailer, Lifts	400.00				
One-way per foot		16.00			
Round Trip per foot		16.00			
Emergency Haul-out per foot + Labor		30.00			
Travel lift per hour		300.00			157.00
Minimum Haul-out / Launch Fee		400.00			
Up to 35 foot + labor to plan travel and block				450.00	
36 ft to 45 ft per foot + labor to plan travel and block				15.00	
46 ft + per foot + labor to plan travel and block				17.00	
Re-block or move per owner request per hour + labor				250.00	
Round Trip Less than 50 ft					10.00
Round Trip 50 ft and over					15.00
One-way Less than 50 ft					6.00
One-way 50 ft and over					9.00
Yard Days					
Per Vessel Foot	1.00	1.40			
Minimum per month			53.00		
1-30 days per foot per day			0.16		
31-90 days per foot per day			0.28		
91-180 days per foot per day			0.40		
Over 180 days per foot per day			0.54		
Long term work area per ft per day			4.63		
Up to 50 foot day				75.00	
Up to 50 foot week				300.00	
Up to 50 foot month				650.00	
51 ft to 74 ft day				100.00	
52 ft to 74 ft week				400.00	
53 ft to 74 ft month				1,300.00	
Active per foot per day					0.65
Inactive per foot per day					0.33
Boat Stands					
Boat Stand per stand per month	13.00				
Blocking / Stand Fee per stand per week		3.00			
Equipment					
Reachlift	138.00				
Crane w/ crew 120 per hr		150.00			
Crane 20 ton per hour				159.00	120.00
Crane 60 ton per hour				205.00	
Forklift 5000lb	69.00	140.00	89.12		65.00
Manbasket		140.00			

Boat Repair Yard Rates Comparison

Description	Brookings	Humboldt	Charleston	Toledo	Astoria
Enironmental Cleanup Fee					
Case dependent		Per case			
Service Charge			11%		
Yard price plus per week				1,600.00	
Minimum Charge Weekly				2,100.00	
Fee					75.00
Outside Storage					
Trailers & Boats up to 30 feet per month		78.00			
31 feet + any boat, trailer or vehicle / mo		10.40			
Trailer per day					10.00
Trailer per month					150.00
Tarp Fee					
Tarping Fee up to 35 foot				75.00	
Tarping Fee 36 foot +				125.00	
Tarp Fee					60.00
Misc Fees					
Vender Fee per hour				11.00	
Self-service pier / vender fee $100 per day, plus per foot				1.80	
Electrical Charge per day				21.00	
Electrical Charge per week				140.00	
Power 30amp per day					5.00
Power 30amp per month					95.00
Power 50amp per day					10.00
Power 50amp per month					125.00
Power Wash min first 1/2 hour					55.00
Power Wash per person per hour					95.00
Boat Wash 1 hour included Additional Hour	70.00				

60

PORT OF BROOKINGS HARBOR

2019 RATES

Section 2. Boat Yard

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

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

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

A. Haul Out, 50 ton capacity, 28 foot minimum			
1) Round Trip, per foot			
less than 40 foot		$	9.50
2) greater than 41 foot		$	11.50
3) One Way Trip			
60% of Round Trip			Calculate
B. Remain In Strap, after hour			
per hour		$	194.00
C. Lift to Trailer			
per hour		$	194.00
D. Moving After Being Blocked			
per hour		$	194.00
E. Yard Days			
First and last day no charge			
per foot per day		$	1.00
F. Boat Wash (pressure washer)			
per foot		$	1.50
G. Scaffolding (if available)			
per week		$	173.00
H. Stepping Mast One Way			
per hour	Same rate as Section 1 B 12k Telehandler	$	126.00
I. Boat Stands for Boat Storage			
per stand per month		$	13.00
J. Pole Storage			
per month		$	11.00

* REQUIRE PROOF OF INSURANCE (TYPE OF INSURANCE?)

REINCKE MARINE FABRICATION

EST. 1990
Humboldt Bay California
40 70' N 124 22' W

(707) 444-1393

WELCOME TO RMF

Self Service

We offer self-service spaces for vessels of all sizes. Feel free to do the work yourself at your own pace.

Full Service

Have the talented team at RMF perform the necessary maintenance, upgrades, or new installations you need to get the job done right.

Boat Storage

We offer secure, gated storage for trailer boats or any size boat Spaces with or without power hook ups.
RV & Vehicle Storage
Monthly or Yearly Agreements available.

WHAT CAN RMF OFFER YOU

Haul Outs

Haul Outs/Equipment

All services for haul-outs/launches and equipment

Lay Days

$1.40/Ft/Day

Daily charge for self-service work space

One-way

$16.00/Ft

Up to 70ft or 100 Ton With 48 hours notice

Round Trip

$16.00/Ft

Up to 70ft or 100 Ton With 48 hours notice

Round Trip

$21.00/Ft

Over 70ft or 100 + Ton With 48 hours notice

Emergency Haul-Out

$30.00/Ft + $120.00/Man/Hr

Less than 48 hours notice, also requires payment of 30 days yard rent, all fees payable in advance

Travel Lift Service

$300/Hr

Includes lift for block movement. 1 Hr minimum

Boom Crane

$150/Hr, w/ crew +$120/Hr

60' reach. 1 Hr minimum

Forklift

$140.00/Hr

5000 LB, 1/2 Hr minimum

Man Basket

$140.00/Hr

40' reach, W/ Operator, 1 Hr minimum

Minimum Haul-Out Fee

$400

Minimum charge for haul-out/launch operations

General Rates

Shop Rate

$120.00/Hr

Rate for general labor

Machine Shop

$150.00/Hr

Work done in our machine shop

Consulting

$60.00/Hr

Project Planning

Blocking/Stand Fee

$3/Stand/Week

Fee for use of boat stands

Water Contamination Fee

Case Dependent

Contamination clean-up fee

Storage

Side Storage

$78.00/Month

Trailered Boat, Boat Trailer, Small Travel Trailer, Compact Vehicle Storage up to 30 Ft overall length, Gated and Secure with 7 day /week access

Outside Storage

$10.40/Ft/Month

31 Ft + Any Boat, Vehicle, RV over 30 Ft - long term or short term storage
gated and secure with 7 day/week access, Power hook ups available

PHOTO GALLERY

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Shipyard Rates

Below you will find all the rates for the services provided in the Charleston Shipyard.. **All rates are to be paid in advance and an 11% Environmental Service Charge will be added to all Charleston Shipyard invoices.**

Search

Search

SHORT TERM WORK AREA (UTILITY SERVICES)

MINIMUM	$53.00 per month	**91-180 DAYS**	$0.40 / ft per day
1-30 DAYS	$0.16 / ft per day	**OVER 180 DAYS**	$0.54 / ft per day
31-90 DAYS	$0.28 / ft per day		

LONG TERM WORK AREA (NO UTILITIES)

LONG TERM RATE	$4.63 / ft per month	**MINIMUM**	$138.77

Subscribe

Sign up to receive news and updates from the Port!

First Name

Last Name

Email Address

SIGN UP

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OK

HALF DAY *up to four hours*	$0.82 / ft	**FULL DAY** *per full day*	$1.36 / ft

Upcoming Events & Notices

Public Auction
Aug 4, 2022

FLOATING WORK DOCK

HALF DAY *up to four hours*	$0.43 / ft	**FULL DAY** *per full day*	$0.70 / ft

FORKLIFT SERVICE

HOURLY RATE	$89.12

DUSTLESS SANDERS

DAILY	$13.79	**WEEKLY**	$64.71

For Travel Lift rates, click here.

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OK

Travel Lift

Charleston Shipyard Travel Lift

This 100-metric ton Marine Travel Lift services the Charleston Shipyard. The Travel Lift can safely hoist vessels weighing up to 220,000 lbs for upland storage and repair projects.

Features

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OK

- Weight transducers that provide vessel weight to customer
- Night time lights for adequate light for night time operations
- Triple strapping fore & aft to provide better weight distribution

First Name

Last Name

Email Address

SIGN UP

We respect your privacy.

Hours of Operation

Mon. - Fri. // 8 AM to 4 PM

*Excludes Port Observed Holidays

The Port can lift any vessel 24/7. There is a surcharge for boat lifts after hours and during Port observed holidays.

Upcoming Events & Notices

Public Auction
Aug 4, 2022

Travel Lift Prices

TWO WAY MOVE
Includes a 1 hr pressure wash & plastic sheeting
$603.65

ONE WAY MOVE
$430.73

AFTER HOURS SURCHARGE
Vessels brought in after hours of operation or during Port holidays will incur an additional charge.
$280.08

AFTER HOURS SURCHARGE
Each additional hour
$70.02

Prices do not include 11% Environmental charge

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OK

How to Reserve Your Vessel Lift

1. Call the Charleston Shipyard at (541) 297-2713 to schedule an appointment.

2. Fill out and sign a use agreement prior to boat lift. It is highly recommended that customers outside the area to provide vessel specifications to Shipyard staff prior to arrival.

3. Bring boat to the Charleston Shipyard at the appointment time for your boat lift

The Port reserves the right not to lift a vessel if deemed unsafe to do so.

Charleston Shipyard

63131 Troller Road
Charleston, OR 97420

P.O. Box 5409

C *(541) 297-2713*
P *(541) 888-3703*
F *(541) 888-6111*
H *Daily*
5 AM to 10 PM

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OK

Chuck Gerttula President
Rick Graff, Vice President
Zack Dahl, Secretary & Treasurer
Mike Kris, Commissioner
Penny Ryerson, Commissioner
Lorna Davis, Port Manager

RATES EFFECTIVE JUNE 1, 2022

Labor Rates:

SERVICE I Haul/Launch, Clean-Up Prep, Plan, Transport, Block	**$84/Hour**	
SERVICE II Pressure Washing, Forklift with Operator, Brush/Rolling, POT Tender	**$87/Hour**	
SERVICE III Welding, Mechanical, Spray Paint (Not Sandblasting) Carpentry, Fiberglass, Electrical	**$92/Hour**	
Supervisor, Lift Operator	**$97/Hour**	
Boat Repair Shop/with Labor-Mechanic	**$121/Hour**	
Sand Blasting: Sand Blasting, Per operator & equipment *(pot tender & materials not included)*	**$165/Hour**	
Crane Rates:		
20-ton Crane, includes operator	**$159/Hour**	*Minimum ½ hour*
60-ton Crane, includes operator	**$205/Hour**	*Minimum ½ hour*
Recycle Fees (Market Dependent)		
Oily bilge water, fuel, anti-freeze, used oil	**$5.00**	*per gallon*
Disposal fee, recovered sand-blasting matereial	**$105.00**	*per ton*
Compliance/Tarping Fee		
Up to 35'	**$75**	*Hourly labor may apply*
36' +	**$125**	*Hourly labor may apply*
Vendor Fee		
All Vendors must registered and approved by POT.	**$11**	*per hour*

Hours: Monday-Friday 8:00am-4:30pm. Closed Holidays. All hours outside of regular hours are subject to OT time and a half, Holiday at double time and a half rates.

Serving Since 1910

496 HWY 20, Unit 1 | PO Box 428, Toledo, Oregon 97391 | Telephone (541) 336-5207 |Fax (541) 336-5160
info@portoftoledo.org | www.portoftoledo.org

Chuck Gerttula President
Rick Graff, Vice President
Zack Dahl, Secretary & Treasurer
Mike Kris, Commissioner
Penny Ryerson, Commissioner
Lorna Davis, Port Manager

Boat Lift Rates:

ACME 85-Ton Lift *

Up to 35'	**$450 Haul/Launch**	*Plus Labor for plan, transport, block.*
36-45'	**$15/Per Foot**	*Plus Labor for plan, transport, block.*
46'+	**$17/Per Foot**	*Plus Labor for plan, transport, block.*

**Haul/Launch (lift & lower)includes operator and spotter. Plus labor for plan, transport, block.*

ASCOM 660-Ton Lift*

Up to 74'	**$35/Per Foot**	*Plus Labor for plan, transport, block.*
75' +	**$45 /Per Foot**	*Plus Labor for plan, transport, block.*

**Haul/Launch (lift & lower)includes operator and spotter. Plus labor for plan, transport, block.*
OT labor for Haul & Launch plus plan, transport and block apply at time and a half.
Holiday rates at double time an a half.

Lift fee per hour for move & re-block, per owner request **$250/Per Hour for lift,** *plus labor for operator and spotters.*

Moorage Rates	**Day/Week/Month**
Hard & Floating Service Pier Moorage (Include one ladder or staircase)	
Up to 50'	**$75/$300/$650**
51' to 74'	**$100/$400/$1300**
75' +	**$150/$500/$2100**

Minimum 1 full day, weekly charge at 3+ days, monthly @ 28 days

Environmental Building
Hard Moorage price, plus $1600 per week. ($2100 minimum charge weekly)

Service Pier Per Day-for Self Service/Vendor
$100 per day, **plus $1.80** per foot.

Electrical Charge
1-110 included. 480V, 208, 3 phase or more- **$21 per day, $140 per week**

All Paint & Zincs must be purchased through the Shipyard.
Any management approved paint, primer, coatings and zincs NOT purchased through the shipyard are subject to a $60 per gallon charge for paint and 35% mark-up on Shipyard retail cost for zincs.

Rates are subject to change. Credit card authorization or deposit may apply.
4% fee for all credit card payments over $2500.

Chuck Gerttula President
Rick Graff, Vice President
Zack Dahl, Secretary & Treasurer
Mike Kris, Commissioner
Penny Ryerson, Commissioner
Lorna Davis, Port Manager

Equipment Rates:

SMALL EQUIPMENT	Per Day		Day/Week/Month
BUFFER	$30	Metal Stairs *	15/75/200
CHAINPULL	$20	Gangway *	20/125/350
ENGINE C-LIFT	$60	Ladder *	20/45/75
Fuel Pump	$20	Large Staircase *	20/125/350
GRINDER-5"	$20	*1st ladder/stair inc. in moorage	
IMPACT WRENCH	$20		
NEEDLE GUN	$25	Mast Trailer-Daily	$95
SANDER-5"	$20	Scaffold Day/Week/Month	30/125/300
SHOPVAC	$20	Scissor Lift-Hourly	$40
SM Tool Rental	$20	Scissor Lift Day/Week/Month	80/400/1250
Steam Cleaner	$90	JLGPD-Hourly	$100
Work Barge	$40	JLGPD-day/week	430/1000

RATES ARE EFFECTIVE JUNE 1 2022 AND SUBJECT TO CHANGE.

Haul-Out and Boatyard
88 Ton TraveLift®

HAUL-OUT/ ROUND TRIP		
(Includes Blocking)	Less than 50 ft.	$10.00 per ft.
	50ft. & over	$15.00 per ft.
HAUL-OUT/ 1 WAY	Less than 50 ft.	$6.00 per ft.
	50ft. & over	$9.00 per ft.
VESSEL STORAGE		
Active	starting at $0.65/ft. per day	
Inactive	starting at $0.33/ft. per day	
TRAILER STORAGE		
Daily Rate	$10.00	
Monthly Rate	$150.00	
POWER		
30 amp Service	$5.00 per day	
	$95.00 per month	
50 amp Service	$10.00 per day	
	$125.00 per month	
POWER WASH	$55.00 min first ½ hr	
(per person)	$95.00 per hr	
TRAVEL LIFT	$157.00 per hr	
CRANE	$125.00 per hr	
LABOR	$79.00 per hr	
GEAR STORAGE	$175.00 per month	
FORK LIFT	$65.00 per hr	
SNORKEL LIFT	$100.00 per hr	
SCISSOR LIFT	$100.00 per day	
ENVIRONMENTAL FEE	Min $75.00	
TARP FEE	Min $60.00	

Port of Astoria Boatyard
524 Gateway Ave
Astoria OR 97103
(503) 791-7731
Email: boatyard@portofastoria.com
www.portofastoria.com

ACTION ITEM – D

DATE:	September 21, 2022
RE:	Boat Yard Clam Shelling
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- Clam shelling the travelift ramp has been an ongoing issue for the Port.
- August 11, 2022 had a Board-to-Board meeting with the Curry County Commissioners and Curry County Roadmaster who offered to help remove the sediment from site after dredging, the Port would pay costs.
- Jack Akin is working on JPA.

DOCUMENTS

- Current Pictures of Travelift,
- Current pictures of sediment pile,
- Quotes for removal of sediment,

COMMISSIONERS ACTION

- **Recommended Motion:**
  Motion to approve

BASIN 2
84" CULVERT

BASIN 2
84" CULVERT

ACTION ITEM – E

DATE:	September 21, 2022
RE:	EMC Engineer/Scientists, LLC Amendment No. 2
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- Jack Akin with EMC Engineer/Scientists, LLC has confirmed no rate adjustments at this time.
- This amendment extends current contract through September 21, 2023.
- Port legal reviewed and approved EMC Engineer/Scientists, LLC Amendment No. 2.

DOCUMENTS

- Current Agreement with EMC Engineer/Scientists, LLC., 9 pages
- EMC Engineer/Scientists, LLC Professional Agreement Amendment No. 2, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
  Motion to approve EMC Engineer/Scientists, LLC Professional Agreement Amendment No. 2.

Port of Brookings Harbor

Amended and Restated Agreement for Professional Services

This Amended and Restated Agreement for Professional Services ("Agreement") is made and entered into this 21st day of September, 2022 (the "Effective Date") by and between the Port of Brookings Harbor, an Oregon special district, herein referred to as "POBH" and EMC-Engineers/Scientists, LLC, an Oregon limited liability company, herein referred to as "Contractor."

WHEREAS, POBH and Contractor entered into that Agreement for Professional Services dated April 16, 2020 for the performance of engineering and management services (the "PSA").

WHEREAS, on September 21, 2020, POBH and Contractor entered into that Amendment No. 1 to the PSA which extended the duration of the PSA and adjusted certain provisions regarding compensation and termination.

WHEREAS, POBH and Contractor desire to amend and restate the PSA in accordance with the terms and conditions of this Agreement.

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 September 21, 2023, unless otherwise terminated or extended.

2.0 Scope of Services. Contractor's services under this Agreement consist of the following (the "Work"):

2.1. Services. Contractor will assist in FEMA and other government (federal, state and local) funding applications, including design and technical aspects, and other work as decided by the Port Manager. This may include preliminary designs, assessments and other duties that are elements of sought-for funding, and include various projects described as landslide and slope stability, dock systems, dredging, concrete pad and receiving docks, including elevation and plan siting, fill specs, RFP and contractor selection; drawing specification and review; slope determination and stability assurance; on-site project management and final inspections. Time will be charged for one engineer, and includes travel, communications with construction professionals and POBH, and report letter summarizing findings.

2.2. Documents. All documents including Drawings and Specifications prepared or furnished by Contractor (or Contractor's independent professional associates and consultants) pursuant to this Agreement are instruments of service, which are part of the Work, and Contractor shall retain an ownership and property interest herein whether or not the Work is completed. POBH may make and retain copies for information and reference in connection with the use and occupancy of subject projects by POBH and others. However, such documents are not intended or represented to be suitable for reuse by POBH or others on extension of any other project that is not part of the Work. Any reuse, without written verification or adaptation by Contractor for the specific purpose intended, will be at POBH's sole risk and without liability or legal exposure to contractor (or Contractor's independent professional associates or consultants), and POBH shall indemnify and hold harmless Contractor (and Contractor's independent professional associates and consultants) form all claims, damages losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Contractor to further compensation at rates to be agreed upon by POBH and Contractor.

2.3. 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 from errors, omissions, or inaccuracies in documents or other information provided by POBH to Contractor.

2.4. Opinions of Cost. Since Contractor has no control over the cost of labor, materials, equipment or services furnished by others, or over the construction contractors' methods of determining prices, or over competitive bidding or market conditions, Contractor's opinion of probable Total Project Costs and Construction Costs provided for as part of the Work are to be made on the basis of Contractor's experience and qualifications and represent Contractor's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Contractor cannot and does not guarantee that proposals, bids, or actual Total Project of Construction Costs will not vary from opinions of probable cost prepared by Contractor.

3.0 Compensation & Billing.

3.1. Compensation. Contractor will be compensated on a time and materials basis, not to exceed $100,000 in accordance with Exhibit A, attached hereto and incorporated herein by this reference, **except** that hourly rates for project engineering and design engineering are reduced to $100/hour, due to the long-standing relationship between the POBH and Contractor.

3.2. Invoicing. Contractor must submit monthly invoices based on work completed. POBH will pay Contractor within 30 days of receipt of invoice. 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 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.

5.0 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.

6.0 Early Termination.

6.1. 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.

6.2. 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.

6.3. No Prejudice. Any such termination of this Agreement under paragraph 6.02 will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

6.4. 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.

7.0 Access to Records. Contractor will grant the POBH access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

8.0 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:

8.1. 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)
Comprehensive Automobile	$ 1,000,000.00 Each Occurrence CSL (including coverage for all owned, hired and non-owned vehicles)
Professional Liability/ E&O	$1,000,000.00 Each Occurrence $2,000,000.00 Aggregate per year

8.2. 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.

8.3. 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.

8.4. 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.

8.5. Primary Coverage Clarification. All parties to this Agreement hereby agree that Contractor's coverage will be primary in the event of a loss.

8.6. 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.

8.7. 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.

9.0 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:

Port of Brookings Harbor	**EMC-Engineers/Scientists, LLC**
Attn: Port Manager PO Box 848	Attn: J.A. Akin
16330 Lower Harbor Rd Brookings, OR	450 Conestoga Drive
97415	Jacksonville, OR 9753

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.

Compliance with Applicable Law. In the performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and administrative rules, including but not limited to the following requirements of ORS 279A 279B, and 279C:

10.1.

10.1. Nondiscrimination (Required by ORS 279A.110). **Contractor** shall not discriminate against a disadvantaged business enterprise, a minority-owned or women-owned business, an emerging small business certified under ORS 200.055, or a business enterprise that is owned by a service-disabled veteran. Additionally, **Contractor** must comply with all applicable requirements of federal, state, and local civil rights law and rehabilitation statutes and must not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or

physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment.

10.2. Tax-Compliance Warranty (Required by ORS 279B.045). **Contractor** represents and warrants that **Contractor** has complied with the applicable tax laws of the State of Oregon or a political subdivision of the State of Oregon (collectively, "Tax Laws"), including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. **Contractor** covenants that **Contractor** will continue to comply with the Tax Laws during the term of this Agreement. Failure by **Contractor** to comply with the Tax Laws before the execution of this Agreement or during the term of this Agreement is a default for which **City** may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

10.3. Payment of Labor (Required by ORS 279B.220 and 279C.505).

(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 SubContractor incurred in the performance of this Agreement;

(c) **Contractor** shall not permit any lien or claim to be filed or prosecuted against **City** 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.

(e) If **Contractor** fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this Agreement as such claim becomes due, **City** may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due **Contractor** by reason of such contract. The payment of a claim in this manner shall not relieve **Contractor** or **Contractor's** surety, if any, from obligation with respect to any unpaid claims.

10.4. Payment for Medical Care and Workers' Compensation. As required by 279B.230 and 279C.530:

(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 656.017 or employers that are exempt under ORS 656.126.

10.5. Hours of Labor; Pay Equity; Salary Discussions (required by ORS 279B.020, 279B.235, and 279C.540).

(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:

(b) 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

(c) 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

(d) 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).

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.

10.6. 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 22.f is a material element of this Agreement. Failure to comply is a breach that entitles **City** 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.

10.7. Limitation on Claims. For **Contractor's** employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by **Contractor** shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with **Contractor** within 90 days from the completion of this Agreement, providing **Contractor** has:

(a) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and

(b) Maintained such circular continuously posted from the inception to the completion of this Agreement on which workers are or have been employed.

10.8. 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.

11.0 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.

12.0 **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.

13.0 **Assignment.** The Contractor must not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the POBH Board of Commissioners.

14.0 **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.

15.0 **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.

16.0 **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.

17.0 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

18.0 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.

19.0 Acknowledgement. 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 entered into this Agreement as of the Effective Date.

PORT OF BROOKINGS HARBOR BOARD OF COMMISSIONERS

By: _____

Richard Heap, President

ATTEST:

_____

Sharon Hartung, Secretary/Treasurer

CONTRACTOR:

EMC-Engineers/Scientists, LLC

By: _____
Name: J.A. Akin, PE
Its: Managing Member

EXHIBIT A

EMC-Engineers/Scientists, LLC, Environmental, Civil & Structural Engineering

STANDARD FEE SCHEDULE

SCHEDULE OF CHARGES - Compensation to EMC. ("ENG[NEER") for our professional services is based upon the conditions set forth below. Our schedule of charges is reviewed and modified at the beginning of each year, or when otherwise dictated by inflationary changes. Unless other arrangements have been made, charges for all work, including continuing projects initiated in the prior year will be based on the latest schedule of charges. Changes within a calendar year will not be made on a project in progress without prior notification. Labor rates include all fringe benefits & burden.

Principal Engineer	$ 140/hr
Principal Environmental/Biochemical Engineer	$ 140/hr
Project Manager	$ 105/hr
Project Engineer	$ 100/hr
Registered Geologist	$ 95/hr
Environmental Management/Haz-Mat	$ 95/hr
Planner	$ 90/hr
Inspector	$ 85/hr
Design Engineer	$ 90/hr
Engineering Technician	$ 85/hr
CADD Technician	$ 80/hr
Clerical	$ 36/hr
Legal Testimony and Preparation (min. 4 hours)	$ 250/hr
Out of Town Subsistence & Travel	Cost plus 15%
Reproduction Costs – Photocopies	$.15/page
Reproduction Costs -- Faxes	$.75/page
Vehicles	$.50/mile
Outside Consultants/Technicians, subcontractors, and expenses	Cost plus 15%
Equipment Charges	Per Quote
Communication Charges (Long Distance & Cellular)	Cost plus 15%
Blueprints/Plots	$1.50/sheet
Mylars	Cost plus 15%
Misc. Expenses (material/supplies/contracts with outside sources)	Cost plus 15%

NOTES: Site visits - a minimum of 1 hour will be charged for each. Review of field data and consultation by staff will be charged according to hourly rates listed above. Overtime rates of 1.5 times the regular rate will be charged for overtime hours if project's requirements make overtime work necessary. Portal to portal travel will be charged at the above hourly rates.

Port of Brookings Harbor
Agreement for Professional Services

This Agreement for Professional Services ("Agreement") is made and entered into this 21st day of September, 2021 by and between the Port of Brookings Harbor, an Oregon special district, herein referred to as "POBH" and EMC-Engineers/Scientists, LLC, an Oregon limited liability company, herein referred to as "Contractor."

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 September 21, 2022, unless otherwise terminated or extended.

2.0. Scope of Services. Contractor's services under this Agreement consist of the following (the "Work"):

2.01. Services. Contractor will assist in FEMA and other government (federal, state and local) funding applications, including design and technical aspects, and other work as decided by the Port Manager. This may include preliminary designs, assessments and other duties that are elements of sought-for funding, and include various projects described as landslide and slope stability, dock systems, dredging, concrete pad and receiving docks, including elevation and plan siting, fill specs, RFP and contractor selection; drawing specification and review; slope determination and stability assurance; on-site project management and final inspections. Time will be charged for one engineer, and includes travel, communications with construction professionals and POBH, and report letter summarizing findings.

2.02. Documents. All documents including Drawings and Specifications prepared or furnished by Contractor (or Contractor's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Contractor shall retain an ownership and property interest herein whether or not the Project is completed. POBH may make and retain copies for information and reference in connection with the use and occupancy of the Project by POBH and others. However, such documents are not intended or represented to be suitable for reuse by POBH or others on extension of the Project or any other project. Any reuse, without written verification or adaptation by Contractor for the specific purpose intended, will be at POBH's sole risk and without liability or legal exposure to contractor (or Contractor's independent professional associates or consultants), and POBH shall indemnify and hold harmless Contractor (and Contractor's independent professional associates and consultants) form all claims, damages losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Contractor to further compensation at rates to be agreed upon by POBH and Contractor.

2.03. 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.

2.04. Opinions of Cost. Since Contractor has no control over the cost of labor, materials, equipment or services furnished by others, or over the construction contractors' methods of determining prices, or over competitive bidding or market conditions, Contractor's opinion of probable Total Project Costs and Construction Costs provided for as part of the Work are to be made on the basis of Contractor's experience and qualifications and represent Contractor's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Contractor cannot and does not guarantee that proposals, bids, or actual Total Project of Construction Costs will not vary from opinions of probable cost prepared by Contractor.

3.0. Compensation & Billing.

3.01. Compensation. Contractor will be compensated on a time and materials basis, not to exceed $100,000 in accordance with Exhibit A, attached hereto and incorporated herein by this reference, **except** that hourly rates for project engineering and design engineering are reduced to $100/hour, due to the long-standing relationship between the POBH and Contractor.

3.02. Invoicing. Contractor must submit monthly invoices based on work completed. POBH will pay Contractor within 30 days of receipt of invoice. 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. 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.

5.0. 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.

6.0. Early Termination.

6.01. 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.

6.02. 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.

6.03. No Prejudice. Any such termination of this Agreement under paragraph 6.02 will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

6.04 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.

7.0. Access to Records. Contractor will grant the POBH access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

8.0. 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:

8.01. 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)
Comprehensive Automobile	$ 1,000,000.00 Each Occurrence CSL (including coverage for all owned, hired and non-owned vehicles)
Professional Liability / E&O	$1,000,000.00 Each Occurrence $2,000,000.00 Aggregate per year

8.02. 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.

8.03. 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.

8.04. 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.

8.05. Primary Coverage Clarification. All parties to this Agreement hereby agree that Contractor's coverage will be primary in the event of a loss.

8.06. 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.

8.07. 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.

9.0. 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:

Port of Brookings Harbor
Attn: Port Manager
PO Box 848
16330 Lower Harbor Rd
Brookings, OR 97415

EMC-Engineers/Scientists, LLC
Attn: J.A. Akin
450 Conestoga Drive
Jacksonville, OR 97530

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.

10.0. 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:

10.01. 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.

10.02. 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.

10.03. 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.

10.04. Payment for Medical Care / Workers Compensation. Contractor shall promptly, as due, make payment to any person, copartnership, 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 the contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the 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.

10.05. 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.

11.0. 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.

12.0. 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.

13.0. Assignment. The Contractor must not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the POBH Board of Commissioners.

14.0. 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.

15.0. 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.

16.0. 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.

17.0. **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.

18.0. **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.

19.0. **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: Joseph Speir, Vice-President

CONTRACTOR:
EMC-Engineers/Scientists, LLC

By: _____
Name: J.A. Akin, PE
Its: Managing Member

ATTEST:

Sharon Hartung, Secretary / Treasurer

EXHIBIT A

STANDARD CONTRACT PROVISIONS

EMC-Engineers/Scientists, LLC, Environmental, Civil & Structural Engineering

Price Structure Effective January 1, 2019 Project Number 17-0035

1.1 **CONTRACTUAL RELATIONSHIP.** In performing the services under this Agreement, ENGINEER (BMC-Engineers/Scientists, LLC) shall operate as, and have the status of, an independent contractor and shall not act as or be an employee of Client (Port of Brookings Harbor). ENGINEER will be solely responsible for determining the means and methods for performing the consulting services described in Section 1.2, Scope of Services.

1.2 **SCOPE OF SERVICES.** ENGINEER agrees to perform for CLIENT the following consulting services (hereinafter the "Work"): Assist in FEMA and other government (federal, state and local) funding application, including design and technical aspects, and other work as decided by the Port Manager. This may include preliminary designs, assessments and other duties that are elements of sought-for funding, and include various projects described as landslide and slope stability, dock systems, dredging, concrete pad and receiving docks, including elevation and plan siting, fill specs, RFP and contractor selection; drawing specification and review; slope determination and stability assurance; on-site project management and final inspections. Time will be charged for one engineer, and includes travel, communications with construction professionals, and with the client, and report letter summarizing findings. This agreement is put forth as a service agreement, the budget and extent of which will be as determined by Port Management as is needed. This contract is limited to 4999 hrs, beginning 1/01/2019. Budget and extent does not include authorized subcontractors (e.g CAD, sampling, surveying or laboratory services).

1.3 **COMPENSATION AND PAYMENT.** As full consideration for the performance of the Work described herein, CLIENT shall <u>not</u> pay ENGINEER the compensation provided for in the ENGINEER'S STANDARD FEE SCHEDULE attached hereto. Hourly rates will be reduced to $100/hr for project engineering, and to $100/hr. for design engineering, due to the long-standing relationship between EMC and the Port of Brookings Harbor. January 1 of each subsequent year, ENGINEER'S updated Schedule of Charges will apply for work performed after that date. Fees and other charges will be billed either monthly or twice monthly, depending on the nature of the Work, as the Work progresses. CLIENT shall pay the full amount of the invoice.

1.4 **PROFESSIONAL RESPONSIBILITY.** CLIENT recognizes the inherent risks connected with construction of any kind. ENGINEER represents the Work shall be performed within the limits prescribed by CLIENT, with the usual thoroughness and competence of the profession. In performing our professional services, ENGINEER will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of our profession practicing in the same or similar locality. No other warranty or representation, either expressed or implied, is included or intended in any proposals, contracts, opinions, or reports. CLIENT agrees to indemnify and hold ENGINEER harmless of all liability, claims and demands (including without limitation any third party claims) for damages, cost of defense or expense. This indemnification shall apply to all claims and demands arising out of or in any manner connected with or related to performance of the Agreement, including but not limited to those claims and demands arising from personal injuries, including disease and death, property loss or damage, injuries to others (including personnel of CLIENT, ENGINEER or subcontractors performing work hereunder) regardless of cause and against all claims brought by third parties as well as CLIENT. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER and ENGINEER'S officers, directors, partners, employees, agents and ENGINEER'S Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Agreement or to the work done for CLIENT by ENGINEER from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER'S officers, directors, partners, employees, agents or ENGINEER'S Consultants or any of them, shall not exceed the total compensation received by ENGINEER under this Agreement. ENGINEER shall not be liable to CLIENT for special, incidental, consequential, or penal losses or damages (including but not limited to lost profits and/or loss of use of the project that is the subject of this Agreement) even if ENGINEER has been advised of the possibility of such damage. Such limitation shall apply to all actions of any character, whether in law or equity and whether sounding in contract, indemnity, contribution, warranty, tort, design defect, or otherwise.

1.5 **OWNERSHIP OF DOCUMENTS.** All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse, without written verification or adaptation by ENGINEER for the specific purpose intended, will be at CLIENT'S sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S independent professional associates or consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER'S independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

1.6 **INFORMATION PROVIDED BY OTHERS.** CLIENT shall provide ENGINEER such information as is available to CLIENT with respect to the Work, and ENGINEER shall be entitled to rely on the accuracy and completeness thereof. CLIENT recognizes it is not possible for ENGINEER to insure the accuracy, completeness, and sufficiency of such information if ENGINEER was not retained to verify the information CLIENT is providing. Accordingly, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER, 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 CLIENT TO ENGINEER.

1.7 **NOTICES.** All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service a) when served personally to the party to whom notice is to be given, or b) on the second day after mailing if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed to the respective addresses of the parties set forth in this Agreement. For ENGINEER, notices shall be to the attention of Jack Akin, P.E.

1.8 **SUCCESSORS AND ASSIGNS.** CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by Section 1.5 the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the other partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall present ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party.

1.10 **CONFIDENTIALITY.** ENGINEER shall not release information regarding the Work for the CLIENT, except for information that is a) in the public domain, b) in ENGINEER'S possession at the time this Agreement is signed, or c) provided by third parties, to any person other than CLIENT'S Authorized Representatives. CLIENT shall not release information regarding budgetary data, scope of work, and approach contained in ENGINEER'S proposal or Work Order to any person other than CLIENT'S Authorized Representatives.

1.11 OPINIONS OF COST. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator. ENGINEER'S services to modify the Contract Documents to bring the Construction Cost within any limitation established by CLIENT will be considered Additional Services and will be paid for by CLIENT.

1.12 TERMINATION. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses. If Agreement is signed but CLIENT terminates the Agreement before ENGINEER begins work on the Project, a fee of up to $300 may be assessed.

1.13 CONTROLLING LAW. The laws of the State of Oregon will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

1.14 DISPUTE RESOLUTION. All claims, disputes, and other matters in controversy between ENGINEER and CLIENT, arising out of, or in any way related to this contract, will be submitted to mediation or another alternative dispute resolution procedure before, and as a condition precedent to, judicial action, or other remedies provided by law. The limitation and indemnification shall also be effective in such mediation. In the event that a claim is made against ENGINEER for any alleged error, omission or other professional act arising out of the performance of ENGINEER'S services, and CLIENT fails to prove such claim or prevail in such adversary proceeding, CLIENT will pay ENGINEER all expenses incurred by ENGINEER in defending such claim, including, but not limited to, reasonable attorney's fees, witness fees, and reasonable charges at current billing rates for time devoted by ENGINEER'S personnel and related consultants. CLIENT agrees that for the purposes of this Agreement, it has failed to prove its claim when the judgement in litigation is for the sum of money loess than that sum offered by ENGINEER to resolve that matter without litigation.

1.15 FORCE MAJEURE. CLIENT or ENGINEER shall be excused for any delays in the performance of this Agreement unavoidably caused by the act of the other, the act of any agent of the other, the acts of any governmental authority, public enemy, God, the elements, strikes or walkouts, or any other causes reasonably beyond that party's control. Each party shall use reasonable diligence to avoid any such delay and shall resume performance under this Agreement as promptly as possible.

1.16 NO WAIVER. The failure of either party to insist on strict performance of the terms hereunder shall not be deemed as a waiver of any rights or remedies that such party may have for any subsequent breach, default, or non-performance and either party's right to insist on strict performance of this Agreement.

1.17 AMENDMENT. This Agreement may be amended by mutual consent of the Parties. Any amendments shall be in writing and signed by both Parties.

1.18 SEVERABILITY. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or part thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

1.19 ATTORNEY'S FEES. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

1.20 ENTIRE AGREEMENT. This Agreement, and any exhibits, schedules or addenda hereto, constitutes the entire agreement between CLIENT and ENGINEER. It supersedes all prior or contemporaneous communications, representations, or agreements whether oral or written, with respect to the subject matter thereof, and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby. All provisions shall survive termination or completion of Work under this Agreement. In the event of any inconsistency between the text of this Agreement and other documents incorporated by reference, the text of this Agreement shall prevail.

1.21 WARRANTY OF AUTHORIZATION. The person signing this and any related document(s) and accepting this proposal warrants that he/she has authority as, or on behalf of, the CLIENT, Owner, Partnership, Trust, Corporation or other entity for whom or for whose benefit the ENGINEER would render service, to enter into this legally binding Agreement. Said person agrees that he/she is personally liable for all breaches of the Agreement and that in any action against him/her for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

STANDARD CONTRACT PROVISIONS

EMC-Engineers/Scientists, LLC, Environmental, Civil & Structural Engineering

Effective January 1, 2012

STANDARD FEE SCHEDULE

SCHEDULE OF CHARGES - Compensation to EMC. ("ENGINEER") for our professional services is based upon the conditions set forth below. Our schedule of charges is reviewed and modified at the beginning of each year, or when otherwise dictated by inflationary changes. Unless other arrangements have been made, charges for all work, including continuing projects initiated in the prior year will be based on the latest schedule of charges. Changes within a calendar year will not be made on a project in progress without prior notification. Labor rates include all fringe benefits & burden.

Principal Engineer	$ 140/hr
Principal Environmental/Biochemical Engineer	$ 140/hr
Project Manager	$ 105/hr
Project Engineer	$ 100/hr
Registered Geologist	$ 95/hr
Environmental Management/Haz-Mat	$ 95/hr
Planner	$ 90/hr
Inspector	$ 85/hr
Design Engineer	$ 90/hr
Engineering Technician	$ 85/hr
CADD Technician	$ 80/hr
Clerical	$ 36/hr
Legal Testimony and Preparation (min. 4 hours)	$ 250/hr
Out of Town Subsistence & Travel	Cost plus 15%
Reproduction Costs – Photocopies	$.15/page
Reproduction Costs – Faxes	$.75/page
Vehicles	$.50/mile
Outside Consultants/Technicians, subcontractors, and expenses	Cost plus 15%
Equipment Charges	Per Quote
Communication Charges (Long Distance & Cellular)	Cost plus 15%
Blueprints/Plots	$1.50/sheet
Mylars	Cost plus 15%
Misc. Expenses (materials/supplies/contracts with outside sources)	Cost plus 15%

NOTES:
1. Site visits – a minimum of 1 hour will be charged for each. Review of field data and consultation by staff will be charged according to hourly rates listed above.
2. Overtime rates of 1.5 times the regular rate will be charged for overtime hours if project's requirements make overtime work necessary.
3. Portal to portal travel will be charged at the above hourly rates.

I hereby understand and agree to these freely negotiated terms and am authorized to accept the above Standard Contract Provisions and Standard Fee Schedule as well as the Contract Agreement attached hereto and incorporated herein by this reference.

J. A. Akin	**September 21, 2021**
Print ENGINEER's Name	**Date**
	Jack (John) Akin, MS, PE, IC, HMS, ABI (ENGINEER)
Signature	**Print Name and Title**

ACTION ITEM – F

DATE:	September 21, 2022
RE:	Charter and Guide Boats Sign Installation
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- June 15, 2022, Regular Meeting the Board approved the sign design and for the sign to be located at the RV Park, Boat Ramp and Port Office.

- Full payment of $16,786.00 will be made by Oregon Coast Visitor's Association.

DOCUMENTS

- Art Signs Inc. Estimate, 1 page
- Signs Now Estimate, 2 pages
- The Sign Dude, Inc. Estimate, 2 pages
- Email from Oregon Coast Visitors Association, 1 page
- Credit Logo's, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
  Motion to approve Art Signs Inc. to manufacture and install 3 charter and guide boats signs. Signs to include a small 4"x4" spot for credit logos.

Art Signs Inc.
63006 Hwy 101 S. Coos Bay, Oregon
Ph. 541 267-7894 Fx 267-3514

Estimate for: Port of Brookings Harbor

8-9-22

Cost estimate to manufacture and install three single sided 84 3/4" x 114" signs on white .063 aluminum, artwork done using high performance vinyl, framed with painted pressure treated 2x6's sides and top of frame covered with .063 aluminum installed on two used 12" pilings $16,786.

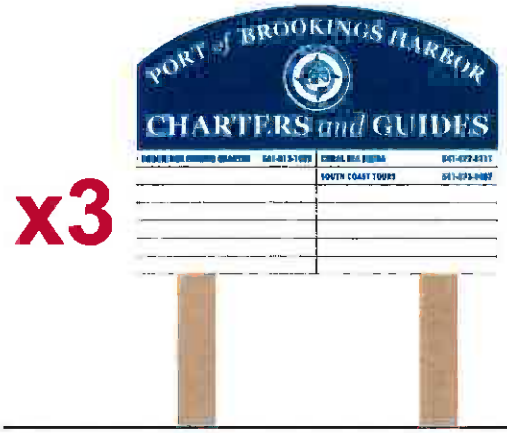
Cost estimate to manufacture and install three single sided 128" x 172" signs on white .063 aluminum, artwork done using high performance vinyl, framed with painted pressure treated 2x6's sides and top of frame covered with .063 aluminum installed on three used 12" pilings $26,978.

Additional tenant Panel Vinyl $96. for 3 signs

note: does not include permit if required

Thank You, *Tracy Mueller*

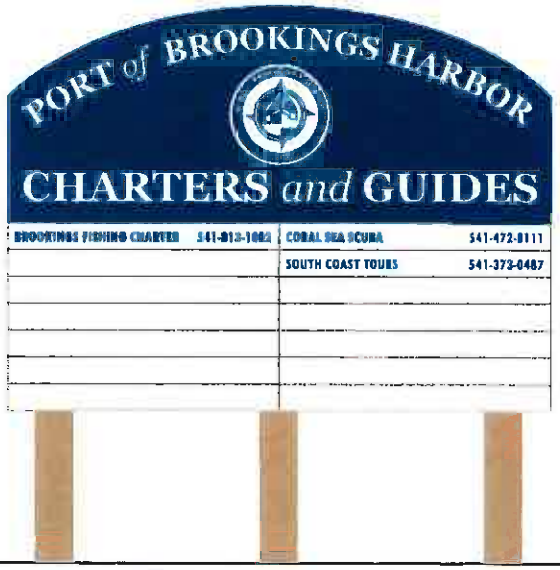
Sign Dimensions
84 3/4" X 114"



x3

2" Letters Option

Sign Dimensions
128" X 172"



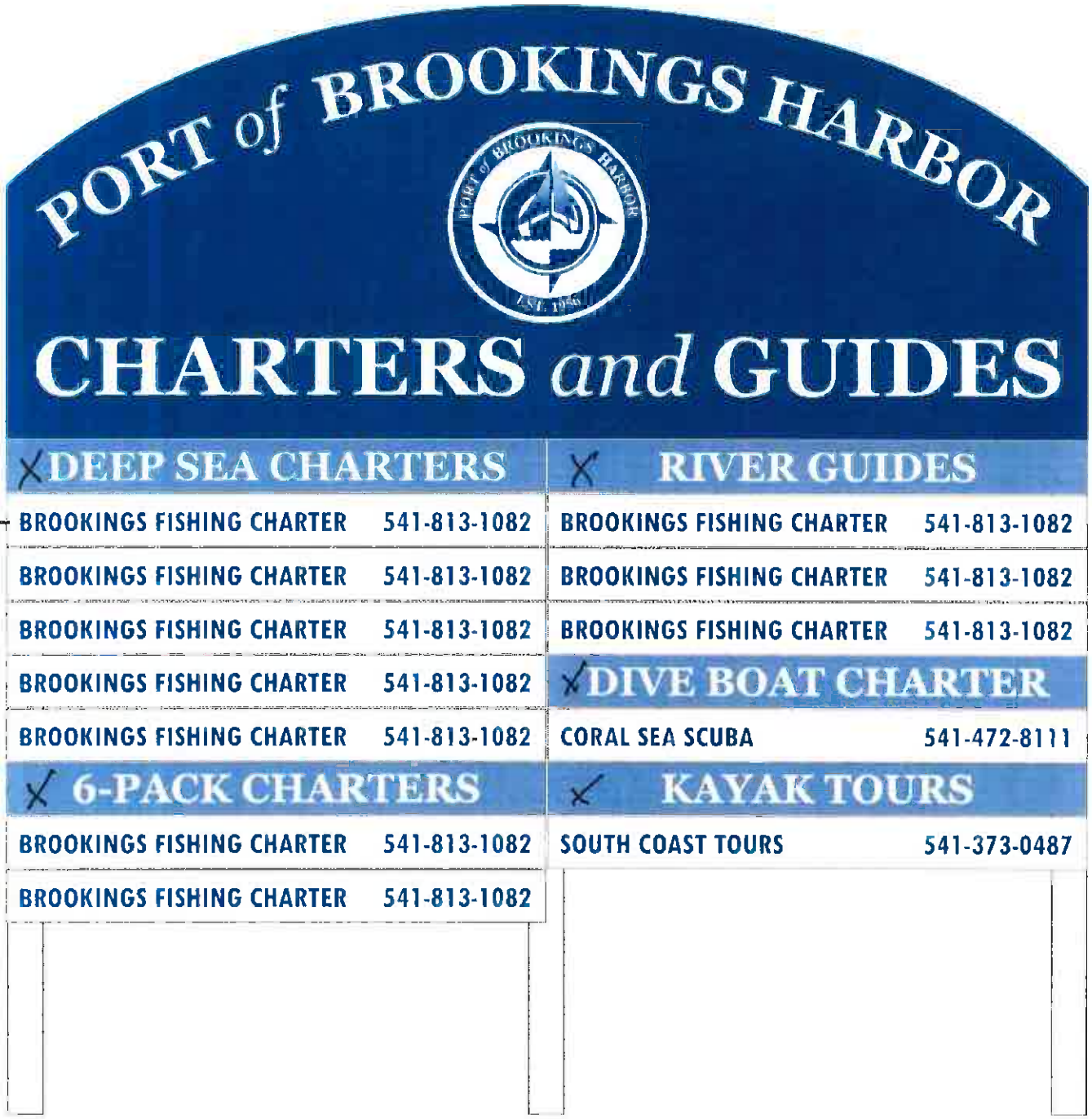
x3

3" Letters Option

Art Signs	63006 HIGHWAY 101 SOUTH COOS BAY OREGON 97420 541 267-7894	
This Design Is The Property Of Art Signs Inc, And Is Not To Be Copied Or Used Without Permission	JOB	
	APPROVAL	DATE

Signs Now

Large Sign Letters 2" Tall



2'

17 - 6" x 60" .15" Dibond Metal $55.00 each

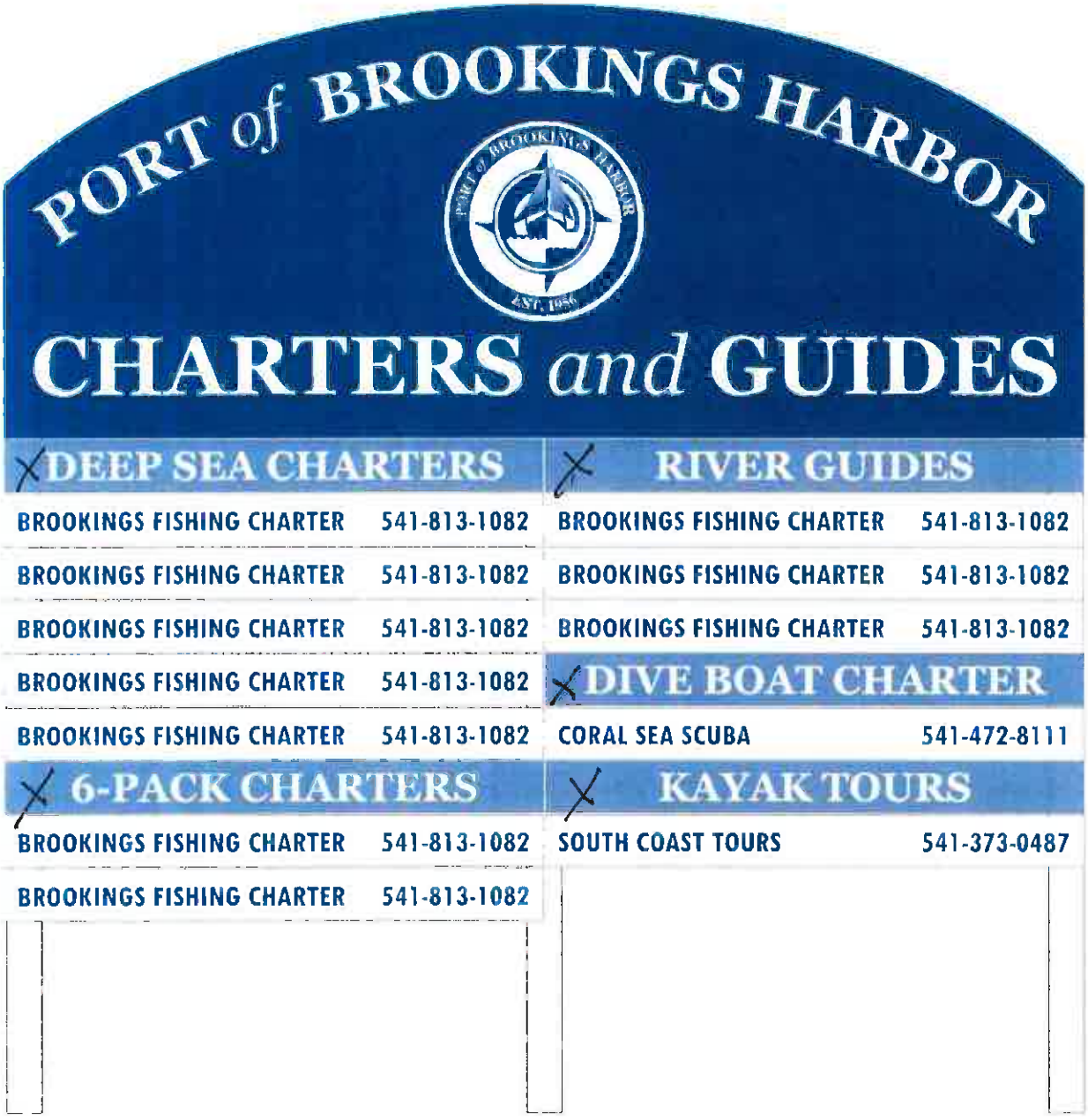
10' ↔ 1 - 48" 120" .15" Dibond Metal $700.00

* Prices based on 1-sided

Must will call in Medford

Signs Now

Large Sign Letters 3" Tall



3" —

17 - 8" x 82" .15" Dibond Metal $110.00 each

14' — 1 - 66" 165" .15" Dibond Metal $1950.00 the largest dibond in one piece is a 5'x10'

* top part of sign will need some kind of backing

* Prices based on 1-sided

Must will call in Medford

The Sign Dude, Inc.
PO Box 3272
Central Point, OR 97502
Ph: (541) 858-2701
FAX: (541) 858-2702
Email: orders@thesigndude.com
Web: http://www.thesigndude.com

FOLLOW US ON FACEBOOK

Estimate #: 35362

Created Date:	7/6/2022 11:20:16AM	**Prepared For:**	Port of Brookings Harbor
Salesperson:	Lacey Van Zandt	**Contact:**	Brent Ferguson
Email:	lacey@thesigndude.com	**Office Phone:**	(541) 661-7280
Not Specified:	(541) 858-2701		
Not Specified:	(541) 858-2702	**Email:**	brent@portofbrookingsharbor.com
Entered by:	Lacey Van Zandt	**Address:**	OR

Description: Charters and Guides Sign 12.75' Sign

		Quantity	Unit Price	Subtotal
1	**Product:** Design **Description:** Design; layouts; proofs; revisions and/or production art • 1 Files • 0.5 hr Setup Time Per File.	1	$45.00	$45.00

		Quantity	Unit Price	Subtotal
2	**Product:** Rolled Prints **Description:** Port of Brookings Harbor Charters and Guides 2" Text 12.5' – • **1- 150 In (W) x 59.8 in (H) Single Sided** Print(s) made from **3165RA - Oracal Gloss 3mil Economy Vinyl 54"** stock material • Mounted on: **PC - 60"x120" Poly-Core 3mm (1/8") White, PC - 60"x120" Poly-Core 3mm (1/8") White** • Laminated with **210 Gloss - Oracal 2.5mil Economy PVC 54"** on face	1	$1,890.00	$1,890.00

		Quantity	Unit Price	Subtotal
3	**Product:** Misc - Blank Sheets **Description:** Misc - Blank Sheets NO PRINTS • **18**, 74.82 in (W) X 7.28 in (H) PC - 48"x96" Poly-Core 3mm (1/8") White,	18	$38.81	$698.58

Estimate Total:	$2,633.58
Subtotal:	$2,633.58
Total:	$2,633.58
Deposit Required:	$1,316.79

Payment Terms: Balance due upon receipt.

Client Reply Request

☐ **Estimate Accepted "As Is". Please proceed with Order.** ☐ **Other:** _____

☐ **Changes required, please contact me.** **SIGN:** _____ **Date:** / /

Print Date: 7/6/2022 11:37:11AM

The Sign Dude, Inc.
PO Box 3272
Central Point, OR 97502
Ph: (541) 858-2701
FAX: (541) 858-2702
Email: orders@thesigndude.com
Web: http://www.thesigndude.com

FOLLOW US ON FACEBOOK

Estimate #: 35363

Created Date:	7/6/2022 11:34:53AM	**Prepared For:**	Port of Brookings Harbor
Salesperson:	Lacey Van Zandt	**Contact:**	Brent Ferguson
Email:	lacey@thesigndude.com	**Office Phone:**	(541) 661-7280
Not Specified:	(541) 858-2701		
Not Specified:	(541) 858-2702	**Email:**	brent@portofbrookingsharbor.com
Entered by:	Lacey Van Zandt	**Address:**	OR

Description: Charters and Guides Sign 16' Sign

		Quantity	Unit Price	Subtotal
1	**Product:** Design **Description:** Design; layouts; proofs; revisions and/or production art • 1 Files • 0.5 hr Setup Time Per File.	1	$45.00	$45.00
2	**Product:** Rolled Prints **Description:** Port of Brookings Harbor Charters and Guides 3' 16' • **1- 188.15 in (W) x 75 in (H) Single Sided** Print(s) made from **3165RA - Oracal Gloss 3mil Economy Vinyl 54"** stock material • Mounted on: **PC - 60"x120" Poly-Core 3mm (1/8") White, PC - 60"x120" Poly-Core 3mm (1/8") White** • Laminated with **210 Gloss - Oracal 2.5mil Economy PVC 54"** on face	1	$2,767.48	$2,767.48
3	**Product:** Misc - Blank Sheets **Description:** Misc - Blank Sheets NO PRINTS • **18,** 93.86 in (W) X 9.13 in (H) PC - 48"x96" Poly-Core 3mm (1/8") White,	18	$61.0567	$1,099.02

Estimate Total:	$3,911.50
Subtotal:	$3,911.50
Total:	$3,911.50
Deposit Required:	$1,955.75

Payment Terms: Balance due upon receipt.

Client Reply Request

☐ **Estimate Accepted "As Is". Please proceed with Order.** ☐ **Other:** _____

☐ **Changes required, please contact me.** **SIGN:** _____ **Date:** / /

Print Date: 7/6/2022 11:40:18AM

Gmail

Travis Webster <travis@portofbrookingsharbor.com>

OCVA Commitment to Signs

1 message

Dave Lacey <dave@thepeoplescoast.com>
To: Travis Webster <travis@portofbrookingsharbor.com>

Tue, Aug 30, 2022 at 3:15 PM

Hello Travis, the Oregon Coast Visitors Association would like to cover the cost of the 3 signs for the Port of Brookings Harbor totalling $16,786. We are happy to support the port and look forward to future opportunities to work together in local seafood and outdoor recreation endeavors.

Cheers,

DAVE LACEY
Destination Coordinator
South Coast
Oregon Coast Visitors Association
dave@thepeoplescoast | 541-373-7227
OCVA Website

101

CREDIT LOGO'S

THE OREGON COAST

TRAVEL OREGON

ACTION ITEM – G

DATE:	September 21, 2022
RE:	Dylan Koster Delinquent Account Write Off Request
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- If the Port finds accounts unretrievable, the staff and Port Manager has the authority to write off delinquent accounts below $1,000 and submit to a collection agency. Any amounts over $1,000 requires Board action.

- Dylan Koster's Motorhome was towed on April 11, 2022 into the boat launch parking lot. The next day the occupants did some maintenance on the RV and left. Apparently left abandoned, the Port had the RV towed to a secured location.

- The Port commenced procedure of custody of vehicle on April 15, 2022 being deemed disabled or abandoned.

- Following ORS 819.210 or ORS 819.215, the Port gained custody of the vehicle and disposed of the RV on June 7, 2022.

- Summary of the account is attached for your review on Dylan Koster. The Port has exhausted all attempts to contact and retrieve amounts due. Requesting to move forward sending the account to collections.

DOCUMENTS

- Delinquent Account Write Off Request, 3 pages
- Incident Report and Abandoned Vehicle Certificate, 3 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
  Motion 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.

Delinquent Account Write Off Request

Customer: Koster, Dylan

Amount Owed: $1,757.12 **Date:** August 31, 2022

Requesting permission to write off charges on account receivable as uncollectable.
Notes and timeline of collection attempts on the account of Koster, Dylan.

- 4/15/2022 1:41:55 PM: Motorhome was towed on April 13, 2022, see incident report. Sent, and affixed to vehicle Notice of Custody of Vehicle via USPS Certified Mail. Deadline for Mr. Koster to request a hearing is April 22, 2022. If vehicle is not reclaimed, sale or disposal date is May 27, 2022.kb
- 4/29/2022 9:54:27 AM: Received confirmation of 'Notice of Custody of Vehicle' delivered, Individual Picked Up at Post Office in Coos Bay, OR 97420, April 28, 2022, 4:00pm signed by Jessalynann Jones Koster. Kb
- 6/8/2022 8:30:13 AM: Deadline for Mr. Koster to remove his RV from Port property was May 27, 2022. The RV was still on Port property as of 06/07/2022 and customer has made no payment on account or contacted us. The RV was towed to CTR by Wes's towing on June 7, 2022. Costs of disposal were calculated and invoice #20221020 was created and sent via USPS.kb
- 6/13/2022 2:18:19 PM: Received a call from Josilyn Jones-Koster today, she states she is Dylan's wife however they are separated and divorcing. She stated she has a restraining order against him and cannot get his mail to him; she also requested that we stop sending his mail to her address.

  Kim, Travis and I talked about this and I was informed that the port has to continue sending all notices to Mr. Koster's last known address regardless of whether Josilyn wants to receive his mail or not. (The number she called from is 541-808-8917) AS
- 7/28/2022 2:47:15 PM: Sent 90 Days Overdue Notice with deadline of August 15, 2022.kb
- 8/16/2022 8:03:53 AM: Sent DEMAND NOTICE for $1,757.12 with a deadline of August 31, 2022 via USPS.kb
- 8/22/2022 3:53:17 PM: Received a call from Josilyn Jones-Koster today, she states she is Dylan's wife however they are separated and divorcing. She stated she has a restraining order against him and cannot get his mail to him; she also requested that we stop sending his mail to her address.

  I explained this is his the address we have on file and unless she can prove they are divorced, we have no other choice then to send notices to that address. The port has to continue sending all notices to Mr. Koster's last known address regardless of whether Josilyn wants to receive his mail or not. The collection process needs to go on.

  She gave me 4 phone numbers:

  541-260-3485
  541-290-9278
  541-290-3043
  541-290-9278
  She will also try to get Dylan's uncle's phone number for me, apparently, he is paying his bills for him.

  When asked where Dylan lives, Josilyn stated he lives by Color Tile in North Bend in a trailer, no physical address. She just had a baby to make it 4 and is currently in the process of divorcing Dylan.

- 8/23/2022 2:05:47 PM: In good faith, I tried calling all the numbers that Josilyn gave me yesterday. All the numbers are no longer in service. I tried the phone number 541-435-5881, it apparently is in service, but no one picked up. Not sure if this number is a land line, this is the number our security patrol obtain at the time of incident.

  We have completed the process of custody and disposal of the vehicle and since we have no way to contact Dylan Koster, I am requesting to submit these charges to collection agency.kb

☐ Write off this account on accounts receivable as uncollectable and **submit this to collection agency in the amount of $1,757.12.**

☐ Write off this amount on accounts receivable as uncollectable in the accounts receivable and **do not submit this to collection agency in the amount of $1,757.12**.

☐ **Other Agreement/Terms as presented and approved.** Customer balance is $1,757.12

_____ _____

Authorized / Attached Minutes Date

Port of Brookings Harbor
All Transactions for Koster, Dylan
All Transactions

Type	Num	Date	Memo	Amount	Aging
Invoice	FC 1536	07/31/2022	Finance Charge	23.76	26
Invoice	FC 1514	06/30/2022	Finance Charge	4.81	54
Invoice	20221020	06/07/2022	June 6, 2022 Disposal - RV tag#HC85492, towed t	1,395.86	77
Invoice	FC 1471	05/31/2022	Finance Charge	7.69	84
Invoice	20220752	04/13/2022	RV Abandoned -Towing & Impound Seizure Fees	325.00	132
Total					

Disposal, Towing & Impound Fees	1,720.86
Finance Charges	36.26
Total Due	**1,757.12**

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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

Incident Report

Date of Incident: April 13, 2022

Time: _____

Location of Incident: Boat Launch Parking Lot

What Happen? An RV showed up in the commercial basin parking lot on April 8, 2022. Security talked with the occupants who stated the RV was broken down, they left the Port property since it was after hours. Over the weekend the occupants tried to get the RV up and running. On April 11, 2022 around 11PM moved the RV off of Port property but caught fire at the Fat Irish. Curry County Sheriffs and Harbor Fire came out and extinguished the fire, Curry County Sheriffs advised the occupants to move the RV out of the road and into the boat launch parking lot. April 12, 2022 the occupants did some maintenance on the RV and left.

Who was Involved?

Name: Dylan Koster & Jessalynann Alice Chapman

Address: 245 Schoneman Ave Apt E4 Coos Bay OR 97420

Phone Number: (541)435-5881

Corrective Action: Due to seeing no one trying to get the RV moved, no one talking with the Port about the RV, it being parked in the boat launch parking lot in the 15 min boat ready area, parking in the wrong direction, the reason why the RV being there is not for fishing purposes, and did not pay a launch fee the Port decided to have Wes's towing move the RV to a secured location and locked the RV to secure the personal property of the occupants.

Report Written By:	
Name:	Danielle King
Signature:	

Reviewed By:		
Safety Supervisor	Danielle King	
Director of Finance	Kim Boom	
Harbormaster	Travis Webster	
Port Manager	Gary Dehlinger	

002696

YOU ARE ILLEGALLY OR IMPROPERLY PARKED FOR ONE OR MORE OF THE FOLLOWING REASONS AND ARE SUBJECT TO BEING TOWED AWAY OR BOOTED AT YOUR EXPENSE.

☐ Improperly Parked _____

_____

☐ Parked In a "NO PARKING" Zone

☐ Parked In DISABLED PERSONS' Space (Without I.D.)

☐ Parked In RESERVED Parking Area

☐ Blocking Access to Building or Driveway
(Fire Department Regulation)

☐ Vehicle Not In Acceptable Condition _____

☒ Other Message Boat launch Parking only

Location Boat Island Veeddy Drive

Date 4-12-22 Time 9:00 By Stm

☐ **THIS VEHICLE WILL BE TOWED ON: Day** _____

Date _____ **Time** _____

A copy of this notice is on file. We urge you to conform to our parking rules to avoid future inconvenience and expense to yourself.

MAKE Dodge	
MODEL Ram	COLOR Grey
TAG NO. WWQ 830	STATE OR YR 23
OTHER I.D.	
TOWED BY	DATE TOWED

Part# 272598 To Reorder: 1-800-241-4623 • hdsupplysolutions.com
*Exclusively Distributed by: HD Supply Facilities Maintenance, Ltd. © 2015

DEPARTMENT OF TRANSPORTATION
DRIVER AND MOTOR VEHICLE SERVICES
1905 LANA AVE NE, SALEM OREGON 97314

ABANDONED VEHICLE CERTIFICATE
(ORS 819.215)

INSTRUCTIONS TO APPROPRIATE AUTHORITY OR TOWER:

1. This form must be completed and submitted to DMV when an appropriate authority or tower determines to dispose of an abandoned vehicle, appraised at a value of $500 or less without notice and public auction (ORS 819.215). This form should only be submitted after time has elapsed for interest holders to reclaim the vehicle, and prior to or at the same time the vehicle is actually disposed of to a dismantler.

   Mail this form to: **DMV Totaled Vehicle Desk**
   1905 Lana Ave NE
   Salem OR 97314

2. A vehicle disposed of under ORS 819.215 may only be sold to an Oregon licensed dismantler.

3. Keep a copy of this certificate. The person disposing of the vehicle may submit the copy to the dismantler instead of submitting to the dismantler ownership or other title documents.

4. Disposal of a vehicle to a dismantler as provided in ORS 819.215 extinguishes all prior ownership and possessory rights.

YEAR	MAKE	BODY STYLE
	Bounder	Motorhome
PLATE NUMBER		STATE IN WHICH VEHICLE IS REGISTERED
HC85492		OR
VEHICLE IDENTIFICATION NUMBER (VIN)		TITLE NUMBER
NAME OF DISMANTLER TO WHOM VEHICLE HAS BEEN OR WILL BE DISPOSED		
CTR		

CERTIFICATION

I certify that the vehicle described above was abandoned and has been appraised at a value of $500 or less and is being disposed of under the provisions of ORS 819.215;

I am signing this certification as the appropriate authority or the tower who towed the vehicle at the request of the appropriate authority;

All of the requirements of ORS 819.215 have been met; and

The vehicle has or is being disposed of to a person who holds a dismantler's certificate issued under ORS 822.110.

APPROPRIATE AUTHORITY OR TOWER NAME	
Wes' Towing	
ADDRESS (STREET, CITY, STATE, ZIP CODE)	
207 King St. Brookings, OR 97415	
AUTHORIZED SIGNATURE OF APPROPRIATE AUTHORITY OR TOWER	DATE
X	6-7-22

115

735-227 (0306)

STK#300113

ACTION ITEM – H

DATE:	September 21, 2022
RE:	Southern Oregon Credit Service Request for Small Claims Approval
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- Southern Oregon Credit Services / Collect Northwest is requesting permission to proceed with litigation on Dennis Thomas to collect the remaining debt on the account.

- This account was sent to collections with Port Manager approval on June 7, 2022. Principal balance on this account is $291.84. Moorage was terminated by the Port on 1/19/2022, for failure to renew. Dennis Thomas was charged for monthly moorage (12/17/2021 - 1/17/2022).

DOCUMENTS

- None

COMMISSIONERS ACTION

- **Recommended Motion:**
  Motion to approve Southern Oregon Credit Services / Collect Northwest to proceed with litigation on Dennis Thomas for the remaining debt owed.

From Toby Brock at Southern Oregon Credit Service, Inc.
Sent 8/24/2022, 12:56 PM
To Kim Boom
Subject Request for Small Claims - Thomas

Hello and Good Afternoon Kim,

We are seeking permission to move forward with small claims for the account below. Please confirm the balance due is correct and there have been no payments or adjustments since assigned to our office.

NAME	ASSGD	DOS	PRIN BAL DUE
Dennis Thomas	06/13/22	01/17/22	$291.84

Best regards,

Toby Lynn Brock
Client Service Team
503-597-0224

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Delinquent Account Write Off Request

Customer: Thomas, Dennis

Amount Owed: $310.85 **Date:** June 7, 2022

Requesting permission to write off charges on account receivable as uncollectable.
Notes and timeline of collection attempts on the account of Thomas, Dennis.

- 1/19/2022 9:42:33 AM: Moorage was due for renewal on December 17, 2021.

  We have not received:
  - Moorage Agreement
  - Proof of Registration (expired 12/31/21, I checked Regline today)
  - Payment

  NOTE: This is the 2nd Termination for Mr. Thomas, (the first was sent 12/2/20, and was reinstated on 12/17/20). Drafting a termination letter. AS

- 2/28/2022 7:35:45 AM: Received notification of 'Unclaimed/Being Returned to Sender' Termination of Moorage Notice that was sent on January 19, 2022. The letter of termination has been delivered to the original sender at 11:08 am on February 25, 2022 in Brookings, OR 97415.kb

- 5/4/2022 7:28:43 AM: Received returned mail with forwarding address of, Grants Pass, OR 97526-4142. The statement dated 3/30/2022 was returned. Prior address: Dennis Thomas, Grants Pass, OR 97526. Created a statement and a DEMAND NOTICE. Sent both via email & Certified First Class USPS, Label # 9414811898765872730998. Deadline for Demand Notice is May 18th. An overdue 90 day notice was sent out on April 29th, that will probably get returned as well.kb

- 4/29/2022 - 90 Days overdue notice sent with a deadline of 5/13/2022.kb

- 5/6/2022 8:47:19 AM: Received returned mail "Returned to Sender - 90 Days Overdue Notice" sent APR 30, 2022.kb

- 5/17/2022 2:36:05 PM: Called and had to leave a message concerning his delinquent account. Prepared request for write-off document dated May 18, 2022, deadline for demand notice is tomorrow.kb

- 5/17/2022 2:50:32 PM: I called and was able to talk to Angela, she was driving and, on her way, to work. She informed me they moved again, but she did not give me that address. She is going to talk this over with Dennis. She stated the new owner was supposed to pay all the fees to the Port, I told her that is not our deal and we do not get in the middle of sale transactions between boat owners. I added this noted to the request for write-off, will delay the deadline until the end of the month.kb

- 6/7/2022 10:07:03 AM: We have received no response and/or payment on account by the deadline of May 31, 2022. Requesting to submit this account to SOCS for $310.85.

☒ Write off this account on accounts receivable as uncollectable and **submit this to collection agency in the amount of $310.85.**

☐ Write off this amount on accounts receivable as uncollectable in the accounts receivable and **do not submit this to collection agency in the amount of $310.85.**

☐ **Other Agreement/Terms as presented and approved.** Customer balance is $310.85

SENT TO

JUN 7 2022

COLLECTIONS

Authorized / Attached Minutes

6-7-2022
Date

This institution is an Equal Opportunity Provider

Port of Brookings Harbor
PO Box 848
Brookings, OR 97415

Statement

Date
5/31/2022

To:

Dennis Thomas
5525 Averill Drive
Grants Pass, OR 97526-4142

Amount Due	Amount Enc.
$310.85	

PLEASE NOTE
Rate increase effective July 1, 2022
For further details visit our website:
www.portofbrookingsharbor.com

Date	Transaction	Amount	Balance
01/19/2022	INV #20220217. Due 01/19/2022. Orig. Amount $291.84. Monthly Moorage, vessel in slip after moorage expired 12/17/21 - 1/17/22 --- Rec Water/Elec Monthly, 24 @ $12.16 = 291.84 --- --- Moorage terminated by the Port on 1/19/2022, for failure to renew. Monthly Invoice is due because vessel remains in slip. --- Tax: Lodging Tax @ 8.5% = 0.00	291.84	291.84
02/28/2022	INV #FC 1409. Due 02/28/2022. Orig. Amount $5.76. Finance Charge --- Fin Chg $5.76 --- Invoice #20220217 for 291.84 on 01/19/2022	5.76	297.60
03/30/2022	INV #FC 1434. Due 03/30/2022. Orig. Amount $4.32. Finance Charge --- Fin Chg $4.32 --- Invoice #20220217 for 291.84 on 01/19/2022	4.32	301.92
04/29/2022	INV #FC 1455. Due 04/29/2022. Orig. Amount $4.32. Finance Charge --- Fin Chg $4.32 --- Invoice #20220217 for 291.84 on 01/19/2022	4.32	306.24
05/31/2022	INV #FC 1479. Due 05/31/2022. Orig. Amount $4.61. Finance Charge --- Fin Chg $4.61 --- Invoice #20220217 for 291.84 on 01/19/2022	4.61	310.85

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	Amount Due
4.61	0.00	4.32	4.32	297.60	$310.85

Port of Brookings Harbor
Balance Details for Thomas, Dennis
All Transactions

Type	Num	Date	Memo	Due Date	Open Balance
Invoice	FC 1479	05/31/2022	Finance Charge	05/31/2022	4.61
Invoice	FC 1455	04/29/2022	Finance Charge	04/29/2022	4.32
Invoice	FC 1434	03/30/2022	Finance Charge	03/30/2022	4.32
Invoice	FC 1409	02/28/2022	Finance Charge	02/28/2022	5.76
				Total Due Finance Charges	**19.01**
Invoice	20220217	01/19/2022	Monthly Moorage, vessel in slip after moorage expin	01/19/2022	291.84
				Total Due Monthly Moorage	**291.84**
				Total	**310.85**

120

Port of Brookings Harbor
PO Box 848
Brookings, OR 97415

Statement

Date
5/18/2022

To:

Dennis Thomas
5525 Averill Drive
Grants Pass, OR 97526-4142

Amount Due	Amount Enc.
$306.24	

PLEASE NOTE
Rate increase effective July 1, 2022
For further details visit our website:
www.portofbrookingsharbor.com

Date	Transaction	Amount	Balance
01/19/2022	INV #20220217. Due 01/19/2022. Orig. Amount $291.84. Monthly Moorage, vessel in slip after moorage expired 12/17/21 - 1/17/22 --- Rec Water/Elec Monthly, 24 @ $12.16 = 291.84 --- --- Moorage terminated by the Port on 1/19/2022, for failure to renew. Monthly Invoice is due because vessel remains in slip. --- Tax: Lodging Tax @ 8.5% = 0.00	291.84	291.84
02/28/2022	INV #FC 1409. Due 02/28/2022. Orig. Amount $5.76. Finance Charge --- Fin Chg $5.76 --- Invoice #20220217 for 291.84 on 01/19/2022	5.76	297.60
03/30/2022	INV #FC 1434. Due 03/30/2022. Orig. Amount $4.32. Finance Charge --- Fin Chg $4.32 --- Invoice #20220217 for 291.84 on 01/19/2022	4.32	301.92
04/29/2022	INV #FC 1455. Due 04/29/2022. Orig. Amount $4.32. Finance Charge --- Fin Chg $4.32 --- Invoice #20220217 for 291.84 on 01/19/2022	4.32	306.24

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	Amount Due
0.00	4.32	4.32	5.76	291.84	$306.24

2:39 PM
05/17/22
Accrual Basis

Port of Brookings Harbor
Balance Details for Thomas, Dennis
All Transactions

Type	Num	Date	Memo	Due Date	Amount	Aging	Open Balance
Invoice	FC 1455	04/29/2022	Finance Charge	04/29/2022	4.32	19	4.32
Invoice	FC 1434	03/30/2022	Finance Charge	03/30/2022	4.32	48	4.32
Invoice	FC 1409	02/28/2022	Finance Charge	02/28/2022	5.76	78	5.76
Invoice	20220217	01/19/2022	Monthly Moorage, vessel in slip after moorage expired 12/17/21 - 1/17/22	01/19/2022	291.84	118	291.84
Total					306.24		306.24

SHASTA LITHO (541) 863-3010 T173612 (11/14)

DEMAND FOR PAYMENT OF DEBT

DATE: May 4th 2022

AMOUNT DUE IF PAID BY May 18, 2022

AMOUNT DUE
$ [illegible]

RESPONSIBLE PARTY:
[illegible] Thomas
5525 Averill Drive
Grants Pass, OR 97526-4142

AMOUNT DUE IF SENT TO COLLECTIONS

AMOUNT DUE
$ [illegible]

PROVIDER OF SERVICE:
Port of Brookings Harbor
P.O. Box 848
Brookings, OR 97415

CONTACT: [illegible]

PHONE: [illegible]

FAILURE TO PAY WITHIN **10 DAYS** FROM THE ABOVE DATE WILL RESULT IN THIS ACCOUNT BEING ASSIGNED TO **SOUTHERN OREGON CREDIT SERVICE FOR COLLECTION.**

THIS NOTICE ORIGINATES FROM AND IS THE VEHICLE OF THE ABOVE NAMED PROVIDER AND NO OTHER AUTHORITY

THERE WILL BE NO FURTHER NOTICE

ENCLOSE THIS NOTICE WITH YOUR PAYMENT

iamdmt557@yahoo.com
Angela (503) 791-9991

DATE OF LAST CHARGE	DATE OF LAST PAYMENT	DEBTOR'S PHONE # (503)338-8142
DEBTOR'S EMPLOYER	DATE OF BIRTH	SOC. SEC. #
SPOUSE'S NAME	SPOUSE'S DATE OF BIRTH	SPOUSE'S SOC. SEC. #
SPOUSE'S EMPLOYER		

ADDITIONAL INFORMATION Owes for monthly moorage 12/17/2021 - 1/17/2022 $291.84 and finance charges totaling $14.40

SCANNED 123

Port of Brookings Harbor
PO Box 848
Brookings, OR 97415

Statement

Date
3/30/2022

To:

Dennis Thomas
2479 Scoville Rd
Grants Pass, OR 97526

Amount Due	Amount Enc.
$301.92	

PLEASE NOTE
Rate increase effective July 1, 2022
For further details visit our website:
www.portofbrookingsharbor.com

Date	Transaction	Amount	Balance
02/28/2022	Balance forward		297.60
03/30/2022	INV #FC 1434. Due 03/30/2022. Finance Charge --- Fin Chg $4.32 --- Invoice #20220217 for 291.84 on 01/19/2022	4.32	301.92

OVERDUE NOTICE

To avoid future finance charges, please remit payment as soon as possible.

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	Amount Due
4.32	5.76	0.00	291.84	0.00	$301.92

Port of Brookings Harbor
PO Box 848
Brookings, OR 97415

Statement

Date
5/4/2022

To:

Dennis Thomas
5525 Averill Drive
Grants Pass, OR 97526-4142

Amount Due	Amount Enc.
$306.24	

PLEASE NOTE
Rate increase effective July 1, 2022
For further details visit our website:
www.portofbrookingsharbor.com

Date	Transaction	Amount	Balance
01/19/2022	INV #20220217. Due 01/19/2022. Orig. Amount $291.84. Monthly Moorage, vessel in slip after moorage expired 12/17/21 - 1/17/22 --- Rec Water/Elec Monthly, 24 @ $12.16 = 291.84 --- --- Moorage terminated by the Port on 1/19/2022, for failure to renew. Monthly Invoice is due because vessel remains in slip. --- Tax: Lodging Tax @ 8.5% = 0.00	291.84	291.84
02/28/2022	INV #FC 1409. Due 02/28/2022. Orig. Amount $5.76. Finance Charge --- Fin Chg $5.76 --- Invoice #20220217 for 291.84 on 01/19/2022	5.76	297.60
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04/29/2022	INV #FC 1455. Due 04/29/2022. Orig. Amount $4.32. Finance Charge --- Fin Chg $4.32 --- Invoice #20220217 for 291.84 on 01/19/2022	4.32	306.24

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	Amount Due
0.00	4.32	4.32	5.76	291.84	$306.24

EUGENE OR 974
EUGENE OR 974
28 APR 2022 PM
31 MAR 2022 PM

FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 97415
02 7H
0001326752
$ 000.53⁰
MAR 31 2022

Port of Brookings Harbor
PO Box 848
Brookings, OR 97415

Dennis Thomas
2479 Scoville Rd
Grants Pass, OR 97526

97415>0015
97526-346379

921 NFE 1 S21F0004/10/22
FORWARD TIME EXP RTN TO SEND
THOMAS
5525 AVERILL DR
GRANTS PASS OR 97526-4142

RETURN TO SENDER

Gmail

Kim Boom <accounts@portofbrookingsharbor.com>

Demand Notice

1 message

Kim Boom <accounts@portofbrookingsharbor.com> Wed, May 4, 2022 at 8:30 AM
To: iamdmt557@yahoo.com
Cc: April Sachanowski <info@portofbrookingsharbor.com>, Gary Dehlinger <portmanager@portofbrookingsharbor.com>, Travis Webster <travis@portofbrookingsharbor.com>

Hello Dennis,

We received returned mail today. I have updated your new address into our system. Your account is past 90 days overdue. Attached is a demand for payment of debt with a deadline of May 18, 2022. The original was sent today via USPS Certified Mail.

I hope you take this opportunity to settle your debt with the Port.

Please contact me if you have any questions or concerns.

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

20220504_DEMAND FOR PAYMENT OF DEBT - Dennis Thomas.pdf
481K

127

SCANNED

Port of Brookings Harbor
P.O. Box 848
Brookings OR 97415

PORTLAND OR 972
30 APR 2022 PM 3 L

FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 97415 $ 000.53⁰
02 7H
0001326752 APR 29 2022

RECEIVED
MAY 0 6 2022

Dennis Thomas
2479 Scoville Rd
Grants Pass, O

971 NFE 1 32110005/01/22
FORWARD TIME EXP RTN TO SEND
THOMAS
5525 AVERILL DR
GRANTS PASS OR 97526-4142

RETURN TO SENDER

97526-4142 3

128

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

April 29, 2022

90 DAYS OVERDUE

Dennis Thomas
2479 Scoville Rd
Grants Pass, OR 97526

Dear Dennis Thomas,

Your account is delinquent $291.84, *see enclosed statement for amount owed in the 'over 90 days' section*. This is your **FINAL NOTICE** for these charges.

Inv. No.	Inv. Date	Due Date	Inv. Amount	Balance
20220217	01/19/2022	01/19/2022	$291.84	$291.84

Unless we hear from you within ten days, these charges will be turned over to our collection agency. The Port will then have no further control in the collection process.

You are urged to contact us immediately to settle your account. You can reach our accounting department during regular business hours Monday through Friday, from 8:00am to 5:00pm at (541) 469-2218, extension 405.

Sincerely,

Kim Boom
Director of Finance and Accounting

129

RECEIVED

MAY 06 2022

Port of Brookings Harbor
PO Box 848
Brookings, OR 97415

Statement

Date
4/29/2022

To:

Dennis Thomas
2479 Scoville Rd
Grants Pass, OR 97526

Amount Due	Amount Enc.
$306.24	

PLEASE NOTE
Rate increase effective July 1, 2022
For further details visit our website:
www.portofbrookingsharbor.com

Date	Transaction	Amount	Balance
01/19/2022	INV #20220217. Due 01/19/2022. Orig. Amount $291.84. Monthly Moorage, vessel in slip after moorage expired 12/17/21 - 1/17/22 --- Rec Water/Elec Monthly, 24 @ $12.16 = 291.84 --- --- Moorage terminated by the Port on 1/19/2022, for failure to renew. Monthly Invoice is due because vessel remains in slip. --- Tax: Lodging Tax @ 8.5% = 0.00	291.84	291.84
02/28/2022	INV #FC 1409. Due 02/28/2022. Orig. Amount $5.76. Finance Charge --- Fin Chg $5.76 --- Invoice #20220217 for 291.84 on 01/19/2022	5.76	297.60
03/30/2022	INV #FC 1434. Due 03/30/2022. Orig. Amount $4.32. Finance Charge --- Fin Chg $4.32 --- Invoice #20220217 for 291.84 on 01/19/2022	4.32	301.92
04/29/2022	INV #FC 1455. Due 04/29/2022. Orig. Amount $4.32. Finance Charge --- Fin Chg $4.32 --- Invoice #20220217 for 291.84 on 01/19/2022	4.32	306.24

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	Amount Due
4.32	4.32	5.76	0.00	291.84	$306.24

Port of Brookings Harbor
PO Box 848
Brookings, OR 97415
(541) 469-2218

Invoice

Date	Invoice #
12/17/2021	20211947

VOID

Bill To

Dennis Thomas
5525 Averill Drive
Grants Pass, OR 97526-4142

Moorage/Storage & Other Information:

F/V: No Name
REG: OR954ABG
OAL: 22 ft
Slip: Basin 2 E 17
Slip Length: 24 ft

Terms
Due on receipt

Description	Quantity	Amount
Recreational Moorage with Trash, Power & Water Annual Rate $48.45 per linear foot AGREEMENT TERM Agreement Commencing: 12/17/2021 Agreement Expiring: 12/16/2022	0	0.00
1/19/2022 Moorage has been terminated by the Port for failure to renew.	0	0.00

TERMS: Due upon receipt. Past due accounts will be assessed a late charge of 1.5% per month (18% per annum) or a $35.00 late fee. In the event, suit or action is instituted to collect any amount owed on this account, the customer agrees to pay any reasonable attorney fees, collection agency fees and any other costs associated with such action. A $50.00 fee will be assessed on any Returned Payment.

Visit our website at www.portofbrookingsharbor.com

This institution is an Equal Opportunity Provider

Total	**$0.00**
Payments/Credits	**$0.00**
Balance Due	**$0.00**

131

ACTION ITEM – I

DATE:	September 21, 2022
RE:	Sale of Port Property
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- August Regular Meeting the Board decided they were interested in selling Port property adjacent to the Port Office.
- Board directed to speak with legal counsel for process of sale, timeline, and requirements for the sale of Port property
- Per Legal Counsel: if the Board wants to sell, recommend making a determination that sale of property will further the public interest and to authorize Harbormaster to negotiate a purchase and sale agreement that will be submitted to the Board for Approval, easiest way to accomplish this is by Resolution

DOCUMENTS

- Proposal for land sale, Real Estate Purchase Agreement, 6 pages
- 2017 Appraisal Report, 16 pages
- Email from Port Counsel, 2 pages
- Draft Resolution 2022-09, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
  Motion 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.

Real Estate Purchase Agreement

THIS AGREEMENT is made on July 29, 2022, between Port of Brookings Harbor as represented by _____ its _____ (hereinafter "Seller"), of _____, _____, _____ _____, and The Lloyd Whaley Trust dated January 3, 2014 as represented by Lloyd D. Whaley its Trustee (hereinafter "Buyer"), of 96744 Demoss Road, _____, _____ for the sale of the below described property pursuant to the following terms and conditions:

Legal Description and Address

The real property located at Brookings, Oregon, Oregon 97415, together with all buildings, improvements and fixtures constructed or located on the Land (Buildings) and all easements and rights benefiting or appurtenant to the Land (collectively the Real Property). The Real Property is legally described as: Lot 1100 , Map # 41S13WO5DB

Purchase Price

Subject to the following conditions, Buyer shall make final payment for the property at closing in the total amount of $170,000.00 which accounts for the previously deposited sum of $5,000.00 in earnest moneys for a total purchase price of $175,000.00. Buyer agrees to pay the entire amount at closing. Concurrent with the execution of this Agreement, Buyer has deposited with Seller or Seller's Escrow Agent the sum of $5,000.00, (hereinafter referred to as "Earnest Money") as earnest money and a partial payment of the consideration under the Contract. In the event that the purchase and sale shall be consummated pursuant to the terms of said contract, Seller's Escrow Agent shall, at such closing, deliver to Seller the Earnest Money, and Buyer shall be given credit toward the purchase price for the payment of the Earnest Money. Unless the Buyer does not make a good faith effort to obtain financing, the Buyer shall be returned their earnest money if closing does not occur.

Closing Costs

In closing this transaction, Seller shall be charged with the following:

(a) The amount of real estate taxes and assessments prorated up to and including the date of transfer of title;

(b) The cost of any transfer tax;

(c) The cost of a title report, title search, and title guaranty policy in the amount of the purchase price;

(d) The cost of paying off and satisfying any mortgage indebtedness for which Seller is liable, together with the cost of any mortgage cancellation, recording fee or other costs incident to the satisfaction of any such indebtedness;

(e) The cost of any required brokerage commission;

(f) One half of the escrow fee; and

(g) All other charges properly borne by Seller consistent with the terms of this Agreement;

and immediately thereafter shall deliver to Seller the balance of the funds in its hands due, and all documents due Seller.

On closing, Buyer shall be charged with the following:

(a) Any cost of financing this transaction which Buyer arranges for;

(b) The cost of filing the deed for record;

(c) The amount by which the cost of furnishing the title insurance exceeds the cost of furnishing a title guaranty policy, if Buyer elects to be furnished with title insurance;

(d) One half of the escrow fee; and

(e) All other charges properly borne by Buyer consistent with the terms of this Agreement;

and immediately thereafter, the escrow agent shall deliver to Buyer the title guaranty or title insurance, as the case may be, the record deed or Recorders' receipt, any prorations to which Buyer is entitled, and all other funds or documents due Buyer.

Title Requirements

Seller shall convey to Buyer good and marketable title to the property, by good and sufficient general warranty deed with all dower rights released. The deed shall be deposited into escrow on or before the closing date.

Seller shall accompany Seller's deed with a title guaranty policy in the amount of the purchase price issued by a general title company ("title company") in its customary form, guaranteeing record title to the Property to be good in Buyer subject only to the exceptions to be contained in the deed. However, Buyer may elect to be furnished with an Owner's Fee Policy of title insurance ("title insurance"), in the amount of the purchase price, insuring marketable title to be good in Buyer, subject only to the exceptions to be contained in the deed. In such event, in lieu of a title guaranty policy, Seller shall furnish Buyer with title insurance. Seller shall pay that portion of the costs which would have been incurred had a title guaranty policy been issued, and Buyer shall pay the remaining costs.

Immediately upon the execution hereof, Seller shall order from the title company a preliminary title report, with a special tax search included, in the form of a commitment to issue the required title policy requested by Buyer ("title report"). A copy of the title report shall be delivered to Buyer. Within 10 days after Buyer receives the title report, he shall notify Seller and the title company of all restrictions, reservations, limitations, easements, and conditions of record ("title defects") disclosed in the title report that are objectionable to Buyer. If Buyer notifies Seller of title defects, Seller shall cure or remove the same by the closing date. Seller shall remove all objectionable title defects that may be removed by the payment of money, and shall take reasonable steps necessary to remove all other title defects.

On the closing date, the escrow agent shall notify the parties whether the title company can issue its title guaranty or title insurance, showing as exceptions only those items in the title report to which Buyer did not object. If the escrow agent notifies the parties that (a) the title company will issue such title guaranty or title insurance, this transaction shall be consummated in accordance with the terms and provisions of this Agreement, or (b) the title company will not issue such title guaranty or title insurance, and if Buyer does not immediately waive the title defects claimed by the escrow agent to prevent such issuance or Seller does not cure the defects within the permitted period, this Agreement shall be null and void, the escrow agent shall return to the parties all funds and documents previously deposited by them into escrow, and the parties shall be fully released from any liability or obligation hereunder, except that Seller shall pay the full cost of the escrow and the title company's charges.

If Buyer waives the title defects preventing issuance of the title guaranty or title insurance by notifying the title company and the escrow agent, or if Seller has cured the title defects, the obligations of the parties shall not be affected by them.

Warranties

Seller warrants and represents to Buyer as follows:

(a) Encroachments. All improvements now on the Property are entirely within the boundary lines of the land described as the Real Property, and no other adjoining property encroaches upon the land;

(b) Mechanic's liens. All work and labor performed and all materials furnished with respect to any improvements or repairs to the Real Property have been paid in full, and there will be no mechanic's liens or the possibility of any in connection with any such work, labor and materials performed on or furnished to the Real Property;

(c) Violations. Seller has no knowledge of any outstanding notices or orders from any governmental authority with respect to the condition of the Property or its repair, or with respect to any claim of a violation of any laws, ordinances, zoning codes, building codes or orders;

(d) Structural soundness. To Seller's best knowledge and belief, the personal property included as a part of this transaction and the improvements on the Property are structurally sound and in good condition and repair, including, without limitation, the roof, foundation, walls, heating and cooling system, plumbing, water and electrical systems; and

(e) Assessments. All improvements made by the local government that now benefit or will benefit the Property upon completion have been assessed against it as of the execution date of this Agreement.

All of Seller's foregoing warranties and representations shall be continuing in nature, shall be effective on the closing date, and shall survive Seller's delivery of the deed to Buyer and the consummation of all matters and things at the closing.

Inspection and Acceptance

Prior to the closing date, Seller agrees to correct, at Seller's expense, any violations found in connection with the inspection done to comply with the point-of-sale or similar ordinance required by the local governmental authority, if any. Evidence in writing that the corrections were made to the satisfaction of the local governing authority shall be given to Buyer prior to the closing date.

Prorations

All general and special real estate taxes and assessments shall be prorated by the escrow agent as of the date the deed is filed for record, using the rate and valuation shown on the last available tax duplicate. If the proration does not fully reimburse Buyer for all real estate taxes and assessments accrued and unpaid with respect to the Property as of the record date of transfer of title, Seller shall promptly reimburse Buyer that amount accrued in excess of the proration credit upon the official certification of the real estate tax duplicate for the year in which transfer of title occurs. The escrow agent shall prorate any rents as of the date the deed is filed for record.

There shall be no proration of utilities. Seller shall cause the meters to be read for water, electricity, gas and other utilities, if any, as of the date of delivery of possession, and shall pay all utility charges to the date of the readings, after which the charges shall accrue to Buyer. The sum of $200 shall be held in escrow as security for the payment of utilities until Seller deposits into escrow receipts evidencing such payment.

Financing

This Agreement is not contingent upon Buyer obtaining the necessary finance for the consummation of this Agreement.

Closing

Closing is the date on which the Seller-executed deed is released to Buyer. The closing date is designated as August 15, 2022, provided there are no unforeseen delays such as clearing title. Time is of the essence, and in no event shall closing be later than 15 calendar days after the designated closing date, unless an extension is agreed upon in writing between Buyer and Seller.

Escrow Agent

This transaction shall be closed in escrow with an escrow agent of Buyer's choice ("escrow agent"). Buyer shall deposit with the escrow agent an executed counterpart of this Agreement, which shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance, but if they are inconsistent or conflict with the terms of this Agreement, this Agreement shall control.

Closing Documents and Funds

If on the closing date (1) the escrow agent then has on hand all necessary funds and documents to complete the transaction, and (2) the title company has stated that it shall be in a position to and will issue and deliver, upon the filing of the deed for record, the required title guaranty policy or title insurance, the escrow agent shall thereupon record the deed and all other required instruments and shall deliver to each party the funds and documents to which it is entitled, together with the agent's escrow statement.

Both Buyer and Seller have to submit all documentation and other information requested by the title company/escrow agent needed to close the transaction. The parties may have to fix a date and time with the title company/escrow agent to close the transaction.

Possession

Seller shall deliver possession of the Property as of the closing date, in the condition as warranted by Seller and in no event in any worse condition than the condition as of the date of execution of this Agreement, less reasonable wear and tear.

Risk of Loss

Risk of loss or damage to the property by fire or other casualty occurring up to time of closing is assumed by Seller. If the building or buildings or any other improvements on the Property are damaged or destroyed before transfer of record title, and the damages are $3,000 or less, this Agreement shall continue in full force and effect and Seller shall immediately assign to Buyer all of Seller's rights to the resulting insurance proceeds. If the damages are greater than $3,000, Buyer may either (a) continue this Agreement in full force and effect, and Seller shall immediately assign to Buyer all of Seller's rights to the insurance proceeds, or (b) rescind this Agreement, and all money, papers, or documents deposited by the parties shall be returned to them. Buyer shall assume risk of loss after record title to the Property is transferred to him. There shall be no proration of insurance. Seller shall retain his insurance until record title is transferred to Buyer, and Buyer shall procure his own policies of insurance to be effective from and after the date title to the Property is transferred to Buyer or his nominee.

Release of Dower

Seller's spouse (if Seller is married), if not already a party, joins in the signing of this Agreement to evidence his or her consent to the terms and provisions hereof, including the obligation to release of all dower and other marital rights in the Property upon its conveyance to Buyer.

Notice

All notices under this Agreement shall be deemed to be sufficiently given if personally delivered or sent by certified or registered mail, postage prepaid, return receipt requested, and addressed to the parties abovementioned addresses.

Miscellaneous Provisions

(a) Governing Law: The laws of the State of Oregon shall govern the Agreement.

(b) Parties Bound: This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Agreement.

(c) Severability: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

(d) Merger Clause: This Agreement, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller and Agent, if any, with respect to the matters referred to herein and shall supersede all prior or contemporaneous agreements, representations and understanding with respect to such matters.

(e) Force Majeure: If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. Lack of financial resources on the part of either party shall not be a Force Majeure Event. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

(f) Amendments. This Agreement may be amended by the parties only by a written agreement.

(g) Attorneys' Fees: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

(h) Headings: Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

In witness of the mutual promises made above, Seller and Buyer have executed this contract.

SELLER:

By: _____ Date: _____
Port of Brookings Harbor

BUYER:

By: Lloyd D. Whaley Date: 07-27-22
The Lloyd Whaley Trust dated January 3, 2014
Lloyd D. Whaley, Trustee

RESTRICTED USE
APPRAISAL REPORT
OF
The Port of Brookings
Curry County Map and Tax Lot 41-13-05DB-1100

LOCATED AT

Lower Harbor Road/Shopping Center Avenue
Brookings, Oregon 97415

PREPARED FOR

Gary Dehlinger
Port Manager
16408 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 April 4, 2017

Our File # CYB-442

PROPERTY APPRAISAL INFORMATION

Client of the Report:	The Port of Brookings, Attn: Gary Dehlinger
Subject parcel:	0.70 acres of Land, Curry County Map and Tax Lot 41-13-05DB-1100
Property Owner:	The Port of Brookings
Purpose of the Appraisal:	To provide an opinion of the Fee Simple interest for potential sale negotiations.
Intended Users:	The Port of Brookings 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 completed an appraisal on the subject property with a Date of Value as of June 15, 2015, and has performed no other services, as an appraiser or in any other capacity, regarding the property that are the subject of this report within the three year period immediately preceding acceptance of this assignment.
Scope of Work:	Jeffrey L. Marineau and David S. Olson personally inspected the subject parcel on April 4, 2017. The property valuation has a valuation date of April 4, 2017, 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 utilized the Sales Comparison Approach to Value only. The Cost Approach & Income Approach has been omitted by the appraisers, nor is it necessary to arrive at a credible value conclusion. 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.
Current Market Trends:	The last year has seen an uptrend in residential property values and this has resulted in a stabilization of commercial and industrial property values of all types. There remains available commercial and residential land within the Oregon Coast market area. Capitalization rates have been dropping, resulting in slowly increasing property values. Population growth trends continue to be positive for the future.
Exposure Time:	12 to 18 months of exposure to the market.
Personal Property:	None included in this appraisal.

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, unless otherwise noted. 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. No survey of the property has been provided to the appraisers, except as indicated in the report. Should a survey indicate that the subject parcel area estimates defined and utilized in this report are not accurate; the appraised 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: Lower Harbor Road/Shopping Center Avenue, Brookings, Oregon 97415, also identified as Curry County Map and Tax Lot 41-13-05DB-1100.

Property: The subject parcel (Curry County Map 41-13-05DB Tax Lot 1100) is 0.7 Acre or 30,492 square feet in size and is located between Lower Harbor Road and Shopping Center Avenue, Brookings, Oregon. The parcel is irregular in shape, has gentle to steep topography, and has approximately 470 feet of frontage on Shopping Center Avenue and approximately 380 feet of frontage on Lower Harbor Road. All utilities are assumed available at the street. The subject is located outside Brookings city limits but within Curry County (C-1) Light Commercial Zone. Access to the subject parcel is available from Lower Harbor Road on the south side of the subject parcel and from Shopping Center Avenue to the north of the subject parcel..

Land Size: The subject parcel is 30,492 square feet, or 0.70 acre.

Zone: The Light Commercial (C-1) zone is designated to be applied to areas such as community shopping centers and business districts, which cater to the needs of nearby residential areas. The following uses and their accessory uses are permitted outright:

1. Multiple-family dwelling.
2. Hotel or motel.
3. Dinner-entertainment club, lounge, or tavern.
4. Hospital, sanitarium, medical or dental clinic.
5. Retail or service establishment of a light commercial character and conducted within a building, which will not be detrimental or obnoxious to the neighborhood in which it is to be located.
6. Recreational vehicle trailer park/rural or urban, or campground.
7. Church, school, or community building for public or non-profit organizational use.

Flood Zone: A very small portion of the subject property is located within a federally identified flood zone as evidenced by map FM41015C1242E, dated September 25, 2009.

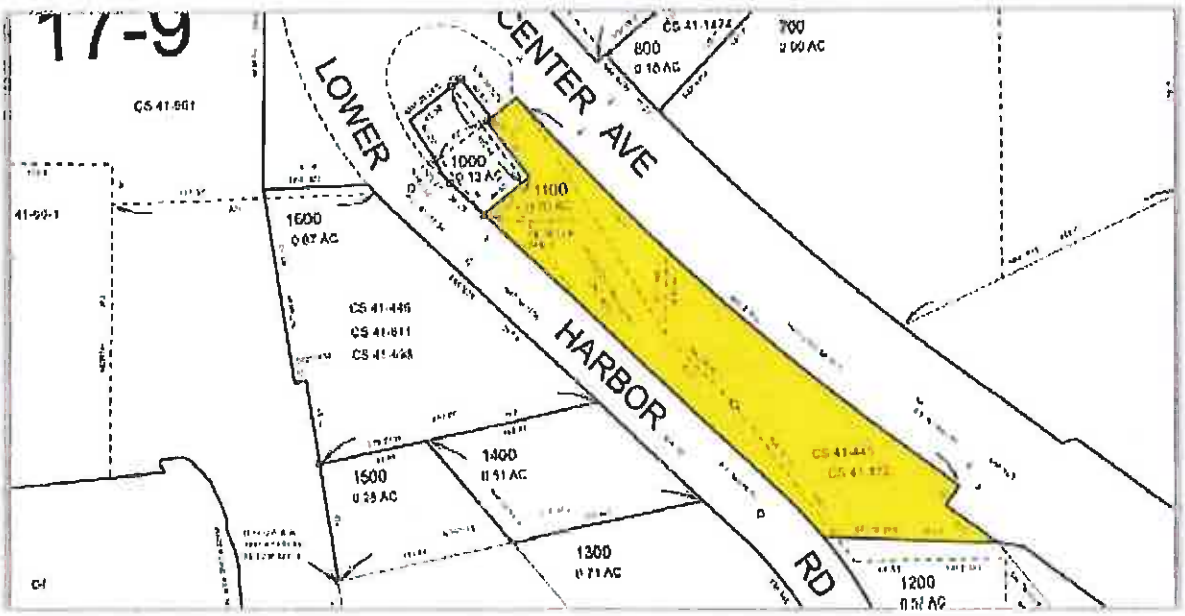
Site Improvements: There are no improvements except the chain-link fencing along the northeast property line on the subject parcel.

Assessment Data: Per Curry County Assessor records, the total Real Market Value for the land is $72,110. The 2016/2017 tax liability is $0.

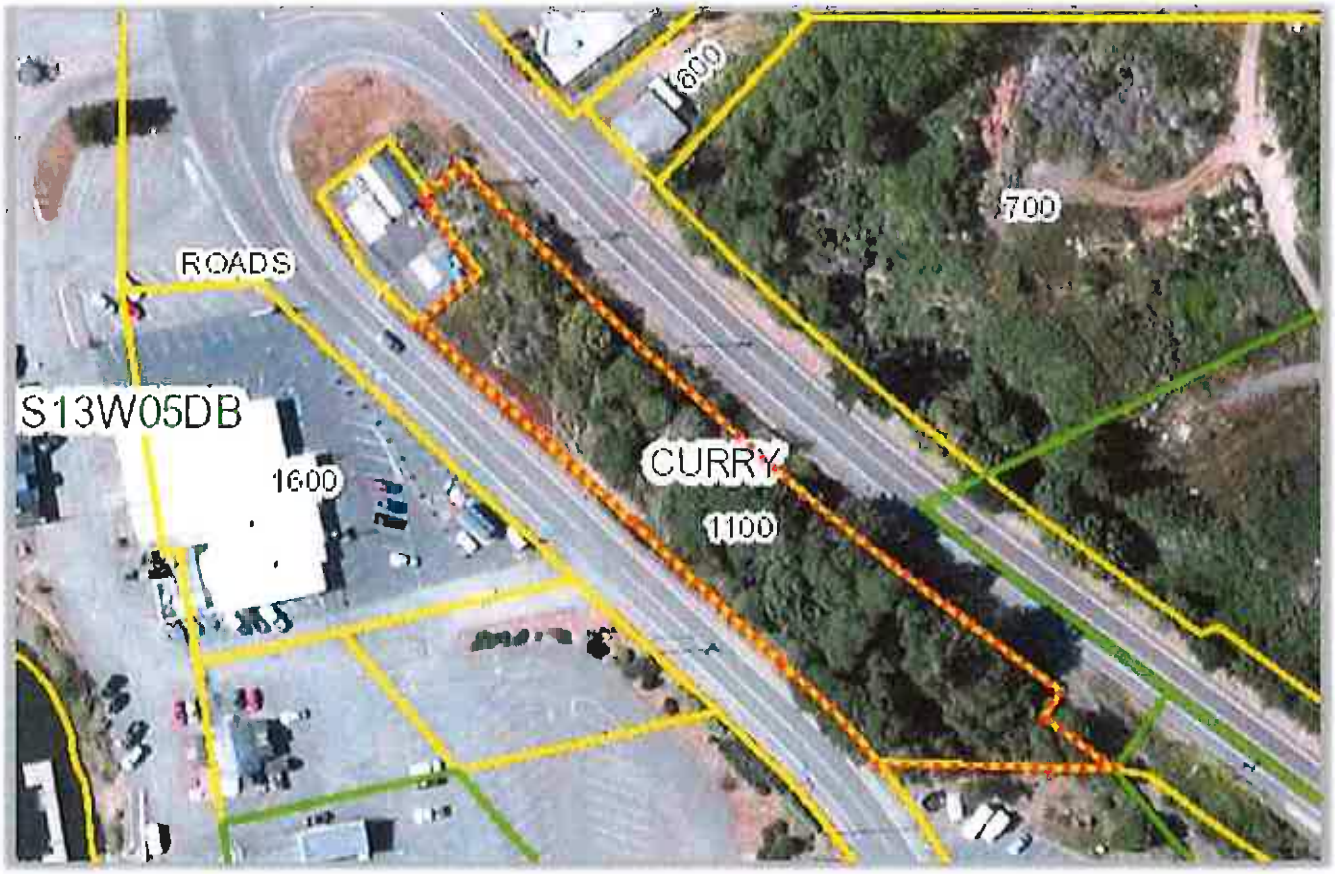
Sales History: The Port of Brookings Harbor has owned the land since November 2, 2015, There was an arm's length market conveyances on the subject parcel at the date of sale. The property transferred from David Snazuk to The Port of Brookings Harbor for $140,000 on November 2, 2015.

Highest and Best Use: As if Vacant: The property should be developed with a commercial or service use that capitalizes on the subject's good exposure to the Brookings harbor and Pacific Ocean views.

<u>Assessor Plat Map Details with the Subject Site Highlighted</u> (An Approximate Location)



Aerial Map (using ORMAP)



The red dotted lines represent the approximate subject parcel lines.

PHOTOGRAPHS OF THE SUBJECT PARCEL
Photos taken April 4, 2017

Looking northeasterly at a lower view of the subject site from Lower Harbor Road.

Looking northerly at a lower view of the subject parcel along Lower Harbor Road.

PHOTOGRAPHS OF THE SUBJECT PARCEL

Photos taken April 4, 2017

Looking northwesterly at an upper view of the subject parcel from Shopping Center Avenue.

Looking a view of the storm water drainage receptacle, which dumps from a metal culvert chute onto the center of the subject parcel.

PROPERTY VALUATION – APPRAISAL PROCESS

Appraisal Type: Restricted Appraisal Report.

Interest Appraised: Market Value 'As Vacant' of the Fee Simple Estate.

Date of Valuation: April 4, 2017

Date of Inspection: April 4, 2017

Date of Report: April 19, 2017

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 in an effort to establish a single defensible final value estimate.

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, nor is it necessary to produce a credible value estimate.

SALES COMPARISON APPROACH

In the Sales Comparison Approach, the subject parcel is compared to similar properties that have been 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.

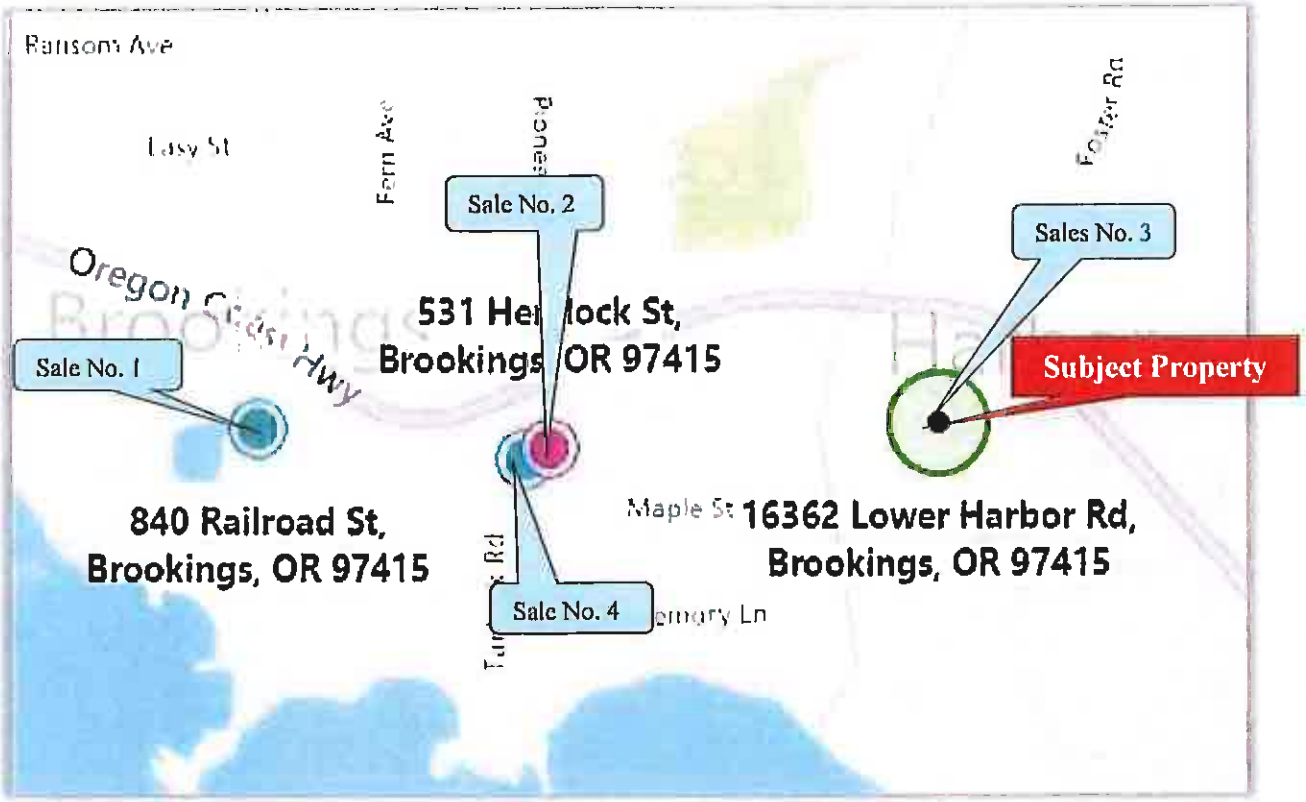
Market Sales

A thorough sales search was conducted Brookings/Harbor market area in an effort to find meaningful sales data that could be compared to the subject parcel. The market variables 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	2/7/17 968 DOM	C3	$ 69,750	Land	0.18	7,841	$ 8.90	41-13-05CB-4600 542 Railroad St Brookings, Curry County, Oregon	South Coast Humane Society to Robert & Robin Snazuk
Verified with Cy Vandermeer, Listing Agent									
2	10/4/16 492 DOM	C3	$ 52,000	Land	0.14	6,098	$ 8.53	41-13-05CB-5000 531 Hemlock St Brookings, Curry County, Oregon	Brad & Carla Vanprooyen to Ralph A. Durre
Verified with Sarah Pettinger Listing Agent									
3	11/2/15 Non-MLS	C1	$ 140,000	Land	0.70	30,492	$ 4.59	41-13-05DB-1100 Lower Harbor Rd/Shopping Center Ave Brookings, Curry County, Oregon	David Snazuk to Port of Brookings Harbor Harbor and Ocean Views
Verified with seller, Dave Snazuk									
4	1/16/15 223 DOM	C3	$ 140,000	Land	0.64	27,878	$ 5.02	41-13-06DB-1800 & 2100 840 Railroad Street Brookings, Curry County, Oregon	Richard & Mary O'Halleran to Haze Grey LLC (Matt Dotson)
Verified with Bruce Noah, Selling Agent									
Subject:		C1		Land	0.70	30,492		41-13-005DB-1100 Lower Harbor Rd/Shopping Center Ave Brookings, Curry County, Oregon	Port of Brookings Harbor

Location Map of Comparable Land Sales



Analysis

The comparables presented above are average quality commercial vacant land parcels located in Brookings. The above sales fall within the sale price range of $52,000 to $150,000 and a price per unit range of $4.92 - $8.90 per square foot. Sale No. 3 is the prior sale of the subject property. The subject parcel is similar in size to Sale No. 4, but larger than Sales No. 1 and No 2. Typically, larger parcels tend to sell at a lower price per square foot than smaller parcels. The subject property has a long narrow shape with steeper terrain and inferior utility when compared to sale comparables 1, 2 & 4. Therefore, the subject would likely fall in the low-end of the range of closed sales, based upon current market conditions, topography, size and location. Significant weight has been placed on Comparable Sales No. 3 & 4, which are recent sales of similar size, appeal and location as the subject parcel. However, all sales are considered.

Based on the scope of work, in conclusion a market value for the subject parcel of $4.60 per square foot is believed to be appropriate for the subject parcel. This is based on the good location, level land with good access & amenities.

Market Value = $4.60 per Square Foot

The 30,492 square foot parcel is valued at **$4.60 per square foot, or $140,263.**

VALUE ESTIMATE VIA THE SALES COMPARISON APPROACH

A market value of $4.60 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**		
Parcel 41-13-05DB-1100	30,492	$ 4.60	$	140,263
Total			$	140,263
Value by the Sales Comparison Approach (Rounded)			**$**	**140,000**

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 April 4, 2017, as indicated through the use of the Sales Comparison Approach to Value, is $140,263.

VALUE BY THE SALES COMPARISON APPROACH **$140,263**

FINAL VALUE CONCLUSION **$ 140,000**

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 with respect to the parties involved.*

-- *I have no bias with respect to 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 completed an appraisal on the subject property with a Date of Value as of June 15, 2015, and has performed no other services, as an appraiser or in any other capacity, regarding the property that are the subject of this report within the three year period immediately preceding acceptance of this assignment.*

- *David S. Olson provided significant, professional assistance in the preparation of this report to the person signing this report.*

April 19, 2017

QUALIFICATIONS OF THE APPRAISER

Jeffrey L. Marineau, MAI

STATE CERTIFIED APPRAISER #C000029; Expiration April 30, 2018

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:

Lease and Leasehold Valuation - 1987
Wetlands Evaluation Issues - 1992
Income Producing Properties - 1987
R41-c Memorandum (FHLBB) - 1987
Construction Cost Seminar - 1987
Highest and Best Use - 1988
Cash Equivalency - 1988
Cash Flow Analysis - 1989
Hazardous Wastes & Toxic Materials - 1989
Real Estate Risk Analysis - 1989
Mineral Valuation - 1990
UC/IAR Form - 1989
Legal/Professional Topics – 2003
USPAP Update – 2006
Federal Land Acquisition – 2007
USPAP Update 2008, 2010, 2012, 2014
Office Buildings-Mortgage Underwriting 2012
Online Cool Tools Appraisal Institute 2014
Problems in Valuation of Partial Acquisitions 2014
Right of Way Appraisals 2015
Right of Way Maps 2015
Right of Way Symposium 2015
Supervisor-Trainee Course 2016
Americans w/Disabilities Act – 1992
Hotel/Motel Valuation - 1993
Income Property Valuation - 1993
Professional Timber Cruising - 1994
Subdivision Analysis - 1994
Hotel/Motel Valuation - 1993
The Internet and Appraising - 1997
Eminent Domain - 1998
Oregon Wetlands - 2001
Federal Land Exchanges - 13505
Federal Land Acquisition – 2002 and 2007
Easement Valuation – 1990
Uncertainties of Measure 37 – 2005
GIS Applications - 2006
New Technology for Foresters - 2007
Industrial and Flex Buildings-2012
Sustainability of Real Estate-2012
USPAP Update 2014
Supporting Adjustments 2014
Timberland Appraisals 2015
Temporary Construction Easement 2015
Business Practices and Ethics 2016

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, Medically related facilities.
Residential:	Single-family dwellings, Multi-family dwellings, Condominiums
Special Purpose:	Governmental structures, Timberland, Sand dunes, Assisted Living Projects, Motels Recreational vehicle parks, Churches, Hospitals, Cranberry Bogs, Ranch, and farm land, Subdivisions.

07/11/2016

QUALIFICATIONS OF THE APPRAISER (continued)
Jeffrey L. Marineau, MAI

STATE CERTIFIED APPRAISER #C000029; Expiration April 30, 2018

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
State Certified Appraiser: # C000029

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 Wartnik, 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
City of North Bend
City of Reedsport
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
U. S. Small Business Administration
U. S. Corps of Engineers
Ports of Bandon, Brookings and Gold Beach

07/11/2016

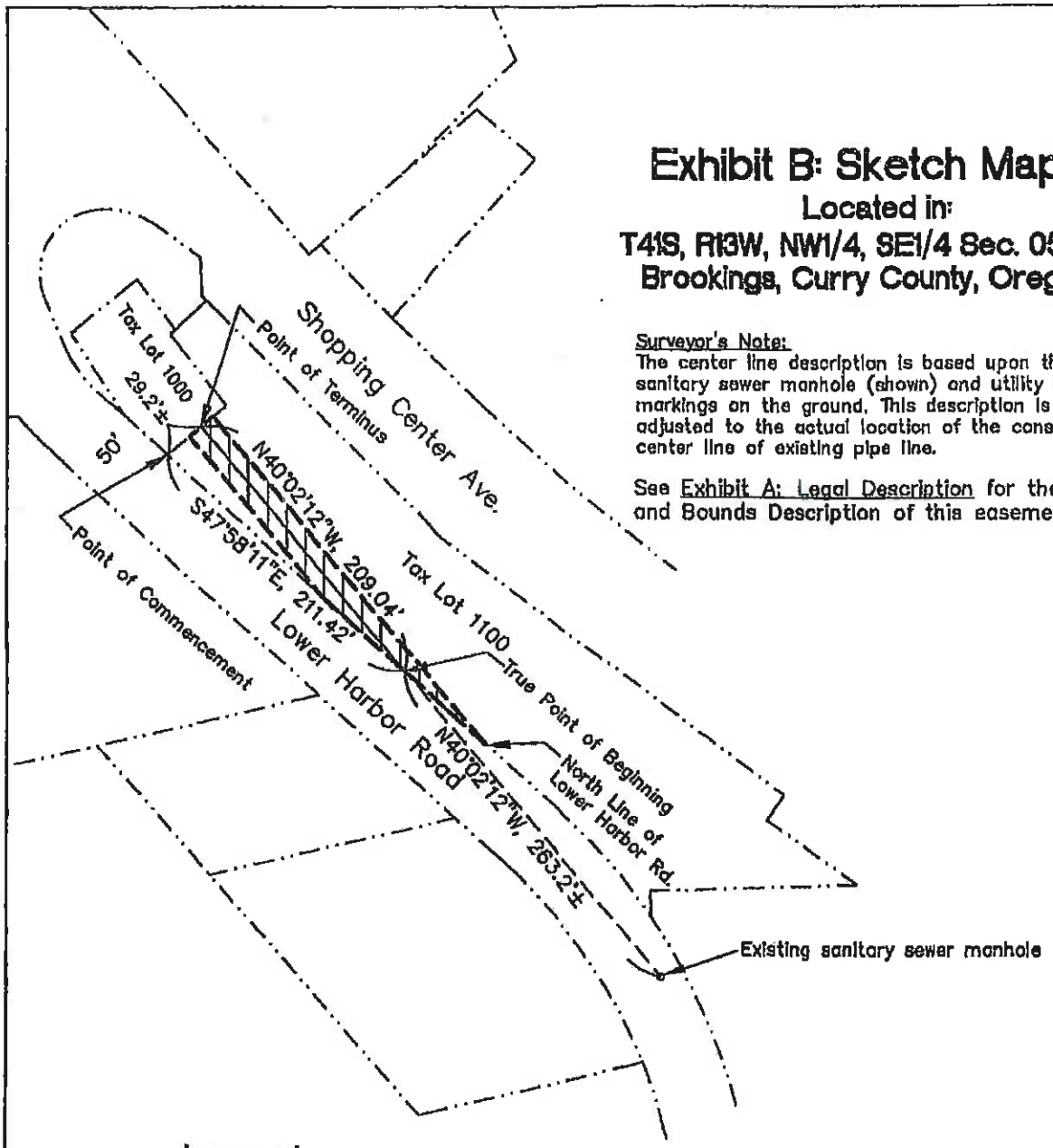
Exhibit B: Sketch Map

Located in:

T41S, R13W, NW1/4, SE1/4 Sec. 05, W.M. Brookings, Curry County, Oregon,

Surveyor's Note:
The center line description is based upon the existing sanitary sewer manhole (shown) and utility locate markings on the ground. This description is to be adjusted to the actual location of the constructed center line of existing pipe line.

See Exhibit A: Legal Description for the metes and Bounds Description of this easement.



Legend:

Tax Lot Lines

Permanent Easement Area

N
W E
S
0 50 100

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
July 13, 1988
JOHN R. PARIANI
#51382
Renews: December 31, 2018

T41S, R13W, Sec 05db, Tax Lot 1100

Permanent Easement Sketch Map

Pariani Land Surveying

10558 Crater Lake Hwy, Suite B-1
Eagle Point, Oregon
541-890-1131

Date:	Scale:	Job No.:	Sheet:
Nov. 28, 2017	1" = 100'	2017-373	1 of 1

Gmail

Travis Webster <travis@portofbrookingsharbor.com>

Real Estate Purchase Agreement & Appraisal of Property

Walker, James <James.Walker@millernash.com> Tue, Sep 13, 2022 at 3:55 PM
To: Kim Boom <accounts@portofbrookingsharbor.com>, Travis Webster <travis@portofbrookingsharbor.com>

Travis and Kim:

Just circling back with you on the potential sale of property to Lloyd Whaley. The Port is not obligated to conduct exhaustive procedures to sell this property. But if the Board wants to sell, I do recommend that they (1) make a determination that sale of the property will further the public interest (to align with ORS 271.310) and (2) authorize Travis to negotiate a purchase and sale agreement that will be submitted to the Board for approval. The easiest way to accomplish these items is by having the Board pass a resolution. My office drafted the attached resolution for the Board's consideration.

If passed by the Board, I'm happy to produce a draft purchase and sale agreement that Travis can propose to Mr. Whaley shortly after the Board meeting on the 21st. Once we are in agreement with Mr. Whaley on the purchase and sale agreement terms, that agreement can go to the Board for approval and execution. Let me know if there are any questions.

Thanks,

James

James M. Walker
Partner

Miller Nash LLP
US Bancorp Tower | 111 SW Fifth Ave, Ste 3400 | Portland, OR 97204
Direct: 503.205.2353 | *Cell*: 503.680.6265 | *Office*: 503.224.5858
Email | Bio | Insights | Website

Our attorneys regularly offer insights to address the challenges faced by our clients. To visit the Miller Nash industry-focused blog overview page on our updated website: please click this link.

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From: Kim Boom <accounts@portofbrookingsharbor.com>
Sent: Friday, August 19, 2022 9:18 AM
To: Walker, James <James.Walker@MillerNash.com>
Cc: Travis Webster <travis@portofbrookingsharbor.com>
Subject: Real Estate Purchase Agreement & Appraisal of Property

[EXTERNAL MESSAGE: This email originated from outside of the firm. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Morning James,

[Quoted text hidden]

Port of Brookings Harbor - Board Resolution (Property Sale to Lloyd Whaley), 4859-9126-7379 v.1.doc
39K

PORT OF BROOKINGS HARBOR
CURRY COUNTY, OREGON

RESOLUTION NO. 2022-09

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF BROOKINGS HARBOR 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

WHEREAS, the Board of Commissioners (the "Board") of the Port of Brookings Harbor (the "Port") is authorized pursuant to ORS 271.300 to 271.360 to sell property the Port possesses or controls whenever the public interest may be furthered or the property is not needed for the Port's purposes; and

WHEREAS, the Port owns approximately 0.7 acres of real property located in Brookings, Oregon between Lower Harbor Road and Shopping Center Avenue, which is further described in Exhibit A to this Resolution (the "Property"); and

WHEREAS, Lloyd D. Whaley, Trustee of The Lloyd Whaley Trust dated January 3, 2014 ("Purchaser") has approached the Port and offered to purchase the Property for a purchase price of $170,000 (the "Price"); and

WHEREAS, the income generated from sale of the Property would help the Port with other needs and objectives.

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

1. The Board hereby concludes that it is in furtherance of the public interest to sell the Property.

2. The Board authorizes Travis Webster, Harbormaster for the Port, or his designee to negotiate and prepare a purchase and sale agreement with Purchaser providing for the as-is sale of the Property for an amount equal to the Price.

3. Any tentative purchase and sale agreement shall be brought back to the Board for its review and approval.

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 September, 2022.

ATTEST:

Richard Heap, President

Sharon Hartung, Secretary/Treasurer

ACTION ITEM - J

DATE:	September 21, 2022
RE:	Closure of all Rogue Credit Union Accounts
TO:	Honorable Board President and District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- The Port uses Rogue Credit Union for its credit card. In total, the Port has 3 accounts with Rogue Credit Union. Business Saving #0600, Business Ownership #0687 and Business Platinum Credit Card #9521.

- Due to a recent attempted fraud charge on our credit card, our credit card was cancelled. Rogue Credit Union will no longer issue a replacement card without a personal guarantee.

- Port staff is recommending closing all Rogue Credit Union accounts and using debit cards issued by Umpqua Bank for recurring monthly payments and online purchases.

DOCUMENTS

- Letter to Rogue Credit Union, 1 page

COMMISSIONERS ACTION

- **Recommended Motion #1:**
  Motion to close of all Port of Brookings Harbor Rogue Credit Union Accounts, including Business Savings Account #4000030600, Business Ownership Account #4000030687, and Business Platinum Credit Card Account #6000189521.

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

Rogue Credit Union
P.O. Box 4550
Medford, OR 97501

To Whom It May Concern,

Please close of all the Port of Brookings Harbor Rogue Credit Union Accounts, including:

- Business Savings Account #4000030600,
- Business Ownership Account #4000030687,
- Business Platinum Credit Card Account #6000189521.

The credit card with number ending in 7681 was cancelled on August 30, 2022, due to fraud activity. Please send any account balances remaining to Port of Brookings Harbor, P.O. Box 848, Brookings, Oregon 97415.

The Board of Commission approved closure of these account, see enclosed minutes from the September 21, 2022 Commission meeting.

Please contact Kim Boom at (541) 469-2218 extension 405 or accounts@portofbrookingsharbor.com if further documentation is needed or questions.

Thank you.

Sincerely,

Richard Heap, President
Port of Brookings Harbor Commission

ACTION ITEM – K

DATE:	September 21, 2022
RE:	Umpqua Bank Account Access Authorization
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- Port staff needs access to Umpqua Bank accounts to inquire, discuss or request account information. Currently Gary Dehlinger and Kim Boom have this access.
- It is good practice to have two staff members with this access. Port staff recommends adding Travis Webster to all the Umpqua Bank accounts with permission to inquire, discuss or request account information
- Port staff recommends removing Gary Dehlinger as an authorized agent for all Umpqua Bank accounts.

DOCUMENTS

- Umpqua Bank Account Access Authorization Form, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
  Motion 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.

UMPQUA BANK

Account Access Authorization Form

All Accounts/Loans under Name: Port of Brookings Harbor

Account/Loan Number(s) if applicable: all checking and loan accounts

(Enter accounts/loan numbers if authorization is not intended for all accounts)

The agent(s) listed below is authorized to exercise the powers granted as indicated below:

	Name of Authorized Agent	Phone Number	E-Mail Address	Authorization Revoked By	Date Revoked
A.	Kim Boom	(541) 469-2218 ext 405			
B.	Gary Dehlinger	(541) 469-2218 ext 406		Richard Heap	September 21, 2022
C.	Travis Webster	(541) 291-7380			
D.					
E.					

Powers Granted - Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power.

Indicate A, B, C, D, and/or E

A,B 1. Obtain deposit account transaction and balance information by phone or in person

A,B 2. Place stop payments on deposit account checks

A,B 3. Obtain deposit account statement, loan statement, check orders, or returned items

_____ 4. Authorized to obtain petty cash by requesting a withdrawal

A,B 5. Receive loan balances and activity on loan, to include loan payoff & payment history

A,B 6. Receive loan confirmation letter

_____ 7. Make advances on business purpose loans

** *Reach out to the Primary Officer or CLS/LA from the assigned Cost Center (Home Store in Concierge) to confirm the customer is authorized to appoint prior to the customer signing.*

Name of Loan Dept. Associateconfirming: _____

_____ 8. Other; _____

Confirmation Code 1956

A Confirmation Code will be used at the time of each request to ensure the request is being made by a listed authorized agent. Customer is responsible for the security of the assigned Confirmation Code. If at any time the customer feels that the code has been compromised, they must notify the Bank immediately.

I understand that this authorization will remain in effect until revoked in writing or a verbal request is received by a store/department, and such revocation is received by Umpqua Bank with reasonable time to note such revocation in its records. The undersigned shall defend (through counsel acceptable to Umpqua), indemnify, and hold Umpqua Bank, its affiliates, subsidiaries, directors, officers, employees, attorneys, successors and assigns harmless from and against any and all claims, losses, liabilities, costs damages and expenses including, without limitation, legal fees and costs, relating to or arising out of or in connection with this Agreement including but not limited to actions taken by Umpqua Bank in accordance with this Agreement.

Customer Authorization

X_____

Signature

Richard Heap, President Board of Commission

Name and Title (Please print or type)

Bank Authorization

X_____

Signature

_____

Name and Title (Please print or type)

If the undersigned will scan copy of this *Account Access Authorization Form* to Umpqua Bank, the undersigned acknowledged that the scan is a true copy of the original *Account Access Authorization Form* and the undersigned's signature is his or her own.

The Account Access Authorization Form cannot be used for the following accounts: POA, Fiduciary, Representative Payee, Guardianship, Conservator, Trust, or Estate accounts.

ACTION ITEM - L

DATE:	September 21, 2022
RE:	Local Government Investment Pool (LGIP) Bank Authorization Agents and Signers
TO:	Honorable Board President and District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- Local Government Investment Pool (LGIP) account(s) hold most of the Port's funds for a better investment rate. Updating authorizations are needed when Board members or Port staff changes.

- Current authorized with permissions for Local Government Investment Pool (LGIP) account(s):

    - Richard Heap, permissions include View/Access pool account information, Add/Remove ACH/wire/transfer instructions, Open/Close pool accounts.

    - Sharon Hartung, permissions include View/Access pool account information, Add/Remove ACH/wire/transfer instructions, Open/Close pool accounts, Receive paper statements.

    - Gary Dehlinger, permissions include View/Access pool account information, initiate transactions, Add/Remove ACH/wire/transfer instructions, Manage permissions.

    - Kimberley Boom, permissions include View/Access pool account information, initiate transactions, Add/Remove ACH/wire/transfer instructions, Manage permissions.

    - Joseph Speir, permissions include View/Access pool account information and Open/Close pool account.

    - Kenneth Range, permissions include View/Access pool account information and Open/Close pool account.

    - Larry Jonas, permissions include View/Access pool account information and Open/Close pool account.

- Port staff recommends adding Travis Webster to all the LGIP account for permissions including View/Access pool account information, Add/Remove ACH/wire/transfer instructions, Initiate transactions and Manage permissions accounts and also removing Gary Dehlinger from all LGIP accounts.

- Updating authorization requires Board action.

DOCUMENTS

- Local Government Investment Pool LGIP Permissions, 2 pages

COMMISSIONERS ACTION

- **Recommended Motion #1:**
  Motion to approve removal of Gary Dehlinger as authorized agent for Port of Brookings Harbor LGIP account(s).

- **Recommended Motion #2:**
  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.

- **Recommended Motion #3:**
  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.

- **Recommended Motion #4:**
  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.

- **Recommended Motion #5:**
  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.

- **Recommended Motion #6:**
  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.

- **Recommended Motion #7:**
  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.

- **Recommended Motion #8:**
  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.

Oregon State Treasury

LGIP Permissions

Use this form to add/modify/remove/retain permissions for pool Contacts. ***To register a new Contact or to modify an existing registration, complete and submit an LGIP Contact Registration form.*** *Submit this form through EON, or fax or mail this form to the fax number or address at the bottom of the page.*

Participant Information

Local Government Name	Taxpayer Identification Number
Port of Brookings Harbor	93 - 6013807

List the pool account number(s) to which this form applies:

Pool Account 1 6017	Pool Account 2 6018	Pool Account 3 6020	Pool Account 4 6021
Pool Account 5 6254	Pool Account 6 6273	Pool Account 7	Pool Account 8
Pool Account 9	Pool Account 10	Pool Account 11	Pool Account 12

Add/Modify Permissions for the Listed Accounts *(Contacts must be registered with the pool)*

Contact Name Travis Webster			For the pool accounts listed above, this Contact may:
Complete the fields below only if the Contact is to receive statements.			☒ View/Access pool account information ☒ Initiate transactions ☒ Add/Remove ACH/wire/transfer instructions* ☐ Open/Close pool accounts ☒ Manage permissions ☐ Receive electronic statements ☐ Receive paper statements
ATTN Line			
Malling Address			
City	State	ZIP Code	

Contact Name Larry Jonas			For the pool accounts listed above, this Contact may:
Complete the fields below only if the Contact is to receive statements.			☒ View/Access pool account information ☐ Initiate transactions ☐ Add/Remove ACH/wire/transfer instructions* ☒ Open/Close pool accounts ☐ Manage permissions ☐ Receive electronic statements ☐ Receive paper statements
ATTN Line			
Malling Address			
City	State	ZIP Code	

**At least two Contacts must be authorized to Add/Remove ACH/wire/transfer instructions.*

Add/Modify Permissions for the Listed Accounts *(Continued)*

Contact Name			For the pool accounts listed above, this Contact may:
Complete the fields below only if the Contact is to receive statements.			☒ View/Access pool account information
ATTN Line			☐ Initiate transactions
Mailing Address			☐ Add/Remove ACH/wire/transfer instructions*
City	State	ZIP Code	☐ Open/Close pool accounts
			☐ Manage permissions
			☐ Receive electronic statements
			☐ Receive paper statements

Contact Name			For the pool accounts listed above, this Contact may:
Complete the fields below only if the Contact is to receive statements.			☒ View/Access pool account information
ATTN Line			☐ Initiate transactions
Mailing Address			☐ Add/Remove ACH/wire/transfer instructions*
City	State	ZIP Code	☐ Open/Close pool accounts
			☐ Manage permissions
			☐ Receive electronic statements
			☐ Receive paper statements

**At least two Contacts must be authorized to Add/Remove ACH/wire/transfer instructions.*

Remove All Permissions for the Listed Accounts

Contact Name
Gary Dehlinger
Contact Name
Contact Name
Contact Name
Contact Name

Retain All Permissions for the Listed Accounts

Contact Name
Kimberley Boom
Contact Name
Richard Heap
Contact Name
Sharon Hartung
Contact Name
Ken Range
Contact Name
Joseph Speir

Signature *(The Contact signing below must already be authorized in the records of the pool to manage permissions)*

Authorized Contact Signature	Authorized Contact Name		Date
X Kimberley Boom	Kimberley Boom		8/31/2022
Title	**Phone Number**	**Ext.**	**E-mail Address**
Director of Finance and Accounting	(541) 469-2218	405	accounts@portofbrookingsharbor.com

POOL USE ONLY		
	DATE	INITIALS
Processed		
Confirmed		

ACTION ITEM – M

DATE:	September 21, 2022
RE:	Agreement for Disbursement of SLFRF Funds (Curry County)
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- Curry County has granted the Port of Brookings Harbor Fifty Thousand Dollars ($50,000), a disbursement of State and Local Fiscal Recovery Funds under the American Rescue Plan Act.
- Funding must be used to directly address a negative economic impact of COVID-19 public health emergency, including funds used for economic or workforce development.
- With Board approval, the Port is eligible for sub award in the amount of $50,000.

DOCUMENTS

- Notification e-mail from Curry County, 1 page
- Curry County Agreement for Disbursement of State and Local Fiscal Recovery Funds (SLFRF), 9 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
  Motion to approve Curry County Agreement for Disbursement of State and Local Fiscal Recovery Funds (SLFRF).

Gmail

Gary Dehlinger <portmanager@portofbrookingsharbor.com>

ARP Funds Contract

5 messages

John Jezuit <jezuitj@co.curry.or.us> Wed, Aug 31, 2022 at 10:52 AM
To: Port Office <info@portofbrookingsharbor.com>, "portmanager@portofbrookingsharbor.com" <portmanager@portofbrookingsharbor.com>
Cc: David Barnes <barnesd@co.curry.or.us>, Anthony Pope <popea@co.curry.or.us>

Hello Gary Dehlinger -

Attached is the ARP fund contract for the Port of Brookings Harbor.

Please sign, notarize, and return.

Thank you.

John T. Jezuit

Administrative Assistant

Curry County Board of Commissioners' Office

541 247 3296

jezuitj@co.curry.or.us

20220831144328 Port of Brookings Harbor ARS Contract.pdf
539K

Port Office <info@portofbrookingsharbor.com> Wed, Aug 31, 2022 at 11:14 AM
To: John Jezuit <jezuitj@co.curry.or.us>
Cc: "portmanager@portofbrookingsharbor.com" <portmanager@portofbrookingsharbor.com>, David Barnes <barnesd@co.curry.or.us>, Anthony Pope <popea@co.curry.or.us>

Thank you John,

I will forward this to our management staff.

Have a nice day,
April Walker
Port of Brookings Harbor Office

[Quoted text hidden]
--

April Walker

Moorage Manager

Port of Brookings Harbor

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CURRY COUNTY
AGREEMENT FOR DISBURSEMENT OF STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF)

SECTION ONE
RECITALS

Curry County, a Political Subdivision of the State of Oregon, hereinafter referred to as "County" hereby enters into an agreement with PORT OF BROOKINGS, hereinafter referred to as "Grantee," for the disbursement of State and Local Fiscal Recovery Funds under the American Rescue Plan Act, hereinafter referred to as "SLFRF," under Expenditure Category No. 2, addressing food programs/household assistance.

It is the Grantee's responsibility while administering the project on the County's behalf to conduct ongoing reviews to ensure funded activities remain within the project scope and general eligibility criteria. Grantees must have adequate financial management systems and internal controls in place to account for the expenditure of federal funds. Purchase of equipment or real property by a Grantee must comply with detailed regulations set forth by 2 CFR Part 200.311-313 and must only be used for its originally authorized purchase. Grantees may place awarded funds in an interest-bearing accounts and are not required to return that interest or limit its use for eligible projects.

The allowable period for expenditure is specified within this Agreement and includes specifications as to the status of fund expenditure. An "obligation" is defined as an order placed for property and services, and entering into contracts, subawards, and similar transactions requiring payment. A cost is "incurred" if the Grantee has entered into an obligation with respect to such cost.

Grantees administering a project that has the potential to generate program income must be mindful of the additional compliance requirements contained in the Compliance and Reporting Guidelines published by the US Treasury. Grantees are required to assist the County in the reporting required by the State and Local Fiscal Recovery Fund program. In order to facilitate reporting, Grantees must have a defined system to track programmatic data and will provide reports to the County that detail expenditures and key performance indicators. In general, Grantees will be required to submit quarterly and annual reports to the County within ten (10) days of the close of the reporting period.

Quarterly reports will be due to the County on October 10, January 10, April 10, and June 10; covering project activities for the preceding quarter. Annual reports will be due on October 10 and shall cover the preceding year from July 1st – June 30th. Grantee should be aware that the US Treasury has reserved the ability to add additional program requirements.

SECTION TWO
AGREEMENT

In consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. EFFECTIVE DATE AND TERM

1.1 This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated by the County in writing.

1.2 Grantees may use SLFRF funds to cover eligible costs incurred from March 3, 2021 to June 30, 2024, as long as the obligations are incurred by June 30, 2024 and are expended by December 31, 2026.

1.3 Grantee must return any funds not expended by December 31, 2026.

1.4 Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Grantee has completed all applicable administrative actions, reporting requirements, and all work required by and set forth in this Agreement.

2. GRAND TOTAL FUNDS TO BE DISSEMINATED TO GRANTEE

The total award amount of State and Local Fiscal Recovery Funds to be disseminated to the Grantee in connection with this Agreement shall not exceed $50,000.00.

3. COMPENSATION AND INVOICING

The parties acknowledge that Federal funding, received by and in custody of the County, is being made available to Grantee for the purpose of providing assistance in combatting the negative economic impacts experienced as a result of the COVID-19 pandemic, and shall be used in accordance with all federal, state and local guidelines regarding usage of State and Local Fiscal Recovery Funds.

4. LIMITATIONS TO USE

The Grantee shall ensure that all expenditures utilizing SLFRF funds received in accordance with this Agreement shall be limited to only those eligible services provided by the Final Rule issued by the United States Treasury. Grantees must demonstrate that funding uses directly address a negative economic impact of the COVID-19 public health emergency, including funds used for economic or workforce development.

5. REPORTING REQUIREMENTS

In order to ensure compliance with existing guidelines set forth by the US Treasury, while also ensuring that all expenditures within the scope of this Agreement adhere to guidelines that may be established by the US Treasury during the term of this Agreement, the Grantee shall provide to the County a comprehensive and detailed list of all expenditures on an itemized statement, and shall also provide any backup documentation to support such expenditures. This statement shall be signed by the Grantee indicating that all expenditures therein comport with the guidelines set forth by the US Treasury. Failure to comply with reporting requirements set forth in this Agreement will constitute Grantee's default as to this Agreement and may result in denial of future funding in addition to liability for funds not spent in accordance.

6. MAINTENANCE AND AUDIT OF RECORDS

The Grantee shall maintain records, books, documents and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the SAO, and the US Treasury for five (5) years following the termination of this Agreement. The Grantee understands that upon execution of this Agreement, it is subject to risk assessment and monitoring by the County for purposes of compliance obligation documentation.

7. CORRECTIVE ACTION UPON DEFAULT

Grantee acknowledges and agrees that any expenditures of SLFRF funds which are determined by the County or Treasury to be ineligible shall be subject to recoupment. If it is determined during the course of this Agreement that the Grantee used SLFRF funding for unallowable or otherwise ineligible costs under this Agreement or any other, the County shall provide the Grantee with a written notice of the amount subject to recoupment along with an explanation of such amounts. Within thirty (30) days of receipt of such notice from Treasury or the County, the Grantee must submit to the County either (1) a request for reconsideration of any amounts subject to recoupment under the Final Rule, or (2) written consent to the notice of recoupment.

8. TIMELINE FOR DISSEMINATION OF FUNDS

Upon receipt of the Grantee's request and execution of this Agreement (consisting of an adopted Order by the Board of Commissioners for the dissemination of funds and all necessary documentation submitted to the Finance Department) the County shall disseminate said funds for all approved expenditures therein within thirty (30) days of the execution of this Agreement. All

payments from the County to the Grantee are contingent on the availability of SLFRF funds to the County, and further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the American Rescue Plan Act.

9. EVOLUTION OF GUIDANCE FROM THE US TREASURY

The County may request additional information from the Grantee, as needed and at any time, to meet any additional guidelines regarding the use of SLFRF funds that may be established by the US Treasury during the scope of this Agreement.

10. FAILURE TO PERFORM & TERMINATION

10.1 If Grantee fails to comply with any terms or conditions of this Agreement, or to provide in any manner, deliverables as agreed to herein, the County may terminate this Agreement for non-compliance with the terms of SLFRF, its convenience or otherwise; for no consideration or damages, upon prior written notice to the Grantee.

10.2 The Grantee may terminate this Agreement upon the following conditions being met:

(a) That ninety (90) days written notice of termination be provided to the County;

(b) That all funds disseminated to Grantee be refunded to the County;

(c) That no further consideration of damages will be entertained.

10.3 In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified, or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the project/services covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Grantee or its representative.

10.4 Upon termination of this Agreement, in whole or in part for any reason, the following provisions apply:

(a) The Grantee shall submit within thirty (30) calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition will cooperate in an audit by the County or its designee.

(b) Any unused SLFRF funds in Grantee's possession or control shall be immediately returned to the County.

11. INDEPENDENT CONTRACTOR

Grantee shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Grantee shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose. Nothing herein shall be construe as creating an agency relationship. The County shall not control the manner in which Grantee performs its duties under this Agreement, and the parties agree that the Grantee shall maintain independent discretion over the manner in which funds are spent under this agreement subject to Section 4. The County's authority to terminate the Agreement shall not be construed as an ability to manage how Grantee performs its duties under this Agreement.

12. HOLD HARMLESS AND INDEMNIFICATION

12.1 The Grantee shall hold harmless, indemnify, and defend the County and its officers, officials, employees and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorney's fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the receipt of funding under this Agreement, or caused or occasioned in whole or in part by reason of the presence of the Grantee, or its beneficiaries, or their property upon or in proximity of the property of the County. Provided, that the Grantee's obligation hereunder shall not extend to the injury, sickness, death, or damage caused by or arising out of the sole negligence of the County or its officers, officials, employees, or agents.

12.2 In any and all claims against the County and its officers, officials, employees and agents by any employee of the Grantee, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Grantee or beneficiary under Workers' Compensation acts, disability benefits acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Grantee expressly waives any immunity the Grantee may have under such laws in the State of Oregon. By executing this Agreement, the Grantee acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the Grantee makes with any beneficiary or agent performing work hereunder. Grantee obligations under this Section shall survive termination and expiration of this Agreement.

12.3 The Grantee's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the Grantee, or the Grantee's employees, agents, designees, or beneficiaries.

13. COMPLIANCE WITH LAWS

The Grantee shall comply with all federal, state and local laws and all requirements and published guidance set forth regarding the usage of any and all SLFRF appropriated.

14. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

GRANTEE	***COUNTY***
Port of Brookings P.O. Box 848 Brookings, OR 97415	Curry County 94235 Moore Street Suite 123 Gold Beach, OR 97444

15. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

16. CONFLICT OF INTEREST

The elected and appointed officials and employees or the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

17. TIME

Time is of the essence in this Agreement.

18. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

19. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties. Authorization by the County shall consist of a majority vote of the Board of Commissioners and may not be conferred with less.

20. DISPUTES

Disputes regarding performance or use of funds allocated under this Agreement shall be promptly addressed in writing by the aggravated party in order that such matters may be settled, or other appropriate action promptly taken.

In the event the parties are unable to reach an agreement on the dispute, the parties agree to submit their dispute to binding arbitration.

21. GOVERNING LAW AND VENUE

This Agreement shall be governed in all respects by the laws of the State of Oregon, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Curry County, Oregon.

22. NON-WAIVER

No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedy available to the County at law or in equity.

23. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

24. ASSIGNMENT

The Grantee shall not assign or transfer any of its interest in or obligations under this Agreement without the prior written consent of the County.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and the Grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the parties with respect to this Agreement. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

26. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US Treasury in connection with the use of SLFRF, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

27. CIVIL RIGHTS COMPLIANCE

Grantees of Federal financial assistance from the US Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin, disability, age, or sex in accordance with the following authorities:

> *Title VI of the Civil Rights Act of 1964 (Title VI); Public Law 88-352, 42 U.S.C. 2000d-1 et seq, and the Department's implementing regulations, 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq.; and the Department's implementing regulations, 31 CFR Part 28, Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations of 31 CFR Part 23.*

28. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any Court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

29. COUNTERPARTS

This Agreement may be executed in one or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

30. AUTHORIZATION

Each party signing below warrants to the other party that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the _____ day of _____, 2022.

CURRY COUNTY

John Herzog, Chair
Board of Commissioners

David Barnes
County Treasurer

Christopher Paasch, Vice Chair
Board of Commissioners

Approved as to Form:

Anthony Pope, OSB #192939
County Legal Counsel

Court Boice, Commissioner 8-30-22
Board of Commissioners

GRANTEE

BY: _____
PORT OF BROOKINGS

STATE OF OREGON)
) ss
COUNTY OF CURRY)

The foregoing instrument was acknowledged before me, a Notary Public for the State of Oregon, on the ____ day of _____, 2022, by _____, who is known to me to be or proved to me on a satisfactory basis that he/she is the individual herein described.

Notary Public for the State of Oregon
My Commission Expires: _____

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. DEPARTMENT OF THE TREASURY

January 2022

The Overview of the Final Rule provides a summary of major provisions of the final rule for informational purposes and is intended as a brief, simplified user guide to the final rule provisions.

The descriptions provided in this document summarize key provisions of the final rule but are non-exhaustive, do not describe all terms and conditions associated with the use of SLFRF, and do not describe all requirements that may apply to this funding. Any SLFRF funds received are also subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which incorporate the provisions of the final rule and the guidance that implements this program.

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Introduction

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan, delivers $350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

EARLY PROGRAM IMPLEMENTATION

In May 2021, Treasury published the Interim final rule (IFR) describing eligible and ineligible uses of funds (as well as other program provisions), sought feedback from the public on these program rules, and began to distribute funds. The IFR went immediately into effect in May, and since then, governments have used SLFRF funds to meet their immediate pandemic response needs and begin building a strong and equitable recovery, such as through providing vaccine incentives, development of affordable housing, and construction of infrastructure to deliver safe and reliable water.

As governments began to deploy this funding in their communities, Treasury carefully considered the feedback provided through its public comment process and other forums. Treasury received over 1,500 comments, participated in hundreds of meetings, and received correspondence from a wide range of governments and other stakeholders.

KEY CHANGES AND CLARIFICATIONS IN THE FINAL RULE

The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process. Among other clarifications and changes, the final rule provides the features below.

Replacing Lost Public Sector Revenue

The final rule offers a standard allowance for revenue loss of up to $10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount – in many cases their full award – for government services, with streamlined reporting requirements.

Public Health and Economic Impacts

In addition to programs and services, the final rule clarifies that recipients can use funds for capital expenditures that support an eligible COVID-19 public health or economic response. For example, recipients may build certain affordable housing, childcare facilities, schools, hospitals, and other projects consistent with final rule requirements.

In addition, the final rule provides an expanded set of households and communities that are presumed to be "impacted" and "disproportionately impacted" by the pandemic, thereby allowing recipients to provide responses to a broad set of households and entities without requiring additional analysis. Further, the final rule provides a broader set of uses available for these communities as part of COVID-19 public health and economic response, including making affordable housing, childcare, early learning, and services to address learning loss during the pandemic eligible in all impacted communities and making certain community development and neighborhood revitalization activities eligible for disproportionately impacted communities.

Further, the final rule allows for a broader set of uses to restore and support government employment, including hiring above a recipient's pre-pandemic baseline, providing funds to employees that experienced pay cuts or furloughs, avoiding layoffs, and providing retention incentives.

Premium Pay

The final rule delivers more streamlined options to provide premium pay, by broadening the share of eligible workers who can receive premium pay without a written justification while maintaining a focus on lower-income and frontline workers performing essential work.

Water, Sewer & Broadband Infrastructure

The final rule significantly broadens eligible broadband infrastructure investments to address challenges with broadband access, affordability, and reliability, and adds additional eligible water and sewer infrastructure investments, including a broader range of lead remediation and stormwater management projects.

FINAL RULE EFFECTIVE DATE

The final rule takes effect on April 1, 2022. Until that time, the interim final rule remains in effect; funds used consistently with the IFR while it is in effect are in compliance with the SLFRF program.

However, recipients can choose to take advantage of the final rule's flexibilities and simplifications now, even ahead of the effective date. Treasury will not take action to enforce the interim final rule to the extent that a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used. Recipients may consult the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule*, which can be found on Treasury's website, for more information on compliance with the interim final rule and the final rule.

Overview of the Program

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program provides substantial flexibility for each jurisdiction to meet local needs within the four separate eligible use categories. This Overview of the Final Rule addresses the four eligible use categories ordered from the broadest and most flexible to the most specific.

Recipients may use SLFRF funds to:

- **Replace lost public sector revenue**, using this funding to provide government services up to the amount of revenue loss due to the pandemic.
    - Recipients may determine their revenue loss by choosing between two options:
        - A standard allowance of up to $10 million in aggregate, not to exceed their award amount, during the program;
        - Calculating their jurisdiction's specific revenue loss each year using Treasury's formula, which compares actual revenue to a counterfactual trend.
    - Recipients may use funds up to the amount of revenue loss for government services; generally, services traditionally provided by recipient governments are government services, unless Treasury has stated otherwise.
- **Support the COVID-19 public health and economic response** by addressing COVID-19 and its impact on public health as well as addressing economic harms to households, small businesses, nonprofits, impacted industries, and the public sector.
    - Recipients can use funds for programs, services, or capital expenditures that respond to the public health and negative economic impacts of the pandemic.
    - To provide simple and clear eligible uses of funds, Treasury provides a list of enumerated uses that recipients can provide to households, populations, or classes (i.e., groups) that experienced pandemic impacts.
    - Public health eligible uses include COVID-19 mitigation and prevention, medical expenses, behavioral healthcare, and preventing and responding to violence.
    - Eligible uses to respond to negative economic impacts are organized by the type of beneficiary: assistance to households, small businesses, and nonprofits.
        - Each category includes assistance for "impacted" and "disproportionately impacted" classes: impacted classes experienced the general, broad-based impacts of the pandemic, while disproportionately impacted classes faced meaningfully more severe impacts, often due to preexisting disparities.
        - To simplify administration, the final rule presumes that some populations and groups were impacted or disproportionately impacted and are eligible for responsive services.

    - Eligible uses for assistance to impacted households include aid for re-employment, job training, food, rent, mortgages, utilities, affordable housing development, childcare, early education, addressing learning loss, and many more uses.
    - Eligible uses for assistance to impacted small businesses or nonprofits include loans or grants to mitigate financial hardship, technical assistance for small businesses, and many more uses.
  - Recipients can also provide assistance to impacted industries like travel, tourism, and hospitality that faced substantial pandemic impacts, or address impacts to the public sector, for example by re-hiring public sector workers cut during the crisis.
  - Recipients providing funds for enumerated uses to populations and groups that Treasury has presumed eligible are clearly operating consistently with the final rule. Recipients can also identify (1) other populations or groups, beyond those presumed eligible, that experienced pandemic impacts or disproportionate impacts and (2) other programs, services, or capital expenditures, beyond those enumerated, to respond to those impacts.
- **Provide premium pay for eligible workers performing essential work**, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors.
  - Recipients may provide premium pay to eligible workers – generally those working in-person in key economic sectors – who are below a wage threshold or non-exempt from the Fair Labor Standards Act overtime provisions, or if the recipient submits justification that the premium pay is responsive to workers performing essential work.
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet.
  - Recipients may fund a broad range of water and sewer projects, including those eligible under the EPA's Clean Water State Revolving Fund, EPA's Drinking Water State Revolving Fund, and certain additional projects, including a wide set of lead remediation, stormwater infrastructure, and aid for private wells and septic units.
  - Recipients may fund high-speed broadband infrastructure in areas of need that the recipient identifies, such as areas without access to adequate speeds, affordable options, or where connections are inconsistent or unreliable; completed projects must participate in a low-income subsidy program.

While recipients have considerable flexibility to use funds to address the diverse needs of their communities, some restrictions on use apply across all eligible use categories. These include:

- **For states and territories:** No offsets of a reduction in net tax revenue resulting from a change in state or territory law.

- **For all recipients except for Tribal governments:** No extraordinary contributions to a pension fund for the purpose of reducing an accrued, unfunded liability.

- **For all recipients:** No payments for debt service and replenishments of rainy day funds; no satisfaction of settlements and judgments; no uses that contravene or violate the American Rescue Plan Act, Uniform Guidance conflicts of interest requirements, and other federal, state, and local laws and regulations.

Under the SLFRF program, funds must be used for costs incurred on or after March 3, 2021. Further, funds must be obligated by December 31, 2024, and expended by December 31, 2026. This time period, during which recipients can expend SLFRF funds, is the "period of performance."

In addition to SLFRF, the American Rescue Plan includes other sources of funding for state and local governments, including the Coronavirus Capital Projects Fund to fund critical capital investments including broadband infrastructure; the Homeowner Assistance Fund to provide relief for our country's most vulnerable homeowners; the Emergency Rental Assistance Program to assist households that are unable to pay rent or utilities; and the State Small Business Credit Initiative to fund small business credit expansion initiatives. Eligible recipients are encouraged to visit the Treasury website for more information.

Replacing Lost Public Sector Revenue

The Coronavirus State and Local Fiscal Recovery Funds provide needed fiscal relief for recipients that have experienced revenue loss due to the onset of the COVID-19 public health emergency. Specifically, SLFRF funding may be used to pay for "government services" in an amount equal to the revenue loss experienced by the recipient due to the COVID-19 public health emergency.

Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services. Funds spent under government services are subject to streamlined reporting and compliance requirements.

In order to use funds under government services, recipients should first determine revenue loss. They may, then, spend up to that amount on general government services.

DETERMINING REVENUE LOSS

Recipients have two options for how to determine their amount of revenue loss. Recipients must choose one of the two options and cannot switch between these approaches after an election is made.

1. **Recipients may elect a "standard allowance" of $10 million to spend on government services through the period of performance.**

   Under this option, which is newly offered in the final rule Treasury presumes that up to $10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund "government services." The standard allowance provides an estimate of revenue loss that is based on an extensive analysis of average revenue loss across states and localities, and offers a simple, convenient way to determine revenue loss, particularly for SLFRF's smallest recipients.

   All recipients may elect to use this standard allowance instead of calculating lost revenue using the formula below, including those with total allocations of $10 million or less. Electing the standard allowance does not increase or decrease a recipient's total allocation.

2. **Recipients may calculate their actual revenue loss according to the formula articulated in the final rule.**

   Under this option, recipients calculate revenue loss at four distinct points in time, either at the end of each calendar year (e.g., December 31 for years 2020, 2021, 2022, and 2023) or the end of each fiscal year of the recipient. Under the flexibility provided in the final rule, recipients can choose whether to use calendar or fiscal year dates but must be consistent throughout the period of performance. Treasury has also provided several adjustments to the definition of general revenue in the final rule.

   To calculate revenue loss at each of these dates, recipients must follow a four-step process:

a. Calculate revenues collected in the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), called the *base year revenue.*

b. Estimate *counterfactual revenue*, which is equal to the following formula, where *n* is the number of months elapsed since the end of the base year to the calculation date:

$$base\ year\ revenue\ \times (1 + growth\ adjustment)^{\frac{n}{12}}$$

The *growth adjustment* is the greater of either a standard growth rate—5.2 percent—or the recipient's average annual revenue growth in the last full three fiscal years prior to the COVID-19 public health emergency.

c. Identify *actual revenue*, which equals revenues collected over the twelve months immediately preceding the calculation date.

Under the final rule, recipients must adjust actual revenue totals for the effect of tax cuts and tax increases that are adopted after the date of adoption of the final rule (January 6, 2022). Specifically, the estimated fiscal impact of tax cuts and tax increases adopted after January 6, 2022, must be added or subtracted to the calculation of actual revenue for purposes of calculation dates that occur on or after April 1, 2022.

Recipients may subtract from their calculation of actual revenue the effect of tax increases enacted prior to the adoption of the final rule. Note that recipients that elect to remove the effect of tax increases enacted before the adoption of the final rule must also remove the effect of tax decreases enacted before the adoption of the final rule, such that they are accurately removing the effect of tax policy changes on revenue.

d. Revenue loss for the calculation date is equal to *counterfactual revenue* minus *actual revenue* (adjusted for tax changes) for the twelve-month period. If actual revenue exceeds counterfactual revenue, the loss is set to zero for that twelve-month period. Revenue loss for the period of performance is the sum of the revenue loss on for each calculation date.

The supplementary information in the final rule provides an example of this calculation, which recipients may find helpful, in the Revenue Loss section.

SPENDING ON GOVERNMENT SERVICES

Recipients can use SLFRF funds on government services up to the revenue loss amount, whether that be the standard allowance amount or the amount calculated using the above approach. **Government services generally include *any service* traditionally provided by a government**, unless Treasury has stated otherwise. Here are some common examples, although this list is not exhaustive:

- ✓ Construction of schools and hospitals
- ✓ Road building and maintenance, and other infrastructure
- ✓ Health services
- ✓ General government administration, staff, and administrative facilities
- ✓ Environmental remediation
- ✓ Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)

Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions on Use section and apply to all uses of funds, apply to government services as well.

Responding to Public Health and Economic Impacts of COVID-19

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts.

The eligible use category to respond to public health and negative economic impacts is organized around the types of assistance a recipient may provide and includes several sub-categories:

- public health,
- assistance to households,
- assistance to small businesses,
- assistance to nonprofits,
- aid to impacted industries, and
- public sector capacity.

In general, to identify eligible uses of funds in this category, recipients should (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified and reasonably designed to benefit those impacted.

To provide simple, clear eligible uses of funds that meet this standard, Treasury provides a non-exhaustive list of enumerated uses that respond to pandemic impacts. Treasury also presumes that some populations experienced pandemic impacts and are eligible for responsive services. In other words, recipients providing enumerated uses of funds to populations presumed eligible are clearly operating consistently with the final rule.[1]

Recipients also have broad flexibility to (1) identify and respond to other pandemic impacts and (2) serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients can also identify groups or "classes" of beneficiaries that experienced pandemic impacts and provide services to those classes.

[1] However, please note that use of funds for enumerated uses may not be grossly disproportionate to the harm. Further, recipients should consult the Capital Expenditures section for more information about pursuing a capital expenditure; please note that enumerated capital expenditures are not presumed to be reasonably proportional responses to an identified harm except as provided in the Capital Expenditures section.

Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	• Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group) • Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class	• Types of responses can include a program, service, or capital expenditure • Response should be related and reasonably proportional to the harm • Response should also be reasonably designed to benefit impacted individual or class
Simplifying Presumptions	• Final Rule presumes certain populations and classes are impacted and disproportionately impacted	• Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts

To assess eligibility of uses of funds, recipients should first determine the sub-category where their use of funds may fit (e.g., public health, assistance to households, assistance to small businesses), based on the entity that experienced the health or economic impact.[2] Then, recipients should refer to the relevant section for more details on each sub-category.

While the same overall eligibility standard applies to all uses of funds to respond to the public health and negative economic impacts of the pandemic, each sub-category has specific nuances on its application. In addition:

- Recipients interested in using funds for capital expenditures (i.e., investments in property, facilities, or equipment) should review the Capital Expenditures section in addition to the eligible use sub-category.
- Recipients interested in other uses of funds, beyond the enumerated uses, should refer to the section on "Framework for Eligible Uses Beyond Those Enumerated."

[2] For example, a recipient interested in providing aid to unemployed individuals is addressing a negative economic impact experienced by a household and should refer to the section on assistance to households. Recipients should also be aware of the difference between "beneficiaries" and "sub-recipients." Beneficiaries are households, small businesses, or nonprofits that can receive assistance based on impacts of the pandemic that they experienced. On the other hand, sub-recipients are organizations that carry out eligible uses on behalf of a government, often through grants or contracts. Sub-recipients do not need to have experienced a negative economic impact of the pandemic; rather, they are providing services to beneficiaries that experienced an impact.

RESPONDING TO THE PUBLIC HEALTH EMERGENCY

While the country has made tremendous progress in the fight against COVID-19, including a historic vaccination campaign, the disease still poses a grave threat to Americans' health and the economy. Providing state, local, and Tribal governments the resources needed to fight the COVID-19 pandemic is a core goal of the Coronavirus State and Local Fiscal Recovery Funds, as well as addressing the other ways that the pandemic has impacted public health. Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations.

- **COVID-19 mitigation and prevention.** The pandemic has broadly impacted Americans and recipients can provide services to prevent and mitigate COVID-19 to the general public or to small businesses, nonprofits, and impacted industries in general. Enumerated eligible uses include:

  - ✓ Vaccination programs, including vaccine incentives and vaccine sites
  - ✓ Testing programs, equipment and sites
  - ✓ Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants)
  - ✓ Public communication efforts
  - ✓ Public health data systems
  - ✓ COVID-19 prevention and treatment equipment, such as ventilators and ambulances
  - ✓ Medical and PPE/protective supplies
  - ✓ Support for isolation or quarantine
  - ✓ Ventilation system installation and improvement
  - ✓ Technical assistance on mitigation of COVID-19 threats to public health and safety
  - ✓ Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations
  - ✓ Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools
  - ✓ Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries
  - ✓ Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms)
  - ✓ Temporary medical facilities and other measures to increase COVID-19 treatment capacity
  - ✓ Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)
  - ✓ Public telemedicine capabilities for COVID-19 related treatment

- **Medical expenses.** Funds may be used for expenses to households, medical providers, or others that incurred medical costs due to the pandemic, including:
  - ✓ Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals
  - ✓ Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions
  - ✓ Emergency medical response expenses
  - ✓ Treatment of long-term symptoms or effects of COVID-19

- **Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services.** Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond. Enumerated eligible uses include:
  - ✓ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
  - ✓ Enhanced behavioral health services in schools
  - ✓ Services for pregnant women or infants born with neonatal abstinence syndrome
  - ✓ Support for equitable access to reduce disparities in access to high-quality treatment
  - ✓ Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services
  - ✓ Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery
  - ✓ Behavioral health facilities & equipment

- **Preventing and responding to violence.** Recognizing that violence – and especially gun violence – has increased in some communities due to the pandemic, recipients may use funds to respond in these communities through:
  - ✓ Referrals to trauma recovery services for victims of crime
  - ✓ Community violence intervention programs, including:
    - Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance
  - ✓ In communities experiencing increased gun violence due to the pandemic:
    - Law enforcement officers focused on advancing community policing
    - Enforcement efforts to reduce gun violence, including prosecution
    - Technology & equipment to support law enforcement response

RESPONDING TO NEGATIVE ECONOMIC IMPACTS

The pandemic caused severe economic damage and, while the economy is on track to a strong recovery, much work remains to continue building a robust, resilient, and equitable economy in the wake of the crisis and to ensure that the benefits of this recovery reach all Americans. While the pandemic impacted millions of American households and businesses, some of its most severe impacts fell on low-income and underserved communities, where pre-existing disparities amplified the impact of the pandemic and where the most work remains to reach a full recovery.

The final rule recognizes that the pandemic caused broad-based impacts that affected many communities, households, and small businesses across the country; for example, many workers faced unemployment and many small businesses saw declines in revenue. The final rule describes these as "impacted" households, communities, small businesses, and nonprofits.

At the same time, the pandemic caused disproportionate impacts, or more severe impacts, in certain communities. For example, low-income and underserved communities have faced more severe health and economic outcomes like higher rates of COVID-19 mortality and unemployment, often because pre-existing disparities exacerbated the impact of the pandemic. The final rule describes these as "disproportionately impacted" households, communities, small businesses, and nonprofits.

To simplify administration of the program, the final rule presumes that certain populations were "impacted" and "disproportionately impacted" by the pandemic; these populations are presumed to be eligible for services that respond to the impact they experienced. The final rule also enumerates a non-exhaustive list of eligible uses that are recognized as responsive to the impacts or disproportionate impacts of COVID-19. Recipients providing enumerated uses to populations presumed eligible are clearly operating consistently with the final rule.

As discussed further in the section Framework for Eligible Uses Beyond Those Enumerated, recipients can also identify other pandemic impacts, impacted or disproportionately impacted populations or classes, and responses.

However, note that the final rule maintains that general infrastructure projects, including roads, streets, and surface transportation infrastructure, would generally not be eligible under this eligible use category, unless the project responded to a specific pandemic public health need or a specific negative economic impact. Similarly, general economic development or workforce development – activities that do not respond to negative economic impacts of the pandemic but rather seek to more generally enhance the jurisdiction's business climate – would generally not be eligible under this eligible use category.

Assistance to Households

Impacted Households and Communities

Treasury presumes the following households and communities are impacted by the pandemic:

- ✓ Low- or-moderate income households or communities
- ✓ Households that experienced unemployment
- ✓ Households that experienced increased food or housing insecurity
- ✓ Households that qualify for the Children's Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program, or Medicaid
- ✓ *When providing affordable housing programs*: households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
- ✓ *When providing services to address lost instructional time in K-12 schools*: any student that lost access to in-person instruction for a significant period of time

Low- or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines are higher than the area's median income and using the Federal Poverty Guidelines would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the response they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 300 percent of the Federal Poverty Guidelines for a household of three is $65,880 per year.[3] In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is impacted by the pandemic and eligible for services to respond. Additionally, by following the steps detailed in the section Framework for Eligible Uses Beyond Those Enumerated, recipients may designate additional households as impacted or disproportionately impacted beyond these presumptions, and may also pursue projects not listed below in response to these impacts consistent with Treasury's standards.

[3] For recipients in Alaska, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is $82,350 per year. For recipients in Hawaii, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is $75,780 per year.

Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to impacts of the pandemic on households and communities:

- ✓ Food assistance (e.g., child nutrition programs, including school meals) & food banks
- ✓ Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
- ✓ Health insurance coverage expansion
- ✓ Benefits for surviving family members of individuals who have died from COVID-19
- ✓ Assistance to individuals who want and are available for work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, incentives for newly-employed workers, subsidized employment, grants to hire underserved workers, assistance to unemployed individuals to start small businesses & development of job and workforce training centers
- ✓ Financial services for the unbanked and underbanked
- ✓ Burials, home repair & home weatherization
- ✓ Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
- ✓ Cash assistance
- ✓ Paid sick, medical, and family leave programs
- ✓ Assistance in accessing and applying for public benefits or services
- ✓ Childcare and early learning services, home visiting programs, services for child welfare-involved families and foster youth & childcare facilities
- ✓ Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)
- ✓ Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing
- ✓ Certain contributions to an Unemployment Insurance Trust Fund[4]

[4] Recipients may only use SLFRF funds for contributions to unemployment insurance trust funds and repayment of the principal amount due on advances received under Title XII of the Social Security Act up to an amount equal to (i) the difference between the balance in the recipient's unemployment insurance trust fund as of January 27, 2020 and the balance of such account as of May 17, 2021, plus (ii) the principal amount outstanding as of May 17, 2021 on any advances received under Title XII of the Social Security Act between January 27, 2020 and May 17, 2021. Further, recipients may use SLFRF funds for the payment of any interest due on such Title XII advances. Additionally, a recipient that deposits SLFRF funds into its unemployment insurance trust fund to fully restore the pre-pandemic balance may not draw down that balance and deposit more SLFRF funds, back up to the pre-pandemic balance. Recipients that deposit SLFRF funds into an unemployment insurance trust fund, or use SLFRF funds to repay principal on Title XII advances, may not take action to reduce benefits available to unemployed workers by changing the computation method governing regular unemployment compensation in a way that results in a reduction of average weekly benefit amounts or the number of weeks of benefits payable (i.e., maximum benefit entitlement).

Disproportionately Impacted Households and Communities

Treasury presumes the following households and communities are disproportionately impacted by the pandemic:

- ✓ Low -income households and communities
- ✓ Households residing in Qualified Census Tracts
- ✓ Households that qualify for certain federal benefits[5]
- ✓ Households receiving services provided by Tribal governments
- ✓ Households residing in the U.S. territories or receiving services from these governments

Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) income at or below 40 percent of area median income for its county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines level is higher than the area median income level and using this level would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the service they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 185 percent of the Federal Poverty Guidelines for a household of three is $40,626 per year.[6] In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is disproportionately impacted by the pandemic and eligible for services to respond.

[5] These programs are Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.

[6] For recipients in Alaska, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is $50,783 per year. For recipients in Hawaii, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is $46,731 per year

Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to disproportionate impacts of the pandemic on households and communities:

- ✓ Pay for community health workers to help households access health & social services
- ✓ Remediation of lead paint or other lead hazards
- ✓ Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities
- ✓ Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity
- ✓ Investments in neighborhoods to promote improved health outcomes
- ✓ Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing[7]
- ✓ Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs
- ✓ Schools and other educational equipment & facilities
- ✓ Responses available to respond to impacts of the pandemic on households and communities (including those listed on page 18)

[7] Please see the final rule for further details and conditions applicable to this eligible use. This includes Treasury's presumption that demolition of vacant or abandoned residential properties that results in a net reduction in occupiable housing units for low- and moderate-income individuals in an area where the availability of such housing is lower than the need for such housing is ineligible for support with SLFRF funds.

Assistance to Small Businesses

Small businesses have faced widespread challenges due to the pandemic, including periods of shutdown, declines in revenue, or increased costs. The final rule provides many tools for recipients to respond to the impacts of the pandemic on small businesses, or disproportionate impacts on businesses where pre-existing disparities like lack of access to capital compounded the pandemic's effects.

Small businesses eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "small business," specifically:

1. Have no more than 500 employees, or if applicable, the size standard in number of employees established by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and
2. Are a small business concern as defined in section 3 of the Small Business Act[8] (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).

Impacted Small Businesses

Recipients can identify small businesses impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- ✓ Decreased revenue or gross receipts
- ✓ Financial insecurity
- ✓ Increased costs
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to small businesses that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs
- ✓ Technical assistance, counseling, or other services to support business planning

Disproportionately Impacted Small Businesses

Treasury presumes that the following small businesses are disproportionately impacted by the pandemic:

[8] 15 U.S.C. 632.

- ✓ Small businesses operating in Qualified Census Tracts
- ✓ Small businesses operated by Tribal governments or on Tribal lands
- ✓ Small businesses operating in the U.S. territories

Assistance to disproportionately impacted small businesses includes the following enumerated uses, which have been expanded under the final rule:

- ✓ Rehabilitation of commercial properties, storefront improvements & façade improvements
- ✓ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
- ✓ Support for microbusinesses, including financial, childcare, and transportation costs

Assistance to Nonprofits

Nonprofits have faced significant challenges due to the pandemic's increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees. Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "nonprofit"—specifically those that are 501(c)(3) or 501(c)(19) tax-exempt organizations.

Impacted Nonprofits

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- ✓ Decreased revenue (e.g., from donations and fees)
- ✓ Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship
- ✓ Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic

Disproportionately Impacted Nonprofits

Treasury presumes that the following nonprofits are disproportionately impacted by the pandemic:

- ✓ Nonprofits operating in Qualified Census Tracts
- ✓ Nonprofits operated by Tribal governments or on Tribal lands
- ✓ Nonprofits operating in the U.S. territories

Recipients may identify appropriate responses that are related and reasonably proportional to addressing these disproportionate impacts.

Aid to Impacted Industries

Recipients may use SLFRF funding to provide aid to industries impacted by the COVID-19 pandemic. Recipients should first designate an impacted industry and then provide aid to address the impacted industry's negative economic impact.

This sub-category of eligible uses does not separately identify disproportionate impacts and corresponding responsive services.

1. **Designating an impacted industry.** There are two main ways an industry can be designated as "impacted."

    1. If the industry is in the travel, tourism, or hospitality sectors (including Tribal development districts), the industry is impacted.

    2. If the industry is outside the travel, tourism, or hospitality sectors, the industry is impacted if:

        a. The industry experienced at least 8 percent employment loss from pre-pandemic levels,[9] or

        b. The industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, based on the totality of economic indicators or qualitative data (if quantitative data is unavailable), and if the impacts were generally due to the COVID-19 public health emergency.

    Recipients have flexibility to define industries broadly or narrowly, but Treasury encourages recipients to define narrow and discrete industries eligible for aid. State and territory recipients also have flexibility to define the industries with greater geographic precision; for example, a state may identify a particular industry in a certain region of a state as impacted.

2. **Providing eligible aid to the impacted industry.** Aid may only be provided to support businesses, attractions, and Tribal development districts operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. Further, aid should be generally broadly available to all businesses within the impacted industry to avoid potential conflicts of interest, and Treasury encourages aid to be first used for operational expenses, such as payroll, before being used on other types of costs.

[9] Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021). For parity and simplicity, smaller recipients without employment data that measure industries in their specific jurisdiction may use data available for a broader unit of government for this calculation (e.g., a county may use data from the state in which it is located; a city may use data for the county, if available, or state in which it is located) solely for purposes of determining whether a particular industry is an impacted industry.

Treasury recognizes the enumerated projects below as eligible responses to impacted industries.

- ✓ Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
- ✓ Technical assistance, counseling, or other services to support business planning
- ✓ COVID-19 mitigation and infection prevention measures (see section Public Health)

As with all eligible uses, recipients may pursue a project not listed above by undergoing the steps outlined in the section Framework for Eligible Uses Beyond Those Enumerated.

PUBLIC SECTOR CAPACITY

Recipients may use SLFRF funding to restore and bolster public sector capacity, which supports government's ability to deliver critical COVID-19 services. There are three main categories of eligible uses to bolster public sector capacity and workforce: Public Safety, Public Health, and Human Services Staff; Government Employment and Rehiring Public Sector Staff; and Effective Service Delivery.

Public Safety, Public Health, and Human Services Staff

SLFRF funding may be used for payroll and covered benefits for public safety, public health, health care, human services and similar employees of a recipient government, for the portion of the employee's time spent responding to COVID-19. Recipients should follow the steps below.

1. **Identify eligible public safety, public health, and human services staff.** Public safety staff include:

   - ✓ Police officers (including state police officers)
   - ✓ Sheriffs and deputy sheriffs
   - ✓ Firefighters
   - ✓ Emergency medical responders
   - ✓ Correctional and detention officers
   - ✓ Dispatchers and supervisor personnel that directly support public safety staff

   Public health staff include:

   - ✓ Employees involved in providing medical and other physical or mental health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions
   - ✓ Laboratory technicians, medical examiners, morgue staff, and other support services essential for patient care
   - ✓ Employees of public health departments directly engaged in public health matters and related supervisory personnel

   Human services staff include:

   - ✓ Employees providing or administering social services and public benefits
   - ✓ Child welfare services employees
   - ✓ Child, elder, or family care employees

2. **Assess portion of time spent on COVID-19 response for eligible staff.**

   Recipients can use a variety of methods to assess the share of an employees' time spent responding to COVID-19, including using reasonable estimates—such as estimating the share of time based on discussions with staff and applying that share to all employees in that position.

   For administrative convenience, recipients can consider public health and safety employees entirely devoted to responding to COVID-19 (and their payroll and benefits fully covered by SLFRF) if the

employee, or his or her operating unit or division, is "primarily dedicated" to responding to COVID-19. Primarily dedicated means that more than half of the employee, unit, or division's time is dedicated to responding to COVID-19.

Recipients must periodically reassess their determination and maintain records to support their assessment, although recipients do not need to track staff hours.

3. **Use SLFRF funding for payroll and covered benefits for the portion of eligible staff time spent on COVID-19 response.** SLFRF funding may be used for payroll and covered benefits for the portion of the employees' time spent on COVID-19 response, as calculated above, through the period of performance.

Government Employment and Rehiring Public Sector Staff

Under the increased flexibility of the final rule, SLFRF funding may be used to support a broader set of uses to restore and support public sector employment. Eligible uses include hiring up to a pre-pandemic baseline that is adjusted for historic underinvestment in the public sector, providing additional funds for employees who experienced pay cuts or were furloughed, avoiding layoffs, providing worker retention incentives, and paying for ancillary administrative costs related to hiring, support, and retention.

- **Restoring pre-pandemic employment.** Recipients have two options to restore pre-pandemic employment, depending on the recipient's needs.

  - *If the recipient simply wants to hire back employees for pre-pandemic positions:* Recipients may use SLFRF funds to hire employees for the same positions that existed on January 27, 2020 but that were unfilled or eliminated as of March 3, 2021. Recipients may use SLFRF funds to cover payroll and covered benefits for such positions through the period of performance.

  - *If the recipient wants to hire above the pre-pandemic baseline and/or would like to have flexibility in positions:* Recipients may use SLFRF funds to pay for payroll and covered benefits associated with the recipient increasing its number of budgeted FTEs up to 7.5 percent above its pre-pandemic baseline. Specifically, recipients should undergo the following steps:

    a. Identify the recipient's budgeted FTE level on January 27, 2020. This includes all budgeted positions, filled and unfilled. This is called the *pre-pandemic baseline*.
    b. Multiply the pre-pandemic baseline by 1.075. This is called the *adjusted pre-pandemic baseline*.
    c. Identify the recipient's budgeted FTE level on March 3, 2021, which is the beginning of the period of performance for SLFRF funds. Recipients may, but are not required to, exclude the number of FTEs dedicated to responding to the COVID-19 public health emergency. This is called the *actual number of FTEs*.
    d. Subtract the *actual number of FTEs* from the *adjusted pre-pandemic baseline* to calculate the number of FTEs that can be covered by SLFRF funds. Recipients do not have to hire for the same roles that existed pre-pandemic.

Recipients may use SLFRF funds to cover payroll and covered benefits through the period of performance; these employees must have begun their employment on or after March 3, 2021. Recipients may only use SLFRF funds for additional FTEs hired over the March 3, 2021 level (i.e., the *actual number of FTEs*).

- **Supporting and retaining public sector workers.** Recipients can also use funds in other ways that support the public sector workforce.[10] These include:
    - **Providing additional funding for employees who experienced pay reductions or were furloughed** since the onset of the pandemic, up to the difference in the employee's pay, taking into account unemployment benefits received.
    - **Maintaining current compensation levels to prevent layoffs.** SLFRF funds may be used to maintain current compensation levels, with adjustments for inflation, in order to prevent layoffs that would otherwise be necessary.
    - **Providing worker retention incentives, including reasonable increases in compensation** to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.
- **Covering administrative costs associated with administering the hiring, support, and retention programs above.**

Effective Service Delivery

SLFRF funding may be used to improve the efficacy of public health and economic programs through tools like program evaluation, data, and outreach, as well as to address administrative needs caused or exacerbated by the pandemic. Eligible uses include:

- **Supporting program evaluation, data, and outreach through:**

[10] Recipients should be able to substantiate that these uses of funds are substantially due to the public health emergency or its negative economic impacts (e.g., fiscal pressures on state and local budgets) and respond to its impacts. See the final rule for details on these uses.

- ✓ Program evaluation and evidence resources
- ✓ Data analysis resources to gather, assess, share, and use data
- ✓ Technology infrastructure to improve access to and the user experience of government IT systems, as well as technology improvements to increase public access and delivery of government programs and services
- ✓ Community outreach and engagement activities
- ✓ Capacity building resources to support using data and evidence, including hiring staff, consultants, or technical assistance support

- **Addressing administrative needs, including:**
  - ✓ Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFRF and non-federally funded programs
  - ✓ Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data and case management systems)

CAPITAL EXPENDITURES

As described above, the final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds.

Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class.

For ease of administration, the final rule identifies enumerated types of capital expenditures that Treasury has identified as responding to the pandemic's impacts; these are listed in the applicable sub-category of eligible uses (e.g., public health, assistance to households, etc.). Recipients may also identify other responsive capital expenditures. Similar to other eligible uses in the SLFRF program, no pre-approval is required for capital expenditures.

To guide recipients' analysis of whether a capital expenditure meets the eligibility standard, recipients (with the exception of Tribal governments) must complete and meet the requirements of a written justification for capital expenditures equal to or greater than $1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting. Specifically:

If a project has total capital expenditures of	and the use is enumerated by Treasury as eligible, then	and the use is beyond those enumerated by Treasury as eligible, then
Less than $1 million	No Written Justification required	No Written Justification required
Greater than or equal to $1 million, but less than $10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury
$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	

A Written Justification includes:

- *Description of the harm or need to be addressed.* Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.

- *Explanation of why a capital expenditure is appropriate.* For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.
- *Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior.* Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.

Treasury presumes that the following capital projects are generally ineligible:

- Construction of new correctional facilities as a response to an increase in rate of crime
- Construction of new congregate facilities to decrease spread of COVID-19 in the facility
- Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries

In undertaking capital expenditures, Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

FRAMEWORK FOR ELIGIBLE USES BEYOND THOSE ENUMERATED

As described above, recipients have broad flexibility to identify and respond to other pandemic impacts and serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients should undergo the following steps to decide whether their project is eligible:

Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	• Can identify impact to a specific household, business or nonprofit or to a class of households, businesses or nonprofits (i.e., group) • Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class	• Types of responses can include a program, service, or capital expenditure • Response should be related and reasonably proportional to the harm • Response should also be reasonably designed to benefit impacted individual or class

1. **Identify a COVID-19 public health or negative economic impact on an individual or a class.** Recipients should identify an individual or class that is "impacted" or "disproportionately impacted" by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.

    - "Impacted" entities are those impacted by the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency. For example, an individual who lost their job or a small business that saw lower revenue during a period of closure would both have experienced impacts of the pandemic.

    - "Disproportionately impacted" entities are those that experienced disproportionate public health or economic outcomes from the pandemic; Treasury recognizes that pre-existing disparities, in many cases, amplified the impacts of the pandemic, causing more severe impacts in underserved communities. For example, a household living in a neighborhood with limited access to medical care and healthy foods may have faced health disparities before the pandemic, like a higher rate of chronic health conditions, that contributed to more severe health outcomes during the COVID-19 pandemic.

    The recipient may choose to identify these impacts at either the individual level or at a class level. If the recipient is identifying impacts at the individual level, they should retain documentation supporting the impact the individual experienced (e.g., documentation of lost revenues from a small business). Such documentation can be streamlined in many cases (e.g., self-attestation that a household requires food assistance).

    Recipients also have broad flexibility to identify a "class" – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should

first identify the class and the impact that it faced. Then, recipients only need to document that the individuals served fall within that class; recipients do not need to document a specific impact to each individual served. For example, a recipient could identify that restaurants in the downtown area faced substantial declines in revenue due to decreased foot traffic from workers; the recipient could develop a program to respond to the impact on that class and only needs to document that the businesses being served are restaurants in the downtown area.

Recipients should keep the following considerations in mind when designating a class:

- **There should be a relationship between the definition of the class and the proposed response.** Larger and less-specific classes are less likely to have experienced similar harms, which may make it more difficult to design a response that appropriately responds to those harms.
- **Classes may be determined on a population basis or on a geographic basis**, and the response should be appropriately matched. For example, a response might be designed to provide childcare to single parents, regardless of which neighborhood they live in, or a response might provide a park to improve the health of a disproportionately impacted neighborhood.
- **Recipients may designate classes that experienced disproportionate impact**, by assessing the impacts of the pandemic and finding that some populations experienced meaningfully more severe impacts than the general public. To determine these disproportionate impacts, recipients:
    - May designate classes based on academic research or government research publications (such as the citations provided in the supplementary information in the final rule), through analysis of their own data, or through analysis of other existing data sources.
    - May also consider qualitative research and sources to augment their analysis, or when quantitative data is not readily available. Such sources might include resident interviews or feedback from relevant state and local agencies, such as public health departments or social services departments.
    - Should consider the quality of the research, data, and applicability of analysis to their determination in all cases.
- **Some of the enumerated uses may also be appropriate responses to the impacts experienced by other classes of beneficiaries**. It is permissible for recipients to provide these services to other classes, so long as the recipient determines that the response is also appropriate for those groups.
- **Recipients may designate a class based on income level, including at levels higher than the final rule definition of "low- and moderate-income."** For example, a recipient may identify that households in their community with incomes above the final rule threshold for low-income nevertheless experienced disproportionate impacts from the pandemic and provide responsive services.

2. **Design a response that addresses or responds to the impact.** Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced

the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For example, uses that bear no relation or are grossly disproportionate to the type or extent of the impact would not be eligible.

"Reasonably proportional" refers to the scale of the response compared to the scale of the harm, as well as the targeting of the response to beneficiaries compared to the amount of harm they experienced; for example, it may not be reasonably proportional for a cash assistance program to provide a very small amount of aid to a group that experienced severe harm and a much larger amount to a group that experienced relatively little harm. Recipients should consider relevant factors about the harm identified and the response to evaluate whether the response is reasonably proportional. For example, recipients may consider the size of the population impacted and the severity, type, and duration of the impact. Recipients may also consider the efficacy, cost, cost-effectiveness, and time to delivery of the response.

For disproportionately impacted communities, recipients may design interventions that address broader pre-existing disparities that contributed to more severe health and economic outcomes during the pandemic, such as disproportionate gaps in access to health care or pre-existing disparities in educational outcomes that have been exacerbated by the pandemic.

Premium Pay

The Coronavirus State and Local Fiscal Recovery Funds may be used to provide premium pay to eligible workers performing essential work during the pandemic. Premium pay may be awarded to eligible workers up to $13 per hour. Premium pay must be in addition to wages or remuneration (i.e., compensation) the eligible worker otherwise receives. Premium pay may not exceed $25,000 for any single worker during the program.

Recipients should undergo the following steps to provide premium pay to eligible workers.

1. **Identify an "eligible" worker.** Eligible workers include workers "needed to maintain continuity of operations of essential critical infrastructure sectors." These sectors and occupations are eligible:

   - ✓ Health care
   - ✓ Emergency response
   - ✓ Sanitation, disinfection & cleaning
   - ✓ Maintenance
   - ✓ Grocery stores, restaurants, food production, and food delivery
   - ✓ Pharmacy
   - ✓ Biomedical research
   - ✓ Behavioral health
   - ✓ Medical testing and diagnostics
   - ✓ Home and community-based health care or assistance with activities of daily living
   - ✓ Family or child care
   - ✓ Social services
   - ✓ Public health
   - ✓ Mortuary
   - ✓ Critical clinical research, development, and testing necessary for COVID-19 response
   - ✓ State, local, or Tribal government workforce
   - ✓ Workers providing vital services to Tribes
   - ✓ Educational, school nutrition, and other work required to operate a school facility
   - ✓ Laundry
   - ✓ Elections
   - ✓ Solid waste or hazardous materials management, response, and cleanup
   - ✓ Work requiring physical interaction with patients
   - ✓ Dental care
   - ✓ Transportation and warehousing
   - ✓ Hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment

   Beyond this list, the chief executive (or equivalent) of a recipient government may designate additional non-public sectors as critical so long as doing so is necessary to protecting the health and wellbeing of the residents of such jurisdictions.

2. **Verify that the eligible worker performs "essential work,"** meaning work that:

   - Is not performed while teleworking from a residence; and
   - Involves either:
     a. regular, in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or
     b. regular physical handling of items that were handled by, or are to be handled by, patients, the public, or coworkers of the individual that is performing the work.

3. **Confirm that the premium pay "responds to" workers performing essential work during the COVID-19 public health emergency.** Under the final rule, which broadened the share of eligible workers who can receive premium pay without a written justification, recipients may meet this requirement in one of three ways:

    - Eligible worker receiving premium pay is earning (with the premium included) at or below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics' Occupational Employment and Wage Statistics, whichever is higher, on an annual basis; or

    - Eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions; or

    - If a worker does not meet either of the above requirements, the recipient must submit written justification to Treasury detailing how the premium pay is otherwise responsive to workers performing essential work during the public health emergency. This may include a description of the essential worker's duties, health, or financial risks faced due to COVID-19, and why the recipient determined that the premium pay was responsive. Treasury anticipates that recipients will easily be able to satisfy the justification requirement for front-line workers, like nurses and hospital staff.

Premium pay may be awarded in installments or lump sums (e.g., monthly, quarterly, etc.) and may be awarded to hourly, part-time, or salaried or non-hourly workers. Premium pay must be paid in addition to wages already received and may be paid retrospectively. A recipient may not use SLFRF to merely reimburse itself for premium pay or hazard pay already received by the worker, and premium pay may not be paid to volunteers.

Water & Sewer Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure. State, local, and Tribal governments have a tremendous need to address the consequences of deferred maintenance in drinking water systems and removal, management, and treatment of sewage and stormwater, along with additional resiliency measures needed to adapt to climate change.

Recipients may undertake the eligible projects below:

PROJECTS ELIGIBLE UNDER EPA'S CLEAN WATER STATE REVOLVING FUND (CWSRF)

Eligible projects under the CWSRF, and the final rule, include:

- ✓ Construction of publicly owned treatment works
- ✓ Projects pursuant to implementation of a nonpoint source pollution management program established under the Clean Water Act (CWA)
- ✓ Decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage
- ✓ Management and treatment of stormwater or subsurface drainage water
- ✓ Water conservation, efficiency, or reuse measures
- ✓ Development and implementation of a conservation and management plan under the CWA
- ✓ Watershed projects meeting the criteria set forth in the CWA
- ✓ Energy consumption reduction for publicly owned treatment works
- ✓ Reuse or recycling of wastewater, stormwater, or subsurface drainage water
- ✓ Security of publicly owned treatment works

Treasury encourages recipients to review the EPA handbook for the CWSRF for a full list of eligibilities.

PROJECTS ELIGIBLE UNDER EPA'S DRINKING WATER STATE REVOLVING FUND (DWSRF)

Eligible drinking water projects under the DWSRF, and the final rule, include:

- ✓ Facilities to improve drinking water quality
- ✓ Transmission and distribution, including improvements of water pressure or prevention of contamination in infrastructure and lead service line replacements
- ✓ New sources to replace contaminated drinking water or increase drought resilience, including aquifer storage and recovery system for water storage
- ✓ Green infrastructure, including green roofs, rainwater harvesting collection, permeable pavement
- ✓ Storage of drinking water, such as to prevent contaminants or equalize water demands
- ✓ Purchase of water systems and interconnection of systems
- ✓ New community water systems

Treasury encourages recipients to review the EPA handbook for the DWSRF for a full list of eligibilities.

ADDITIONAL ELIGIBLE PROJECTS

With broadened eligibility under the final rule, SLFRF funds may be used to fund additional types of projects— such as additional stormwater infrastructure, residential wells, lead remediation, and certain rehabilitations of dams and reservoirs — beyond the CWSRF and DWSRF, if they are found to be "necessary" according to the definition provided in the final rule and outlined below.

- ✓ Culvert repair, resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- ✓ Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- ✓ Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- ✓ Broad set of lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act, such as lead testing, installation of corrosion control treatment, lead service line replacement, as well as water quality testing, compliance monitoring, and remediation activities, including replacement of internal plumbing and faucets and fixtures in schools and childcare facilities

A "necessary" investment in infrastructure must be:

(1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise,
(2) a cost-effective means for meeting that need, taking into account available alternatives, and
(3) for investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life.

Please note that DWSRF and CWSRF-eligible projects are generally presumed to be necessary investments. Additional eligible projects generally must be responsive to an identified need to achieve or maintain an adequate minimum level of service. Recipients are only required to assess cost-effectiveness of projects for the creation of new drinking water systems, dam and reservoir rehabilitation projects, or projects for the extension of drinking water service to meet population growth needs. Recipients should review the supplementary information to the final rule for more details on requirements applicable to each type of investment.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

Broadband Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in broadband infrastructure, which has been shown to be critical for work, education, healthcare, and civic participation during the public health emergency. The final rule broadens the set of eligible broadband infrastructure investments that recipients may undertake.

Recipients may pursue investments in broadband infrastructure meeting technical standards detailed below, as well as an expanded set of cybersecurity investments.

BROADBAND INFRASTRUCTURE INVESTMENTS

Recipients should adhere to the following requirements when designing a broadband infrastructure project:

1. **Identify an eligible area for investment.** Recipients are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection), but are broadly able to invest in projects designed to provide service to locations with an identified need for additional broadband investment. Recipients have broad flexibility to define need in their community. Examples of need could include:

   - ✓ Lack of access to a reliable high-speed broadband connection
   - ✓ Lack of affordable broadband
   - ✓ Lack of reliable service

   If recipients are considering deploying broadband to locations where there are existing and enforceable federal or state funding commitments for reliable service of at least 100/20 Mbps, recipients must ensure that SLFRF funds are designed to address an identified need for additional broadband investment that is not met by existing federal or state funding commitments. Recipients must also ensure that SLFRF funds will not be used for costs that will be reimbursed by the other federal or state funding streams.

2. **Design project to meet high-speed technical standards.** Recipients are required to design projects to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, eligible projects may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.

   Treasury encourages recipients to prioritize investments in fiber-optic infrastructure wherever feasible and to focus on projects that will achieve last-mile connections. Further, Treasury encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, nonprofits, and co-operatives.

3. **Require enrollment in a low-income subsidy program.** Recipients must require the service provider for a broadband project that provides service to households to either:

   - ✓ Participate in the FCC's Affordable Connectivity Program (ACP)
   - ✓ Provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP

   Treasury encourages broadband services to also include at least one low-cost option offered without data usage caps at speeds sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Recipients are also encouraged to consult with the community on affordability needs.

CYBERSECURITY INVESTMENTS

SLFRF may be used for modernization of cybersecurity for existing and new broadband infrastructure, regardless of their speed delivery standards. This includes modernization of hardware and software.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

Restrictions on Use

While recipients have considerable flexibility to use Coronavirus State and Local Fiscal Recovery Funds to address the diverse needs of their communities, some restrictions on use of funds apply.

OFFSET A REDUCTION IN NET TAX REVENUE

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation beginning on March 3, 2021, through the last day of the fiscal year in which the funds provided have been spent.** If a state or territory cuts taxes during this period, it must demonstrate how it paid for the tax cuts from sources other than SLFRF, such as by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be repaid to the Treasury.

DEPOSITS INTO PENSION FUNDS

- **No recipients except Tribal governments may use this funding to make a deposit to a pension fund.** Treasury defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions connected to an eligible use of funds (e.g., for public health and safety staff). Examples of extraordinary payments include ones that:
  - Reduce a liability incurred prior to the start of the COVID-19 public health emergency and occur outside the recipient's regular timing for making the payment
  - Occur at the regular time for pension contributions but is larger than a regular payment would have been

ADDITIONAL RESTRICTIONS AND REQUIREMENTS

Additional restrictions and requirements that apply across all eligible use categories include:

- **No debt service or replenishing financial reserves.** Since SLFRF funds are intended to be used prospectively, recipients may not use SLFRF funds for debt service or replenishing financial reserves (e.g., rainy day funds).

- **No satisfaction of settlements and judgments.** Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding is itself not an eligible use. However, if a settlement requires the recipient to provide services or incur other costs that are an eligible use of SLFRF funds, SLFRF may be used for those costs.

- **Additional general restrictions.** SLFRF funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that

undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of SLFRF program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).

Program Administration

The Coronavirus State and Local Fiscal Recovery Funds final rule details a number of administrative processes and requirements, including on distribution of funds, timeline for use of funds, transfer of funds, treatment of loans, use of funds to meet non-federal match or cost-share requirements, administrative expenses, reporting on use of funds, and remediation and recoupment of funds used for ineligible purposes. This section provides a summary for the most frequently asked questions.

TIMELINE FOR USE OF FUNDS

Under the SLFRF, funds must be used for costs incurred on or after March 3, 2021. Further, costs must be obligated by December 31, 2024, and expended by December 31, 2026.

TRANSFERS

Recipients may undertake projects on their own or through subrecipients, which carry out eligible uses on behalf of a recipient, including pooling funds with other recipients or blending and braiding SLFRF funds with other sources of funds. Localities may also transfer their funds to the state through section 603(c)(4), which will decrease the locality's award and increase the state award amounts.

LOANS

Recipients may generally use SLFRF funds to provide loans for uses that are otherwise eligible, although there are special rules about how recipients should track program income depending on the length of the loan. Recipients should consult the final rule if they seek to utilize these provisions.

NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

Funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the final rule for further details if they seek to utilize SLFRF funds as a match for these projects.

ADMINISTRATIVE EXPENSES

SLFRF funds may be used for direct and indirect administrative expenses involved in administering the program. For details on permissible direct and indirect administrative costs, recipients should refer to Treasury's Compliance and Reporting Guidance. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs.

REPORTING, COMPLIANCE & RECOUPMENT

Recipients are required to comply with Treasury's Compliance and Reporting Guidance, which includes submitting mandatory periodic reports to Treasury.

Funds used in violation of the final rule are subject to remediation and recoupment. As outlined in the final rule, Treasury may identify funds used in violation through reporting or other sources. Recipients will be provided with an initial written notice of recoupment with an opportunity to submit a request for reconsideration before Treasury provides a final notice of recoupment. If the recipient receives an initial notice of recoupment and does not submit a request for reconsideration, the initial notice will be deemed the final notice. Treasury may pursue other forms of remediation and monitoring in conjunction with, or as an alternative to, recoupment.

REVISIONS TO THE OVERVIEW OF THE FINAL RULE:

- January 18, 2022 (p. 4, p. 16): Clarification that the revenue loss standard allowance is "up to" $10 million under the Replacing Lost Public Sector Revenue eligible use category; addition of further information on the eligibility of general infrastructure, general economic development, and worker development projects under the Public Health and Negative Economic Impacts eligible use category.
- March 17, 2022 (p. 18): Specified that provision of child nutrition programs is available to respond to impacts of the pandemic on households and communities.

ACTION ITEM – N

DATE:	September 21, 2022
RE:	Mobile Concession Rate
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- Received a proposal regarding placing a coffee stand at the RV Park.
- Port currently does not have a rate for a mobile concession food truck and/or coffee stand.

DOCUMENTS

- Draft Port Rate Sheet, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
  Motion to approve adding the mobile concession rate of $250.00 a month to July 1, 2022 to June 30, 2023 rate sheet effective September 21, 2022.

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

Section 6. Commercial Retail

A. Warehouse - Shop			
per square foot	.....	$	0.58
B. Warehouse - Storage			
per square foot	.....	$	0.46
C. Commercial Docks			
per square foot	.....	$	0.72
D. Surfaced Concrete			
per square foot	.....	$	0.58
E. Surfaced Asphalt			
per square foot	.....	$	0.34
F. Retail Center			
per square foot	.....	$	1.23
G. Bare Ground			
per square foot	.....	$	0.10
H. Port Meeting Room Suite 202			
Flat daily rate from 8am to 8pm	.....	$	50.00
I. Mobile Concession - where full hook-up's exist			
per month	.....	$	250.00

ACTION ITEM – O

DATE:	September 21, 2022
RE:	Proposal for Coffee Stand in RV Park
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- Received a proposal Matt and Anna Powers, owners of Bell & Whistle Coffee Shop, regarding placing a coffee stand at the RV Park.

- Spoke with Harbor Sanitary, no additional SDC Fee's would be applied if stand is in a RV site.

DOCUMENTS

- Proposal Letter with pictures, 4 pages
- RV Park Revenue, 7 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
  Motion to approve proposal for mobile coffee concession stand to be placed in the Beachfront RV Park in a site with full hookups and bring back draft lease for approval at October's Regular Meeting.

Proposed Location:
SportHaven Beach RV Park

Proposed Amenities To Be Utilized:
Water Hookup, Electrical Hookup, Internet, Sewer Hookup(grey water only)

Trailer Specifications:
2021 Freeway EZ Haul 6' x 14'
50Amp power source (can hookup with 30amp adapter)
Water inlet
Grey Water outlet/Holding Tank

Interior: Fully inspected and certified by the Oregon Department of Health to be operational. Switch controlled lights, 3 bay sink, water filtration system, water holding tank, refrigerator, computer register, espresso machine, coffee brewer, coffee grinder, ice chest, all supplies to provide the same quality beverages to customers that we serve out of our coffee house.

Exterior: 2 operating windows on front, a counter at which to order and receive drinks, a blue retractable awning, barn doors on one end, man door on rear, switch controlled lights, holding tank for grey water, 2 large blue pots w/grass plants to disguise hitch and trash cans.

The objective is to park our coffee trailer year round, at the RV Park. Providing beverages and most likely snacks to guests & visitors on a daily basis. During construction we are fully amenable to be moved to whichever site is preferred by the Port Authority as the project progresses. We hope to enter into a lease agreement that will benefit both Bell & Whistle Coffee and the Port of Brookings-Harbor.

Thank You for your time and consideration in this matter.

We have attached relevant photos. Our Logo will be blue to match awning and pots, the existing logo is being removed.

Respectfully,
Matt and Anna Powers

226

227

228

Chetco River
Chetco River
50 amp
power
no sewer
30 amp with
sewer
Future proposed
area for mobile units
Restaurants
Hotels
Attractions
Museums
Transit
Pharmacies
ATMs
Boat Basin Rd
Google

ACTION ITEM – P

DATE:	September 21, 2022
RE:	Miss Stacey Update
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting 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 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.

DOCUMENTS

- Timeline, 2 pages
- Customer Notes, 12 pages
- Email from Electrician, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
  Motion to approve

Port of Brookings Harbor
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Brookings, Oregon 97415
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

Prior to the end of 2019, the vessel was owned and moored by Daisy and Earl Kunkle.

On 12/2/2019, the vessel owner's name on Port paperwork / Moorage Agreement was changed to Rick Schacht (son of Daisy and Earl Kunkle) by Dianna Wiles (former Port staff).

On 12/14/2021, the Port received an insurance cancellation, requested by Rick Schacht. Upon speaking with Rick, he informed office staff that the vessel had a lien on it from Daisy Kunkle's estate, that he could not get fishing permits for it in his name; and therefore, he chose to cancel the insurance since he could not operate or make money from fishing with the vessel.

On 12/15/2021 Port Manager Gary Dehlinger began speaking with daughter / bookkeeper Julie Tomlinson, and son / operator Rick Schacht about getting the vessel insured, documented, and up to date on it's paperwork as per the Moorage Agreement. Gary began reaching out to the Port's lawyer (Martha Rice at the time), and SBA (Small Business Administration), and Julie to get the lien released.

On 12/20/2021 Harbormaster Travis Webster boarded the vessel to find it in disarray and questioned its ability to operate, to move on its own accord, and its seaworthiness. Rick Schacht responded to Travis that he had not used the vessel in months, and that he was not certain of the last time the vessel's engine had been started, or the last time the vessel had been moved on the waters. Pictures of the current conditions of the vessel were taken by Travis and submitted to SBA per their request.

On 1/11/2022, the Port received a Release of Lien request notice from SBA on the vessel.

On 1/13/2022, the Port terminated the Moorage due to failure to keep active insurance on the vessel, failure to renew the Moorage Agreement and failure to pay their Moorage Renewal fees.

On 1/14/2022, the Port's lawyer (Jess Webster with Miller Nash) obtained a Notice of Claim of Maritime Lien filed with the National Vessel Documentation Center.

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. (SBA is releasing the lien attached to the vessel. Rick/Julie will then have the capability to gain documentation).
- Have a current conditions survey completed.
- Obtain valid insurance.
- Sign Moorage Agreement
- Payment of the Moorage fees

On 1/24/2022, the Port received a Certificate of Liability Insurance for the vessel, with policy dates effective 12/13/2021-12/13/2022.

On 2/8/2022, The National Disaster Loan Resolution Center advised the SBA has approved the release of lien for the vessel Miss Stacey.

On 2/8/2022, Julie Tomlinson sent an email to the Port stating that Rick had contacted a surveyor and has an appointment to get the Miss Stacey surveyed on 2/25/2022.

On 3/4/2022, Julie Tomlinson sent another email to the Port stating that Rick had to cancel the survey appointment on 2/25/2022 due to being in Covid-19 quarantine. She said that Rick would reschedule that survey appointment.

On 6/15/2022, the Board of Commissioners approved Commercial Moorage for the current year (dates: 1/1/2022 through 12/31/2022). April Sachanowski sent a renewal of Moorage notice, requesting a signed Moorage Agreement, a 2022 Commercial fishing license, and payment in full for the Moorage fees.

- The Board requested a marine survey of the vessel be completed before they make a decision about the 2023 moorage.
- It was also noted in the Moorage renewal letter, dated 6/21/2022, that renewal options for 2023 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.

Notes for Customer:Job Schacht, Rick

Contact: EARL KUNKEL
Phone: 541-661-3666 (Rick)

Alt Phone: 541-469-5081

12/2/2019 2:08:14 PM: Daisy's son Rick came in today. He will be taking over the Miss Stacey. Julie Tomlison, Daisy's daughter, will be the book keeper and alternate contact. We filled out a customer change form, I gave him a new moorage agreement and moorage checklist to fill out and the invoice for the new moorage beginning in January. He also filled out a storage agreement and I a gave that to Danielle. Di

Notes for Customer:Job Schacht, Rick

Contact: EARL KUNKEL
Phone: 541-661-3666 (Rick)

Alt Phone: 541-469-5081

12/14/2021 9:45:06 AM: I received a Cancellation of Insurance for the Estate of Daisy Kunkel and Rick Schacht, from Gerald Ross Agency.
Effective Date of Cacellation: 12/13/2021
Reason for Cancellation: Insured's request

I called Rick this morning, to find out why the insurance was cancelled.

Rick told me that he does not own the boat. I asked him who the Port could contact about this, since he is not the owner? He replied "SBA". I asked if he had any contact information for SBA, he said not today but he would try to get a phone number tomorrow for the Port.

He then went on to say that the boat belonged to his mother, and it now has a lien on it from SBA (Small Business Administration).

He said that SBA will not release anything to him, so he cannot use the boat, and that he hasn't used the boat in months.

He said he cannot even Document the boat (last Documentation we have on file expired on June 30, 2021).

He said that since he cannot move or use the boat, that he hasn't fished or crabbed off the boat in months.

He then said that since he is now the owner, and can't use the boat, he is not going to insure the boat.

I explained to him that all boats moored here at the Port must have active insurance at all times. He replied, stating again, that since he can't use the boat, he is not going to insure the boat.

He then stated that he is on his way to the boat to remove all of his personal items, fishing gear, etc., that he has on the boat.

The current moorage agreement for the slip expires 12/31/21.
The documentation we have on file expired 6/30/21.
The insurance was cancelled effective 12/13/21.

I have informed the harbormaster and port mananger of the current situation. AS

Notes for Customer:Job Schacht, Rick

Contact: EARL KUNKEL
Phone: 541-661-3666 (Rick)

Alt Phone: 541-469-5081

12/15/2021 9:56:19 AM: I spoke with Julie (Rick's sister) who is listed as an additional contact / bookkeeper for the "Miss Stacey" moorage.

She said she has been trying to work with SBA since before Daisy passed away, but has been unsuccessful. She said the Estate is now closed and they have tried to get the lien released or the lien transfered to her or Rick so that they can Document the boat and insure the boat but they have not been successful with that either.

Julie said she has "tons" of emails back and forth with SBA that she would be willing to print or forward to the Port if we need copies of those. She has also sent SBA copies the Estate information, the Probate information, death certificates for Daisy and Earl Kunkel.

Julie said that she is available at any time to discuss with the Port any thing she knows, or has access to, regarding the Estate or the SBA lien.

She provided the following information for contacting the SBA:

email: lien.tran@SBA.gov

phone: (714) 564 - 2823
fax: (202) 481 - 6372

address:
National Disaster Loan Resolution Center
200 West Santa Ana Boulevard, Suite 740
Santa Ana, California 92701

Julie can be reached any time on her cell or home phone.
cell: (541) 661 - 1527
home: (541) 469 - 5081

She said she has been the primary contact for SBA.
Rick fishes and operates the boat. Julie is the bookkepper. AS

Notes for Customer:Job Schacht, Rick

Contact: EARL KUNKEL
Phone: 541-661-3666 (Rick)

Alt Phone: 541-469-5081

12/17/2021 4:48:28 PM: I have drafted a Termination of Moorage Letter, and a Termination of Gear Storage letter, to Rick and have also CC'd the National Disaster Loan Resolution Center, lien.tran@SBA.gov, on both of those letters.

Moorage has been terminated due to failure to insure the vessel, Rick has 30 days to remove vessel and gear from Port Property. AS

Per letter sent on DEC 20, 2021...Customer has until December 27, 2021 to submit copy of current and valid insurance policy. kb

Notes for Customer:Job Schacht, Rick

Contact: EARL KUNKEL
Phone: 541-661-3666 (Rick)

Alt Phone: 541-469-5081

1/13/2022 1:18:57 PM: A termination of moorage letter was sent by certified mail, and was also emailed to Rick Schacht, giving them 24-hours to remove the boat from the port since they have failed to renew their moorage, pay their moorage renewal, and have failed to keep inforce an insurance policy on the vessel (insurance was cancelled by Rick on 12/13/21). AS

Notes for Customer:Job Schacht, Rick

Contact: EARL KUNKEL
Phone: 541-661-3666 (Rick)

Alt Phone: 541-469-5081

1/21/2022 9:39:11 AM: Received confirmation of delivery - termination of moorage letter. Delivered to an individual at 98041 Hallway Rd SPC 15, Brookings, OR 97415 at 2:39pm January 20, 2022.kb

Notes for Customer:Job Schacht, Rick

Contact: EARL KUNKEL
Phone: 541-661-3666 (Rick)

Alt Phone: 541-469-5081

1/21/2022 9:41:17 AM: On January 14, 2022 a Notice of Claim of Lien in the amount of $100,000 for F/V Miss Stacey ON504307 & all its appurtenances including Dungeness crab permit#96179 was sent to the following:

Rick Schacht
98041 Hall Way Rd, SPC #15
Brookings, OR 97415

National Disaster Loan Rosolution Center
c/o Lien Tran
200 W. Santa Ana Blvd., Ste 740
Santa Ana, CA 92701

Englund Marine & Industrial supply CO Inc
85 Hamburg Ave
Astoria, OR 97103

Oregon Department of Fish & Wildlife
License Services
4034 Fairview Industrial Dr SE
Salem, OR 97302

This notice was issued by Miller Nash. See file under Marina, Seizures&Liens, Abandoned Vessels for further reference.kb

Notes for Customer:Job Schacht, Rick

Contact: EARL KUNKEL
Phone: 541-661-3666 (Rick)

Alt Phone: 541-469-5081

1/21/2022 10:05:20 AM: Gary and Travis met with Rick and Julie Tomlinson. Julie called last Friday requesting moorage for the Miss Stacey. Gary and Travis are setting the below requirements:

•Documentation on the vessel, SBA is releasing the lien attached to the vessel. Rick/Julie will then have the capability to gain documentation.
•Have a current conditions survey completed.
•Obtain valid insurance.
•Sign Moorage Agreement
•Pay

Lien will remain on the vessel, crab pots, and crab permit until this issue is resolved.kb

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Customer Notes

8/31/2022 9:10 AM

Notes for Customer:Job Schacht, Rick

Contact: EARL KUNKEL
Phone: 541-661-3666 (Rick)

Alt Phone: 541-469-5081

2/9/2022 7:57:08 AM: Received email notification yesterday, February 8, 2022 from Lien Tran from National Disaster Loan Resolution Center advising the SBA has approved the release of lien for the vessel Miss Stacey. See attachment for further reference.kb

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Customer Notes

8/31/2022 9:10 AM

Notes for Customer:Job Schacht, Rick

Contact: EARL KUNKEL

Phone: 541-661-3666 (Rick)

Alt Phone: 541-469-5081

2/23/2022 3:03:23 PM: Received "Return to Sender" Unclaimed and Unable to Forward notification of 'canceled vessel insurance policy' dated and orginally sent on December 20, 2021 via USPS certified first class mail.kb

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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

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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COPY

Notes for Customer:Job Schacht, Rick

Contact: EARL KUNKEL
Phone: 541-661-3666 (Rick)

Alt Phone: 541-469-5081

8/31/2022 9:27:26 AM: Travis asked me today to pull Miss Stacey's file so that we could go over the timeline for moorage, survey requirements, etc.

On Wednesday, June 15th, 2022 the Board of Commissioners approved Commercial Moorage for the current year (January 1st, 2022, through December 31st, 2022), for the fishing vessel "Miss Stacey".

It was noted at the board meeting, in the moorage file, and in the 2022-renewal letter, that the renewal options for 2023 moorage will be determined at the end of this year, depending on the conditions of the vessel.

The Board requested a marine survey of the vessel be completed before they make a decision about the 2023 moorage.

Travis called Rick today to see how the marine survey plans are going. He explained to Rick that he needs to go to the board with an update on the progress of the boat. 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. AW

Gmail

Travis Webster <travis@portofbrookingsharbor.com>

Q dock shore power

Gary Burton <gcbautomation@gmail.com> Wed, Aug 31, 2022 at 5:50 PM
To: travis@portofbrookingsharbor.com

As requested I tested boats on this dock for AC leakage (onboard wiring issues) into the harbor. I found the Halda, Seajay and Miss Stacey to be leaking around 5 amps into the water. The Miss Stacey also shows DC leakage which means it likely has no usable zinc still working on the boat. Depending on what is in use on the boats, and if the shore power cord is actually in use aboard the boat, these numbers can change- but clearly there are issues on those boats. Bernie has already instructed me to get him an isolation transformer, so that boat (Seajay) will be good to go soon.
For reference, the NEC and ABYC say that anything over 30ma is not acceptable. That is 0.3 amps...
An isolation transformer is $843 and install would be by the hours, usually about 3 hours at $120/hour
If you need me to test any other boats in the marina, I will be happy to do it.

--
Thank you,
Gary Burton

ABYC Electrical certified
ABYC Marine corrosion certified
WWW.GCBMarineservice.com
541-2512845

2h5

ACTION ITEM – Q

DATE:	September 21, 2022
RE:	Portside RV Park Lease Termination Agreement
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- The restaurant, Cazadores, has been sold. The restaurant uses a portion of Port Property for parking.

- If termination is approved Port will contact new owners with a draft lease if they wish to continue.

DOCUMENTS

- Lease Termination Agreement, 16 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
  Motion to approve the lease termination between the Port of Brookings Harbor and Portside RV Park effective September 30, 2022.

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this "Termination Agreement"), dated as of the 21st day of September, 2022, is entered into by and between the Port of Brookings Harbor ("Landlord"), and Portside R.V. Park, Inc., an Oregon corporation ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Commercial Lease dated March 28, 2003 (together with all amendments, modifications, and supplements thereto, the "Lease"), which is attached as Exhibit A to this Termination Agreement, with respect to approximately 4,000 square feet of space located at 16219 Lower Harbor Road, Harbor, Oregon 97415 (the "Premises").

B. Landlord and Tenant desire to terminate the Lease on the terms set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings attributed to them in the Lease.

2. **Termination of the Lease.** The Lease is hereby terminated and any unexpired portion of the Lease's term, arising from holdover by the Tenant or otherwise, is cancelled, effective as of September 30, 2022 (the "Termination Date"). Tenant waives its right under Section 18.2 of the Lease to receive 10 days prior written notice of the Landlord's election to terminate the Lease and agrees to surrender the Premises by the Termination Date.

3. **Termination Payment.** No payments are owed to either party in connection with termination of the Lease. Any deposits or other funds maintained by the Landlord in connection with the Lease will become property of Landlord as of the Termination Date.

4. **Fulfillment of Obligations through Termination Date.** Tenant shall be responsible for the payment of rent and all other amounts due under the Lease through the Termination Date.

5. **Mutual Release.** Landlord and Tenant agree that Tenant's indemnity responsibilities and obligations under the Lease relating to matters that occurred prior to the Termination Date shall survive the Termination Date. But Landlord and Tenant hereby release and forever discharge each other from any and all claims, liabilities and obligations arising under and pursuant to the terms of the Lease with respect to events solely occurring after the Termination Date.

6. **Condition and Surrender of the Premises.** Tenant agrees to surrender possession of the Premises to Landlord in the condition required by the terms of the Lease on or before the Termination Date. Tenant acknowledges and agrees that, if Tenant fails to surrender possession of the Premises in the condition required by the terms of the Lease on or before the Termination Date, then Tenant shall be liable, upon demand therefor by Landlord, for any and all costs incurred by Landlord to put the Premises in the condition required by the Lease, and Tenant shall also indemnify, defend, protect, and hold Landlord harmless from any loss, liability, or cost (including, without limitation, any special, indirect, or consequential damages, and reasonable

attorneys' fees) incurred by Landlord resulting from delay by Tenant in surrendering possession of the Premises to Landlord (including, without limitation, any claims made by the succeeding tenant founded on such delay).

7. **Access to the Premises.** Tenant agrees that Landlord may have access to the Premises upon the full execution and delivery of this Termination Agreement to ready the Premises for a future tenant and to make repairs, modifications and improvements thereto. Landlord and Tenant shall reasonably cooperate with one another so that Landlord may complete its repairs, modifications and improvements to the Premises, and Tenant may complete its removal and repair obligations, in a timely, cost effective and efficient manner.

8. **No Other Agreements.** The Lease and this Termination Agreement and any agreement or instruments delivered in connection herewith contain the entire agreement between the parties hereto and supersede all prior agreements and undertakings between the parties hereto relating to the subject matter hereof.

9. **Governing Law.** This Termination Agreement shall be construed and governed in accordance with the laws of the State of Oregon.

10. **Counterparts.** This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Termination Agreement as of the day and year first written above.

LANDLORD:	**TENANT:**
PORT OF BROOKINGS HARBOR	PORTSIDE R.V. PARK, INC.
By: _____	By: _____
Name: Richard Heap	Name: Kenneth L. Byrtus
Title: President, Board of Commissioners	Title: President

EXHIBIT A

ORIGINAL COMMERCIAL LEASE AGREEMENT

COMMERCIAL LEASE

DATED: March 28, 2003

BETWEEN: Port of Brookings Harbor,
A Municipal Corporation
of the state of Oregon
P. O. Box 848
Brookings, OR 97415 **LANDLORD**

AND: Portside RV Park
Kenneth L. Byrtus, President
P. O. Box 2187
Harbor, OR 97415 **TENANT**

Landlord leases to Tenant the following described property on the terms and conditions stated below:

See Exhibit A, attached hereto.

SECTION 1. OCCUPANCY

1.1 Original Term. The term of this lease shall commence April 1, 2003 and continue through March 31, 2008.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on April 1, 2003.

1.3 Renewal Option. If the lease is not then in default, Tenant shall have the option to renew this lease for one successive term of five years.

SECTION 2. RENT

2.1 Basic Rent. Tenant shall pay to Landlord as rent the sum of $150.00 per month. Rent shall be payable on the first day of each month in advance at such place as may be designated by Landlord except that rent for the first and last months has been paid upon the execution of this lease, and Landlord acknowledges receipt of this sum.

2.2 Additional Rent. All taxes and insurance costs which Tenant is required to pay by this lease, and any other sum which Tenant is required to pay to Landlord or third parties shall be additional rent.

2.3 Escalation.

(a) Rent shall increase by two percent (2%) over each preceding year, on the annual anniversary of this lease, the first increase shall occur on March 1, 2004 and annually thereafter.

SECTION 3:

Landlord is not by virtue of this section a partner or joint venturer with Tenant in connection with the business carried on under this lease, and shall have no obligation with respect to Tenant's debts or other liabilities, and no interest in Tenant's profits.

SECTION 4. USE OF THE PREMISES

4.1 Permitted Use. The premises shall be used for parking by patrons of the Portside Suites and Torero's Mexican Restaurant, and for no other purpose. Any unpermitted use shall constitute a material default in this lease.

4.2 Restrictions on Use. In connection with use of the premises Tenant shall;

(a) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, including but not limited to those of the Port and its ARC, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use.

(b) Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(c) Refrain from any use which would be reasonably offensive to other tenants or owners or users of neighboring premises or which would tend to create a nuisance or damage the reputation of the premises.

(d) Tenant may place a commercial sign not to exceed two feet by three feet, at any entrance to the parking lot, which signs may indicate only that the parking lot is for the use of the patrons of the Best Western Beachfront Inn and Convention Center.

Tenant shall preserve and not inhibit or limit public access to any beach, harbor, jetty, Chetco River, or Port owned or managed facilities, in any way. Should Boat Basin Road and/or Lower Harbor Road require expansion or realignment, then Tenant Agrees to vacate, without a change in rent or other conditions of this lease, that portion of the leased premises reasonably required for such alterations. Such action as described herein shall not be deemed a condemnation.

SECTION 5.

Tenant will install blacktop and any other improvements for the entire project site. Appropriate landscaping will be installed with the approval of the Port architectural committee. Plans for the parking facility, and all amendments thereto, must be approved by a licensed architect or engineer at Tenant's expense, and by Landlord's board of commissioners or their designees. Plans must conform to Landlord's architectural review committee, except for any rules which Landlord may waive. Construction of the facility shall be in accordance with all applicable laws of whatever nature, and in accordance with all applicable codes. All developmental fees, real property assessments or special assessments imposed against the property shall be paid promptly by Tenant.

Tenant shall pay all architects, engineers, landscapers, materialmen, contractors, and subcontractors in connection with the work done in connection with the property. Tenant shall permit no liens to be placed against the property. Tenant shall purchase a performance bond in an amount to be approved by Landlord to insure completion of the facility.

SECTION 6. REPAIRS AND MAINTENANCE

6.1 Tenant's Obligations. Tenant shall keep the leased premises in good repair and condition at all times.

SECTION 7. EXISTING ENCUMBRANCES AND USES

7.1. Easements. Tenant acknowledges there are preexisting easements to which the leased premises are subject. Tenant assumes responsibility for ascertaining the existence of, and the location of such easements. Such easements may include, but are not limited to, easements for culverts, basin water intrusion, and utilities. Tenant agrees that Landlord shall have no responsibility for the maintenance of the easements or installations in connection therewith. Tenant agrees that there shall be no abatement of rent nor any claim against Landlord for inconvenience or disturbance resulting from the activities of Landlord or third parties in maintaining the easements.

7.2 Landlord's Interference with Tenant. Any repairs, replacements, alterations, or other work performed on or around the lease premises by Landlord shall be done in such a way as to interfere as little as reasonably possible with use of the premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from

Landlord's activities performed in conformance with the requirement of this provision, or with repairs conducted by easement holders on the premises.

7.3 Reimbursement for Repairs Assumed. If Tenant fails or

refuses to make repairs which are required by section 6, landlord may make the repairs and charge actual costs of repairs to tenant. Such expenditures by Landlord shall be reimbursed by Tenant on demand together with interest at the rate of 12 percent per annum from the date of expenditure by Landlord.

7.4 Inspection of Premises. Landlord shall have the right to inspect the premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant notice in writing of the repairs that are required.

SECTION 8. ALTERATIONS

8.1 Alterations Prohibited. Except as specified herein, Tenant shall make no improvements or alterations on the leased premises of any kind without first obtaining Landlord's written consent.

8.2 Ownership of Alterations. All improvements and alterations performed on the leased premises by either Landlord or Tenant shall be the property of this lease upon termination unless the applicable Landlord's consent or work sheet specifically provides otherwise.

SECTION 9. INSURANCE

9.1 Insurance Required. Tenant shall keep the leased premises insured at Tenant's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the premises against such risks.

9.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss neither party's insurance company shall have a subrogated claim against the other.

SECTION 10 TAXES

10.1 Property Taxes. Tenant shall pay as due all taxes on its personal property located on the leased premises. Tenant shall pay as due all general real property taxes and special assessments levied against the leased premises.

10.2 Special Assessment. If an assessment for a public improvement is made against the leased premises, Landlord may elect to cause such assessment to be paid in installments in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of paragraph 7.1.

10.3 Contest of Taxes. Tenant shall be permitted to contest the amount of any tax or assessment so long as such contest is conducted in a manner which does not cause any risk that Landlord's interest in the leased premises will be foreclosed for nonpayment.

10.4 Proration of Taxes. Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based upon the portion of the tax year that this lease is in effect.

SECTION 11. DAMAGE AND DESTRUCTION

11.1 Partial Damage. If the leased premises are damaged or destroyed, the property shall be repaired by Tenant at Tenant's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Tenant.

SECTION 12. EMINENT DOMAIN

12.1 Partial Taking. If a portion of the leased premises is condemned, the lease shall continue on the following terms:

(a) Landlord and Tenant shall be entitled to the proceeds of condemnation as their interest may appear.

(b) Tenant shall proceed as soon as reasonably possible to make such repairs and alterations to the premises as are necessary to restore the remaining premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

(c) After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Tenant to restore the balance of the property in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the leased premises as an economic unit on account of the partial taking. If the parties are unable to agree upon the amount of the reduction of rent, the amount shall be determined by arbitration in the manner as is provided in Section 18.

(d) If a portion of Landlord's property not included in the leased premises is taken and severance damages are awarded on account of the leased premises, or an award is made for detriment to the leased premises as a result of activity by a public body not involving a physical taking of any portion of the premises, this shall be regarded as a partial condemnation, and the rent shall be reduced to the extent of reduction in rental value of the premises as though a portion had been physically taken.

12.2 Total Taking. If a condemning authority takes all of the leased premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use which Tenant was then

making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination under paragraph 12 above. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

12.3 Sale in Lieu of Condemnation. Sale of all or part of the leased premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 10 as a condemnation.

SECTION 13. LIABILITY AND INDEMNITY

13.1 Liens.

(a) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 15 percent per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(b) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

13.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any activity of Tenant on the leased premises or any condition of the leased premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any loss or damage caused by third parties or by any condition of the premises.

13.3 Liability Insurance. Before going into possession of the premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: public liability and property damage insurance in a responsible company with limits of not less than $_____ for injury to one person, $_____for injury to two or more persons in

one occurrence, and $_____for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased premises shall protect Landlord against the claims of Tenant on account of the obligations assumed by Tenant under this contract, and shall protect Landlord and Tenant against claims of third persons. Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

SECTION 14, QUIET ENJOYMENT; MORTGAGE PRIORITY

14.1 Landlord's Warranty. Landlord warrants that it is the owner of the leased premises and has the right to lease them. Tenant is responsible for ascertaining the encumbrances and easements relating to the leased property. Subject to these exceptions, Landlord will defend Tenant's right to quiet enjoyment of the leased premises from the lawful claims of all persons during the lease term.

SECTION 15. ASSIGNMENT AND SUBLEASE

No part of the leased property may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. If Tenant is a corporation, this provision shall apply to any sale of a controlling interest in the stock of the corporation. No consent in one instance shall prevent the provision from applying to a subsequent instance. Landlord shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances. In determining whether to consent to assignment Landlord may consider the following factors: financial ability of assignee; business experience of assignee; general reputation in the community of assignee; prior relations between the assignee and landlord, and the consideration of the best interest of the public in the sole discretion of landlord.

SECTION 16. DEFAULT

The following shall be events of default:

16.1 Default in Rent. Failure of Tenant to pay any rent or other charge within 10 days after it is due.

16.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins

correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

16.3 Insolvency. Insolvency of Tenant: an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days. If Tenant consists of two or more individuals or business entities the events of default specified in this paragraph 14.3 shall apply to each individual unless within 10 days after an event of default occurs the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

SECTION 17. REMEDIES ON DEFAULT

17.1 Termination. In the event of a default the lease may be terminated at the option of Landlord by notice in writing to Tenant. If the lease is not terminated by election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default. If the lease is terminated, Tenant's liability to Landlord for damages shall survive such termination, and Landlord may reenter, take possession of the 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.

17.2 Reletting. Following reentry or abandonment, Landlord may relet the premises and in that connection may make any suitable alterations or refurbish the premises, or both, or change the character or use of the premises, but Landlord shall not be required to relet for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the premises, or to any tenant which Landlord may reasonably consider objectionable. Landlord may relet all or part of the premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

17.3 Damages. In the event of termination on default Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the least term, the following amount as damages:

(a) The loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of

reasonable efforts could have been, secured.

(b) The reasonable costs of reentry and reletting including without limitation the cost of any clean up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the premises upon termination and to leave them in the required condition, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs.

(c) Any excess of the value of the rent and all of Tenant's other obligations under this lease over the reasonable expected return from the premises for the period commencing on the earlier of the date of trial or the date the premises are relet and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

17.4 Right to Sue More Than Once. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

17.5 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

SECTION 18. SURRENDER AT EXPIRATION

18.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default., Tenant shall deliver possession to Landlord and surrender the leased premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which Tenant is responsible shall be corrected to the latest practical date prior to such surrender, unless the Landlord requests otherwise.

18.2 Holdover.

(a) If Tenant does not vacate the leased premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures which Tenant is required to remove under this lease shall constitute a failure to vacate to which this paragraph shall apply if the property not removed will substantially interfere with occupancy of the premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(b) If a month-to-month tenancy results from a holdover by Tenant, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days prior to the termination date which shall be specified in the notice. Tenant waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

SECTION 19. MISCELLANEOUS

19.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

19.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.

19.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

19.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

19.5 Landlord's Right to Cure Defaults. If Tenant fails to perform any obligation under this lease, Landlord shall have the option to do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of 12 percent annum from the date of expenditure by Landlord.

19.6 Construction. Both Landlord and Tenant have had opportunity for this lease to be reviewed by legal counsel. By agreement of the parties, therefore, the rule of construction of ambiguities against the draftor shall not be applicable to this lease.

19.7 Entry For Inspection. Landlord shall have the right to enter upon the premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the premises, or to show the premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the premises notices for leasing or selling of the premises.

19.8 Interest On Rent And Other Charges. Any rent or other payment required of Tenant by this lease shall, if not paid within

10 days after it is due, bear interest at the maximum legal rate from the due date until paid.

19.9 Proration Of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental period, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

19.10 Clause Paramount. For all claims, demands, suits, actions and proceedings against the Port, of every kind and nature, including without limitation, those sounding in contract or tort or for the breach of warranty, the laws of the State of Oregon shall be, without exception or limitation, binding and controlling law, and damages shall not exceed the amounts set forth in the Oregon Tort Claims Act. Any and all suits, actions and proceedings, of every kind and nature whatsoever, against the Port shall be filed and maintained exclusively in the Circuit Court of the State of Oregon for the County of Curry.

LANDLORD: Port of Brookings Harbor

By: _____
President

By: _____
Commissioner

TENANT: Portside RV Park

By: _____
KENNETH L. BYRTUS, President

Parking Lease
Westerly of Byrtus Parcel

EXHIBIT A

A parcel of land lying in the Northeast Quarter of Section 8, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, more particilarly described as follows:

COMMENCING at a 2-1/2" brass cap in asphalt set at the Northwest corner of D.L.C. 40;

thence North 02°05'31" West 1928.39 feet to the TRUE POINT OF BEGINNING;

thence North 16°`46'23" West 100.00 feet;
thence North 73°13'37" East 40.00 feet;
thence South 16°46'23" East 100.00 feet;
thence South 73°13'37" West 40.00 feet to the POINT OF BEGINNING.

Bearings are based on the North line of said D.L.C. 40 as being North 89°47'00" West as monumented and marked by Marquess and Associates per County Survey No. 41-1268.

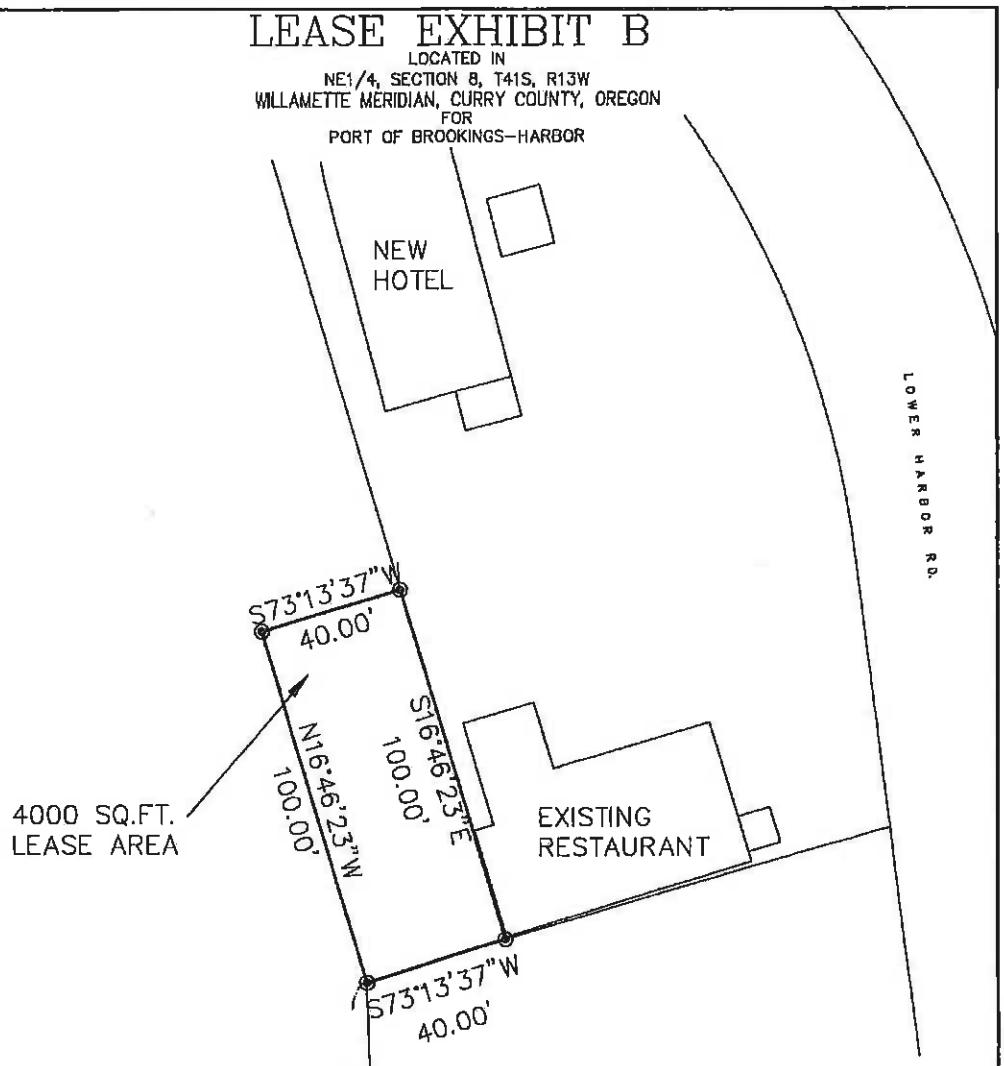
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 25, 1995
RICHARD P. ROBERTS
2730

Exp. Date 12/31/04

LEASE EXHIBIT B

LOCATED IN
NE1/4, SECTION 8, T41S, R13W
WILLAMETTE MERIDIAN, CURRY COUNTY, OREGON
FOR
PORT OF BROOKINGS–HARBOR



LEGEND

△ FOUND MONUMENT PER CS 41–1268

—◎— CALCULATED LEASE CORNER, NO MONUMENT

( ) RECORD DATA PER CS 41–1268

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 25, 1995
RICHARD P. ROBERTS
2730

EXPIRES 12/31/04

Stuntzner Engineering & Forestry, LLC

ENGINEERING * LAND SURVEYING * FORESTRY * PLANNING * WATER RIGHTS

97829 Shopping Center Avenue
Post Office Box 2748
Brookings, Oregon 97415

Phone: (541) 469-5329
Fax: (541) 469-0768

parking2.dwg

ACTION ITEM – R

DATE:	September 21, 2022
RE:	Permission to Display Bible Education Cart
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- August 17, 2022, Regular Meeting Board tabled item until legal counsel could provide guidance and advice.

DOCUMENTS

- None

COMMISSIONERS ACTION

- **Recommended Motion:**

INFORMATION ITEM – A

DATE:	September 21, 2022
RE:	SDAO Safety & Security Grant
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- Every year SDAO offers a Safety & Security Grant with matching up to 50% of your project, up to a maximum of $5,000.
- Grant has been submitted for one 4-way security camera with installation.

DOCUMENTS

- SDAO Safety & Security Grant Application, 3 pages
- Oregon Alarm Estimate, 1 page

2022-23

Safety & Security Grant

SDIS
SPECIAL DISTRICTS INSURANCE SERVICES

Application Deadline: Noon on Wednesday, November 16, 2022

Applications are now being accepted for the 2022-2023 SDIS Safety & Security Grant Program! SDIS members are eligible to apply for a matching grant to help fund expenses related to projects that mitigate exposures to security threats.

The SDIS Safety & Security Grant Program assists members with funding of safety and security projects that lead to reduced exposure in high-level claims categories. It is our goal to eliminate or lower risk to the SDIS insurance program by supporting members' proactive approaches to preventing loss.

What is the focus of this year's program?

Due to the success of last year's program focusing on security-related exposures, we will continue that same focus for this year. We received our highest number of requests in program history, and as a result, we quickly exhausted the available funding. In order to best serve our members and expand opportunity, the structure of the grant match has been slightly changed to allow us to fund a greater number of requests. The 2022-2023 matching grant program will focus on projects that mitigate exposure to security threats. Examples of eligible projects include, but are not limited to:

- Fencing
- Lighting
- Cameras
- Alarms
- Window Film
- Securing Valuables
- Cybersecurity Equipment

What does "matching grant" mean?

This is a 50/50 matching grant program, which means the cost of the project will be split equally between your district and SDIS, up to a maximum of $5,000.

What do you mean by "a maximum of $5,000"?

If your district is planning a $10,000 project, you can apply to receive a maximum of $5,000 from SDIS.

Who decides if our grant request is accepted or denied?

The SDIS Safety Grant Committee will review each application to determine which are eligible to receive funding. Matching grants will be awarded to applicants that meet the eligibility requirements by order of priority and on a first come, first served basis. After the first priority level has been funded, grants will be awarded to applicants in the second priority level.

The committee will use the following priority levels in determining grant recipients:

First Priority for Funding

Expenses incurred after July 1, 2022 related to safety and security projects designed to mitigate exposure to vandalism, burglary, and/or cyber-related claims.

Second Priority for Funding

New Safety and Security Projects

- Your district may apply for any new safety or security project you choose. Examples include, but are note limited to, video surveillance equipment, security systems, enhanced parking lot lighting, and safe shop equipment. Routine maintenance to existing facilities and normal business expenses **will not** be considered.

Other Priority Information for Funding

Grant applicants who have never received an SDIS Safety & Security Grant will be given priority over those who have received one in the past. We will then give priority to applicants who did not receive an SDIS Safety & Security Grant in the 2021/2022 fiscal year (July 1, 2021-June 30, 2022)

Other Important Information

The purpose of this program is to reduce risk exposures by assisting our members to complete safety and security related projects. Your district must have insurance coverage for the risk exposure you are trying to mitigate. For example, if you do not have workers' compensation coverage through SDIS, a project that improves work safety would not be eligible.

How Can We Apply?

Fill out and return the application for your district by mail to SDAO, PO Box 12613, Salem, Oregon 97309 or email to memberservices@sdao.com by **noon on Wednesday, November 16, 2022**. You can download a copy of the application on our website at **www.sdao.com/safety-security-grant-program.**

Applications received after noon on Wednesday, November 16, 2022 **will not be considered.**
For more information about this program, please contact Christian Boyd at **cboyd@sdao.com.**

S|D|I|S
SPECIAL DISTRICTS
INSURANCE SERVICES

Contact Information

PO Box 12613 | Salem, OR | 97309-0613
Toll-Free: 800-285-5461 ext. 102
Email: cboyd@sdao.com

2022-23

Safety & Security Grant

Please complete each field below, either on this form or on a separate sheet. Be sure to print clearly.

District Budget (check one): ☐ <$150K ☐ >$150K and <$350K ☑ >$350K

Name of SDAO Member District: Port of Brookings Harbor

Complete Mailing Address: P.O. Box 848 Brookings, Oregon 97415

Phone Number: (541) 469-2218

Fax: (541) 359-3999

Contact Person: Travis Webster

E-Mail: travis@portofbrookingsharbor.com

Brief description of proposed project*: To purchase and install 1 Hikvision 360 Degree IP Camera, 2 Ubiquiti Ehternet Access points, and One Hikvision 5 Port POE and Etherent Switch for our existing security system, see attached estimate number: 62515-13 from Oregon Alarm.

Total cost: Estimated $5,685.00

Breakdown of cost(s)*: Oregon Alarm $5,185.00 and Electrical $500.00

Impact on staff, volunteers, and/or community safety: Additional camera and materials will be utilized to cover more areas of the Port for added security to Port users and the community.

* NOTES:

- Routine maintenance to existing facilities and/or equipment and normal business expenses will not be considered.
- Labor costs for district employees are not eligible for in-kind matching.

Fill out and return the application for your district by mail to SDAO, PO Box 12613, Salem, Oregon 97309 or email to **memberservices@sdao.com** by **noon on Wednesday, November 16, 2022.** You can download a copy of the application on our website at **www.sdao.com/safety-security-grant-program.** Questions? Contact Christian Boyd at 800-285-5461, extension 102.

OregonAlarm
Simple Security Solutions

ESTIMATE

Project Title: Fuel Dock Cam Add-On
P.O. Number: N/A
Estimate Number: 62515-13
Terms: COD
Date: 8/13/22

Port of Brookings Harbor
Travis Webster
16330 Lower Harbor Rd.
Brookings, OR 97415
541-469-2218 (Office)
541-291-7380 (Travis Cell)
travis@portofbrookingsharbor.com
portmanager@portofbrookingsharbor.com

Description	Quantity	Unit Price	Total
Hikvision ***Commercial*** Multi Sensor PanoVu 20MP 360 Degree IP Camera (4 VF Lenses)	1	$2,280.00	$2,280.00
Ubiquiti 5GHZ AC Ethernet Access point	2	$390.00	$780.00
Hikvision 5 Port POE+ Ethernet Switch	1	$195.00	$195.00
Installation Labor, Set Up, Programming, Etc.	6	$240.00	$1,440.00
Trip Charge (Port to Port)	1	$490.00	$490.00

Invoice Total $5,185.00

Thank You for Choosing Oregon Alarm!

268

1049 S. Broadway
Coos Bay, OR 97420
541-267-2175

CCB #90864
#6-63CLE

268

INFORMATION ITEM – B

DATE:	September 21, 2022
RE:	Events
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- Discussion about 2022 events and ways to improve for next year.

DOCUMENTS

- None

INFORMATION ITEM – C

DATE:	September 21, 2022
RE:	Wastewater Treatment Plant - Questions
TO:	Honorable Board President and Harbor District Board Members
ISSUED BY:	Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- This is to give the Board the opportunity to express any pending questions or concerns regarding the Wastewater Treatment Plant.

DOCUMENTS

- None