

**PORT OF BROOKINGS HARBOR**  
**Regular Commission Meeting**  
**Wednesday, April 20, 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**

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<b>1. CALL MEETING TO ORDER</b>	
• Pledge of Allegiance	
• Roll Call	
• Modifications, Additions, and Changes to the Agenda	
• Declaration of Potential Conflicts of Interest	
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<b>3. APPROVAL OF MEETING MINUTES</b>	
A. Approve Minutes of Regular Commissioner Meeting Wednesday March 16, 2022.....	3
B. Approve Minutes of Workshop Commissioner Meeting Tuesday March 24, 2022.....	7
<b>4. PUBLIC COMMENTS</b> – (Limited to a maximum of three minutes per person. Comments by teleconference, please email your comments to <a href="mailto:dainelle@portofbrookingsharbor.com">dainelle@portofbrookingsharbor.com</a> prior to the meeting.)	
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A request for an interpreter for the hearing impaired, for those who want to participate but do not have access to a telephone, or for other accommodations for persons with disabilities should be made at least 48 hours in advance of the meeting to Port of Brookings Harbor Office at 541-469-2218.

**PORT OF BROOKINGS HARBOR**  
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D. Fish Cleaning Building Repairs.....302  
E. Commissioner and Staff Relations.....309

**8. COMMISSIONER COMMENTS**

**9. NEXT REGULAR MEETING DATE** – Wednesday May 18, 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  
REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
PORT OF BROOKINGS HARBOR DISTRICT**

**Wednesday, March 16, 2022**

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

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

**1. CALL MEETING TO ORDER**

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

- All participants stated the Pledge of Allegiance.
- **Commissioners Present:**  
Joseph Speir, Vice-President (Pos. #1); Sharon Hartung Secretary/Treasurer (Pos. #2); Larry Jonas (Pos. #3); Richard Heap, President (Pos. #4); and Kenneth Range (Pos. #5).
- **Management and Staff:**  
Gary Dehlinger, Port Manager; Travis Webster, Harbormaster; and Danielle King, Safety/Administrative.
- Commissioner Hartung requested to add Information Item E, Wastewater Treatment Plant.
- There was no declaration of potential conflicts of interest.

**2. APPROVAL OF AGENDA – Audio time 2:30**

**A motion was made by Hartung and seconded by Jonas to approve the agenda as written with the addition of Information Item E, Wastewater Treatment Plant. The motion passed 5 – 0.**

**3. APPROVAL OF MEETING MINUTES – Audio time 3:07**

- A. Approve Minutes of Regular Commissioner Meeting Wednesday February 16, 2022.**
- B. Approve Minutes of Workshop Commissioner Meeting Tuesday, February 24, 2022.**

**A Motion was made by Jonas and seconded by Range to approve Meeting Minutes as written. The motion passed 5 – 0.**

**4. PUBLIC COMMENTS – Audio time 3:56**

There were nine public comments submitted. Mike Murphy, Dan Fraser, Gary Klein, Bill Manning, & Lloyd Whaley regarding agenda items. Dave Kuehn, Patrick Kennisoa, Burton Groves, and Terry Benard regarding non-agenda items. Murphy, Fraser, Klein, Manning, and Whaley all commented on increase of moorage rates and the disapproval of requesting a general marine survey on new vessels coming into the Port that are 30 years or older. Kuehn, Kennisoa, Groves, and Benard commented on their disapproval of removing the crab dock located on the North Jetty.

**5. MANAGEMENT REPORTS – Audio time 27:44**

**A. Safety & Security Report – February 2022 - Audio time 28:04**

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

**B. Financial Report – February 2022 - Audio time 30:33**

Dehlinger reported the end of the month financials for February 2022. Explained the administration costs in Marina and reviewed unusual expenses for the month. There was discussion among the staff and board regarding separating administration costs from marina costs.

**C. Harbormaster Report – February 2022 - Audio time 37:32**

Webster reported on what projects were completed in the RV Park, marina, how many equipment services were performed, and the next steps for the Hallmark Dock.

**D. Port Manager Report – February 2022 - Audio time 41:14**

Dehlinger reported on the port manager report. Reviewed meetings with Port Engineer, Jack Akin, regarding the warehouse, hallmark dock, boardwalk, and FEMA project.

**A motion was made by Speir and seconded by Hartung to approve the management reports Safety & Security Report, Financial Report, Harbormaster Report, and Port Manager Report for February 2022 as discussed. The motion passed 5 – 0.**

**6. ACTION ITEMS**

**A. Moorage License Agreement Revisions – Audio time 44:33**

Dehlinger noted that most of these changes have come from Port Counsel to strengthen our moorage license agreement to help reduce derelict boats coming into the harbor. Port staff has requested the marine survey to be for new boats coming into the harbor that are 30 years and older, not the existing boats already here. There was a question from the board, since these requirements are already in our Port Ordinance why it has to be on the agreement, when it sounds like we need to enforce what our Ordinance states. Dehlinger informed the board that Port Counsel suggests putting this information in the moorage agreement, not just the Port Ordinance, helps strengthen our moorage agreement. The board wondered why the staff has recommended no liveaboards. Dehlinger explained that if the board would like to proceed forward with liveaboards that Port Counsel will need to investigate residential laws. Before it was a privilege but now there are consequences and laws for residential tenants. There were public comments regarding the marine survey and at what length of moorage agreement will you start to require a survey. Webster stated that this would apply to new vessels coming into the Port and for any moorages that are semi-annual or longer. Board suggested to defer item to another meeting, to modify the language, add that the survey will be for semi-annual and annual moorages and get clarification from Port Counsel on liveaboards.

**A motion was made by Hartung and seconded by Speir to defer Action Item A, Moorage License Agreement Revision, to be brought back to the commission in a special meeting or regular meeting after staff has been able to correspond with the attorney. Commissioner Heap amended motion to include instructions to staff, write the provisions in for semi-annual and annual permits requiring an inspection on new boats and look at the liveaboard issue with the advice of the attorney. Commissioner Hartung agreed to the amended motion and second by Speir. The motion passed 5 – 0.**

**B. Budget Committee Selection – Audio time 1:18:58**

Commissioner Heap noted that the Board has received four names to fill three positions on the budget committee. Heap reviewed the selection process that the Board experienced to come to their Budget Committee selection.

**A motion was made by Hartung and seconded by Range to approve new Budget Committee Members to fill vacant position 6 Al Cornell, vacant position 7 Wayne King and vacant position 10 Brett Hester all for a three-year term. The motion passed 5 – 0.**

**C. Delinquent Account Write Off Request – Audio time 1:20:50**

Dehlinger noted this item was discussed in February 24, workshop meeting, and reviewed the history of the customer.

**A motion was made by Range and seconded by Jonas to approve delinquent account write-off of \$5,023.64 from accounts receivable and submit the amount to Port collection agency. The motion passed 5 – 0.**

**D. Boat & Trailer Storage Area(s) – Audio time 1:22:06**

Dehlinger reviewed that with the FEMA projects evolving, multiple meeting with the Board, and approval from the Board to move gear storage to the area behind the Port shop, this would create more industrial stormwater testing. Port staff is suggesting changing that back to daily storage for our users. Most of the gear storage we have will fit in the new proposed areas. Port staff is also recommending improving our storage area between Oregon Homes and the Motorcycle shop, this way we can add more capacity to that area. Commissioner Heap reviewed that we are not meeting our discharge stormwater requirements, and a way to fix that is paving and implementing these improvements. There was discussion among staff and the board regarding what would be the consequences would be if paving and improving that area did not happen, what the future plans for improvement are, and if the first set of improvements don't fix the stormwater testing issues what would happen next.

**A motion was made by Hartung and seconded by Speir to approve new gear storage areas as shown on the proposed drawing, approve grading and placement of gravel with delineation of stalls at the long-term boat and trailer storage area, and approve the daily boat and trailer storage area behind the Port Shop. The motion passed 5 – 0.**

**E. Port Rates July 31, 2022 to June 30, 2023 – Audio time 1:40:59**

Dehlinger reviewed that every year the board looks at the rates, and every year we raise the rates by the CPI increase, in past years it was 1.2% through 1.7%, but last year was 4.5%. Most of our leases get hit with the CPI increase at their annual renewal. Dehlinger reviewed each section where the increase is being requested. There was a discussion between the public and the board regarding selling fish off vessel permit and the \$165.00 fee.

**A motion was made by Range to approve proposed draft Port Rates starting July 1, 2022 through June 30, 2023, to include moorage option 1, 4.5% increase to all rates with the exception of the \$165.00 to be eliminated. There was discussion regarding eliminating the selling fish off vessel permit. Range modified motion to charge \$10.00 in leu of the \$165.00 they have been paying in the past. Seconded by Jonas. The motion passed 3 – 2. Yes: Jonas, Range, and Heap. No: Hartung and Speir**

**F. Commercial Fillet Station – Audio time 2:11:56**

Dehlinger reviewed that staff is recommending expanding our recreational fish cleaning station to include a commercial fish cleaning section. We would be taking the storage area and creating a special area for non-moorage charter boats to clean their fish, providing an amenity since we are now charging an annual fee.

**A motion was made by Jonas and seconded by Range to approve remodeling the existing fish station storage room to install a fillet table for commercial use. There was discussion regarding the use of the word commercial. Jonas redacted motion. A motion was made by Jonas and second by Range to approve remodeling the existing fish station storage room to install a fillet table for guide and charter use only. The motion passed 5 – 0.**

**G. Port Manager Employment Agreement Amendment No. 2 – Audio time 2:21:04**

Dehlinger reviewed that this amendment allows him to drive a Port vehicle instead of his personal vehicle. Heap highlighted that this eliminates the \$300 vehicle allowance.

**A motion was made by Jonas and seconded by Speir to approve draft Employment Agreement Amendment No. 2. The motion passed 5 – 0.**

**7. INFORMATION ITEMS**

**A. FEMA Project Update – Audio time 2:21:49**

Dehlinger commented that he thought there would be more of an update at this point but believes we will have a special meeting or workshop in a few weeks with all the designs and funding regarding the FEMA project.

**B. 2022 Salmon Season Update – Audio time 2:22:19**

Commissioner Heap reviewed the Pacific Fishery Management Council meeting regarding the three alternatives that are up for public review, there will be another public hearing on the 25<sup>th</sup> regarding the final decision.

**C. Vessel Miss Stacey Update – Audio time 2:31:28**

Dehlinger reviewed what was discussed at the last meeting. March 25 marine survey was canceled due to an illness and will be rescheduled. They are still having issues with SBA regarding releasing the ownership of the vessel.

**D. Stormwater Test Results – Audio time 2:32:26**

Dehlinger reviewed that the green building site was tested before any items are placed there, aluminum tested high and past the DEQ benchmark. Also tested the boat yard wash system, which failed copper and zinc. Dehlinger noted he has spoken with Jack Akin to see how to improve that area. First test of the year for the Stormwater Pollution Plan was completed, another failed area was by the Pacific Seafood for aluminum and boat yard for copper, everything else looks good.

**E. Wastewater Treatment Plant – Audio Time 2:36:37**

Commissioner Hartung expressed concern that in the December meeting she had asked some questions and does not believe her questions have been answered to her satisfaction. Believes there needs to be another discussion to nail down the estimated costs and required permitting from DEQ, the county, and other agencies. Requests that management invites the following agencies to come to one of these meeting to answer any questions or give us any of their concerns. Would like the City of Brookings Management and Brookings Sewer Plant Operations Representative, Harbor Water Manager and maybe a Board Member and Harbor Sanitary Manager and a Board Member to attend. Commissioner Range is recommending removing the module that is used in the processing of human waste and proceed only with fish waste product and agrees with Commissioner Hartung in meeting with other agencies. Commissioner Heap explained the importance of the wastewater treatment plant has to fish processing plants, like Pacific Seafood, and the commercial fleet. Webster clarified again that if this wastewater treatment plant does not go in, Pacific Seafood does not need two processing plants 90 miles from each other, and they will leave. Pacific Seafood holds a lot of jobs and give our commercial fleet a place to unload especially during shrimp season. If they leave, there goes half our commercial fleet that relies of them. DEQ is only okay right now because they know we have a plan to install this plant.

**8. COMMISSIONER COMMENTS**

Commissioners had no comments at the time.

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

**10. ADJOURNMENT – Audio time 2:51:21**

Having no further business, the meeting adjourned at 4:51 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](http://www.portofbrookingsharbor.com).*

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

**Thursday, March 24, 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 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 Special Meeting of the Port of Brookings Harbor of Commissioners to order at 2:00pm.

- **Commissioners Present:**  
Joseph Speir, Vice-President (Pos. #1) was tardy; Sharon Hartung Secretary/Treasurer (Pos. #2); Larry Jonas (Pos. #3); Richard Heap, President (Pos. #4); and Kenneth Range (Pos. #5).
- **Management and Staff:**  
Gary Dehlinger, Port Manager; Travis Webster, Harbormaster; Danielle King, Safety/Administrative; and Jack Akin, EMC, Port Engineer via telephone.
- There were no changes to the agenda.
- There were no declarations of potential conflicts of interest.

**2. APPROVAL OF AGENDA – Audio time 2:03**

**A motion was made by Range and seconded by Jonas to approve the agenda as written. The motion passed 4 – 0. (Commissioner Speir was absent)**

**3. PUBLIC COMMENTS – Audio time 2:14**

There was no public comment.

**4. ACTION ITEMS**

**A. Special District Insurance Services Employee Health Care Plan Renewal – Audio time 2:47**

Dehlinger noted this is a renewal for the Port employee's health plans, there is no increase in medical but there is an increase of dental rates at 4.5%. Commissioner Jonas asked about the premium for the employees, Dehlinger informed him that the Port pays 100%, if spouses or children are added the employee pays 100% for them.

**A motion was made by Jonas and seconded by Hartung to approve SDIS employee health care plan renewal and authorize the Port Manager to sign the renewal document. The motion passed 5 – 0.**

**B. Budget Committee Members – Audio time 5:14**

Dehlinger noted that there was a change after the Board had approved the new budget committee in the last meeting. Thomas Beene resigns from the budget committee; the Boards options are to use the fourth applicant or keep the position vacant. There was some concern from the Board that there might be a conflict of interest with the fourth applicant.

**A motion was made by Hartung and seconded by Speir to approve new Budget Committee Member to fill vacant Position 9 Sven Erick Ronde for a two-year term. The motion passed 4 – 1. Yes: Range, Hartung, Speir & Heap. No: Jonas.**

**C. FEMA Project Preliminary Drawings & Update – Audio time 10:58**

Dehlinger reviewed the conference call that was held yesterday with Jack Akin and FEMA. Akin has proposed splitting our project for upland work and in-water work period, FEMA seemed receptive to the idea. FEMA needs drawings and estimates so they can approve the budget going forward. Dehlinger wanted to the board to see the drawings before they went to FEMA, these drawings are preliminary and these are not for construction drawings, the board will see more detailed drawings prior to bidding.

**A motion was made by Hartung and seconded by Speir to approve submitting preliminary project drawings to FEMA for CRC approval. The motion passed 5 – 0.**

**5. INFORMATION ITEMS**

A. None

**6. COMMISSIONER COMMENTS – Audio time 28:55**

Commissioner Hartung is excited for the FEMA project. Commissioner Heap wanted to apologize to anyone who was at the South Coast Fisherman meeting last night.

**7. NEXT REGULAR MEETING DATE – Wednesday, April 20, 2022, at 2:00pm.**

Commissioner Heap noted there will be a special meeting Monday, April 4, 2022 at 10:00AM.

**8. ADJOURNMENT – Audio time 30:21**

Having no further business, the meeting adjourned at 2:30pm.

\_\_\_\_\_  
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](http://www.portofbrookingsharbor.com).*



# SAFETY, SECURITY, AND ENVIRONMENTAL MONTHLY REPORT

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**Date:** April 20, 2022  
**Period:** March 2022  
**To:** Gary Dehlinger, Port Manager  
**Issued By:** Danielle King, Safety, Security, & Environmental Coordinator

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## Safety

Port maintenance staff discussed workplace eye wellness and how to properly protect their eyes.

## Incidents

RV Park camp host was walking his dog before opening the RV Park gate and witnessed someone crashed their vehicle into the closed gate. The person picked up the vehicle parts from the ground that broke from the impact, stating that they needed a new grill but drove off before giving our camp host their information. The Port was able to bend the gate back to the proper position, and Port staff has not heard from the person who ran into the gate.

After multiple parking violations and trespassing onto a vessel, the person was trespassed from Port property for six months.

Two people were seen on our security cameras trespassing onto a vessel without the vessels owner's permission. Curry County Sheriffs were called to trespass the people for six months.

RV Park staff noticed that the golf cart toolbox was stolen. RV Park staff found the toolbox empty in the dumpster. Stolen was a tire pressure gauge, two screwdrivers, a flashlight and an adjustable wrench.

An individual was making a mess on the sidewalk in the commercial basin parking lot. Port staff asked the person to pick up their belongings from the walkway, the person then charged toward Port staff. Employee was able to push them away, but the person ran at the employee again, this time headbutting them in the process. The individual then walked away avoiding staff. He locked himself in a commercial vessel that he used to be a deckhand for. Curry County Sheriffs and State Troopers showed up, apprehended the individual, trespassed, and removed him from Port property.

An RV Park guest reported that their bike was stolen, RV staff recommended that they make a report with the Sheriff's Department. Port staff checked security footage but could not see anything.

RV Park staff came across someone who locked themselves in a bathroom stall for a long period of time, when they finally left there was graffiti on the back of the stall door. RV Park staff and Port Maintenance have found multiple obscene marked rocks all around the beach and RV Park.

Port staff came across hypodermic needle in the commercial basin restroom, men's side. Needle was properly handled and disposed into the Ports hazardous waste container.

## Security

Four Axes Security Solutions and POBH recorded (100) security issues. Issues included:

- (64) Overnight parking tickets.
- (9) Vehicles missing or unable to read boat launch ticket.

- (1) Parking violations throughout the port.
- (10) No camping warnings.
- (2) Parking violations for vehicles parked in the boat launch parking lot trailer stall.
- (3) Unhitched trailer.
- (4) Maintenance report.
- (7) Unauthorized visitors on Port Property after hours

**Environmental / DEQ 1200-Z Industrial Stormwater**

Port staff received a call regarding an oil sheen in the water. Port staff checked security footage and found what vessel the oil sheen came from. Port staff placed absorbent booms around the vessel, contacted owner, reported the spill to Oregon Emergency Response and National Response Center. The vessels bilge released oily water into the basin, the owner cleaned up vessels bilge.

Port staff came across a large puddle of oil in the gravel parking lot next to the Port Maintenance Shop. Port staff cleaned up the spill as best as possible and checked security footage. There was a semi-truck parked there overnight. When the truck left, there was a puddle of oil left behind, we were unable to see the trucking company name from the security footage.

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

# FINANCIAL SUMMARY REPORT

**Date:** April 20, 2022  
**Period:** Month End Report of Financial Activities for March 2022  
**To:** Honorable Board President and District Board Members  
**Issued by:** Gary Dehlinger, Port Manager

## March 2022 Financial Reports

### Overview / Comments

#### Balance Sheet

End of the month unrestricted cash and equivalents totaled \$581,611. Restricted cash and equivalents totaled \$861,044, with Total Assets (cash) at \$1,471,632.

#### March Profit & Loss

Total revenue from all funds was \$351,976. Total expense was \$407,121. The net income for March was negative \$55,145.

March Revenue Centers		Expenses	Debt Assigned for Payments	Debt Paid this Month
Marina	\$63,434	\$91,588*	\$14,115	\$15,941
Beachfront RV Park	\$77,355	\$30,570	\$1,140	\$8,231
Commercial / Retail	\$44,707	\$25,690	\$21,421	\$64,262
Fuel Dock	\$80,801	\$112,868**	\$0	\$0
				\$88,434

\* Administrative costs are now dispersed among all revenue centers.

\*\* Fuel purchased for resale \$97,586.

Debt is listed under each revenue center which it occurred.

Unusual Revenues this month include:

	Amount	Company	Description
1	\$10,750	SDAO	Longevity Credit
2	\$10,000	SDAO	Safety & Security Grant
3	\$2,849	SDAO	Workers Compensation Reimbursement

Unusual expenses this month include:

	Amount	Company	Description
1	\$1,105	United Rentals	Forklift employee safety training

#### Fiscal Year Profit & Loss vs. Budget Performance (July 1, 2021 thru June 30, 2022)

We have completed nine (9) months of the current fiscal year. The year is 75% complete.

#### ➤ Income

Any number above 75% is ahead of budget.

Total Income 63.4% or **11.6% below budget.**

Port's overall income is below budgeted expectations. This is due to the FEMA Project funding approval delay.

General Fund Program Revenue is 81.9% or **6.9% ahead of budget.**  
Port's general revenue centers are ahead of budgeted expectations.

➤ **Expenses**

*Any number below 75% is ahead of budget.*

Total Expense 44.4% or **30.6% below budgeted expectations.**  
This is due to FEMA Project approval delay and no spending has occurred.

General Fund Expenditure is 75.1% or **0.1% below budgeted budget expectations.**  
Port's general fund expenditures is on track of budgeted expectations.

**ATTACHMENTS**

- Port Balance Sheet as of March 31, 2022, 2 pages
- Profit & Loss March 2022, 3 pages
- Profit & Loss Budget Performance, July 2021 thru March 2022, 4 pages
- March 2022 Check Register, 3 pages
- Vendor Summary for January through December 2022, 2 pages
- Financial Debt Summary 1<sup>st</sup> Quarter 2022, 1 page

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**

As of March 31, 2022

Cash Basis

Mar 31, 22

**ASSETS**

**Current Assets**

**Checking/Savings**

**100 · UNRESTRICTED CASH & EQUIVALENTS**

**101 · GENERAL FUND CHECKING & LGIP**

10103 · General Funds Ckg Umpqua 3634

147,094.93

10104 · RCU Business Ownership 0687

17.87

10105 · RCU Business Savings 0600

10.00

10106 · General Fund LGIP 6017

402,359.23

10107 · Dredging Fund LGIP 6254

29,950.10

**Total 101 · GENERAL FUND CHECKING & LGIP**

579,432.13

10101 · Petty Cash

469.01

**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**

581,611.14

**110 · RESTRICTED CASH & EQUIVALENTS**

**104 · RESTRICTED MONEY MKT & CHECKING**

20104 · USDA BOND Umpqua MM 9529

2,520.79

30104 · Debt Service Umpqua MM 8627

2,515.87

40104 · Capital Projects Umpqua 8018

2,500.00

**Total 104 · RESTRICTED MONEY MKT & CHECKING**

7,536.66

**105 · RESTRICTED LGIP**

20105 · USDA Bond Fund LGIP 6021

67,618.05

30105 · IFA Debt Service Fund LGIP 6020

20,476.57

50105 · Reserve Fund LGIP 6018

209,389.93

70105 · Capital Projects LGIP 6273

556,022.81

70105.2 · Port Construction Fund

**Total 70105 · Capital Projects LGIP 6273**

556,022.81

**Total 105 · RESTRICTED LGIP**

853,507.36

**Total 110 · RESTRICTED CASH & EQUIVALENTS**

861,044.02

**Total Checking/Savings**

1,442,655.16

**Accounts Receivable**

**120 · ACCOUNTS RECEIVABLE**

-42,986.92

**Total Accounts Receivable**

-42,986.92

**Other Current Assets**

**130 · DUE FROM TRANSFERS**

40130 · Due From Capital Projects

63,793.51

**Total 130 · DUE FROM TRANSFERS**

63,793.51

**150 · Undeposited Funds**

8,169.85

**Total Other Current Assets**

71,963.36

**Total Current Assets**

1,471,631.60

**Port of Brookings Harbor  
Balance Sheet**

As of March 31, 2022

Cash Basis

	Mar 31, 22
<b>TOTAL ASSETS</b>	<b>1,471,631.60</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Credit Cards</b>	
106 · RCU VISA ACCT	1,655.62
106.1 · RCU Business Ownership 0687	17.87
106.2 · RCU Business Savings 0600	10.00
<b>Total Credit Cards</b>	1,683.49
<b>Other Current Liabilities</b>	
100222 · Payroll Liabilities	
10222 · HealthCare Premium - Dependent	-924.13
10224 · SEP IRA	116.53
<b>Total 100222 · Payroll Liabilities</b>	-807.60
10226 · Lodging Tax Payable	29,224.44
230 · DUE TO TRANSFERS	
40230 · Due To General Fund from CP	63,793.51
<b>Total 230 · DUE TO TRANSFERS</b>	63,793.51
<b>Total Other Current Liabilities</b>	92,210.35
<b>Total Current Liabilities</b>	93,893.84
<b>Total Liabilities</b>	93,893.84
<b>Equity</b>	
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	186,938.63
70301 · Port Const. Fund Unappropriated	569,448.67
<b>Total 301 · Unappropriated Balance</b>	1,454,393.83
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	-186,938.63
70302 · Port Const. Fund Appropriated	-569,448.67
<b>Total 302 · Appropriated Carryover</b>	-1,454,393.83
<b>Total 300 · Fund Balance</b>	0.00
<b>Net Income</b>	1,377,737.76
<b>Total Equity</b>	1,377,737.76
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,471,631.60</b>

**Port of Brookings Harbor  
Profit & Loss**

Cash Basis

March 2022

	Mar 22
<b>Income</b>	
<b>400 · REVENUES</b>	
<b>401 · GENERAL FUND REVENUES</b>	
10412 · Property Tax Current	7,721.60
10413 · Property Tax Prior	478.85
10414 · Interest General Fund	184.09
10418 · Miscellaneous	17,290.28
10420 · Grants & Other Funding - GF	10,000.00
<b>Total 401 · GENERAL FUND REVENUES</b>	<b>35,674.82</b>
<b>402 · GENERAL FUND PROGRAM REVENUES</b>	
<b>10421 · MARINA</b>	
<b>10421.2 · MOORAGE</b>	
10421.3 · Commercial Slip Rent	22,853.36
10421.4 · Recreational Slip Rent	30,496.64
10421.5 · Transient	147.84
10421.6 · Other Moorage	150.00
<b>Total 10421.2 · MOORAGE</b>	<b>53,647.84</b>
10422 · OTHER MARINA REVENUE	760.00
<b>10423 · STORAGE</b>	
10423.1 · Gear Storage	5,370.48
10423.2 · Boat Storage	1,166.00
<b>Total 10423 · STORAGE</b>	<b>6,536.48</b>
10424 · ADMINISTRATIVE FEES	1,065.15
<b>10425 · MARINE SERVICES</b>	
10425.1 · Travelift	852.00
10425.2 · 12 K Telehandler	0.00
10425.3 · Other Sales & Fees	592.40
<b>Total 10425 · MARINE SERVICES</b>	<b>1,444.40</b>
<b>Total 10421 · MARINA</b>	<b>63,453.87</b>
<b>10427 · BEACHFRONT RV PARK</b>	
10427.1 · Space Rental	73,583.29
10427.2 · Other Sales & Fees	3,771.25
<b>Total 10427 · BEACHFRONT RV PARK</b>	<b>77,354.54</b>
<b>10428 · COMMERCIAL RETAIL</b>	
10428.1 · Retail Property	29,218.63
10428.2 · Docks	13,793.45
10428.3 · CPI and Other Fees	1,694.93
<b>Total 10428 · COMMERCIAL RETAIL</b>	<b>44,707.01</b>
<b>10429 · FUEL DOCK</b>	<b>80,801.10</b>
<b>Total 402 · GENERAL FUND PROGRAM REVENUES</b>	<b>266,316.52</b>
<b>420 · USDA REVENUE BOND FUND</b>	
20414 · Interest Revenue Bond Fund	28.81
20419 · Transfer to USDA Bond Fund	10,843.00
<b>Total 420 · USDA REVENUE BOND FUND</b>	<b>10,871.81</b>
<b>430 · DEBT SERVICE FUND REVENUE</b>	
30414 · Interest Debt Service Fund	18.35
30419 · Transfer to Debt Service Fund	31,958.71
<b>Total 430 · DEBT SERVICE FUND REVENUE</b>	<b>31,977.06</b>
<b>450 · RESERVE FUND REVENUE</b>	
50414 · Interest Reserve Fund	89.17
50419 · Transfer to Reserve Fund	2,000.00
	<b>2,089.17</b>

**Port of Brookings Harbor  
Profit & Loss**

Cash Basis

March 2022

	Mar 22
Total 450 · RESERVE FUND REVENUE	2,089.17
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	236.78
Total 470 · PORT CONSTRUCTION FUND REVENUE	236.78
Total 400 · REVENUES	351,976.03
Total Income	351,976.03
Gross Profit	351,976.03
Expense	
600 · GENERAL FUND EXPENDITURES	
10900 · Operating Transfers Out General	49,611.58
500 · PERSONNEL SERVICES	
10502 · Office Staff	20,983.69
10504 · Operations Staff	18,653.44
10506 · Overtime	164.09
10508 · Payroll Taxes/Costs/Benefits	
10508.1 · Paid Holidays	1,504.40
10508.2 · Sick Leave Benefit	81.79
10508.3 · Vacation	1,424.19
10508.4 · Payroll Taxes	4,537.90
10508.5 · SEP Retirement	3,925.99
Total 10508 · Payroll Taxes/Costs/Benefits	11,474.27
10510 · Health Care and Dental	8,809.68
Total 500 · PERSONNEL SERVICES	60,085.17
601 · GENERAL FUND Material & Service	
10601 · ADVERTISING & NOTIFICATIONS	206.95
10602 · REPAIRS & MAINTENANCE	
10602.1 · Equip. Repair/Maintenance	3,391.07
10602.2 · Supplies	25,371.75
10602.3 · Services	5,754.72
Total 10602 · REPAIRS & MAINTENANCE	34,517.54
10603 · FUEL purchased for resale	97,585.72
10605 · UTILITIES	
10605.1 · Electric	9,991.52
10605.2 · RV Park Cable TV	595.08
10605.3 · Sanitary	4,855.20
10605.5 · Telecommunications	1,426.66
10605.6 · Waste Removal	3,632.42
10605.7 · Water	3,276.64
Total 10605 · UTILITIES	23,777.52
10606 · OFFICE EXPENSE	619.61
10607 · BANK SERVICE & FINANCE FEES	5,587.87
10608 · TRAINING & TRAVEL	1,310.25
10609 · PERMITS, LICENSES, TAXES & MISC	139.65
10610 · INSURANCE; PROP & CAS, BOND	11,012.59
10611 · PROFESSIONAL FEES	
10611.1 · Accounting/Auditing	500.00
10611.2 · Attorney	22,618.00
10611.4 · Other Support/Consultant	3,035.06
Total 10611 · PROFESSIONAL FEES	26,153.06



**Port of Brookings Harbor  
Profit & Loss**

Cash Basis

March 2022

	Mar 22
Total 601 · GENERAL FUND Material & Service	200,910.76
Total 600 · GENERAL FUND EXPENDITURES	310,607.51
630 · DEBT SERVICE FUND EXPENDITURES	
30802P · IFA PRINCIPAL	
30802.1 · OBDD #520139/Boardwalk Prin	3,793.46
30802.2 · OBDD #525172/RV Park Prin.	3,420.92
30802.3 · OBDD #525176/Green Bldg Prn	6,024.09
30802.4 · OBDD #525181/EurekaFish Prn	3,912.98
30802.5 · SPWF #L02009/Cold Strg Prin	55,663.62
30802.9 · SPWF X03004/Eureka Fishery Prin	4,684.93
Total 30802P · IFA PRINCIPAL	77,500.00
801 · Principal	
30803P · 50 BFMII Travelift Principal	4,281.03
30804P · 2018 Genie Forklift Principal	1,240.25
Total 801 · Principal	5,521.28
810 · Interest Payments	
30813I · 50 BFMII Travelift Interest	377.97
30814I · 2018 Genie Forklift Interest	224.46
Total 810 · Interest Payments	602.43
Total 630 · DEBT SERVICE FUND EXPENDITURES	83,623.71
640 · CAPT. PROJ. EXPENDITURES	
740 · CAPT. PROJ. CAPITAL OUTLAY	
40702 · Land Improvement - Capt Proj	
40702.1 · Engineering/Consultants	8,079.70
Total 40702 · Land Improvement - Capt Proj	8,079.70
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	8,079.70
Total 640 · CAPT. PROJ. EXPENDITURES	8,079.70
660 · DEBT SERV. RV PARK EXPENDITURES	
60806P · RV Park Improv. Loan Principal	3,248.86
60815I · RV Park Improv. Loan Interest	1,561.01
Total 660 · DEBT SERV. RV PARK EXPENDITURES	4,809.87
Total Expense	407,120.79
Net Income	-55,144.76

**Port of Brookings Harbor**  
**Profit & Loss Budget Performance**  
**July 2021 through March 2022**

Cash Basis

	Jul '21 - Mar 22	Budget	% of Budget
<b>Income</b>			
<b>400 · REVENUES</b>			
<b>401 · GENERAL FUND REVENUES</b>			
10411 · Cash Carry Over	532,465.33	300,000.00	177.5%
10412 · Property Tax Current	249,329.28	240,000.00	103.9%
10413 · Property Tax Prior	9,234.23	9,000.00	102.6%
10414 · Interest General Fund	1,615.44	2,000.00	80.8%
10416 · Loans - General Fund	0.00	0.00	0.0%
10417 · Assets Sales	18,520.00	50,000.00	37.0%
10418 · Miscellaneous	66,053.04	31,500.00	209.7%
10420 · Grants & Other Funding - GF	10,000.00	80,000.00	12.5%
<b>Total 401 · GENERAL FUND REVENUES</b>	<b>887,217.32</b>	<b>712,500.00</b>	<b>124.5%</b>
<b>402 · GENERAL FUND PROGRAM REVENUES</b>			
<b>10421 · MARINA</b>			
<b>10421.2 · MOORAGE</b>			
10421.3 · Commercial Slip Rent	109,288.48		
10421.4 · Recreational Slip Rent	251,854.86		
10421.5 · Transient	10,199.48	0.00	100.0%
10421.6 · Other Moorage	8,025.00		
10421.2 · MOORAGE - Other	0.00	735,000.00	0.0%
<b>Total 10421.2 · MOORAGE</b>	<b>379,367.82</b>	<b>735,000.00</b>	<b>51.6%</b>
10422 · OTHER MARINA REVENUE	22,773.10		
<b>10423 · STORAGE</b>			
10423.1 · Gear Storage	48,123.56		
10423.2 · Boat Storage	23,269.24		
<b>Total 10423 · STORAGE</b>	<b>71,392.80</b>		
10424 · ADMINISTRATIVE FEES	7,561.30	0.00	100.0%
<b>10425 · MARINE SERVICES</b>			
10425.1 · Travelift	23,792.00	0.00	100.0%
10425.2 · 12 K Telehandler	8,017.40	0.00	100.0%
10425.3 · Other Sales & Fees	23,622.33		
10425.4 · Public Hoist	5,214.00		
10425 · MARINE SERVICES - Other	0.00	0.00	0.0%
<b>Total 10425 · MARINE SERVICES</b>	<b>60,645.73</b>	<b>0.00</b>	<b>100.0%</b>
10426 · PROPERTY GROUND EVENT USE	3,806.00		
<b>Total 10421 · MARINA</b>	<b>545,546.75</b>	<b>735,000.00</b>	<b>74.2%</b>
<b>10427 · BEACHFRONT RV PARK</b>			
10427.1 · Space Rental	565,997.37	750,000.00	75.5%
10427.2 · Other Sales & Fees	34,786.32	0.00	100.0%
<b>Total 10427 · BEACHFRONT RV PARK</b>	<b>600,783.69</b>	<b>750,000.00</b>	<b>80.1%</b>
<b>10428 · COMMERCIAL RETAIL</b>			
10428.1 · Retail Property	257,045.45	0.00	100.0%
10428.2 · Docks	133,399.44	0.00	100.0%
10428.3 · CPI and Other Fees	31,387.83	0.00	100.0%
10428 · COMMERCIAL RETAIL - Other	0.00	566,280.00	0.0%
<b>Total 10428 · COMMERCIAL RETAIL</b>	<b>421,832.72</b>	<b>566,280.00</b>	<b>74.5%</b>
10429 · FUEL DOCK	742,262.46	770,000.00	96.4%
<b>Total 402 · GENERAL FUND PROGRAM REVENUES</b>	<b>2,310,425.62</b>	<b>2,821,280.00</b>	<b>81.9%</b>
<b>420 · USDA REVENUE BOND FUND</b>			
20411 · Cash Carry Over - USDA Revenue	102,351.92	102,380.00	100.0%
20414 · Interest Revenue Bond Fund	319.92	500.00	64.0%
20419 · Transfer to USDA Bond Fund	97,587.00	130,120.00	75.0%
<b>Total 420 · USDA REVENUE BOND FUND</b>	<b>200,258.84</b>	<b>233,000.00</b>	<b>85.9%</b>

**Port of Brookings Harbor**  
**Profit & Loss Budget Performance**  
**July 2021 through March 2022**

Cash Basis

	Jul '21 - Mar 22	Budget	% of Budget
<b>430 · DEBT SERVICE FUND REVENUE</b>			
30411 · Cash Carry Over - Debt Service	22,758.51	27,420.00	83.0%
30414 · Interest Debt Service Fund	218.93	450.00	48.7%
30419 · Transfer to Debt Service Fund	302,444.39	423,485.00	71.4%
<b>Total 430 · DEBT SERVICE FUND REVENUE</b>	<b>325,421.83</b>	<b>451,355.00</b>	<b>72.1%</b>
<b>440 · CAPITAL PROJECTS FUND REVENUE</b>			
40411 · Cash Carry Over - Capt Proj	40,430.77	62,500.00	64.7%
40416 · Government Funding			
40416.2 · FEMA Funding	0.00	0.00	0.0%
40416.3 · State Lottery Funding	0.00	0.00	0.0%
40416 · Government Funding - Other	0.00	2,000,000.00	0.0%
<b>Total 40416 · Government Funding</b>	<b>0.00</b>	<b>2,000,000.00</b>	<b>0.0%</b>
40419 · Transfer to Capital Project	0.00	0.00	0.0%
<b>Total 440 · CAPITAL PROJECTS FUND REVENUE</b>	<b>40,430.77</b>	<b>2,062,500.00</b>	<b>2.0%</b>
<b>450 · RESERVE FUND REVENUE</b>			
50411 · Cash Carry Over - Reserve Fund	186,938.63	186,575.00	100.2%
50414 · Interest Reserve Fund	747.30	1,200.00	62.3%
50419 · Transfer to Reserve Fund	21,704.00	34,000.00	63.8%
<b>Total 450 · RESERVE FUND REVENUE</b>	<b>209,389.93</b>	<b>221,775.00</b>	<b>94.4%</b>
<b>460 · DEBT SERV. RV PARK IMPROV. FUND</b>			
60411 · Cash Carry Over - OR FFC 2020	0.00	0.00	0.0%
60419 · Transfer OR FFC 2020 Debt Serv.	43,288.83	57,718.00	75.0%
<b>Total 460 · DEBT SERV. RV PARK IMPROV. FUND</b>	<b>43,288.83</b>	<b>57,718.00</b>	<b>75.0%</b>
<b>470 · PORT CONSTRUCTION FUND REVENUE</b>			
70411 · Cash Carry Over - Port Const.	569,448.67	575,000.00	99.0%
70414 · Interest Port Construction Fund	2,136.54	2,000.00	106.8%
70419 · Transfers to Port Const. Fund	0.00	100,000.00	0.0%
<b>Total 470 · PORT CONSTRUCTION FUND REVENUE</b>	<b>571,585.21</b>	<b>677,000.00</b>	<b>84.4%</b>
<b>Total 400 · REVENUES</b>	<b>4,588,018.35</b>	<b>7,237,128.00</b>	<b>63.4%</b>
<b>Total Income</b>	<b>4,588,018.35</b>	<b>7,237,128.00</b>	<b>63.4%</b>
<b>Gross Profit</b>	<b>4,588,018.35</b>	<b>7,237,128.00</b>	<b>63.4%</b>
<b>Expense</b>			
<b>600 · GENERAL FUND EXPENDITURES</b>			
10900 · Operating Transfers Out General	465,024.22	745,323.00	62.4%
<b>500 · PERSONNEL SERVICES</b>			
10502 · Office Staff	190,516.59	274,590.00	69.4%
10504 · Operations Staff	173,485.82	262,460.00	66.1%
10506 · Overtime	4,464.51	7,255.00	61.5%
10508 · Payroll Taxes/Costs/Benefits			
10508.1 · Paid Holidays	13,108.32	0.00	100.0%
10508.2 · Sick Leave Benefit	7,506.10	0.00	100.0%
10508.3 · Vacation	29,611.14	0.00	100.0%
10508.4 · Payroll Taxes	41,376.61	0.00	100.0%
10508.5 · SEP Retirement	35,123.18	0.00	100.0%
10508 · Payroll Taxes/Costs/Benefits - Other	0.00	153,680.00	0.0%
<b>Total 10508 · Payroll Taxes/Costs/Benefits</b>	<b>126,725.35</b>	<b>153,680.00</b>	<b>82.5%</b>
10510 · Health Care and Dental	75,415.44	86,500.00	87.2%
10512 · Workers Compensation	14,548.35	11,810.00	123.2%
<b>Total 500 · PERSONNEL SERVICES</b>	<b>585,156.06</b>	<b>796,295.00</b>	<b>73.5%</b>
<b>601 · GENERAL FUND Material &amp; Service</b>			
10601 · ADVERTISING & NOTIFICATIONS	4,018.02	8,680.00	46.3%
10602 · REPAIRS & MAINTENANCE			

**Port of Brookings Harbor**  
**Profit & Loss Budget Performance**  
**July 2021 through March 2022**

Cash Basis

	Jul '21 - Mar 22	Budget	% of Budget
10602.1 · Equip. Repair/Maintenance	21,119.79	0.00	100.0%
10602.2 · Supplies	134,784.85	0.00	100.0%
10602.3 · Services	82,999.69	0.00	100.0%
10602 · REPAIRS & MAINTENANCE - Other	0.00	452,797.00	0.0%
<b>Total 10602 · REPAIRS &amp; MAINTENANCE</b>	<b>238,904.33</b>	<b>452,797.00</b>	<b>52.8%</b>
10603 · FUEL purchased for resale	670,320.52	725,000.00	92.5%
10605 · UTILITIES			
10605.1 · Electric	83,576.74	0.00	100.0%
10605.2 · RV Park Cable TV	5,308.02	0.00	100.0%
10605.3 · Sanitary	39,607.58	0.00	100.0%
10605.5 · Telecommunications	10,083.70	0.00	100.0%
10605.6 · Waste Removal	71,732.37	0.00	100.0%
10605.7 · Water	17,164.42	0.00	100.0%
10605 · UTILITIES - Other	0.00	279,173.00	0.0%
<b>Total 10605 · UTILITIES</b>	<b>227,472.83</b>	<b>279,173.00</b>	<b>81.5%</b>
10606 · OFFICE EXPENSE	36,450.31	52,827.00	69.0%
10607 · BANK SERVICE & FINANCE FEES	44,457.74	40,482.00	109.8%
10608 · TRAINING & TRAVEL	5,979.67	4,486.00	133.3%
10609 · PERMITS, LICENSES, TAXES & MISC	32,920.51	13,000.00	253.2%
10610 · INSURANCE; PROP & CAS, BOND	90,219.11	95,292.00	94.7%
10611 · PROFESSIONAL FEES			
10611.1 · Accounting/Auditing	22,225.00	0.00	100.0%
10611.2 · Attorney	30,705.00	0.00	100.0%
10611.3 · Engineering	9,790.00	0.00	100.0%
10611.4 · Other Support/Consultant	21,704.61	0.00	100.0%
10611 · PROFESSIONAL FEES - Other	0.00	95,425.00	0.0%
<b>Total 10611 · PROFESSIONAL FEES</b>	<b>84,424.61</b>	<b>95,425.00</b>	<b>88.5%</b>
<b>Total 601 · GENERAL FUND Material &amp; Service</b>	<b>1,435,167.65</b>	<b>1,767,162.00</b>	<b>81.2%</b>
710 · GENERAL FUND CAPITAL OUTLAY			
10702 · Land Improvements	58,244.98	15,000.00	388.3%
10703 · Buildings	0.00	50,000.00	0.0%
10704 · Equipment	73,562.78	90,000.00	81.7%
<b>Total 710 · GENERAL FUND CAPITAL OUTLAY</b>	<b>131,807.76</b>	<b>155,000.00</b>	<b>85.0%</b>
920 · OPERATING CONTINGENCY	0.00	20,000.00	0.0%
<b>Total 600 · GENERAL FUND EXPENDITURES</b>	<b>2,617,155.69</b>	<b>3,483,780.00</b>	<b>75.1%</b>
620 · USDA REVENUE BOND EXPENDITURES			
20801P · USDA Revenue Bond Principal	79,895.12	79,917.00	100.0%
20810I · USDA Revenue Bond Interest	50,224.88	50,203.00	100.0%
<b>Total 620 · USDA REVENUE BOND EXPENDITURES</b>	<b>130,120.00</b>	<b>130,120.00</b>	<b>100.0%</b>
630 · DEBT SERVICE FUND EXPENDITURES			
30802P · IFA PRINCIPAL			
30802.1 · OBDD #520139/Boardwalk Prin	11,380.38	0.00	100.0%
30802.2 · OBDD #525172/RV Park Prin.	10,262.76	0.00	100.0%
30802.3 · OBDD #525176/Green Bldg Prin	18,072.27	0.00	100.0%
30802.4 · OBDD #525181/EurekaFish Prin	11,738.94	0.00	100.0%
30802.5 · SPWF #L02009/Cold Strg Prin	116,667.63	0.00	100.0%
30802.7 · SPWF L98004/Dock Impr Prin	0.00	0.00	0.0%
30802.8 · SPWF L02001/MarineFuel Dock Prin	65,139.23	0.00	100.0%
30802.9 · SPWF X03004/Eureka Fishery Prin	14,054.79	0.00	100.0%
30802P · IFA PRINCIPAL - Other	0.00	350,000.00	0.0%
<b>Total 30802P · IFA PRINCIPAL</b>	<b>247,316.00</b>	<b>350,000.00</b>	<b>70.7%</b>
801 · Principal			
30803P · 50 BFMII Travelift Principal	37,541.87	50,447.00	74.4%
30804P · 2018 Genie Forklift Principal	10,773.41	14,469.00	74.5%

**Port of Brookings Harbor**  
**Profit & Loss Budget Performance**  
**July 2021 through March 2022**

Cash Basis

	Jul '21 - Mar 22	Budget	% of Budget
Total 801 · Principal	48,315.28	64,916.00	74.4%
810 · Interest Payments			
30813I · 50 BFMII Travelift Interest	4,389.13	5,461.00	80.4%
30814I · 2018 Genie Forklift Interest	2,408.98	3,108.00	77.5%
Total 810 · Interest Payments	6,798.11	8,569.00	79.3%
Total 630 · DEBT SERVICE FUND EXPENDITURES	302,429.39	423,485.00	71.4%
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	100,421.70	0.00	100.0%
40702.2 · Supplies	420.54	0.00	100.0%
40702.3 · Services	882.04		
40702 · Land Improvement - Capt Proj - Other	0.00	2,060,000.00	0.0%
Total 40702 · Land Improvement - Capt Proj	101,724.28	2,060,000.00	4.9%
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	101,724.28	2,060,000.00	4.9%
Total 640 · CAPT. PROJ. EXPENDITURES	101,724.28	2,060,000.00	4.9%
660 · DEBT SERV. RV PARK EXPENDITURES			
60806P · RV Park Improv. Loan Principal	28,955.70	38,751.00	74.7%
60815I · RV Park Improv. Loan Interest	14,333.13	18,967.00	75.6%
Total 660 · DEBT SERV. RV PARK EXPENDITURES	43,288.83	57,718.00	75.0%
670 · PORT CONST FUND EXPENDITURES			
70100 · PORT CONST. CAPITAL OUTLAY			
70700 · Land Improvement - Port Const.			
70701.1 · Engineering/Consultants	11,257.64		
70701.2 · Supplies	4,304.76		
70700 · Land Improvement - Port Const. - Other	0.00	677,000.00	0.0%
Total 70700 · Land Improvement - Port Const.	15,562.40	677,000.00	2.3%
Total 70100 · PORT CONST. CAPITAL OUTLAY	15,562.40	677,000.00	2.3%
Total 670 · PORT CONST FUND EXPENDITURES	15,562.40	677,000.00	2.3%
930 · Fund Balances			
10930 · Unappropriated Balance GF	0.00	50,000.00	0.0%
20930 · Unappropriated Balance-USDA	0.00	102,880.00	0.0%
30930 · Unappropriated Balance Debt	0.00	27,870.00	0.0%
40930 · Unappropriated Balance Capt Pro	0.00	2,500.00	0.0%
50930 · Unappropriated Balance Reserve	0.00	221,775.00	0.0%
Total 930 · Fund Balances	0.00	405,025.00	0.0%
Total Expense	3,210,280.59	7,237,128.00	44.4%
Net Income	1,377,737.76	0.00	100.0%

Port of Brookings Harbor

Check Registers

As of March 31, 2022

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
<b>100 - UNRESTRICTED CASH &amp; EQUIVALENTS</b>						
<b>101 - GENERAL FUND CHECKING &amp; LGIP</b>						
<b>10103 - General Funds Ckg Umpqua 3634</b>						
Check	CC Debit	03/01/2022	Greer, Valerie /Kehoe, John /Pacific Wolf	REFUND for Annual Moorage via Discover #0430		1,591.60
Bill Pmt -Check	DEBIT	03/07/2022	US Bank Equipment Finance	Contract No. 500-0623925-000 RICOH IMC6000 Copler		223.20
Bill Pmt -Check	DEBIT	03/07/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		25,982.68
Check	DEBIT	03/04/2022	ADP	Advice of Debit 600217426 Payroll Date: 02/23/2022		142.49
Check	DEBIT	03/02/2022	Elavon	FEB 2022 MERCHANT SERVICE FEE ACCT#318		1,538.41
Check	DEBIT	03/02/2022	Elavon	FEB 2022 MERCHANT SERVICE FEE ACCT#873 Ventek Boat Launch		41.78
Check	DEBIT	03/02/2022	Elavon	FEB 2022 MERCHANT SERVICE FEE ACCT#951		580.27
Bill Pmt -Check	DEBIT	03/15/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		31,895.52
Check	DEBIT	03/09/2022	Edward Jones	Employer Contribution 03/09/2022 ConfirmationSJNI9L-844KY		146.27
Check	DEBIT	03/09/2022	Edward Jones	Employer Contribution 03/09/2022 ConfirmationSJNI9L-861ZC		214.47
Check	DEBIT	03/09/2022	Edward Jones	Employer Contribution 03/09/2022 ConfirmationSJNI9L-866FW		145.59
Check	DEBIT	03/09/2022	Edward Jones	Employer Contribution 03/09/2022 ConfirmationSJNI9L-86BZ3		148.59
Check	DEBIT	03/09/2022	Edward Jones	Employer Contribution 03/09/2022 ConfirmationSJNI9L-86HG4		168.73
Check	DEBIT	03/09/2022	Edward Jones	Employer Contribution 03/09/2022 ConfirmationSJNI9L-86MW9		135.86
Check	DEBIT	03/09/2022	Edward Jones	Employer Contribution 03/09/2022 ConfirmationSJNI9L-86VV3		116.96
Check	DEBIT	03/09/2022	Edward Jones	Employer Contribution 03/09/2022 ConfirmationSJNI9L-86Z74		303.68
Check	DEBIT	03/09/2022	TD Ameritrade	Employer Contribution 03/09/2022 ConfirmationSJNI9L-871XG		181.57
Check	DEBIT	03/09/2022	US Bank Sep- IRA	Employer Contribution 03/09/2022 ConfirmationSJNI9L-877MR		340.25
Bill Pmt -Check	DEBIT	03/09/2022	Intuit	8744861 Quickbooks Service Plan (2022 Update) renewal for 2021		1,149.99
Check	DEBIT	03/18/2022	ADP	Advice of Debit 601188388 Payroll Date: 03/09/2022		142.49
Bill Pmt -Check	DEBIT	03/28/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		39,707.52
Bill Pmt -Check	DEBIT	03/16/2022	Chevron Business Card	Account # 0496007075866 Fuel Purchases for Port Vehicles/Equipment		634.45
Check	DEBIT	03/23/2022	Edward Jones	Employer Contribution 03/23/2022 ConfirmationSL1R5-KZPV7		148.54
Check	DEBIT	03/23/2022	Edward Jones	Employer Contribution 03/23/2022 ConfirmationSL1R5-L0RC8		215.38
Check	DEBIT	03/23/2022	Edward Jones	Employer Contribution 03/23/2022 ConfirmationSL1R5-L0X1N		143.03
Check	DEBIT	03/23/2022	Edward Jones	Employer Contribution 03/23/2022 ConfirmationSL1R5-L10VG		326.40
Check	DEBIT	03/23/2022	Edward Jones	Employer Contribution 03/23/2022 ConfirmationSL1R5-L14N5		148.24
Check	DEBIT	03/23/2022	Edward Jones	Employer Contribution 03/23/2022 ConfirmationSL1R5-L18N4		170.33
Check	DEBIT	03/23/2022	Edward Jones	Employer Contribution 03/23/2022 ConfirmationSL1R5-L1FNV		136.36
Check	DEBIT	03/23/2022	Edward Jones	Employer Contribution 03/23/2022 ConfirmationSL1R5-L1JQN		131.09
Check	DEBIT	03/23/2022	Edward Jones	Employer Contribution 03/23/2022 ConfirmationSL1R5-L1P9Q		303.68
Check	DEBIT	03/23/2022	TD Ameritrade	Employer Contribution 03/23/2022 ConfirmationSL1R5-L1S5X		184.44
General Journal	DEBT 03/01	03/01/2022		Transfer to Debt Service Fund for Travelift Payment		4,659.00
General Journal	DEBT 03/01	03/01/2022		Transfer to Debt Service Fund for Fork Lift Payment		1,464.71
General Journal	DEBT 03/01	03/01/2022		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment		4,809.87
General Journal	IFA 03/01	03/01/2022		Transfer to IFA Debt Service for 1st QTR 2022 Pmt		25,835.00
General Journal	RES 03/01	03/01/2022		Transfer to Reserve Fund		2,000.00
General Journal	USDA 03/01	03/01/2022		To transfer to USDA Revenue Bond Fund for November 2022 Payment		10,843.00
General Journal	CP 03/04	03/04/2022		Transfer to Capital Projects for payment to EMC Engineering inv#91009-2149 \$6,740.00		6,740.00
General Journal	PAY 03/09	03/09/2022		Rec 02/23/2022 payroll		16,819.52
General Journal	TAX 03/09	03/09/2022		Rec 03/09/2022 payroll		6,601.74
General Journal	CP 03/11	03/11/2022		Transfer to Capital Projects for payment to EMC Engineering inv#91009-2155 \$1,339.70		1,339.70
General Journal	CP 03/13	03/14/2022		Bank service charges for bounced check# 3074		15.00
General Journal	PAY 03/23	03/23/2022		Rec 03/23/2022 payroll		16,581.71
General Journal	TAX 03/23	03/23/2022		Rec 03/23/2022 payroll		6,561.58
General Journal	ch#3074	03/14/2022		Bounced Check# 3074		1,642.27
General Journal	ch#7236	03/07/2022		Bounced Check# 7236		98.00
General Journal	ch#7236	03/07/2022		Bank service charges for bounced check# 7236		15.00
General Journal	ch#7237	03/07/2022		Bounced Check# 7237		1,662.35
General Journal	ch#7237	03/07/2022		Bank service charges for bounced check# 7237		15.00
Bill Pmt -Check	10847	03/02/2022	United Rentals, Inc.	Customer#2663682		1,105.00
Bill Pmt -Check	10849	03/04/2022	Miller Nash LLP	Legal Services		8,911.50
Bill Pmt -Check	10850	03/04/2022	Harbor Water District P.U.D.	01/20/2022 - 02/22/2022 SERVICE/WATER BILL		1,926.80

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Port of Brookings Harbor

Check Registers

As of March 31, 2022

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Check	10851	03/11/2022	Cosgrove, Richard	REFUND credit on account in the amount of \$120.00		120.00
Bill Pmt -Check	10852	03/11/2022	Country Media, Inc.	CUST# 38747 Curry Coastal Pilot Notices		206.95
Bill Pmt -Check	10853	03/11/2022	Curry Transfer & Recycling	Account #2040-2434-001 Trash Dumpsters		3,647.42
Bill Pmt -Check	10854	03/11/2022	Del-Cur Supply Co-op	Customer No. 38700 Hardware & Other Supplies		895.50
Bill Pmt -Check	10855	03/11/2022	Fastenal Industrial Supplies	Customer No.ORBRK0013 Toiletries & Supplies		641.24
Bill Pmt -Check	10856	03/11/2022	Grainger	ACCT# 822663001 Materials to secure electrical and plumbing at docks		2,204.65
Bill Pmt -Check	10857	03/11/2022	Grants Pass Water Lab, Inc.	February 28, 2022 - Storm Water runoff testing, aluminum, 1200-Z, Green Bldg. Boat Yard Wash Sy...		1,984.00
Bill Pmt -Check	10858	03/11/2022	Harbor Sanitary District	FEBRUARY 2022 Sanitary Bill		4,855.20
Bill Pmt -Check	10859	03/11/2022	Industrial Steel & Supply Co. Inc.	Galvanize 5 pile hoops for guest dock by launch ramp		332.57
Bill Pmt -Check	10860	03/11/2022	John Kellum/John's Portable Welding	3/7/2022-LABOR Fit and Weld Five Piling Hoops to Public Dock		375.00
Bill Pmt -Check	10861	03/11/2022	Platt	Customer Acct#127691 Electrical Supplies		916.47
Bill Pmt -Check	10862	03/11/2022	Spec Dist Assoc of OR- Healthcare	Customer #. 03-0016414 - HEALTHCARE PREMIUM		10,223.60
Bill Pmt -Check	10863	03/11/2022	Spec Dist Assoc of OR- Prop & Cas	Policy#31P16414-203 Customer ID: 01-16414 - 2021 PROPERTY & CASUALTY POLICY		11,012.59
Bill Pmt -Check	10864	03/11/2022	Thermo Fluids, Inc.	23 FEB 2022- Remove Spent Oil and Bilge Fluids		224.25
Bill Pmt -Check	10865	03/18/2022	Amazon Capital Services	Business Account #A2VUC5YWS42764 - Supplies/Materials		875.18
Bill Pmt -Check	10866	03/18/2022	Black & Rice LLP	December 2021 Legal Services		817.00
Bill Pmt -Check	10867	03/18/2022	Brockings Glass, Inc.	Repair & Replace 4 Vents, 1 window - J Sloane; 6 vents - Bell & Whistle; 1 vent - Hungry Clam		1,996.00
Bill Pmt -Check	10868	03/18/2022	CrowClay & Associates, Inc	February Services Amendment#4-RV Park Construction Administration		1,309.40
Bill Pmt -Check	10869	03/18/2022	Fastenal Industrial Supplies	Customer No.ORBRK0013 Toiletries & Supplies		2,611.08
Bill Pmt -Check	10870	03/18/2022	Gowman Electric, Inc.	CCB: 198999 Electrical Repair		85.00
Bill Pmt -Check	10871	03/18/2022	Kendrick Equipment USA LLC	Repair Parts for EQ#4605 Marine Travelift		2,031.37
Bill Pmt -Check	10872	03/18/2022	NAPA Auto Part	ACCT#80285 Vehicle/Equip Maint. & Supplies		397.36
Bill Pmt -Check	10873	03/18/2022	Pacific Rim Copy Center	Copies of EMC Engineering Drawings RV Park at Kitefield 24x36		292.50
Bill Pmt -Check	10874	03/25/2022	Del-Cur Supply Co-op	Customer No. 38700 Hardware & Other Supplies		179.00
Bill Pmt -Check	10875	03/25/2022	Beautiful Blinds Shutters & Shades	Polar/Solar Shades -Boardwalk Mail Service LLC		835.00
Bill Pmt -Check	10876	03/25/2022	Fastenal Industrial Supplies	VOID: Customer No.ORBRK0013 Toiletries & Supplies	0.00	
Bill Pmt -Check	10877	03/25/2022	Four Aces Security Solutions LLC	February 2022 - Security Patrol -34%Marina, 33%Beachfront RV Park, 33%Commercial Retail		2,595.60
Bill Pmt -Check	10878	03/25/2022	Gerald W. Burns, CPA	Financial Consultant Agreement		500.00
Bill Pmt -Check	10879	03/25/2022	Grants Pass Water Lab, Inc.	March 15, 2022 - Water Testing, Environmental Quality		992.00
Bill Pmt -Check	10880	03/25/2022	In-Motion Graphics and Design, LLC	2' x 2' Vinyl Annual Payment Signs - Boat Launch Kiosk		188.00
Bill Pmt -Check	10881	03/25/2022	Miller Nash LLP	Legal Services		12,889.50
Bill Pmt -Check	10882	03/25/2022	Pacific Rim Copy Center	Copies of Drawings RV Park Renovations		9.50
Bill Pmt -Check	10883	03/25/2022	Pape Material Handling	Customer No. 1070715 Equipment Maintenance & Repair		251.28
Bill Pmt -Check	10884	03/25/2022	Rogue Credit Union	Membership #306 Acct#6000189521 CC Ending#7681		8,274.28
Bill Pmt -Check	10885	03/25/2022	Zoro	Customer#8068462 Replacement Valve for Showers		124.81
Bill Pmt -Check	10886	03/25/2022	Fastenal Industrial Supplies	Customer No.ORBRK0013 Toiletries & Supplies		255.49
Bill Pmt -Check	10887	03/25/2022	Harbor Water District P.U.D.	02/22/2022 - 03/21/2022 SERVICE/WATER BILL		1,349.84
Bill Pmt -Check	10888	03/31/2022	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Supplies & Materials		3,806.07
Bill Pmt -Check	10889	03/31/2022	Coos-Curry Electric Cooperative, Inc.	ACCT # 67601 Electrical Service		9,991.52
Bill Pmt -Check	10890	03/31/2022	NAPA Auto Part	ACCT#60285 Vehicle/Equip Maint. & Supplies		83.18
Bill Pmt -Check	10891	03/31/2022	Pacific Office Automation	Customer # 507410 Copier Lease & Maintenance		84.00
Bill Pmt -Check	10892	03/31/2022	Thermo Fluids, Inc.	03/10/2022 - Removal of Oily Water and Anti-Freeze		146.30
Bill Pmt -Check	10894	03/31/2022	Amazon Capital Services	Business Account #A2VUC5YWS42764 - Supplies/Materials		1,311.30
Bill Pmt -Check	10895	03/31/2022	Grants Pass Water Lab, Inc.	March 25, 2022 - Boat Wash System - Before testing aluminum & 1200-Z Storm Water		496.00
Bill Pmt -Check	10896	03/31/2022	Fastenal Industrial Supplies	Customer No.ORBRK0013 Toiletries & Supplies		82.85
Bill Pmt -Check	10897	03/31/2022	Ferguson Enterprises, Inc.	Customer #1120898 American Standard Toilet Bowl, Tank & Seat for Port Office		248.51
Check	10898	03/31/2022	Hedlund, Eric	Refund for Boat/Trailer Storage (APR, MAY, JUN) paid in advance		183.00
Bill Pmt -Check	10901	03/31/2022	Tidewater Contractors, Inc.	Customer Code: 000061 - ASPHALT - 1/2" DENSE for Slugs 'n Stones 'n Ice Cream Cones		493.64
Total 10103 - General Funds Ckg Umpqua 3634					0.00	320,289.59
10106 - General Fund LGIP 6017						
Check	DEBIT	03/01/2022	LGIP Fees for JAN 2022			0.25
Total 10106 - General Fund LGIP 6017					0.00	0.25

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**Port of Brookings Harbor**  
**Check Registers**  
As of March 31, 2022

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Total 101 - GENERAL FUND CHECKING & LGIP					0.00	320,289.84
<b>10101 - Petty Cash</b>						
Bill Pmt -Check	CASH	03/18/2022	Boat Launch Kiosk	3-18-22 Test for Boat Launch Pay Station - Trans 030250		5.00
Total 10101 - Petty Cash					0.00	5.00
Total 100 - UNRESTRICTED CASH & EQUIVALENTS					0.00	320,294.84
<b>110 - RESTRICTED CASH &amp; EQUIVALENTS</b>						
<b>104 - RESTRICTED MONEY MKT &amp; CHECKING</b>						
20104 - USDA BOND Umpqua MM 9529						
Total 20104 - USDA BOND Umpqua MM 9529						
<b>30104 - Debt Service Umpqua MM 8627</b>						
Check	DEBIT	03/15/2022	Umpqua Bank/Loan#747041620	Genie Reach Forklift Loan#747041620 Payment #49		1,464.71
Check	DEBIT	03/22/2022	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #65 - 50 BFMI Travelift		4,659.00
General Journal	DEBT 03/01	03/01/2022		Transfer to Debt Service Fund for Travelift Payment	4,659.00	
General Journal	DEBT 03/01	03/01/2022		Transfer to Debt Service Fund for Fork Lift Payment	1,464.71	
Total 30104 - Debt Service Umpqua MM 8627					6,123.71	6,123.71
40104 - Capital Projects Umpqua 8018						
Total 104 - RESTRICTED MONEY MKT & CHECKING					6,123.71	6,123.71
<b>105 - RESTRICTED LGIP</b>						
20105 - USDA Bond Fund LGIP 6021						
General Journal	USDA 03/01	03/01/2022		To transfer to USDA Revenue Bond Fund for November 2022 Payment	10,843.00	
Total 20105 - USDA Bond Fund LGIP 6021					10,843.00	0.00
<b>30105 - IFA Debt Service Fund LGIP 6020</b>						
Check	DEBIT	03/11/2022	Infrastructure Finance Authority	1st Qtr 2022 - Depositor's Acct #1230000433 - Confirmation#3462209		4,684.93
Check	DEBIT	03/11/2022	Infrastructure Finance Authority	1st Qtr 2022-Depositor's Acct#1230000473 Confirmation#3462211,12,13,14		17,151.45
Check	DEBIT	03/11/2022	Infrastructure Finance Authority	1st Qtr 2022-Depositor's Acct#1230001027 Confirmation#3462210		55,663.62
General Journal	IFA 03/01	03/01/2022		Transfer to IFA Debt Service for 1st QTR 2022 Pmt	25,835.00	
Total 30105 - IFA Debt Service Fund LGIP 6020					25,835.00	77,500.00
<b>50105 - Reserve Fund LGIP 6018</b>						
General Journal	RES 03/01	03/01/2022		Transfer to Reserve Fund	2,000.00	
Total 50105 - Reserve Fund LGIP 6018					2,000.00	0.00
Total 105 - RESTRICTED LGIP					38,678.00	77,500.00
Total 110 - RESTRICTED CASH & EQUIVALENTS					44,801.71	83,623.71
<b>TOTAL</b>					<b>44,801.71</b>	<b>403,918.55</b>

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**Port of Brookings Harbor**  
**Purchases by Vendor Summary**  
 January through March 2022

Cash Basis

	<u>Jan - Mar 22</u>
5-R Excavation, LLC	380.00
Adobe	44.97
ADP	1,449.84
Amazon Capital Services	3,015.21
Aquarius Environmental, LLC	7,220.00
Asurion Wireless Insurance	19.00
Beautiful Blinds Shutters & Shades	835.00
BI-MART	122.83
Black & Rice LLP	817.00
BOARDWALK MAIL SERVICE	117.00
Boat Launch Kiosk	20.00
Boat Shop & More LLC	400.00
BoatU.S. Boat Graphics & Lettering	217.15
BoomTech	77.47
Brookings Glass, Inc.	1,996.00
Chevron Business Card	1,875.47
Coos-Curry Electric Cooperative, Inc.	31,555.32
Country Media, Inc.	387.20
Crescent ACE Hardware	564.27
Crow/Clay & Associates, Inc	1,309.40
Curry Equipment	64.00
Curry Transfer & Recycling	11,396.02
Del-Cur Supply Co-op	2,535.06
DF Supply, Inc.	2,646.81
Dish Network	1,785.24
EBay	34.74
Elavon	6,449.37
EMC-Engineers/Scientists, LLC	52,292.50
Fastenal Industrial Supplies	6,302.32
Ferguson Enterprises, Inc.	473.78
Firefly Reservations	597.00
Flags.com	924.00
Forte Clothing Company	2,143.00
Four Aces Security Solutions LLC	2,595.60
FRED MEYER	73.48
Freeman Rock, Inc.	736.70
Gaylord Klinefelter Contracting	1,880.00
Gerald W. Burns, CPA	1,500.00
Gold Beach Lumber Yard, Inc.	7,055.38
Gowman Electric, Inc.	255.00
Grainger	2,241.08
Grants Pass Water Lab, Inc.	3,472.00
Grating Pacific, LLC	1,132.00
Harbor Logging Supply, Inc.	680.70
Harbor Sanitary District	11,699.59
Harbor Water District P.U.D.	7,033.56
Hartwick Automotive	60.99
HD SUPPLY FACILITIES	814.08
Home Depot	157.02
Hot And Mighty/T. George Podell & Co.,Inc	1,657.12
In-Motion Graphics and Design, LLC	168.00
Industrial Steel & Supply Co. Inc.	332.57
Intuit	1,149.99
John Kellum/John's Portable Welding	1,537.50
K&K Insurance Group, Inc.	400.00
Kendrick Equipment USA LLC	2,365.42
Les Schwab Tire Center	208.98
Lithia Ford of Klamath Falls	46,441.32

**Port of Brookings Harbor**  
**Purchases by Vendor Summary**  
 January through March 2022

Cash Basis

	<u>Jan - Mar 22</u>
Mascott Equipment	932.74
McLennan Excavation, Inc.	29,935.68
Miller Nash LLP	21,801.00
My Parking Permit	416.50
NAPA Auto Part	480.54
Office Depot	38.38
Oil Can Henry's	14.00
ONLINE Purchases	1,198.79
Orcal Security Consulting LLC	5,649.53
Oregon Alarm	7,525.00
Pacific Office Automation	929.68
Pacific Rim Copy Center	377.00
Pape Material Handling	916.53
Pitney Bowes Global Lease	423.09
Pitney Bowes, Inc.	413.04
Platt	916.47
Pump Pipe & Tank Services, LLC	115.00
Quill Corporation	309.71
Rentprep Enterprise/Fidelis Screening	179.55
SimpliSafe	44.97
SmartSign	1,379.61
Spec Dist Assoc of OR- Healthcare	31,471.68
Spec Dist Assoc of OR- Prop & Cas	32,131.77
Spectrum Business 8752 19 060 0025169	310.66
Spectrum Business 8752 19 060 0226494	319.94
Spectrum Business 8752 19 060 0247029	329.94
Spectrum Business 8752 19 060 0251369	353.91
Stadelman Electric, Inc.	382.86
Thermo Fluids, Inc.	437.10
Tidewater Contractors, Inc.	5,228.64
Tyree Oil, Inc	277,372.10
ULine	740.72
United Rentals, Inc.	1,105.00
US Bank Equipment Finance	669.60
US Relay/HD Relay	297.00
Valvoline	165.47
VERIZON WIRELESS	1,031.21
Vonage	758.91
WEEBLY-CHARGE.COM	910.00
Ziply Fiber 541-412-7930-102902-5	154.93
Ziply Fiber 541-469-5867-121516-5	219.62
Zoom Video Communications Inc.	29.98
Zoro	124.81
<b>TOTAL</b>	<b><u>664,257.71</u></b>

# Financial Debt Summary

**DATE:** APRIL 20, 2022  
**RE:** Report of Debt for 1<sup>st</sup> Qtr. 2022  
**TO:** Gary Dehlinger, Port Manager  
**ISSUED BY:** Kim Boom, Director of Finance & Accounting

## IFA Debt Service and USDA Revenue Bond Payments

- IFA - \$77,500 Paid 03/11/2022
  - **L98004/Basin 2 Dock Improvement**  
**PRINCIPAL BALANCE \$0.00 -PRINCIPAL PAID IN FULL**  
INTEREST BALANCE...\$312,338.92
  - **X03004/Eureka Fishery-Property Improvement**  
PRINCIPAL BALANCE ...\$146,075.28 INTEREST BALANCE...\$197,881.55
  - **520139/Boardwalk**  
PRINCIPAL BALANCE ...\$18,967.17 INTEREST BALANCE...\$175,540.26
  - **525172/RV Park Improvement**  
PRINCIPAL BALANCE ...\$85,522.92 INTEREST BALANCE...\$138,594.25
  - **525176/Green Bldg.**  
PRINCIPAL BALANCE ...\$216,867.59 INTEREST BALANCE...\$263,665.71
  - **525181/Eureka Fishery-Property Purchase**  
PRINCIPAL BALANCE ...\$144,780.02 INTEREST BALANCE...\$347,562.39
  - **L02001/Marine Fueling Dock**  
**PRINCIPAL BALANCE \$0.00 – PRINCIPAL PAID IN FULL 3<sup>rd</sup> Qtr. 2021**  
INTEREST BALANCE...\$240,371.49
  - **L02009/Cold Storage**  
PRINCIPAL BALANCE ...\$474,962.69 INTEREST BALANCE...\$1,025,118.15
- **IFA TOTAL PRINCIPAL BALANCE as of March 31, 2022...\$1,087,175.67**  
**IFA TOTAL ACCURED INTEREST as of June 30, 2021...\$3,148,768.01**
- **USDA Revenue Bond - \$130,120 paid November 6,2021 to USDA (79,895.12 to Principal)**  
**BALANCE...\$924,602.54**

## Other Notes Payable

- **Travelift - \$13,977.00 paid to m2Lease**  
**BALANCE...\$84,546.35**
- **2018 Genie Reach Forklift - \$4,394.13 paid to Umpqua Bank**  
**BALANCE...\$64,549.54**
- **RV Park Restroom & Improvement Loan - \$14,429.61 paid to Umpqua Bank**  
**BALANCE...\$636,505.94**

APPROXIMATE END OF MONTH BALANCES

# HARBORMASTER MONTHLY REPORT

**Date:** April 20th, 2022  
**Period:** March 2022  
**To:** Gary Dehlinger, Port Manager  
**Issued By:** Travis Webster, Harbormaster

## RV Park

Routine maintenance and checks were done daily. Gowman Electric came out to replace site 92 damaged pedestal. Other repairs included 110v and 30amp receptacle replacement and cable end barrel connectors. Staff began replacing fences in the partial hook ups, along with weed eating, mowing and weed pulling. Research is being done to increase our Wi-Fi system to better serve customers. We experience slow internet connections during our busy months due to high occupancy and the demand for internet usage.

## Occupancy Percent by Month & Year

	2019	2020*	2021	2022	Change from 2021	Forecast**
January	10.3	7.5	19	17	(2)	
February	7.3	16	23	26	3	
March	16.8	16.4	39	29	(10)	
April	13.5	0	27.5			15
May	26.4	5.7	43.1			19
June	39.9	71.1	59.5			24
July	61.3	84.7	85			38
August	60.8	70	77			25
September	45.4	51	64			7
October	25.4	68	34			
November	15.2	22	21			
December	8.5	15	11			
<b>Average</b>	<b>27.5</b>	<b>35.6</b>	<b>41.9</b>			

\* 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

OSMB did inspection on Port Sani Sailors. Inspection results had no repairs needed and all functions working properly. Staff made numerous trips to docks where sealions had been on docks. We tried building handrails and barricades to detour them with not much success. We also purchased dancing air blowers that did have a positive result. Port has relocated two vessels to alternate slips due to damage and accessibility issues with owners trying to get to their vessels. After the sealions move on, we will relocate those boats back to their slips. Other repairs included rub board replacement, dock tightening, and replacement of slip numbers on all new pedestals.

**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		
May	276	282	233		
June	303	697	759		
July	794	1095	826		
August	875	768	716		
September	350	583	713		
October	518	713	518		
November	352	109	70		
December	53	40	60		
<b>Totals</b>	<b>3,822</b>	<b>4,842</b>	<b>4,556</b>	<b>581</b>	<b>306</b>

**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	
May	6	3	7	
June	3	0	3	
July	1	5	0	
August	3	4	1	
September	3	3	1	
October	10	6	5	
November	3	9	13	
December	15	5	3	
<b>Totals</b>	<b>62</b>	<b>57</b>	<b>47</b>	<b>15</b>

**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	
May	13	9	5	
June	16	15	12	
July	15	14	7	
August	8	4	7	
September	7	6	8	
October	9	8	4	
November	8	5	12	
December	5	1	0	
<b>Totals</b>	<b>96</b>	<b>78</b>	<b>68</b>	<b>14</b>

### **Commercial Receiving Dock**

Quarterly dock inspections were completed on all receiving docks. Hallmark still has ongoing support piling issues. Jack Akin will be working with staff to determine survey points so that we can monitor the movement and structure of the dock. Pac Seafood area had some fender piles that were no longer secured to the old dock. Staff replaced cables were needed and retightened anything that was getting loose.

### **Commercial Retail Building**

Asphalt work was done around Slugs and Stones to eliminate the water that is going under the building. Sheriff's department reported a small roof leak in their offices. Staff tried to find the leak and added caulking in areas that looked like could be issues. Mowing and bush trimming in the common area was completed and timer lights were also adjusted for the longer days. All parking lot islands were either burnt with weed torch or sprayed with weed killer.

### **Maintenance Crew**

Maintenance completed 110 work orders throughout the port this month. Boats have been moved out of the boat storage by basin 2 and some relocated to the green building area. Tidewater construction will be grading and adding new rock to the basin 2 boat storage. After that is completed all boats in green building area will be moved to the other boat storage. Then Port can start preparing to ready the area for future crab pot storage during our FEMA project. Staff is doing a great job and works very hard to meet the needs of our users.

# PORT MANAGER

## MONTHLY REPORT

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**Date:** April 20, 2022  
**Period:** March 2022  
**To:** Honorable Board President and District Board Members  
**Issued By:** Gary Dehlinger, Port Manager

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The Port received great news from Congressman DeFazio, Senator Merkley and Senator Wyden that the Fiscal Year 2022 Omnibus spending bill text is officially filed and does include our project for wastewater treatment plant in the amount of \$3,500,000. President Biden signed the spending bill on March 15. The very next day, DeFazio's Office contacted the Port asking if the funding was enough to cover all the anticipated expenses. The Port had only a few hours to provide a revised number to have a chance at additional funding. Jack Akin provided a revised estimate. The status of additional funding request is unknown.

We continue to plan for FEMA project impacts to the existing gear storage areas and new problems with existing buildings and infrastructure. We have tested the stormwater at the Green Building site couple of times this month. The first test showed it failed aluminum benchmark and some copper detection. We took a second test from interior catch basin at the Green Building site and that test was under the State benchmarks, but still showed some aluminum detection. We continuing to work with Jack Akin on the boat yard warehouse. Jack is working on additional evaluations before giving the Port his recommendations.

RV Park remodeling project has developed unexpected issues regarding material availability and unknown electrical changes. Port staff continues to work with our architect/engineers, contractor and Coos Curry Electric to determine what needs to be done. More information is in the meeting packet for discussion.

Every five years USDA Rural Development conducts a civil rights compliance review and security inspection for the loan (\$2,000,000) the Port received in the year 2000 to rebuild Basin 1. Port staff completed pre-meeting survey and phone interview with USDA Community Programs Area Specialist. The site inspection is scheduled in early April.

We continue to attend "4<sup>th</sup> of the July Fireworks" meetings to offer our support and knowledge from past events to make sure the event runs as smoothly as it can.

Had a meeting with new event coordinator. On August 6 and 7 we are pleased to have Art on the Coast Festival. This event used to be held at the Port and they have decided to return.

Had meetings with Pacific Seafood regarding their temporary 900-J permit with ODEQ. ODEQ has not extended their temporary permit to allow their plant to operate this year. We have provided ODEQ the initial earmark approval for funding the project. Also scheduled a meeting with ODEQ for a pre-application process and to discuss our proposed plant. ODEQ permitting process typically takes 6 months to a year.

Had a meeting with U.S. Army Corps of Engineers about the location of the crab dock and the federal channel. USACE at first said the inner jetty belongs to the Port, but after further investigation documents were found that USACE does own and maintain the jetty. No documents were found that allows the crab dock ramp connection on the jetty. The Port will need to submit a form SF-299 for their approval to keep the ramp connection or submit a form 408 for their approval to remove the ramp and dock.

We have submitted an insurance claim to SDAO for the broken piling on O Dock. The claim is being reviewed by SDAO claim specialist. Port received three quotes to remove and install the broken pile.

Oregon Coast Visitor Association is planning on a community paddle on September 17 at 10am. They are showcasing various ports this year. Between 30 to 60 paddlers may show up. There will be no vendors or food stands, just a gathering of paddlers. They plan to notify the Coast Guard Station.



## 2021 Commissioner Meeting Review

#	Meeting Date	Action Item	Information Item	Commission Vote Approve / Fail / Hold	Notes	
1	Tuesday, January 11, 2022		Non-Moorage Charter Fees			
2			Port Best Management Practices Amendment			
3				Oregon State Marine Board Maintenance Assistance Grant (MAG) Grant Application		
4				ODEQ Tier 2 Corrective Actions and Notification to Gear Storage Users		
5				Pelican Bay Arts Association Request for 5-year Agreement		
6				POBH Employee Handbook 2022		
7				Business Oregon FEMA Matching for DR-4432 and DR-4452		
8				Sale of Business – Bounder Fresh Crab Consent to Assignment and Assumption of Lease		
9				North Jetty Access		
10				Stormwater Test Results for December 13, 2021		
11				Boardwalk Condition and Modifications		
12				Fuel Dock – Fuel Tank Control Box Repair and Protective Structure		
13				South Coast Credit Accounts		
14				Vessel Miss Stacey		
15				Financial Consultant Contract		
16				Curry County Sheriff Substation Office MOU		
17				Zola's on the Water Late-Night Activities		
18				SDAO Annual Conference 2022		
19				Blue Fin Realty Lease Renewal Amendment No. 1		
20				Hallmark Receiving Dock Condition		
21				4th of the July Fireworks		
22				Basin 1 Storm Damage to Vessels		
23				Mountain View Custom Cycles LLC and Rebel Ink Tattoo Studio LLC and Barber Shop Lease		
24				Tidewinds Sportfishing Request for Signage Space		
25				2022 SDIS Property / Casualty Insurance Renewal and Longevity Credit and Rate Lock Guarantee		
26	Wednesday, January 19, 2022	Best Management Practices Amendment		Approved		
27			Oregon State Marine Board Maintenance Assistance Grant (MAG) Grant Ap	Approved		
28			Notification to Gear Storage Users	Approved		
29			Pelican Bay Arts Association Request for 5-year Agreement	Approved		
30			POBH Employee Handbook 2022	Hold	Under Port Legal Counsel Review	
31			Sale of Business Bounder Crab Shack Consent to Assign. and Assum. of Lease	Approved		
32			North Jetty Access and Crab Dock Removal	Approved	Close Jetty Access and when remove dock when project warrants	
33			Boardwalk Condition and Modification	Approved	Separate damage section and extend handrailing	
34			CBN Enterprises	Approved	Allow Southern Oregon Credit Services / Collect Northwest to proceed with litigation	
35			Financial Consultant Contract	Approved		
36			Blue Fin Realty Lease Renewal Amendment No. 1	Approved		
37			Vessel Miss Stacey Update	Approved	Placing Lien on vessel, crab pots, gear and crab pot permit	
38				Budget Calendar for Fiscal Year 2022-23		
39				Tsunami January 15, 2022, Update		

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**2021 Commissioner Meeting Review**

#	Meeting Date	Action Item	Information Item	Commission Vote Approve / Fail / Hold	Notes
40	Friday, January 28, 2022	DEQ Tier 2 Corrective Action Report		Approved	
41			Moorage License Agreement -- Recommended Revisions		
42	Wednesday, February 16, 2022	Non-Moorage Charter Fees		Approved	
43		Budget Officer Appointment		Approved	Approved Kim Boom
44			Next Workshop Meeting Date		
45	Thursday, February 24, 2022		Vessel Miss Stacey		
46			Derelict Vessels		
47			Moorage License Agreement Revisions		
48			Port Rates July 1, 2022, to June 30, 2023		
49			Boat Yard Warehouse Condition		
50			Budget Committee Applications -- Selection Process		
51			Fuel Tank Control Box Protective Structure		
52			2022 Events at the Port		
53			RV Park Project Delay		
54			Delinquent Account Write Off Request		
55			Congressman DeFazio Earmark for WWTP Update		
56	Wednesday, March 16, 2022	Moorage License Agreement Revisions		Hold	Reviewing live-aboard and marine survey
57		Budget Committee Selection		Approved	Filled 3 vacancies
58		Delinquent Account Write Off Request		Approved	
59		Boat & Trailer Storage Area(s)		Approved	
60		Port Rates July 31, 2022 to June 30, 2023		Approved	
61		Commercial Fillet Station		Approved	
62		Port Manager Employment Agreement Amendment No. 2		Approved	
63			FEMA Project Update		
64			2022 Salmon Season Update		
65			Vessel Miss Stacey Update		
66			Stormwater Test Results		
67			Wastewater Treatment Plant		
68	Thursday, March 24, 2022	Special District Insurance Services Employee Health	Care Plan Renewal	Approved	
69		Budget Committee Members		Approved	Filled 1 vacancy
70		FEMA Project Preliminary Drawings & Update		Approved	

34

## **ACTION ITEM – A**

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**DATE:** April 20, 2022  
**RE:** Stout Mountain Railway Proposal  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Tony Parrish presented his proposal of a miniature railway display to the Board at the Special Meeting on April 4, 2022. Tony is requesting the place the display in front of Bell & Whistle grassy area of the courtyard. The display would be constructed and maintained by Stout Mountain Railway Club. It would be a permanent structure with an agreement between the Port and Stout Mountain Railway Club.
- If the Board accepts this proposal, Port staff would recommend the display be placed in the vicinity of Section 4 in the Port's Strategic Business Plan (near the concrete boardwalk area).

### DOCUMENTS

- Stout Mountain Railway Proposal, 3 pages
- Port Strategic Business Plan page 25 Map Opportunities, 1 page

### COMMISSIONERS ACTION

- **Recommended Motion Option 1:**  
Motion to approve Tony Parrish, Stout Mountain Railway Club, Port Line Railroad display at the location \_\_\_\_\_ in the Port. Authorize the Port Manager to develop an agreement to be approved by the Board prior to any construction of this project.
- **Recommended Motion Option 2:**  
Motion to decline the proposal from Tony Parrish, Stout Mountain Railway Club, Port Line Railroad display at the Port.

# Stout Mountain Railway

Playground of Imagination

Presents

# The Port Line Railroad

a New Garden Railway at the

# Port of Brookings-Harbor

Arriving Fall 2022

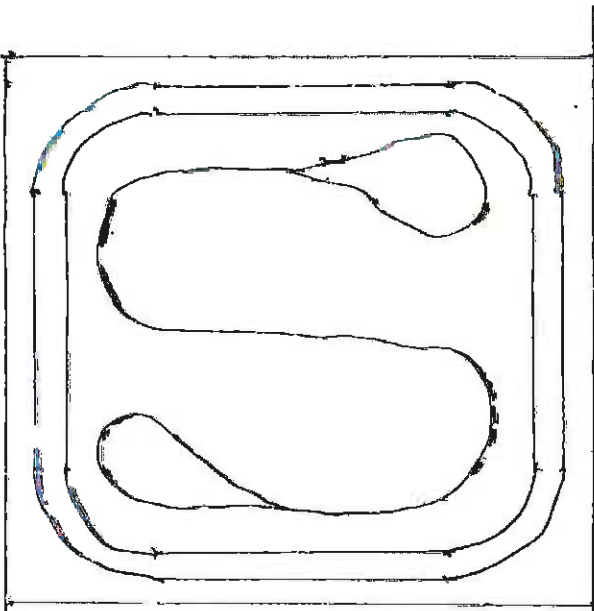


for more information contact

Tony Parrish 541-254-4296

The Stout Mountain Railway Club was formed to create a garden railway in Stout Park in the City of Brookings in 2007. The Club took the least desirable location in the city parks, a rocky knoll on the northeast corner of Stout Park. It was referred to as Smokers Hill. A popular hang out after school. The Club installed about 300 feet of track going around and thru the garden. We planted dwarf varieties of trees and plants to make the look complete. We run the trains free to the public about 5-6 times a year. The Eggspress and the Ghost Express are our most popular. We have an Armed Forces Train that we run either Armed Forces Day, Memorial Day, or July 4. During the Holidays we go inside at the Brookings-Harbor Shopping Center and display layouts in G, ON30, O, S, HO, N, and Z scales. Videos of all our events can be seen on the Stout Mountain Railway Channel on YouTube. Our funding comes from local businesses and individuals. We have buildings and train cars that you could put your name on. The Stout Mountain Railway is a non-profit covered under the umbrella of BACA, Brookings Area Council for the Arts.

The reason for creating a new garden railway is location, location, location. It would give us more opportunities to run the trains and more people to enjoy them. We haven't had a Pirate theme yet but we can. Location also helps in the design. Our backdrop is literally where the old log trains used to go. Using the grass area between the Bell and Whistle and the restrooms about 20 by 20. Make 2 outer parallel level loops in 10 and 9 diameter radius with powered track. Inside of those create a non-powered, battery only loop around a logging camp and one around the mill and connect with large "S" curves using trestle bridges when possible.



## **The Port Line Railroad**

### **Port of Brookings-Harbor**

Construction of the garden will be very different from Stout Park. In Stout Park we excavated by hand all the boulders we needed on site. And we used 2 layers of pressure treated 2 by 6's on pier block then back filled with pea gravel. It has held up for 15 years so far. At the Port we are starting with a level flat area. The base will be formed by a 10 yard load of crushed granite shaped. The track will rest on thin formed concrete base. An outdoor plug coming off of the lamp post is needed. Plants range from dwarf trees, ground covers, succulents, and bulbs. Rocks will be used for edging. Boulders will not be more than 100lbs. Construction should only take about 90 days. Garden maintenance is continuous. Water minimal.



Thank you

Tony Parrish

President Stout Mountain Railway Club

15950 Oceanview Dr.

Brookings, Oregon 97415

(541) 254-4296

[tonyparrish@frontier.com](mailto:tonyparrish@frontier.com)

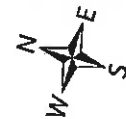
<https://youtu.be/g6ysulFfdP0> Ghost Express 6

- |  |  |                                     |                                  |
|--|--|-------------------------------------|----------------------------------|
| 1 Third Retail / Professional Building     | 5 Self-Storage Buildings                       | 9 Boat Yard Upgrade                 | Pedestrian Sidewalks             |
| 2 Professional / Sheriff / Port Offices    | 6 Receiving Dock Upgrades / Relocate Ice House | 10 Public – Private Partnership     | Round-Abouts Entryways           |
| 3 Boardwalk Expansion                      | 7 Port Wastewater Treatment Plant              | 11 RV Park Development/Improvements | Roads / Utility Easements        |
| 4 Public Parking / Boat Rinse / Playground | 8 Boat Shop Relocation                         | Facility Upgrades                   | Public / Private Partnership     |
|  |  | Public Amenities                    | Commercial / Marine Improvements |



## Port of Brookings Harbor – Project Opportunities

Curry County, Oregon | Concept Plan – Figure 4 | July 2020



## **ACTION ITEM – B**

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**DATE:** April 20, 2022  
**RE:** Tidewind Sportfishing Signage Request  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- The Board reviewed two requests from Tidewind Sportfishing for additional advertisement signage at the Port.
- The Board discussed installing signage for all charter and guide boats using this Port to have equal opportunity for advertisement since the new annual charter and guide boat fee was created. The sign design will be discussed later under the Information Item A.
- Tidewind Sportfishing also requested to turn their existing sign at an angle and adding another sign so that the signs can be seen from both directions on Lower Harbor Road. Tidewind Sportfishing lease for signage states:
  - **5. Sign.** Notwithstanding those terms agreed upon in the pre-rental agreement, no signs, awnings, antennas, or other apparatus shall be painted on or attached to the building or anything placed on any glass or woodwork of the premises or positioned as to be visible from the outside the premises without Landlord's written approval as to design, size, location, and color. All signs installed by Tenant shall comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware shall be removed upon termination of this lease with the sign location restored to its formal state unless Landlord elects to retain all or any portion thereof.
- Tidewind Tackle pre-rental agreement with the Port is attached for review. Section 4.1 Permitted Use discusses placement of signs on the rental premises.

### DOCUMENTS

- Tidewind Sportfishing Letter dated January 1, 2022, 1 page
- Tidewind Sportfishing Letter dated March 16, 2022, 2 pages
- Picture of existing sign to be added and placed at angle (Note: this sign was approved by prior management and not the Board), 1 page
- Current Tidewind Lease Agreement with Amendment No. 1, 12 pages
- Tidewind Tackle Lease Agreement, 8 pages
- Port Exterior Sign Code, 9 pages

### COMMISSIONERS ACTION

- **Recommended Motion Option 1:**  
Motion to approve adding and angling the existing Tidewind Sportfishing sign on Lower Harbor Road. No other signage will be allowed on Port property as requested from the letters dated January 1, 2022 or March 16, 2022.



- **Recommended Motion Option 2:**  
Motion to accept Tidewind Sportfishing sign proposal from March 16, 2022 and authorize the Port Manager to prepare a lease agreement for the spaces for Board approval.
- **Recommended Motion Option 3:**  
Motion to decline Tidewind Sportfishing sign proposal letters dated January 1, 2022 and March 16, 2022.



**Tidewind Sportfishing**

16340 Lower Harbor  
Rd.#116  
Brookings, OR 97415

Phone: (541)469-0337  
scoastsportfishing@yahoo.com

RECEIVED

**Port of Brookings- Harbor**

16330 Lower Harbor Rd  
Brookings, OR 975415

JAN 10 2022

PM Q HM TJ  
MA \_\_\_\_\_ FO KJS

**To Whom it may concern:**

**1 January 2022**

We are coming up the the 2022 Charter Season for Tidewind Sportfishing and would like to make a request for more visible signage on the road side next to the Port and Boardwalk of Brookings-Harbor. We have noticed a lack of visibility for our prior and future clients when it comes to our shop location and would like to make our business more noticeable from the entrances on both sides of the Port.

Our request would be two pieces of land to lease where we could erect a Large Sign, on each, promoting not only Tidewind Sportfishing but also the Boardwalk of Brookings-Harbor. They would also have Solar lights installed to keep them visible throughout the night.

Upon request we can have a mock up sign made with requested locations to give a visual projection of what they would look like.

We are excited to further grow and optimize within the Port of Bookings and our community. Thank you for all your help and consideration on this matter.

Kyle Aubin  
Owner and Operator

Tidewind Sportfishing  
16350 Lower Harbor Rd Ste 201  
Brookings, OR 97415  
(541)469-0337  
scoastsportfishing@yahoo.com  
Tidewindsportfishing.com



MARCH 16, 2022

To the Commission Board of the Port of Brookings-Harbor:

We at Tidewind Sportfishing are requesting additional signage in the Port for our business. Due to the physical location of our store, there is limited to no visibility of our storefront. This has an impact on our current and future clients being able to find us.

On the attached picture we have several locations that we would like to put large signs to direct clients down to our location. Not only would we promote Tidewinds, but the whole Boardwalk location and the Port itself. We are willing to lease the small pieces of land to place signage and will be using solar lighting to keep the signs visible. The artwork for the signs is still in discussion at this time. We would like something clean, precise and professional, with full visibility from the road for anyone driving to see clearly.

Thank you for putting this request into consideration and we are excited to move forward with this as soon as possible before the summer season is in full swing this year.

Kyle Aubin

Owner/Operator



Proposed sites for Tidewind Sports Fishing Signs

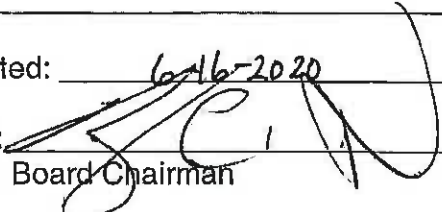
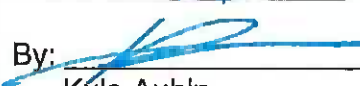
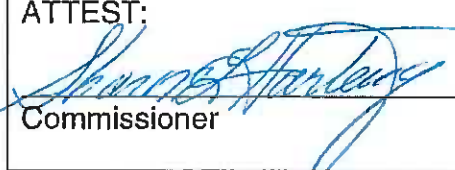


**COMMERCIAL LEASE AGREEMENT  
AMENDMENT NO. 1**

This lease amendment ("Amendment") is entered into by and between the Port of Brookings Harbor ("Landlord") and Kyle Aubin DBA Tidewinds Sportfishing ("Tenant") to amend the terms of the commercial lease dated June 1, 2015 ("Lease").

1. **WAIVER.** Landlord waives Tenant's default for failing to provide at least 90 days' advance written notice of Tenant's intent to exercise its option to extend the Lease term for an additional five years as required by the Lease. This is not an express or implied waiver of Tenant's obligation to fulfill the same Lease provision in the future or any other Lease provision during the term of the Lease.
2. **TERM.** The waiver of the default by Landlord results in a five-year extension to the term of the Lease for the period June 1, 2020 through May 31, 2025.
3. **CREDITS.** Tenant has been paid in full with account credits and cash in the amount of \$18,000 as the purchase price for the building as agreed under the agreement executed April 10, 2015 between the parties regarding lease terms.
4. **REPLACEMENT SPACE.** Landlord has not yet constructed replacement space as forecasted in the agreement executed April 10, 2015 between the parties regarding lease terms. Tenant waives any express or implied obligation on the part of the Landlord to construct said replacement space.
5. **OTHER TERMS AND CONDITIONS.** All other terms and conditions of the original Lease agreement, which includes the terms of the agreement executed April 10, 2015 between the parties regarding lease terms, remain in full force and effect and remain unaffected hereby.
6. **EFFECTIVE DATE.** This Amendment shall be effective as of June 1, 2020.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date last below written at Curry County, Oregon.

<p><b>PORT OF BROOKINGS-HARBOR, Landlord</b></p>	<p><b>KYLE AUBIN DBA TIDEWINDS SPORTFISHING, Tenant</b></p>
<p>Dated: <u>6-16-2020</u></p>	<p>Dated: <u>6-20-20</u></p>
<p>By:  Board Chairman</p>	<p>By:  Kyle Aubin</p>
<p>ATTEST:  Commissioner</p>	

## LEASE

This lease is made and entered into at Brookings, Oregon this 1<sup>st</sup> day of June 2015, by and between the Port of Brookings Harbor (the Landlord) and Kyle Aubin (the Tenant) dba as Tidewinds Sportfishing.

Landlord hereby leases to Tenant, as the sole Charter Boat Operator in the Port's Retail Center and Launch Lot, approximately 735 square-feet of commercial retail space, (the Premises), located at 16350 Lower Harbor Road, Suite 201, Brookings, Oregon for a term commencing June 1, 2015 and continuing through May 31, 2020; at a Base Rental of \$668.85 (U.S.) per month payable in advance on the first day of each month, as per the terms of the pre-rental agreement. Landlord grants to Tenant the option to lease said retail space for up to three additional five (5) year terms for up to a total of twenty (20) years under these same terms, provided 1) Tenant is not in default; 2) Landlord does not need the space for its own use; 3) Landlord is otherwise satisfied with Tenant's use of retail space in the previous term.

Tenant shall notify the Landlord in writing ninety (90) days prior to expiration of the lease of tenant's intent to exercise any option or to not 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 Premises with or without process of law.

Landlord and Tenant covenant and agree as follows:

- 1. Rent Payment.** Tenant shall pay the base rent for the leased Premises and any additional rent provided herein without deduction or offset. Base rent shall increase annually, on each anniversary of the lease commencement for the second and each subsequent year in the same percentage of increase as the Consumer Price Index – all items – Western Urban Index for the previous twelve months. Base rent shall include all prior percentage increases. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant occupies the Premises. Additional rent means any other sums payable by Tenant to Landlord under this lease. At the end of the Lease agreement, a new Base Rent will be established. Rent not paid when due shall bear an automatic \$35.00 late fee each month if not paid by the 10<sup>th</sup> of the month due.
- 2. Lease Consideration/Security Deposit.** Upon execution of the lease, Tenant shall pay base rent for the first full month of the lease term for which rent is payable. The sum of \$668.85 paid as lease consideration for the contiguous 735 square foot building space, shall serve as lease consideration for this space as well. Landlord may apply one month's rent as lease consideration to pay the cost of performing any obligation which Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the lease consideration is applied by the Landlord, Tenant shall on demand pay the sum necessary to replenish the lease consideration to its original amount. To the

extent not applied by Landlord to cure defaults by Tenant, the lease consideration shall be returned to Tenant upon termination of lease, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the term.

3. **Use.** Tenant shall use the premises as a retail for boat & marine products, fishing licenses, charter services, and public information and for no other purpose without Landlord's written consent. In connection with its use, Tenant shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority and not annoy, obstruct or interfere with the rights of other tenants of the Building. Tenant, or its licensees, employees, or invitees, shall not create, maintain or permit any nuisance or allow any objectionable fumes, noise, or vibrations to be emitted from the Premises. Tenant shall not conduct any activities that will increase Landlord's insurance rates for any portion of the Building or that will in any manner degrade or damage the reputation of the Building.
4. **Equipment.** Tenant shall install in leased Premises only such *equipment as is customary for retail use* and shall not overload the floors or electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building, except as reasonably necessary to install additional telephone and electrical lines. Landlord must approve in advance the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any additional air conditioning required because of heat generating equipment or special lighting installed by Tenant shall be installed and operated at Tenant's expense.
5. **Sign.** Notwithstanding those terms agreed upon in the pre-rental agreement, no signs, awnings, antennas, or other apparatus shall be painted on or attached to the building or anything placed on any glass or woodwork of the premises or positioned as to be visible from the outside the premises without Landlord's written approval as to design, size, location, and color. All signs installed by Tenant shall comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware shall be removed upon termination of this lease with the sign location restored to its formal state unless Landlord elects to retain all or any portion thereof.
6. **Utilities and Services.** *Landlord shall furnish all utilities up to the Premises.* Tenant will maintain regular business hours, except holidays. Janitorial service for the common areas will be provided in accordance with the regular schedule of the Building, which schedule and service may change from time to time. Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Premises. Interruption, limitation, curtailment, or rationing of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease, but Landlord shall take all reasonable steps to correct any interruption in service. Electrical service



furnished will be 110 volts unless different service already exists in the Premises. Tenant will pay all his own utility bills.

7. **Extra Usage.** If Tenant uses excessive amounts of utilities or services of any kind because of operation outside of normal Building hours, high demands from office machinery and equipment, nonstandard lighting, or any other cause, Landlord may impose a reasonable charge for supplying such extra utilities services, which charge shall be payable monthly by Tenant in conjunction with rent payments. In case of dispute over any extra charge under this paragraph, Landlord and Tenant by mutual agreement shall designate a qualified independent engineer whose decision shall be conclusive on both parties. Landlord and Tenant shall each pay one-half of the cost of such determination.

8. **Maintenance and Repair.**

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 Premises and every part thereof in good condition and repair; ordinary wear and tear and damage to the Premises by earthquake, act of God, or the elements excepted. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Premises or any part thereof, except as hereinafter listed. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord shall have no liability for interference with Tenant's use because of repairs and installations. Tenant shall 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 otherwise eviction of Tenant. Repair of damage caused by negligent or intentional acts or breach by this lease by Tenant, its employees or invitees shall be at Tenant's expense.

b. **Landlord's Obligations.** The following shall be the responsibility of Landlord:

- (1) Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, floor slabs, and foundation.
- (2) Repair of sidewalks, driveways, curbs, parking areas, and areas used in common by Tenant and Landlord or Tenants of other portions of the same building.
- (3) Repair and maintenance of existing exterior water, sewage, gas and electrical services up the point of entry to the leased Premises.
- (4) Repair of the heating system other than ordinary maintenance.

c. **Tenant's Obligations.** The following shall be the responsibility of Tenant:

- (1) Except for defects in installation, for the whole lease term, repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, and wiring and plumbing from the point of entry to the Premises.
  - (2) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 13 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 8.b.
  - (3) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations of any public authority.
  - (4) All other repairs to the premises which Landlord is not required to make under Section 8.b.
  - (5) If Tenant fails to perform Tenant's obligations under this paragraph 8.c or under any other paragraph of this Lease, Landlord may enter upon the Premises after ten (10) days' prior written notice to Lessee (except in case of emergency, in which no notice shall be required), perform such obligations on Tenant's behalf and put the Premises in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law shall be due and payable as additional rent to Landlord together with Tenant's next Base Rent installment.
  - (6) On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the 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 Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices. Tenant shall repair any damage to the Premises otherwise stated in this Lease. Tenant shall leave the air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing and fencing on the Premises in good operating condition.
9. **Alterations.** Tenant shall not make any alterations, additions, or improvements to the premises, change the color of the interior, or install any wall or floor covering without landlord's prior written consent. Any such additions, alterations, or improvements, except for removable machinery and unattached movable trade fixtures, and approved additions shall at once become part of the realty and belong to the Landlord. Landlord may at its option require that tenant remove any alterations and restore the premises to the original condition upon termination of this lease. Landlord shall have the right to approve the contractor used by Tenant for any work in the premises, and to post notices of non-responsibility in connection with any work being performed by Tenant in the Premises.

10. **Indemnity.** Tenant shall not allow any liens to attach to the Building or Tenant's interest in the 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 his sole discretion of requiring Tenant to post a Surety Bond within ten (10) days at Tenant's expense or to pay and discharge the lien, and Tenant agrees to reimburse Landlord promptly upon demand. These Landlord remedies are not exclusive as Landlord has other remedies as provided by law including requiring Tenant to pay for Landlord's attorney fees and costs relating to any such lien. 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 Premises and/or the Building arising at any time and from any cause whatsoever than solely by reason of the negligence or willful act of Landlord, its officers, employees, or agents. Tenant shall hold Landlord harmless from and defend Landlord against 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 Premises or any part thereof arising at any time and from any cause whatsoever other than solely by reason of the negligence or willful act of Landlord, its officers, employees, or agents; or (b) occurring in, on, or about any part of the Building other than the Premises when such damage, injury, illness, or death shall be caused in whole or in part by the act, neglect, omission, or fault of Tenant, its agents, servants, employees, invitees, or licensees (including, without limitation, when such damage, injury, illness, or death shall have been caused in part by Landlord, its officers, employees, or agents.) Landlord shall have no liability to Tenant because of loss or damage caused by the acts or omissions of other tenants of the Building, or by third parties. The provisions of this paragraph shall survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

11. **Insurance.** Tenant shall carry liability insurance and fire insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage, which insurance shall have an endorsement naming Landlord and Landlord's agent, if any, as additional insured and additional loss payee and covering the liability insured under Paragraph 11 of this Lease. Tenant shall furnish a certificate evidencing such insurance which shall state that the coverage shall not be cancelled or materially changed without ten (10) days advance notice to Landlord and Landlord's agent, if any, and a renewal certificate shall be furnished at lease ten (10) days prior to expiration of any policy. Tenant shall be responsible to Landlord, and shall reimburse and hold Landlord harmless for any bodily injury, fire, or property damage not covered by insurance.

12. **Exemption of Landlord from Liability.** Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invites, customers, or any other person in or about the Premises or the Port, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or

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results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Port, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other Tenant, occupant or user of the Port, nor from the failure of Landlord to enforce the provisions of any other lease of the Port.

13. **Major Damage.** Major damage means damage by fire or other casualty to the Building or Premises that causes the Premises or any substantial portion of the Building to be unusable, or which will cost more than twenty-five percent (25%) of the pre-damage value of the Building to repair, or which is not covered by insurance. In case of major damage, Landlord or Tenant may elect to terminate this lease by notice in writing to the other party within thirty (30) days after such date. If this lease is not terminated following major damage, or if damage occurs that is not major damage, Landlord shall promptly restore the 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 in costs thereof, shall be the responsibility of the Tenant. Rent shall be reduced from the date of damage until the date restoration work being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Premises not useable by Tenant.
14. **Waiver of Subrogation.** Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises and any alterations or Tenant improvements it has made to the Premises. Neither Landlord nor Tenant shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claims by one party's insurance carrier against the other party arising out of any such loss.
15. **Eminent Domain.** If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Building or a portion sufficient to render the Premises unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that possession is taken by the condemning authority; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Premises taken shall be of such extent and nature as to substantially handicap, impede, or impair Tenant's use of the balance of the Premises. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord, and Tenant shall have no claims against Landlord or the condemnation award because of the taking.

16. **Assignment and Subletting.** This lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant shall not assign its interest under this lease or sublet all or any portion of the Premises without first obtaining Landlord's consent in writing. This provision shall apply to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this lease and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Landlord shall not unreasonably withhold its consent to any assignment, or to subletting provided the subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the Building for comparable space and the proposed Tenant has been approved by Landlord in writing. A new base rent may be established for the remainder of the lease at the sole option of the Landlord. If Tenant proposes a subletting or assignment to which Landlord is required to consent under this paragraph, Landlord shall have the option of terminating this lease and dealing directly with the proposed sub-tenant or assignee, or any third party. If an assignment or subletting is permitted, any cash profit, or the net value of any other consideration received by Tenant as a result of such transaction shall be paid to Landlord promptly following its receipt by Tenant. Tenant shall pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney fees.
17. **Parking.** Landlord reserves the right to reassign the 4 parking spaces provided to Tenant at anytime during the period of this lease with thirty (30) days written notice to Tenant.
18. **Default.** Any of the following shall constitute a default by Tenant under this lease:
- a. Tenant's failure to pay rent or any other charge under this lease within ten (10) days after its due, or failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this lease.
  - b. 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.
  - c. Assignment or subletting by Tenant in violation of Paragraph 16 above.
  - d. Vacation or abandonment of Premises without the written consent of Landlord.
  - e. If this Lease is levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days.

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

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

20. **Regulations.** Landlord shall have the right (but shall not be obligated) to make, revise, and enforce regulations or policies consistent with this lease for the purpose of promoting safety, order, economy, cleanliness, and good service to all Tenants of the Building. All such regulations and policies shall be complied with as if part of this lease.

21. **Access.** During times other than normal Building 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 Building. Landlord shall have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord shall have the right to enter upon the 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 Building or the

Premises, or to show the Premises to any prospective tenant or purchasers. Except in case of emergency such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by Tenant.

22. **Furniture and Bulky Articles.** Tenant shall move furniture and bulky articles in and out of the Building or make independent use of the elevators only at times approved by Landlord following at least twenty-four (24) hours written notice to Landlord of the intended move. Landlord will not unreasonably withhold its consent under this paragraph.
23. **Notices.** Notices to the parties relating to the lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Premises. Rent shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.
24. **Subordination.** This lease shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Building. At Landlord's option this lease shall be subject and subordinate to any future encumbrance hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.
25. **Transfer of Building.** If the Building is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the Landlord under this lease, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.
26. **Estoppel.** Either party will within twenty (20) days after notice from the other execute, acknowledge and deliver to the other party a certificate whether or not this lease has been modified and is in full force and effect, whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance or any ground lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this lease. Unresolved good faith disputes between Landlord and Tenant shall be resolved pursuant to mandatory binding arbitration.

27. **Attorney's Fees.** In any litigation or arbitration arising out of this lease, the prevailing party shall be entitled to recover attorney fees at trial, on any appeal, or in any other proceeding.
28. **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all terms of this lease, it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord. Landlord shall have no liability to Tenant for loss or damages arising out of the acts of other tenants of the Building or third parties, nor any liability for any reason which exceeds the value of its interest in the Building.
29. **Complete Agreement.** This lease and the attached Addenda and floor plan, if any, 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 agreement must be in writing and signed by both parties.
30. **Nonwaiver.** Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
31. **Real Property Taxes.**
- a. **Payment of Taxes.** Tenant shall pay the real property tax, as defined in paragraph 31.c, applicable to Tenant's portion of the Port as represented by the Lease.
  - b. **Additional Improvements.** Tenant shall be responsible for paying Tenant's share of any increase in real property tax specified in the Tax Assessor's records and work sheets as being caused by additional improvements placed upon the Port by other Tenants or by Landlord for the exclusive enjoyment of such other Tenants.
  - c. **Definition of "Real Property Tax".** As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.
32. **Severability.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions herein.



33. **Time of Essence.** Time is of the essence with respect to the obligations to be performed under this Lease.

34. **Security Measurers.** Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the tenant, Premises or the Port. Tenant assumes all responsibility for the protection of Tenant, its agents, and invitees and the property of Tenant from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option from providing security protection for the Port or any part thereof.

35. This Lease is not subject to any implied warranties, but is leased "as is".

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

LANDLORD:  
Port of Brookings Harbor

By: 

Name: Roy Davis

Title: Chairman      Date:

TENANT:  
Tidewinds Sportfishing

By: 

Name: Kyle Aubin

Title: Owner      Date:

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_


Phone No. 541-469-0337

**Agreement Between Port of Brookings Harbor and Kyle Aubin dba Tidewinds Charters Regarding Lease Terms**

1. Tidewinds Charters is the sole large-scale and longest-running charter business in the Port of Brookings, and in fact has arguably the largest fleet on the Oregon Coast. The business attracts substantial traffic to the Port of Brookings harbor and the surrounding community. Further, all three vessels are based in Brookings year-round and utilize all port infrastructure for fuel, ice and necessary repairs.
2. Tidewinds proposes to occupy that retail space of approximately 640 square feet formerly occupied by "Seadog Marine," to carry on its businesses of charter fishing and bait and tackle sales, which businesses are currently ongoing within structures located on port property but owned by Kyle Aubin.
3. Term of the lease is five years with three successive options to extend for a period of five years each, or a total of twenty years. Lease is subject to normal provisions of port leases otherwise, including the normal escalation factor used in port leases, based on cost-of-living increases in that region or area determined to most closely align with economic activity of Southern Curry County, Oregon.
4. Tidewinds and the Port agree and acknowledge that this lease agreement is materially conditioned on certain covenants and warranties made by the parties: specifically that because Tidewinds Charters currently owns its own buildings and is paying a fixed rental for ground lease only. It is to the benefit of the Port, and in accordance with the tasks set out in its current strategic plan, to terminate certain long-term leases as described above to allow the planning and development of future retail space in accordance with said strategic plan.
5. Therefore, in return for the promise to enter into the above-described long-term lease with the Port, Tidewinds Charters agrees to sell, in return for diminished rent, the above-described building for a purchase price of \$18,000.00.
6. The Port agrees to immediately demolish the buildings upon Tidewinds' occupation of the new space, and not rent said real property locations or within that retail facility that Tidewinds is occupying to any business that is in competition or could be deemed to be in competition with Tidewinds' businesses. This shall be considered a material term of this agreement.
7. The Port promises to credit Kyle Aubin dba Tidewinds Charters for this purchase price in the following manner: Initial rent for the new space rent will be \$672.00 per month, with \$600.00 per month to be paid by Aubin in cash and the remainder to be deducted from the purchase credit in his account. Said credits shall at any time be applicable, at the sole discretion of Aubin, against current amounts due to the Port of Brookings Harbor and ultimately as credits for port-constructed tenant improvements for replacement space when constructed by the Port of Brookings Harbor. Said replacement space is forecast to be constructed, for purposes of this agreement within five years and shall be deemed a material part of this agreement. In other words, if a material term of this agreement is breached by the Port, Kyle Aubin dba Tidewinds

Charters shall be entitled to terminate his agreement with the Port and be fully reimbursed for the unpaid credit remaining at the time of such breach.

Signed and Agreed this 10<sup>th</sup> <sup>April</sup> day of 2015 between

A handwritten signature in black ink, appearing to be 'KA', written over a horizontal line.

Kyle Aubin dba Tidewinds Charters

A handwritten signature in black ink, appearing to be 'TF', written over a horizontal line.

Ted Fitzgerald, Manager, Port of Brookings Harbor

**COMMERCIAL LEASE**

DATED April 1, 2013

BETWEEN Port of Brookings Harbor, a Municipal Corporation of the State of Oregon, P.O. Box 848 Brookings, OR 97415 **LANDLORD**

AND: Tidewind Tackle Kyle David Aubin P.O. 2477 Harbor, OR 97415 **TENANT**

Landlord leases to Tenant 616 square feet of ground, located at 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, 2013 and continue through March 31, 2016. Landlord grants to Tenant the option to lease said ground for Five (5) additional years at the same terms and conditions as this original lease. If Tenant wishes to exercise this option, Tenant shall notify Landlord in writing 90 days prior to the expiration of this lease

**1.2 Possession.** Tenant's right to possession and obligations under the lease shall commence on April 1, 2013 or on such later date as the premises are available for possession by Tenant if possession is not given on the opening day of the term.

**SECTION 2. RENT**

**2.1 Basic Rent.** Tenant shall pay to Landlord as rent the sum of \$296.99 per month. Rent shall be payable on the first day of each month in advance at such place as may be designated by Landlord. A late charge of \$35.00 dollars due for monthly rent paid after 10<sup>th</sup> of month due.

**2.2 Additional Rent.** All taxes, insurance costs, utility charges which Tenant is required to pay by this lease shall be additional rent.

**2.3 Escalation.**

(a) The basic rent provided in paragraph 2.1 shall be adjusted for each lease year after the base year by a percentage determined as provided below. The base year is the 12-month period commencing with the first full month during which this lease is in effect. Lease years thereafter shall be each corresponding 12 month period during the term of this lease.

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Date 1-5-2013

(b) The basic rent provided in paragraph 2.1 shall be increased or decreased in the month of June of each year by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor statistics. Comparisons shall be made using the index entitled U.S. city Average - All Urban Consumers. The change shall be determined by comparison of the figure for June 1 of the beginning year with that of June 1 of each succeeding year. In no event, however, shall basic rent be reduced below that payable during the first year of this lease.

### SECTION 3. CONTINUOUS BUSINESS

**3.1** Tenant shall occupy the leased premises continuously for the purpose stated in this lease and carry on business during the hours customary in comparable businesses similarly situated with adequate inventory and personnel and further defined in section 4.1.

**3.2 No Partnership.** 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 retail sales and offices and for no other purpose. The business must maintain minimum daily, weekly, and special periods for customer access.

Lessee may elect to have customer access for additional periods to the Lessor's minimum standards.

Lessee must place a sign visible to customers at all premises entrances that explain the current conditions for customer access. Lessee shall ensure the sign is maintained so that the public is immediately informed as to whether the business is open or closed for customer access.

#### 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, regardless of when they become effective. These include, without limitation, all Port regulations, including but not limited to ARC rules, any laws requiring alteration of the premises because of Tenant's specific use, and all applicable federal, state, and local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials (as hereinafter defined), waste disposal, air emissions, and other environmental matters, all zoning and other land use matters, and utility availability, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to the use or occupation of premises.

(b) 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.

(c) Tenant shall have two parking spaces in front of Building located at 16367 Lower Harbor Road Brookings, OR 97415 and have additional unassigned parking availability for Customers in contiguous parking lot

**SECTION 5. REPAIRS AND MAINTENANCE**

**5.1 Landlord's Obligations.** The following shall be the responsibility of the Landlord:

(a) Repair of sidewalks, driveways, curbs, parking areas, and areas used in common by Tenant and Landlord.

(b) Repair and maintenance of exterior water, sewage, gas, and electrical services up to the point of entry to the leased premises.

**5.2 Tenant's Obligations.** The following shall be the responsibility of Tenant:

(a) Repair of walls, ceiling, doors and windows and related hardware, light fixtures, switches, and wiring and plumbing from the point of entry to the premises.

(b) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in paragraph 7.2 dealing with waiver of subrogation.

(c) Maintenance of the heating and air conditioning systems.

(d) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in 4.2 above.

**5.3 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.

**5.4 Reimbursement for Repairs Assumed.** If Tenant fails or refuses to make repairs, which are required by section 5, the landlord may make the repairs and charge actual costs of repairs to the first party. Such expenditures by Landlord shall be reimbursed by Tenant on demand together with interest at the rate of 9% percent per annum from the date of expenditure by Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs which are the obligation of the other party and charge the other party for the resulting expense unless at least 10 days before work is commenced the defaulting party is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.

**5.5 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 6. ALTERATIONS**

**6.1 Alterations Prohibited.** Tenant shall make no improvements or alterations to the leased ground of any kind without first obtaining Landlord's written consent. All modifications and improvements to the structure located at 16367 Lower Harbor Road Brookings, OR 97415, to be in accordance with Section 4.2 of this lease. Furthermore, all improvements or modifications made to

Building only located at 16367 Lower Harbor Road Brookings, OR 97415 to remain personal property of Tenant.

**6.2 Ownership of Alterations.** All improvements and alterations performed on the leased ground by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise.

**6.3 Disposition of Building upon Termination of Lease.** Landlord may at it's option require that the Tenant remove the Building upon expiration of this lease.

## SECTION 7. INSURANCE

**7.1 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 but shall not be required to insure.

**7.2 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 8. TAXES

**8.1 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.

**8.2 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.

## SECTION 9. DAMAGE

**9.1 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 10. LIABILITY AND INDEMNITY

### 10.1 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 10 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.

**10.2 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.

**10.3 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 \$1,000,000.00 for injury to one person, \$1,000,000.00 for injury to two or more persons in one occurrence, and \$1,000,000.00 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 (whether or not related to an occurrence caused or contributed to by Landlord's negligence), shall protect Tenant against the claims of Landlord 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. Tenant shall name Port as co-insured on liability insurance policy.

## **SECTION 11. QUIET ENJOYMENT; MORTGAGE PRIORITY**

**11.1 Landlord's Warranty.** Landlord warrants that it is the owner of the leased ground and has the right to lease this parcel free of all encumbrances except those of record. 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 12. ASSIGNMENT AND SUBLEASE**

This Lease binds and inure to the benefit of the parties. By a written request for assignment or subletting by the Tenant, assignment of this lease is subject to Port Authority approval, which decision will not be reasonably withheld in a timely fashion. No part of the leased ground 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.

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.

## **SECTION 13. DEFAULT**

5 COMMERCIAL LEASE

Initial           / R A  
Date           / 5-27



The following shall be events of default:

**13.1 Default in Rent.** Failure of Tenant to pay any rent within 10 days after it is due.

**13.2 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 ) 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.

**13.3 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 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.

**13.4 Abandonment.** Failure of Tenant for 30 days or more to occupy the property for one or more of the purposes permitted under this lease unless such failure is excused under other provisions of this lease shall be an abandonment of the property.

## SECTION 14. REMEDIES ON DEFAULT

**14.1 Termination.** In the event of a default as described above, Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to other remedies provided under applicable law.

(a) Landlord may terminate the lease and retake possession of the leased premises. Following such retaking of possession, Tenant shall remove Building.

(b) Landlord may recover all damages caused by Tenants default which shall included an amount equal to rentals lost because of the default and all attorney fees and costs. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently occurring.

(c) Landlord may make any payment or perform any obligation which Tenant has failed to perform, in which case Landlord shall be entitled to recover from Tenant upon demand all amounts so expended plus interest from the date of the expenditure at the rate of (.75) per month. Any such payment or performance by Landlord shall not waive Tenants Default.

**14.2 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.

**14.3 Remedies Cumulative.** The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

**SECTION 15. SURRENDER AT EXPIRATION**

**15.1 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.

(b) If a month-to-month tenancy results from a holdover by Tenant under this paragraph, 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 16. MISCELLANEOUS**

**16.1 Non-waiver**

Waiver by either part 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.

**16.2 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.

**16.3 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.

**16.4 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.

**16.5 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 10 percent annum from the date of expenditure by Landlord.

**16.6 Entry for Inspection.** Landlord shall have the right to enter upon the premises at any time to determine Tenant's compliance with this lease 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 of the premises.

**16.7 Interest on Rent and Other Charges.** Any rent or other payment required of Tenant by this lease, if not paid within 10 days after it is due, shall bear a late charge of \$35.00

**16.8 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.

**16.9 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

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Date 5-28

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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: [Signature]  
Chairman

By: [Signature]  
Secretary/Treasurer

TENANT:

Kyle David Aubin

[Signature]  
Kyle David Aubin DBA Tidewind Tackle

Date 5-28-13

RESOLUTION NO. 275

A Resolution of the Port of Brookings Harbor  
the Exterior Sign Code

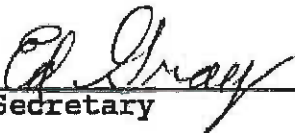
WHEREAS, the Port of Brookings Harbor Board of Commissioners has determined that a uniform exterior sign code is necessary to promote the safety, welfare, and aesthetic well-being of property owned by and rented by the Port of Brookings Harbor to various tenants,

NOW, THEREFORE, IT IS HEREBY RESOLVED:

That the Exterior Sign Code attached hereto and incorporated by reference herein, shall constitute the applicable law for the erection, maintenance, and removal of signs existing in connection with Port of Brookings Harbor real property.

ADOPTED by the Port of Brookings Harbor Board of Commissioners on the 19th day of March, 1996.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

# PORT OF BROOKINGS/HARBOR EXTERIOR SIGN CODE

## SECTIONS:

- 10 DEFINITIONS
- 20 PURPOSE
- 30 APPLICATION
- 40 THEME
- 50 CRITERIA
- 60 EXEMPT SIGNS
- 70 SIGNS EXPRESSLY PROHIBITED
- 80 NON CONFORMING SIGNS
- 90 TERMINATION OF SIGNS BY ABANDONMENT
- 100 VARIANCES
- 110 APPEALS

**10 DEFINITIONS.** The following definitions apply to material and subjects addressed specifically within.

**ALTER** - Any changes excluding content, and including but not limited to size, shape, method of illumination, position, location, materials, construction, or supporting of a sign.

**ARC** - Architectural Review Committee

**BENCH SIGN** - A sign placed on a bench and not attached to any building.

**BUSINESS** - A commercial or industrial enterprise.

**CONTINUOUS STRING DEVICES** - A series of flags, banners, pennants other devices designed to move in the wind, that are attached along a string, wire or cable.

**EXTERIOR SIGNS** - Signs that are attached to the exteriors of a building or to transparent surfaces such as glass doors or windows so as to be visible from outside the building, or any other sign visible from outside the building.

**FACADE** - The front of a building as determined by the customer entrance, from the ground or street level to the roof line or top of the marquee, whichever is higher.

**FIXED BALLOON** - Any lighter-than-air device attached by a rope or tether to a fixed place.

**FREE STANDING SIGN** - A sign erected on a frame or poles and not attached to any building.

**GRAPHICS** - Art work and/or lettering.

**LETTER BOARD** - See **READER BOARD**

**MARQUEE** - A non-movable roof-like structure which is self draining.

**NON CONFORMING SIGN** - All signs existing on the effective date of this code that do not conform with the provisions of this code.

**PILING** - A structure of pieces of timber or material having the appearance of timber, placed in the ground to carry a vertical load.

**PORT** - The Port of Brookings/Harbor and/or the Port commissioners, manager and designated representatives.

**PREMISES** - Leased property on which the business operates.

**PUBLIC AREA** - Any area designated for use by the port as a right-of-way, walkway, boardwalk, rest area, driveway, roadway, or other use that is intended to be clear of obstructions.

**READER BOARD** - A sign with changeable letters by either electronic or manual means.

**SANDWICH BOARD** - A one or two sided A frame type sign that is not fastened to the ground or any structure.

**SIGN** - Any notice or advertisement, pictorial or otherwise, including the supporting structure, used as an outdoor display for the purpose of advertising a business along with its goods and services.

**SIGNAGE** - Any sign or combination of signs used by a business.

**SIGN, PUBLIC** - A sign erected by a public officer or employee in the performance of a public duty which shall include, but not be limited to, motorist, informational signs and warning lights. Signs on public buildings and/or giving direction to public facilities.

**WALL GRAPHICS** - Included but not limited to any mosaic, mural or painting or graphic art technique or combination or grouping of mosaics, murals, or paintings or graphic art techniques, applied, implanted or placed directly onto a wall or fence.

**WIND SIGN OR DEVICE** - Any sign or device in the nature of banners, flags, balloons, or other object fastened in such a manner as to move upon being subject to pressure by wind or breeze.

**20 PURPOSE.** The purpose of the sign code is to integrate the advertising needs of the businesses located at the Port of Brookings Harbor with the overall safety and aesthetic needs of the Port. The intent of the code is to establish a degree of uniformity in signage while allowing for individual creativity, thus promoting a visual environment which will be aesthetically pleasing and inviting to the consumer, enhance the natural attractiveness of the area and generate more activity for all of the Port businesses. The object of a sign is to identify the business name and type of product or service offered for sale. This code is further intended to encourage signs that:

- A. Protect the Port from sign clutter;
- B. Protect the public's ability to identify users and premises without confusion.
- C. Eliminate unnecessary distractions which may jeopardize pedestrian or vehicular traffic safety;
- D. Are as small in size and few in number as is consistent with their purpose of communicating identification and essential information;
- E. Protect the right of the public to be directed, warned, advised and informed;
- F. Possess a satisfactory aesthetic effect and pleasing elements of design that relate to the form, proportion, material, surface treatment and location; and
- G. Assure the maintenance of signs.

**30 APPLICATION.** For signs on any real property in which the Port owns an interest, a sign application must be approved before any sign (except those specifically exempted), is erected, placed, painted, constructed, carved or otherwise given public exposure. Sign applications shall be filed with the Port on an appropriate form in a manner prescribed by the Port. A sign approval shall be issued only after a determination by the Port that the proposed sign is in compliance with all provisions of this section. Each business requesting a sign pursuant to this document shall submit an application to the Port which shall include:

- A. A scale drawing of the proposed sign including dimensions of both the sign and the building or structure to which it will be affixed.
- B. A description of the materials and colors to be used in the construction of the sign.
- C. A drawing of the placement of the proposed sign at the business location.

**40 THEME.** The overall environment at the Port naturally promotes a nautical theme. All exterior signage therefore should carry out this theme by relating to the area of the Port of Brookings Harbor and its activities including but not limited to themes about the ocean, fishing, boating, or other seaport village activities.

**50 CRITERIA.** All signs shall be of a professional quality and be maintained to a professional appearance. Exterior signs must comply with the following regulations:

- A. **Materials:** The materials permitted for signs are wood, metal, polymer material, stained glass and ceramics. Paper and/or neon signs are not allowed as permanent exterior signs.
- B. **Graphics:** These shall be clear, legible, follow the Port theme and be of a professional quality.
- C. **Colors:** Colors of exterior signage must receive approval from the Port. Colors not recommended are fluorescent, day-glo type colors.
- D. **Size:** The area of a sign is determined by the area of the circle or rectangle required to contain it.

#### 1. Exterior Building Signs

- a. **Roof Mounted Signs.** No sign shall be placed on the top of the roof ridge of a building or on top of a facade or marquee. No part of any sign shall extend above the roof ridge or highest part of the roof. Roof signs must conform to criteria outlined in this code and shall be considered in the total signage allotment for a business.
- b. The size and total area of allowed front exterior signs shall be determined by the facade area of the building. Each building shall be allowed a total exterior signage area for the front equal to 10% of the facade area of the building. Exterior facade signage may not exceed a total of seventy (70) square feet regardless of the size of the facade.
- c. Each building may be allowed additional exterior signage area for the sides or rear of a building with Port approval. These additional signs shall not exceed 10% of the area of the side or rear of the building on which the sign is located. Exterior signage for the sides or rear of a building may not exceed a total of seventy (70) square feet regardless of the size of the sides or rear of the building.

d. The total exterior signage of any building, including the facade, roof, and any freestanding sign as may be approved, shall not exceed 140 square feet.

e. The total exterior signage area for a building shall not be affected by the number of businesses located in the building. The business owner or primary leaseholder, if the building is owned by the Port, is ultimately responsible for allocating this allowed area to the businesses located therein and for insuring compliance of signage limitations in the case of multiple businesses being located in a building.

f. All exterior building signs shall be flush-mounted parallel to or painted on the exterior wall of the building.

## 2. Free Standing Signs.

a. Businesses abutting Lower Harbor Drive and Boat Basin Road may be allowed one (1) free standing sign identifying the business. This sign, if approved, must be located on the premises. Such sign shall not exceed 12 feet in height and shall be limited to a total area of 40 square feet per business and shall be considered part of the businesses total facade signage area. If both sides of a double sign are of the exact same design then only one side will be included in the area of that sign. The sign shall be mounted on at least one (1) pilings with two (2) to three (3) more non-supporting poles per side to make the sign resemble a dock piling. The sign shall be placed in a planter or landscaped area designated by the Port. The sign shall not project over any property line or project into a public area.

b. Light from a free standing sign shall be directed away from a residential area and any abutting street.

3 Sandwich Board and A-frame Signs. A temporary sandwich board or A-frame sign may be allowed for a period up to 90 days per year pursuant to review and approval of the Port Manager provided the following conditions are met:

a. Only one (1) such sign per applicant business may be allowed and shall not exceed two (2) feet in width and four (4) feet in height.

b. Each sign must be professionally made and must be kept clean and in good repair. Each sign must be sufficiently weighted at the bottom to prevent being toppled by the wind.

c. Signs shall be displayed only at such times as the business they are intended to identify is open for business. Signs are limited to displaying the business name/logo, "open" and description of the business type. Such signs shall not be placed in a public right of way.

4. Decorative Banners. Decorative banners and flags, excluding local, state or national flags, may be displayed only if they are not torn, faded, or frayed.

5. Bench Signs Bench signs in the Port shall be leased from the Port on benches and sign blanks provided by the Port at sites designated by the Port. Signs will not be permitted on boardwalk benches.

6. Monument Signs. For businesses not abutting Lower Harbor Drive, one (1) free standing monument sign may allowed for each cluster of up to four (4) businesses having a common parking area. Such sign shall not exceed 12 feet in height and shall be limited to a total area of 48 square feet, with no business having more than 12 square feet of sign area. The sign shall be mounted



between two (2) pilings with two (2) to three (3) more non-supporting poles per side to make the ends of the sign resemble a dock piling. The sign shall be placed in a planter or landscaped area designated by the Port. The sign shall not project over any property line or project into any public area. The site of such monument signs shall be chosen by the Port and such signs constructed by the Port to accommodate sign blanks of eight feet in length by 18 inches in height (8' x 18"). The Port will erect the structure for the signs and each business requesting to place a sign on the structure will be responsible to provide and maintain its sign. These signs shall not be included in calculating the total signage allotted each business.

7. Fixed Balloons. Upon application and approval by the Port, a business may display a fixed balloon for a period not to exceed 30 days per application.

**60 EXEMPT SIGNS.** The following signs and devices shall not be subject to the provisions of this code.

A. Memorial tablets, cornerstones, or similar plaques not exceeding six (6) square feet.

B. Temporary signs for events of a general port-wide civic benefit.

C. Temporary, non-illuminated real estate or construction signs provided that said signs are removed within 72 hours from sale, lease or rental of the property, or the completion of the construction project. The following standards shall apply to signs:

1. One (1) non-illuminated temporary sign 18 inches by 24 inches shall be permitted for the lease, rental, or sale of a property.

2. One (1) non-illuminated temporary sign 18 inches by 24 inches shall be permitted for the identification of the contractors working on the construction or remodeling of a building.

D. Temporary signs for new businesses, for a period not to exceed 30 days.

E. Paper signs that serve as a notice of a public meeting or event that shall be removed after such meeting is held.

F. Small informational signs related to the operation of a business, such as "open/closed" signs, credit card signs, rating or professional association signs, and signs of a similar nature, provided said signs do not exceed three (3) square feet in area per sign, and no more than four (4) in number for any individual business on any parcel of property, with no more than 9 square feet in total signage area for such signs per business.

G. Signs placed by state or federal governments for the purpose of identifying public works projects or publicly funded and/or sponsored projects, designed to fulfill the requirements of state or federal funding agencies.

H. Nameplates indicating the name, and/or address of the occupant of a moorage provided it does not exceed 72 square inches.

I. Interior signs not placed in the window or placed to be visible from outside of the building.

J. Wall Graphics or Murals that do not contain any reference to the business or its products, either expressly or by common association and is displayed purely for the enjoyment of the public can be granted an exemption from the requirements of this code if the art is approved by the Port after an

application has been submitted by the artist responsible before making the project. The Port encourages the use of tasteful art that promotes the theme of the Port of Brookings Harbor. In considering these applications, the ARC can rule on and set requirements on matters including but not limited to appropriateness of subject matter, location, scale, colors, quality and aesthetics.

K. Incidental signs displayed strictly for a direction, safety, or the convenience of the public, including but not limited to signs that identify restrooms, public telephones, parking area entrances and exits, rules pertaining to Port expectations are allowed, except that they will only be as large as necessary, uniform in design and graphic, and of a color in harmony with the surroundings and theme of the port; Individual signs in this category shall not exceed 3 square feet in area.

**70 SIGNS EXPRESSLY PROHIBITED.** The following signs and devices are expressly prohibited.

A. Sandwich board or "A" frame except as provided in Section 50 D.3. , banners, flags and pennants except as provided in Section 50 D.4., other portable signs of any nature, continuous string devices, and paper signs except as may be provided in section 60.

B. Billboards or off-premise advertising signs not erected by the Port, wind signs.

C. Signs which contain any flashing, blinking or moving letters, characters or other elements, rotating or otherwise movable signs.

D. Vehicle signs, except for standard advertising identification markings which are permanently or magnetically attached to or printed on a business or commercial vehicle.

E. Reader boards.

F. Political signs.

G. No signs, as provided in section 60 shall project into the public right-of-way to a distance of less than two (2) feet from the face of curb or in the case where no curb exists, no less than two (2) feet from the edge of the pavement, and no such projecting signs shall be installed to a height of less than seven (7) feet six (6) inches clearance from grade thereunder or top of the grade to the lowest point of said sign.

H. In no case shall any sign:

1. Be animated, audible, rotate or have intermittent or flashing illumination.

2. Be erected in a public easement or right-of-way.

3. Be erected so as to prevent free ingress to or egress from any door or window, or any other exit way required by the current edition of the Oregon State Structural Specialty Code and Fire and Life Safety Regulations, 1985 edition.

4. Be attached to any public utility pole, or structure, light pole, lamp, lamp post, tree, fire hydrant, bridge, curb, or sidewalk located on Port property.

5. Be attached to a stand pipe, gutter, drain, or fire escape, nor shall any sign be erected so as to impair access to the roof .

6. Be erected in any location where, by reason of its location will obstruct the view of any authorized traffic sign, signal, or other traffic control device. Nor may any sign, by reason of its shape, position or color, interfere with or be confused with any authorized traffic signal, sign or device. Further, no sign shall be erected in a location where it will obstruct vision of the public right-of-way to the vehicle operator during ingress to, egress from, or while traveling on, said public right-of-way.

7. Be painted on or attached to any fence, except as provided in section 60 I and L.

8. Operate or employ any stereopticon or motion picture projection or media in conjunction with any advertisements, or have visible moving parts or any portion of which moves or gives the illusion of motion except as otherwise provided in this code.

**80 NON CONFORMING SIGNS.** All signs existing on the effective date of this code and not conforming with the provisions of this section are deemed non conforming signs except as provided in Section 60.

A. No non conforming sign, except as provided in Section 80 B, shall be changed, expanded or altered in any manner which would increase the degree of its nonconformity, or be structurally altered to prolong its useful life, or be moved in whole or in part to any other location where it would remain non conforming.

B. All non conforming signs existing on the effective date of this code may remain in use for five (5) years under the following conditions:

1. Until the business for which it advertises has been abandoned in accordance with Section 100 below.

2. The sign remains in good operating condition.

3. The sign is not currently, or likely to become, a hazard to traffic, pedestrians or property.

C. Termination of Non conforming Signs.

1. Immediate termination. Non conforming signs which advertise a business no longer conducted or a product no longer sold on the premises where such sign is located shall be removed within 60 days after the effective date of this code, except as otherwise expressly permitted by this section. Termination of the nonconformity shall consist of removal of the sign or its alteration to eliminate fully all non conforming features.

2. Termination by damage or destruction. Any non conforming sign damaged or destroyed by any means, to the extent of one-third (1/3) of its replacement cost new shall be terminated and shall not be restored.

3. Any non conforming sign not terminated pursuant to any other provision of this code shall be removed within 5 years following adoption of this code.

**90 TERMINATION OF SIGNS BY ABANDONMENT.**

A. Any sign advertising or relating to a business on the premises on which it is located, which business is discontinued for a period of 90 consecutive days, regardless of any intent to resume or not to abandon

such use, shall be presumed to be abandoned and all such signage, whether conforming or non conforming to the provisions of this code shall be removed within said 90 days. If a conforming free standing sign the graphics only may be removed. Any period of such non continuance caused by government actions, strikes, materials shortages, or acts of God, and without any contributing fault by the business or user, shall not be considered in calculating the length of discontinuance for purposes of this subsection.

B. An extension of time for removal of signage of an abandoned business, not to exceed an additional 90 days, may be granted by the Port upon an appeal filed by the legal owner of the premises or the person in control of the business.

#### **100 VARIANCES.**

A. **GENERALLY.** When practical difficulties, unnecessary hardships or results inconsistent with the general intent and stated purpose of this ordinance occur by reason of the strict application of the standards set forth in these regulations, a sign variance may be requested by the legal owner of the premises or the person in control of the business.

B. **APPLICATION.** A request for a sign variance shall be made by submitting such request in writing to the Port, along with all supporting documentation pertinent to the situation, such as maps, photographs or sketches. The request for variance shall be set for review on the earliest available meeting date of the ARC. The hearing may be continued from time to time.

C. **REQUIRED FINDINGS.** The ARC must make the following findings in order to approve a sign variance:

1. The strict application of the standards contained in this sign ordinance deprive's the applicant's property of privileges enjoyed by other property owners in the same vicinity and under identical use classification due to special circumstances applicable to the property including size, shape, topography, location or surroundings; and
2. The variance does not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity with the same use classifications as the subject property; and
3. The authorization of the variance shall not be materially detrimental to the purpose of this code, be injurious to property in the same zone or vicinity in which the property is located or be otherwise detrimental to the objectives of any Port development plan or policy; and
4. The variance request is the minimum variance from the provisions and standards of this code which will alleviate the hardship.

#### **110 APPEALS.**

A. Any person aggrieved by an action of the ARC, may make an appeal of that decision. Appeals of decisions made by the ARC shall be submitted in writing to the Port for review by the Port Commissioners. Decisions of the Port Commissioners are final.

## **ACTION ITEM – C**

---

**DATE:** April 20, 2022  
**RE:** POBH Employee Handbook 2022  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

---

### OVERVIEW

- Redlined document from Port legal was provided at the Special Meeting on April 4, 2022 that highlighted the changes.
- Notable changes:
  - 1) Full-time employment benefits changed from 40 hours per week to 30 hours per week.
  - 2) New-hire probationary period reduced from 90-days to 60-days.
  - 3) New State of Oregon Holiday – Juneteenth (June 19).
  - 4) Updated SEP IRA retirement plan for compliance.

### DOCUMENTS

- POBH Employee Handbook 2022, 86 pages

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve Resolution No. 2022-03 Port of Brookings Harbor Employee Handbook for 2022.

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

**RESOLUTION NO. 2022-03**

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

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

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

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

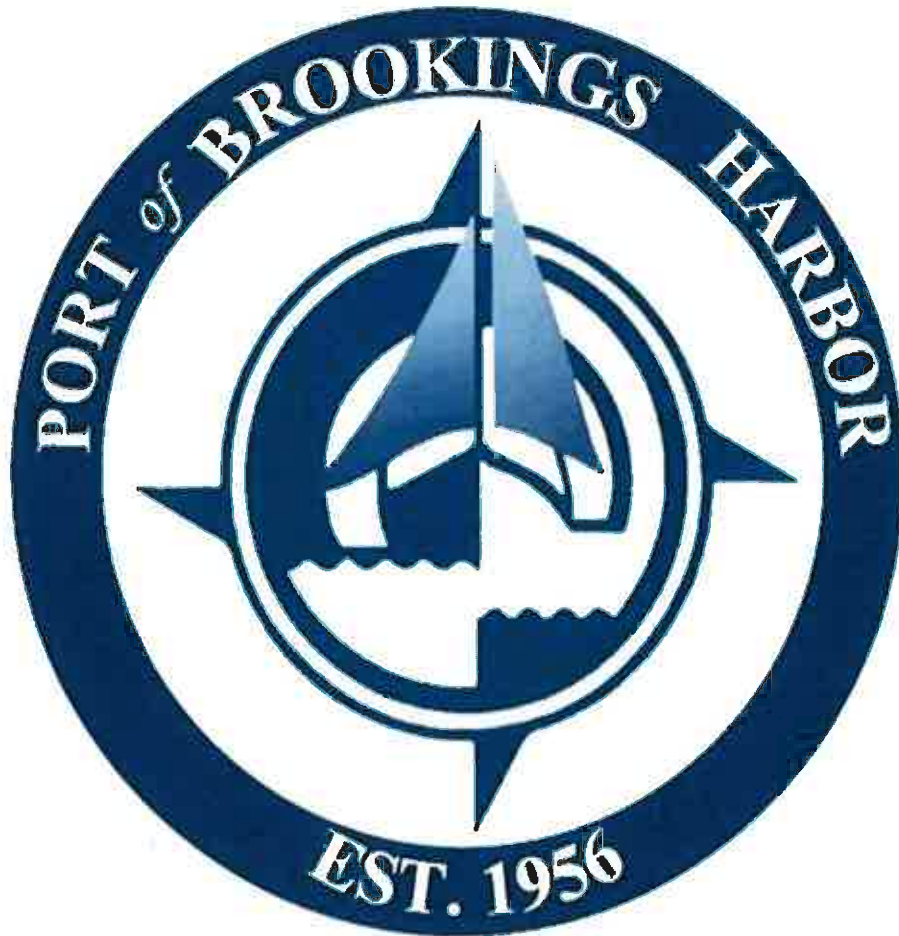
1. The Port of Brookings Harbor Employee Handbook, attached hereto as Exhibit A, is hereby adopted by reference.
2. The Policies and Procedures may be modified by Resolution or may be modified administratively by the Port Manager to follow best practices, for example, to update items to comply with Port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

**APPROVED AND ADOPTED** and made effective the same day by the Board of Harbor Commissioners of the Port of Brookings Harbor this 20th day of April, 2022.

**ATTEST:**

\_\_\_\_\_  
Richard Heap, President

\_\_\_\_\_  
Sharon Hartung, Secretary/Treasurer



**Port of Brookings Harbor  
Employee Handbook**





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# INTRODUCTION

# WELCOME TO THE PORT OF BROOKINGS HARBOR!

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

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

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

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

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

Port Manager

## ABOUT THIS HANDBOOK

---

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

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

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



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

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

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

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

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

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





# **EMPLOYMENT POLICIES**

## **EMPLOYMENT RELATIONSHIP**

---

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

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

### ***Equal Employment Opportunity***

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

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

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

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

# WORKPLACE ACCOMMODATIONS

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## ***Commitment to Equal Employment Opportunities***

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

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

## ***Requesting a Reasonable Accommodation, Medical Information***

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

## ***Determinations***

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

## ***No Retaliation***

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

- deny employment opportunities on the basis of a need for reasonable accommodation;

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

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

## **POLICY AGAINST DISCRIMINATION, HARASSMENT, AND RETALIATION**

---

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

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

### ***Equal Employment Opportunity***

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

This policy explicitly applies to conduct in the workplace and at work-related events, including Port of Brookings Harbor-related social functions, business trips and functions (such as conventions, trade shows, etc.), and off-site work meetings. This policy applies to any conduct,

however, as described above, which impacts the organization or work environment, regardless of where it occurs.

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

### ***Sexual Harassment***

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

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

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

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

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

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

### ***Other Forms of Harassment***

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

### ***Reporting Concerns***

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

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

### ***No Retaliation***

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

### ***Investigation and Response***

Any reported allegations of harassment, discrimination, or retaliation will be investigated by the Port of Brookings Harbor promptly and in a manner appropriate to the circumstances. The investigation will be conducted promptly, but no specific timeframe can be guaranteed because each situation is likely to be different, and individuals may have varying schedules. Every effort will be made to complete the investigation within two weeks. In all cases, the reporting party will be notified of the outcome of the investigation. We will also check in with an employee who reports being the victim of alleged harassment every three months for one year following receipt such report to ensure no further concerns or retaliation are experienced. However, employees

should not wait for the Port of Brookings Harbor to make contact to share or communicate any further concerns or experiences. If an employee would like the Port of Brookings Harbor to discontinue the follow-up process, a request must be submitted in writing to the Port Manager, the Director of Finance and Accounting, or another management representative.

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

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

### ***Documentation***

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

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

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

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

### ***No Limitation of Remedies***

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

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

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

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

### ***Employment Agreements***

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

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

### ***Voluntary Disclosure***

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

### ***Additional Employee Support Services***

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

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



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

## **WORKPLACE PROFESSIONALISM**

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

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

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

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

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

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

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

## **DISPUTE RESOLUTION**

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

### ***Reporting Issues Other Than Harassment/Discrimination***

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

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

## **EMPLOYMENT**

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

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

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

You may, from time-to-time, be temporarily transferred or assigned to perform work outside of your regular job duties, schedule, or location. Depending upon the circumstances, you may be subject to a wage adjustment while performing such work. We may also reassign employees on a long-term basis whose placements are determined to be unsuited to their individual skills. We may also transfer any employee who has an injury or impairment that requires modified duty without posting the position.

### ***New Employee Orientation***

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

### ***Introductory Period***

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

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

### ***Promotions and Transfer Training Period***

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

may be terminated. If you are placed in a job other than your original job, the pay and benefits may be adjusted.

***Reemployment***

Employees who resign from the organization in good standing may be eligible for reemployment consideration. Applications received from former employees will be considered and processed using the same procedures and standards that govern all other applicants. Previous performance with the organization will be evaluated if the reference check phase is reached. We are not obligated to rehire former employees. If an employee returns within 12 calendar months, their previous sick leave balance will be restored in full.

***Credit for Prior Seniority***

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

***Employment Classifications***

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

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

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

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

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

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

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

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

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

## **EMPLOYMENT RECORD KEEPING**

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### ***Access to Personnel Files***

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

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

### ***Change in Personal Data***

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

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

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



# **EMPLOYMENT RELATIONS AND CONDUCT**

# ETHICS

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

## ***Misrepresentation***

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

## ***Outside Employment***

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

## ***Off-Duty Conduct***

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

## ***Solicitation and Distribution Policy***

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

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



## Rules

Employees may not:

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

## Definitions

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

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

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

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

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

### Discipline

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

### ***Public Officials***

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

Upon employment with our organization you became a public official.

### ***Gifts***

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

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

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

### ***Use of Official Position or Office***

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

### Except:

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

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

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

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

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

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

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

***Honoraria***

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

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

### ***Financial Interest in Public Contracts***

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

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

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

## **CONFIDENTIALITY**

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### ***Organization and Customers***

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

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

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

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

### ***Employee Records***

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

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

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

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

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

- employees' company anniversary dates will be distributed to appropriate supervisors/managers periodically;
- employee and dependent information may be distributed in accordance with open enrollment processes, for periodic benefit plan changes, or for benefit statement updates; and
- release of any information required or authorized by law.

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

## WORKPLACE RULES

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

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

and other employees as well as the need to promote organization and employee safety. Good individual judgment is the best guideline, but management retains the right to decide what dress is appropriate.

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

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

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

## **WHISTLEBLOWER PROTECTIONS**

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

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

Whistleblower protections are provided to maintain confidentiality and to prevent retaliation. Although someone's identity may be disclosed to conduct a thorough investigation, to comply with the law, or to respond to complaints and reports, the privacy of the individual making the report will be protected to the extent possible. The Port of Brookings Harbor will not retaliate

against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments as well as threats of physical harm. If you believe you have been retaliated against in violation of this policy, you must report it to the Port Manager, the Director of Finance and Accounting, or another management representative. As appropriate, the Port of Brookings Harbor will investigate such reports and issue corrective action.

## **DRESS CODE**

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

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

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

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

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

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

## **COMMUNICATION AND SOFTWARE SYSTEMS**

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### ***Electronic Communications Systems***

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



or available at the Port of Brookings Harbor, and all use of such resources and systems when accessed using an employee's own resources.

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

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

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

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

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

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

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

### ***Electronic Mail System***

You are reminded to be courteous to other users of the email system and to always conduct yourself in a professional manner. Email messages are sometimes misdirected or forwarded and

may be viewed by persons other than the intended recipient. You should write email communications with no less care, judgment, and responsibility than you would use for letters or internal memoranda written on organizational letterhead.

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

### ***Organization-owned Personal Computers***

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

### ***Device Security***

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

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

### ***Mobile Devices***

If you are connected to the organization's server, understand that making this connection via a mobile device may compromise the privacy of certain sensitive information. Confidential electronic information, including personally identifiable information, must be protected to prevent it from being exposed if the device on which the information was accessed is lost or stolen. In order to protect this information, the organization retains the right to delete data and applications from any device that contains the organization's information. **This right to delete such information may be exercised remotely or onsite if the organization determines such action is warranted to protect confidential, sensitive, or proprietary information. Please understand that in downloading any such information to a personal mobile device, you are consenting to the organization's ability to delete this information at any time.** This policy covers mobile devices such as smart phones, tablets, laptops, and any similar devices. Please

ensure that you regularly sync any personal data (e.g., applications, information, photos) to another device/computer for safekeeping, as the wipe command does not differentiate between business and personal information.

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

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

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

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

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

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

### ***Social Media and Networking***

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

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

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

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

### ***Business Use***

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

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

### ***Monitoring***

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

### ***Protection***

Social networking sites collect profile information for advertising opportunities and criminal reasons. Phishing (email messages asking for username and passwords, etc.) and spamming are two downsides. Never click on links asking for personal or confidential information. Heed security warnings and pop-ups. Use of these sites may mean more SPAM sent to your email account. If possible, disable the ability of others to post HTML comments to your home page. When accessing these sites, use caution when you see a posting or link that looks suspicious; when in doubt, delete it. Viruses and spyware may damage the organization's operating system, compromise data, or expose your privacy and that of others you communicate with via email and social media sites.

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

### ***Prohibited Conduct***

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

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

### ***Telephone Usage***

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

### ***Voicemail System***

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

### ***Cell Phones***

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

any phone charges incurred by an employee related to the personal usage will be the sole responsibility of the employee.

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

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

### ***IT Security Policy***

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

## **PERFORMANCE MANAGEMENT AND REVIEW**

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

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

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

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

- reasonable employee training;

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

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

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

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

## CORRECTIVE ACTION

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

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

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

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

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

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

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



# COMPENSATION

## **PAY ADMINISTRATION**

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

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

### ***Pay Increases***

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

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

## **PAY PRACTICES**

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### ***Paydays***

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

### ***Payroll Deductions***

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

### ***Pay Advances***

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

### ***Delivery of Paychecks***

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

### ***Method of Payment***

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

### ***Employee Withholding Allowance Certificates (Form W-4)***

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

### ***Time Records for Non-Exempt Employees***

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

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

Falsifying time entries, including by working off the clock, is strictly prohibited. If you falsify your time entries or work off the clock, you will be subject to discipline, up to and including termination. Supervisors and managers are prohibited from falsifying your time entries or requiring or encouraging you to falsify your time entries or work off the clock. You should immediately report to the Port Manager, the Director of Finance and Accounting, or any other

management representative with whom you feel comfortable speaking, any supervisor or manager who falsifies your time entries or encourages or requires you to falsify your time entries or to work off the clock.

### ***Time Records for Exempt Employees***

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

### ***Dispute Resolution Process for Paycheck Errors***

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

### ***Final Paycheck***

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

## **HOURS OF WORK AND WORK SCHEDULES**

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### ***Organization Hours***

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

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

The normal workday is 8 hours. The total hours in a normal workweek are 40, Monday through Sunday. If you are a non-exempt employee, you must not begin work before your scheduled

starting time or continue working beyond the scheduled stopping time without explicit advance approval from your supervisor.

### ***Overtime***

You may occasionally be required to work overtime. Overtime hours will be paid to non-exempt employees at one and one-half times the regular rate of pay for all hours worked in excess of 40 in a regular workweek, or as otherwise required by law. Overtime pay is based on hours actually worked. For example, hours attributable to paid time off will not be considered when computing overtime. Your department supervisor must approve any overtime hours in advance or else you may face corrective action, up to and including termination.

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

### ***Meal and Rest Periods***

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

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

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

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

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

### ***Lactation***

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

Until their babies are older than 18 months of age, employees may take reasonable rest periods to express breast milk. Nursing breaks may be taken concurrently with regular meal and rest breaks, although additional reasonable break time will be made available, as needed. Management and employees will work together to find mutually agreeable hours of work and breaks that support the continuation of expressing breast milk.

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

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

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

### ***Social and Recreational Activities***

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

### ***Incident Weather and Emergency Closures***

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

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

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

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

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

## **TELEWORK OR TELECOMMUTE**

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

## **EMPLOYEE-INCURRED EXPENSES AND REIMBURSEMENT**

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

### ***Expense Reimbursement Procedure and Reports***

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

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

### ***Mileage Reimbursement***

While in the course and scope of duties on behalf of the Port of Brookings Harbor, employees, with their supervisor's approval, may use their vehicle for business purposes. While driving on behalf of the Port of Brookings Harbor, employees are required to follow all law, rules, and regulations and to drive courteously. Coverage provided by the Port of Brookings Harbor for damages to the employee's own vehicle is secondary to any other collectible coverage. Employees using a personal vehicle for business purposes should ensure that their automobile insurance covers business travel and are encouraged to have comprehensive and collision coverage on vehicles used for the Port of Brookings Harbor business.

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

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

***Overnight Travel and Meal Expense Reimbursement***

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

***Meal Reimbursement Limits***

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

Breakfast	<b>\$15.00</b>
Lunch	<b>\$15.00</b>
Dinner	<b>\$30.00</b>

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

***Exceeding Meal Reimbursement Limits***

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

***Alcoholic Beverages***

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

***Transportation Expense Reimbursement***

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

***Spouse/Guest Expense Reimbursement***

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

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



***Section 409A of the Internal Revenue Code***

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

Accordingly, all provisions of this policy shall be construed and administered in accordance with Section 409A. The amount of reimbursements provided under this policy in any calendar year shall not affect the amount of reimbursements provided during any other calendar year and the right to reimbursements hereunder cannot be liquidated or exchanged for any other benefit.

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

## **PAY EQUITY**

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

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

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



# **BENEFITS**

## PURPOSE AND POLICY

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

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

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

### ***Benefit Pro-ration and Employee Cost Sharing***

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

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

### ***Benefit Design and Modification***

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

### ***Benefit Plan Documents***

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

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

## **HEALTH INSURANCE BENEFIT**

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

### ***Eligibility***

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

### ***Plan Enrollment***

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

The organization pays the full monthly premium for enrolled employees.

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

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

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

### ***Premium Cost***

Specific types of coverage and benefit payment schedules are described in the organization's health care plan booklet that is available to all eligible employees. At the time of eligibility and

during open enrollment each year, you will be informed of how much the organization will contribute toward your monthly premiums if you are eligible to participate in the plan. Premium rates are established by the insurance carrier and are subject to change, usually based on increased costs to provide medical services and the amount of services our employees require.

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

### ***Termination of Coverage***

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

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

### ***Portability/Conversion of Health Plan***

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

## **DENTAL INSURANCE BENEFIT**

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

### ***Eligibility***

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

### ***Cost***

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

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

## **OTHER INSURANCE BENEFITS**

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### ***Group Life Insurance***

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

### ***Short-Term Disability***

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

### ***Premium Only 125 Plan***

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

## **VACATION BENEFIT**

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

You will earn vacation benefits according to the following schedule:

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

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

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

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

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

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

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

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

## **SICK LEAVE BENEFIT**

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

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

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



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

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

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

***Eligibility and Accumulation***

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

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

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

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

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

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

- Part-time employees:

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

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

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

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

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

### ***Retaliation Prohibited***

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

## PAID HOLIDAY BENEFIT

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

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

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

### ***Eligibility***

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

## VETERANS DAY HOLIDAY

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

### Establishing Eligibility

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

### Request Procedure

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

### Employer Response

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

## **OTHER BENEFITS**

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### ***Simplified Employee Pension (SEP) IRA Plan***

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

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

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

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

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

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

# LEAVES OF ABSENCE

## LEAVE OF ABSENCE POLICY

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

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

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

## BEREAVEMENT LEAVE

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

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

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

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

### Length of Leave

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

immediate family members. If you need additional time off for any bereavement purpose, you may ask your supervisor's approval, or you may use earned vacation pay or apply for an unpaid personal leave of absence.

#### Request Procedure

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

#### Pay While on Leave

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

#### Status of Benefits

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

## **CIVIC DUTY LEAVE**

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#### *Jury or Witness Duty Leave*

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

#### Length of Leave

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

#### Request Procedure

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

#### Pay While on Leave

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

will be paid in full; employees are required to remit any jury fees received in connection with their service.

#### Status of Benefits

Benefits are not affected by jury or witness duty leaves.

#### *Voting Leave*

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

#### Request Procedure

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

#### Pay While on Leave

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

## **CRIME VICTIMS' LEAVE**

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

#### Eligibility

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

#### Length of Leave

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

#### Request Procedure

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

#### Pay While on Leave

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



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

#### Status of Benefits

Benefits are not affected by crime victims' leave.

## **DOMESTIC VIOLENCE LEAVE**

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

#### Eligibility

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

#### Reasons for Leave

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

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

#### Length of Leave

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

#### Request Procedure

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

#### Safety Measures

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

### Pay While on Leave

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

### Status of Benefits

Benefits are not affected by domestic violence leave.

## **FAMILY AND MEDICAL LEAVE (FMLA & OFLA)**

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

## **LEAVE TO DONATE BONE MARROW**

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### Eligibility

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

### Length of Leave

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

### Request Procedure

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

### Status of Benefits

Benefits are not affected by this leave.

## **PERSONAL LEAVE OF ABSENCE**

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Full-time, regular employees may be granted an unpaid personal leave of absence under certain circumstances. A personal leave of absence is an approved period of time away from work for personal reasons that do not fall under the guidelines of any other leave policy. A personal leave

of absence is granted at our discretion and is normally granted to protect the length of service and benefit rights of an employee whose service might otherwise be terminated.

#### Eligibility

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

#### Length of Leave

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

#### Request Procedure

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

#### Pay While on Leave

Personal leaves of absence are without pay.

#### Status of Benefits

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

#### Reinstatement

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

## **UNIFORMED SERVICES LEAVE AND RE-EMPLOYMENT**

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

### Eligibility

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

### Length of Leave

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

### Request Procedure

You must provide oral or written notice, using the Leave of Absence Request Form, of your obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of reemployment rights.

### Pay While on Leave

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

### Status of Benefits

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

### Reinstatement

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

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

31 to 180 days: You should submit an application for reemployment no later than 14 days after an honorable release from service unless it is impossible or unreasonable through no fault of your own. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by the Port of Brookings Harbor or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.

181 days or longer:

You must apply for reemployment no later than 90 days after the completion of satisfactory service, absent extenuating circumstances. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by the Port of Brookings Harbor or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.

For service of 31 days or more, the Port of Brookings Harbor will request that you provide documentation to verify your rights to reemployment, including your separation papers.

Veterans who have suffered a service-connected injury or illness and are hospitalized or convalescing have up to two years following completion of military service to return to their jobs or apply for reemployment, depending on the length of recovery time required. If an employee is unable to comply with the reporting schedule in this policy through no fault of their own or if they are injured or recovering from an injury and need an accommodation for specific circumstances beyond their control, they should speak with the Port Manager as soon as possible to determine if they are eligible for a reasonable accommodation or additional time to apply for reemployment. Failure to file an application within the required time periods may otherwise result in a loss of the right to reemployment.

## **OREGON PUBLIC EMPLOYEE TEMPORARY ACTIVE DUTY LEAVE**

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Employees who have worked for the Port of Brookings Harbor for six months are entitled to military service leave with pay not to exceed 15 calendar days in any one training year for annual active duty for training as a member of the National Guard, National Guard Reserves, or any reserve component of the U.S. Armed Forces, or the U.S. Public Health Services.

A "training year" means the federal fiscal year (October 1 through September 30) for any unit of the National Guard or a reserve component. Such leaves are granted without loss of other leave and without impairment of other pay, rights, or benefits, provided the employee receives bona fide orders to training duty for a temporary period and provided they return to their position immediately upon expiration of the period of ordered duty as provided for under ORS 408.290.

## **OREGON MILITARY FAMILY LEAVE**

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Due to the size of the Port of Brookings Harbor (below 25 employees), the organization is not covered by the Oregon Military Family Leave Act. Employees are therefore not eligible for this leave type. Notice will be provided to employees if this eligibility changes.



# HEALTH AND SAFETY

## **EMPLOYEE HEALTH AND SAFETY**

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The Port of Brookings Harbor is committed to providing our employees with a safe and healthful work environment. To accomplish this goal, both management and employees must make diligent efforts to promote safety within applicable laws and standards. For further reference, the Port of Brookings Harbor adopted the health and safety policy in 2019.

We develop and implement safety rules and regulations through our managers and supervisors. This process is ongoing and requires periodic safety audits. Safety audits are undertaken to determine the necessity and feasibility of providing devices or safeguards to make the workplace safe and healthful. We also educate employees about workplace hazards and the proper and safe methods to use in performing job tasks.

You are expected to give your full skill and attention to the performance of your duties, using the highest standard of care and good judgment. You are also expected to always follow safety rules and regulations, including using appropriate protective clothing, shoes, and equipment, attending all mandatory training sessions offered, and following directions of warning signs, signals, and supervisory personnel.

All job-related injuries or illnesses are to be reported to your supervisor immediately, regardless of severity. In the case of serious injury, your reporting obligation will be deferred until circumstances reasonably permit a report to be made. Failure to report an injury or illness may preclude or delay the payment of any benefits to you. No one will be retaliated against for filing a workers' compensation claim in good faith.

Safety rules may be issued or modified from time-to-time and will be effective immediately upon communication. Rules will be distributed to you and posted on the employee bulletin board.

If a workplace injury or illness occurs you are required to:

1. take remedial first aid actions; seek emergency care if necessary;
2. report the injury or illness as soon as possible;
3. fill out the report form and workers' compensation form; and
4. review the incident with our Safety/Security & Environmental Coordinator.

### ***Early Return to Work Program***

Our Return to Work program provides guidelines for returning you to work as early as possible after you have suffered an on-the-job-injury or job-related illness. The program is not intended to be a substitute for a reasonable accommodation when an injured or ill employee also qualifies as an individual with a disability.

The Return to Work program consists of a team effort by supervisors, employees, and their treating physicians, management, and our workers' compensation insurance carrier. All team members will take an active role in returning an employee to productive work. Through this team



effort, we hope to help our employees recover and return to full employment as soon as their medical condition permits.

If you are injured on the job and your doctor determines that you are able to perform modified work, the organization will attempt to provide such a job until you are able to resume your regular duties, except where provided as an accommodation for a permanent disability. All modified work is temporary and may be offered at any location or on any shift. If you are offered a modified position that has been medically approved, failure to report at the designated time and place may affect time loss compensation.

### ***Smoking in the Workplace***

The Port of Brookings Harbor is a non-smoking facility. This includes the use of electronic cigarettes and vaping devices. Places outside the office may be designated as smoking areas; smoking is limited to these areas. Please do not smoke or vape within 10 feet of any entrance, exit, window, or air intake device. If any employee has a concern about the areas designated, that individual should speak with the appropriate supervisor.

### ***Employee Right to Know/Hazard Communication Program***

The Port of Brookings Harbor provides a Hazard Communication Program so that all employees are aware of chemical hazards in the workplace. By becoming familiar with this information you can help prevent injuries and illnesses from chemical exposure. If you have any questions regarding chemical hazards, do not delay in asking your supervisor or our Safety/Security & Environmental Coordinator.

The following safety precautions have been taken to prevent injuries and illnesses from chemical exposure:

#### Container Labeling

The Operation Lead or the Safety/Security & Environmental Coordinator will verify that all containers received for use will:

- be clearly labeled as to the contents with a product identifier;
- note the appropriate hazard warning with a precautionary statement, pictogram, hazard statement, and supplemental information; and
- list the manufacturer/supplier name, address, and emergency phone number.

It is our policy that no container will be released for use until the above data is verified.

The supervisor in each section will ensure that all secondary containers have either an extra copy of the original manufacturer's label or a generic label that has identification and hazard warning blocks. For help with labeling, see the Operation Lead or the Safety/Security & Environmental Coordinator.

#### Safety Data Sheets (SDS)

Copies of safety data sheets for all hazardous chemicals that employees of the organization may be exposed to will be kept in the Port Office and/or Port Shop. Safety data sheets will be

available to all employees in their work areas for review during each work shift. Never use a chemical or associated machinery if its safety data sheet is not available; you should immediately contact the Operation Lead or the Safety/Security & Environmental Coordinator before using the chemical or the machine containing it.

### Employee Information and Training

Before starting work, you will attend a health and safety orientation and receive information and training about the following:

- an overview of the requirements contained in the Globally Harmonized Hazard Communication System;
- chemicals present in your workplace operations;
- location and availability of our written hazard communication program;
- physical and health effects of the hazardous chemicals;
- methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area; and
- how to reduce or prevent exposure to these hazardous chemicals through the use of control/work practices and personal protective equipment.

After attending the training class, you will sign a form to verify that you attended, received our written materials, and understand our policies on hazard communication.

Prior to a new hazardous chemical being introduced into any section of this organization, each employee of that section will be given information as outlined above. The Operation Lead or the Safety/Security & Environmental Coordinator is responsible for ensuring that Safety Data Sheets (SDS) on new chemicals are available.

### ***Substance and Alcohol***

The objective of this policy is to provide a workplace and environment that are free from the effects of substance abuse. Furthermore, the Port of Brookings Harbor has a responsibility to our employees, to those who use or come into contact with our services, and to the general public to ensure safe operating and working conditions. To satisfy our drug-free workplace objective and meet these responsibilities, we have established a work environment where employees are free from the effects of drugs, alcohol, or other impairing substances. Accordingly, we have adopted this substance and alcohol policy.

The following conditions and activities are expressly prohibited on our premises or property or during work time or while representing us in any work-related fashion and will lead to corrective action, up to and including termination:

- manufacturing, selling, attempting to sell, using, distributing or possessing alcohol or other controlled or substances that impair job performance or pose a hazard when use or possession occurs (as a government employer this includes marijuana); and

- reporting for or being at work while impaired by the use of alcohol, drugs, or controlled substances.

If your doctor prescribes over-the-counter or pharmaceutical drugs, you are responsible for determining if you are able to maintain work performance standards, including safety. If you are not, you are to contact your immediate supervisor or Port Manager before returning work.

If you have a problem with substance or alcohol use and wish to undertake rehabilitation, you may be granted a leave of absence for this purpose. It is your responsibility to seek help before the problem adversely affects your work performance or results in a violation of this or any other policy. If you need assistance in seeking this help, you may talk to the Port Manager. No one will be discriminated against for undertaking rehabilitation.

Where we have a reasonable basis to believe that an employee is in violation of this policy, the employee will be required to submit to testing to determine presence of, use of, or involvement with alcohol or drugs. We reserve the right to determine whether reasonable basis exists.

The following definitions apply:

Reasonable suspicion is defined as an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is more likely than not under the influence of controlled substances or alcohol, or has used drugs or alcohol in violation of this policy. Circumstances that can constitute a basis for determining “reasonable cause” may include, but are not limited to:

- a pattern of abnormal or erratic behavior;
- information provided by a reliable and credible source;
- direct observation of drug or alcohol use;
- presence of the physical symptoms of drug or alcohol use (*i.e.*, glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- unexplained significant deterioration in individual job performance;
- unexplained or suspicious absenteeism or tardiness;
- employee admissions regarding drug or alcohol use;
- unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activity; and
- causing or contributing to an accident that seriously damages organization property or results in an injury requiring offsite medical attention.

Controlled Substances include, but are not limited to, any substance listed in Schedules I through V of the Federal Controlled Substances Act, including marijuana that is otherwise lawful to use under Oregon or any other state's law.

Over-the-counter drugs are defined as those that are generally available without a prescription from a medical doctor.

Prescription drugs are defined as those drugs that are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Any employee who is found to be in violation of this policy and who refuses to submit to testing, or refuses to cooperate, or attempts to subvert the testing process will be subject to corrective action, up to and including termination.

## **WORKPLACE VIOLENCE**

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### ***Weapon-Free Workplace***

To ensure that the Port of Brookings Harbor maintains a workplace safe and free of violence for all employees, the company prohibits the possession or use of dangerous weapons on company property. A work environment that is safe and comfortable enhances employee satisfaction with work as well as employee productivity.

All Port of Brookings Harbor workers are subject to this provision, including contract workers and temporary employees. A license to carry the weapon on company property does not supersede company policy. Any employee in violation of this policy will be subject to disciplinary action, up to and including termination.

Situations may occur, despite our best efforts to prevent them, that present a risk of harm to employees and others. All employees have an obligation to report any incidents that pose a risk of harm to employees or others associated with the organization or that threaten the safety, security, or financial interests of the organization. Employees should make such reports directly to the Port Manager.

All information related to the reports, including the name of the reporting employees, will be kept as confidential as possible under the circumstances. We will generally notify the reporting employee of action taken in response to the report.

“Company property” is defined as all company-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, and parking lots under the company's ownership or control. This policy applies to company-sponsored events and all company-owned or leased vehicles and all vehicles that come onto company property.

“Dangerous weapons” include firearms, explosives, knives (other than folding pocket-knife), and other weapons, items, and materials that might be considered dangerous or that could cause harm. If you have a question whether something may be considered a dangerous weapon in violation, you must ask your supervisor prior to bringing the item onto company property.

Employees are responsible for making sure that any item possessed by the employee is not prohibited.

The Port of Brookings Harbor reserves the right, at its discretion, and to the full extent allowed by law, to search at any time all company-owned or leased vehicles and property, and all vehicles, plus packages, containers, briefcases, purses, lockers, desks, enclosures, and persons entering its property, for the purpose of determining whether any weapon is being, or has been, brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including termination.

This policy is administered and enforced by the Port Manager. Anyone with questions or concerns should contact the Port Manager.

## **EMERGENCY PREPAREDNESS**

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The Port of Brookings Harbor may be subject to major disruptions as a result of occurrences beyond the control of the organization. All employees should exercise good judgment in responding to these events as the situation necessitates. The Port of Brookings Harbor will try to provide emergency and limited services during periods of disruptions. The Port Manager shall make the determination to close the organization, suspend activities, or make the organization available for community support.

In the event of potential or actual disruptions that may be weather-related or a result of a catastrophic event such as an earthquake, fire, explosion, or public health emergency, contact your immediate supervisor or the Port Manager.

Compensation of employees will be determined in accordance with all applicable laws and regulations when individual facilities or activities are closed as a result of emergency conditions. Employees not compensated during an emergency-related closure may be able to use available sick or vacation time.

Should a threat to company property or an employee be received, it should be reported immediately to your immediate supervisor or the Port Manager.



# EMPLOYMENT SEPARATION

## SEPARATION FROM EMPLOYMENT

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Separation from employment with the Port of Brookings Harbor occurs when you voluntarily resign, are laid off, or are discharged by the organization.

### *Resignation*

Employment with us is at-will, which means you are free to resign at any time, with or without cause or notice. However, in order to achieve an orderly transition, we would appreciate receiving notification of your resignation at least 10 working days before the intended date of departure. For supervisors and management-level personnel, at least 30 days' notice of a resignation is required.

### *Job Abandonment*

To maintain a safe and productive work environment, employees are expected to be reliable in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the organization; poor attendance and excessive tardiness are disruptive. Either may lead to corrective action, up to and including termination of employment. **If an employee fails to call in or show up for work for three consecutive shifts or days, job abandonment and voluntary resignation will be assumed.**

### *Job Elimination; Reduction in Work Hours*

Our desire is to avoid circumstances that require a reduction in hours or staff, but we also recognize that situations may arise where such reductions are necessary. Depending upon the circumstances, we may respond in a variety of ways, including offering a voluntary reduction in hours or days of work, reducing your work hours or days of work, reducing the workforce, or reducing expenses by other means. Among the factors we will consider in selecting employees for any reduced hours or reduction in force are:

- your department, location, or job;
- your job knowledge, skills, and ability to do the required work;
- your performance, attendance, and safety and corrective-action history and records;
- your possession of licenses, registrations, and certifications required by the job;
- your creativity and teamwork skills, if required for the job;
- your demonstrated willingness to go the extra mile for the organization, coworkers, and customers; and
- the efficiency of our operation.

Evaluation of these factors is at our discretion. When we conclude that all the factors are substantially equal, we will reduce the hours of or lay off the employee with the shortest term of service. An immediate supervisor/manager will personally notify employees of a layoff. After explaining the layoff procedure, you will be given a letter describing the conditions of the layoff,



such as the effects on benefits, the possibility of reemployment, procedures, and any outplacement services.

If practicable at the time of layoff or upon an employee being placed in an inactive status, we may provide limited reemployment rights for a period of eight weeks. The order of recall will be determined using the above factors. An offer of reemployment may be made orally or in writing to the last address reflected in your personnel records. It is your obligation to keep us informed of any changes to your telephone number, email address, and physical address. The offer will identify the available job and the date you are to report to work. If you are not rehired during the period specified, your reemployment rights end; if you decline reemployment or fail to report on the date specified in an offer, you generally waive any reemployment privileges.

### ***Discharge***

Our philosophy and general practice is to provide employees who have completed the initial introductory period of employment with an opportunity to correct minor performance and conduct problems before discharge is implemented.

The organization has a corrective action policy found on page 33 in this Handbook that describes action management may take, at its discretion, to correct performance deficiencies or policy violations prior to discharging employees. The decision to discharge employees is based not only on the seriousness of the current performance infraction or policy violation, but also on the individual's overall performance and conduct record and length of service.

We also believe that our employees should be given an opportunity to be heard in matters involving corrective action, including discharge, and we have provided a formal dispute resolution procedure found on page 13 of this Handbook for that purpose. You are encouraged to use this procedure to resolve any issues you may have that cannot be resolved by consulting with your supervisor.

### ***Exit Interview***

An exit interview may be arranged to give you an opportunity to share information before leaving the organization. It also allows us to solicit your opinions about our organization and any suggestions you may have for its improvement. We encourage all employees invited to participate in an exit interview when they separate from employment to do so, and we value all opinions and suggestions we receive in the process.

At the exit interview session, you will be given information regarding your benefit continuation rights and responsibilities and how you will receive your final paycheck.

### ***Return of Organization Property***

Upon separation from employment, either voluntarily or otherwise, you must return all organizational property in your possession. Such property may include credit cards, organization vehicles, keys, ID cards, pagers, tools, software, electronic devices, uniforms, this Handbook, and any other items in your possession that belong to the organization.

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## Employee's Notes

# The Port of Brookings Harbor

## HANDBOOK RECEIPT ACKNOWLEDGMENT FORM

As an employee of the Port of Brookings Harbor, I acknowledge the following:

I have been provided a copy of the Employee Handbook. I understand that the Handbook contains important information about the Port of Brookings Harbor's policies, work rules, and my benefits. I have both read and understood the information in the Handbook and to ask my supervisor and/or Port Manager for clarification of any information I do not understand.

I acknowledge the Handbook is neither a contract of employment nor a guarantee of specific treatment in any situation; that the organization has the right to change, modify, add to, substitute, eliminate, interpret, and apply, in its sole judgment, the policies, rules, and benefits described in this Handbook; and that the current Handbook supersedes all prior handbooks, policies, and understandings related to the subjects it contains.

The Port Manager is the only person authorized to make changes to the Handbook and all such changes must be in writing to be valid. Any changes to the content will be communicated to employees via official notices.

**I understand that, unless stated otherwise in an employment contract, my employment relationship with the organization is "at-will" and either the organization or I can end the relationship at any time, with or without reason or notice.** The Port Manager is the only person who has the authority to enter into an employment contract, which must be in writing and signed by both parties to be valid.

Lastly, I am aware that I may be given confidential information during my employment, including customer lists, proprietary organization plans, and other information. **I understand this information is critical to the success of the Port of Brookings Harbor and I agree not to disseminate or use it outside of the organization, even in the event of my separation, either voluntary or involuntary.**

**Non-exempt employees only:** I understand that I am required to take a rest break of 10 minutes (up to 15 minutes permitted) for each four-hour work segment (e.g., each morning and each afternoon shift) that I work and that such breaks are to be taken as near as possible to the midpoint of each work segment. For shifts longer than eight hours, additional breaks may be required. I further understand that I am required to take an unpaid meal break of at least 30 minutes (up to one hour permitted) for every six-hour shift I work. The meal break is to be taken between the third and fifth hours worked. Meal breaks and rest periods are intended to provide nonexempt employees an opportunity away from work. Nonexempt employees are relieved of all duties and are not permitted to perform any work during meal breaks or rest periods unless there is prior approval from a supervisor, which may be granted on the rare occasion when exceptional and unanticipated circumstances prevent the employee from taking an uninterrupted meal period. If I perform any work during my meal period, I will record the entire period as time worked on my time report. I will not return work-related phone calls or

email messages during my lunch period, and if work-related interruptions are common, I understand that I may be required to leave my work area during my meal period.

I also acknowledge that before signing this form, I asked for and received clarification on any of the items discussed above that I did not understand.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Employee's Name

## ACTION ITEM – D

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**DATE:** April 20, 2022  
**RE:** First Supplemental Budget FY 2021-22  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- The governing body of any municipal corporation, under certain circumstances, may make a supplemental budget for the fiscal year for which the regular budget has been prepared. Generally, these circumstances involve unanticipated resources or occurrences that require additional appropriation authority.
- Supplemental budgets may involve changes that increase the appropriation of any fund by 10% or more of the total current appropriation. By law, a notice of the date and time of a public hearing on the proposed supplemental budget must be published in a local newspaper. In addition, the public notice must contain summary information describing the new revised fund totals. **Our adjustments on this supplemental budget are less than 10%.**
- Supplemental budget in which no fund changes more than 10% can be adopted at a regular meeting of the governing body (no public hearing required), but meeting notice must state that a supplemental budget will be considered.
- Summary of the General Fund adjustments.  
Revenues:
  - 1) Cash Carryover increase per actual figures.
  - 2) Commercial Retail increase for property tax reimbursements from tenants.
  - 3) Fuel Dock increase per actual figures and a better fishing season than anticipated.
  - 4) Miscellaneous (credits, refunds & collections) increase per actual figures.
  - 5) Grants & Other Funding decrease per actual figures.
  - 6) Taxes increase based on Curry County Tax Summary.Expenses:
  - 1) Personnel Services increase for staffing adjustments.
  - 2) Material & Services increase due to anticipated expenditures for the remaining fiscal year.
  - 3) Capital Outlay increase due to adjustments to planned projects and contractor's quotes.
- The attached supplemental budget provides detailed information of the adjustments.
- Capital Outlay Fund was reduced based on the FEMA project schedule.

### DOCUMENTS

- Draft Resolution 2022-02 Resolution Adopting the Supplemental Budget, 20 pages

COMMISSIONERS ACTION

- **Recommended Motion:**

Motion to approve Resolution No. 2022-02 Adopting the First Supplemental Budget for Port of Brookings Harbor 2021-2022 fiscal year.

## RESOLUTION No. 2022-02

### RESOLUTION ADOPTING THE FIRST SUPPLEMENTAL BUDGET FOR FISCAL YEAR 2021-22

BE IT RESOLVED that the Board of Directors of the Port of Brookings Harbor hereby adopts the first supplemental budget for fiscal year 2021-22 in the amount of \$7,410,848. This supplemental budget is now on file at 16330 Lower Harbor Road, Brookings Oregon or on the Port of Brookings Harbor website: <https://www.portofbrookingsharbor.com/>.

#### GENERAL FUND

Revised Total Resources \$3,870,000 for revenue adjustments based on actuals July - December 2021 and anticipated resources expected to be received for the remaining fiscal year, for the following: Cash Carryover \$232,000 increase, Program Revenues: Beachfront RV Park \$50,000, Commercial Retail \$24,000 increase, Fuel Dock \$80,000 increase and General Revenues: Assets Sales (\$30,000) decrease, Miscellaneous \$20,220 increase, Grants & Other Funding (\$60,000) decrease. Taxes estimated to be received based on Curry County Tax Summary \$20,000 increase. Revised Total Resources \$3,870,000.

Revised Total Requirements \$3,870,000 for the following: Personnel Services \$20,505 increase for staffing adjustments, Materials and Services \$199,415 increase due to anticipated expenditures for remaining fiscal year and Capital Outlay (\$2,000) decrease due to adjustments in previously planned projects and contractor's quotes. Total Allocated Requirements \$217,920 increase. Total Appropriations \$217,920 increase. Unappropriated Ending Fund Balance \$118,300 increase. Revised Total Requirements \$3,870,000

#### REVENUE BOND DEBT SERVICE FUND - USDA

No adjustments to Revenue Bond Debt Service Fund. Total Resources \$233,000. Total Requirements \$233,000.

#### DEBT SERVICE FUND

No adjustments to Debt Service Fund. Total Resources \$451,355. Total Requirements \$451,355.

#### RV PARK IMPROVEMENT DEBT SERVICE FUND

No adjustments to RV Park Improvement Debt Service Fund. Total Resources \$57,718. Total Requirements \$57,718.

#### CAPITAL PROJECTS FUND

Revised Total Resources \$1,900,000 for resource adjustments based on actuals: Cash Carryover (\$22,500) decrease and FEMA DR-4432 and DR-4452 (\$162,500) decrease based on the project schedule revision. Revised Total Resources \$1,900,000.

Revised Total Requirements \$1,900,000 for revised schedule for the FEMA DR-4432 and DR-4452 Project (\$162,500) decrease. Revised Total Appropriations \$1,897,500. Revised Total Requirements \$1,900,000.

#### PORT CONSTRUCTION FUND

No adjustments to Port Construction Fund. Total Resources \$677,000. Total Requirements \$677,000.

#### RESERVE FUND

No adjustments to Reserve Fund. Total Resources \$221,775. Total Requirements \$221,775.

### RESOLUTION MAKING APPROPRIATIONS

#### General Fund

	Existing	Changes	Adjusted
Total Port Operations.....	2,718,457	217,920	2,936,377
Not Allocated to General Port Operating Fund			
Transfers Out.....	745,323	-	745,323
Contingency.....	20,000	-	20,000
Subtotal .....	765,323	-	765,323
Total Appropriations	3,483,780	217,920	3,701,700
Total Unappropriated and Reserve Amounts	50,000	118,300	168,300
General Fund Total Requirements .....	3,533,780	336,220	3,870,000

#### Revenue Bond Debt Service Fund

Total Appropriations	130,120	-	130,120
Total Unappropriated and Reserve Amounts	102,880	-	102,880
Revenue Bond Debt Service Total Requirements ..	233,000	-	233,000

**Debt Service Fund**

Total Appropriations	423,485	-	423,485
Total Unappropriated and Reserve Amounts	27,870	-	27,870
Debt Service Total Requirements . . . . .	451,355	-	451,355

**RV Park Improvement Debt Service Fund**

Total Appropriations	57,718	-	57,718
Total Unappropriated and Reserve Amounts	-	-	-
RV Park Improv. Debt Service Total Requirements	57,718	-	57,718

**Capital Projects Fund**

Capital Outlay.....		-	
Total Appropriations	2,060,000	(162,500)	1,897,500
Total Unappropriated and Reserve Amounts	2,500	-	2,500
Capital Projects Total Requirements . . . . .	2,062,500	(162,500)	1,900,000

**Port Construction Fund**

Capital Outlay.....			
Total Appropriations	677,000	-	677,000
Total Unappropriated and Reserve Amounts	-	-	-
Port Construction Fund Total Requirements . . . . .	677,000	-	677,000

**Reserve Fund**

Capital Outlay.....			
Total Appropriations	-	-	-
Total Unappropriated and Reserve Amounts	221,775	-	221,775
Reserve Fund Total Requirements . . . . .	221,775	-	221,775

Total APPROPRIATIONS, All Funds . . . . .	6,832,103	55,420	6,887,523
Total Unappropriated and Reserve Amounts, All Funds	405,025	118,300	523,325
<b>TOTAL ADOPTED BUDGET . . . . .</b>	<b>7,237,128</b>	<b>173,720</b>	<b>7,410,848</b>

The above resolution statements were approved and declared adopted on April 20, 2022.

ATTEST:

X \_\_\_\_\_  
Richard Heap, President

X \_\_\_\_\_  
Sharon Hartung, Treasurer/Secretary





# Port of Brookings Harbor Supplemental Budget FY 2021-22

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*Adopted April 20, 2022 Resolution No. 2022-02*

## RESOURCES GENERAL FUND

Port of Brookings Harbor

	Historical Data			RESOURCE DESCRIPTION	Budget for Next Year 2021-22				
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021 Resolution No. 2021-06	First Supplemental Budget Resolution No. 2022-			
	Second Preceding Year 2018/19	First Preceding Year 2019/20							
1	167,030	280,776	319,000	1 Cash Carryover	300,000	532,000		1	<i>Increase cash carryovers 232,000 based on actuals</i>
2	6,767	9,752	9,500	2 Previously levied taxes estimated to be received	9,000	9,000		2	
3	6,211	2,904	3,570	3 Interest	2,000	2,000		3	
4	656,985	220,427	-	4 Interfund Transfer from Capital Projects				4	
5			-	5 <b>OTHER RESOURCES</b>				5	
6	723,837	714,734	640,000	6 Administration/Marina/Moorage & Storage	735,000	735,000		6	
7	594,985	594,084	571,000	7 Beachfront RV Park	750,000	800,000		7	<i>Increase based on actuals and 50,000 expectations</i>
8	85,856	113,898	70,000	8 Boatyard				8	
9	504,262	514,366	515,000	9 Commercial Retail	566,280	590,280		9	<i>Increased due to property tax reimbursements 24,000</i>
10	621,242	780,640	630,000	10 Fuel Dock	770,000	850,000		10	<i>Increased due to fishing season &amp; mild weather 80,000</i>
11	7,629	5,634		11 Land Use Events				11	
12			-	12				12	
13			-	13				13	
14	51,908	5,742	6,000	14 Asset Sales	50,000	20,000		14	<i>decreased due to actuals and (30,000) expectations</i>
15	25,216	31,035	29,652	15 Miscellaneous (Credits, Refunds, Collections & etc...)	31,500	51,720		15	<i>20,220 Increased due to actuals</i>
16			700,000	16 Long Term Debt Borrowings				16	
17			100,000	17 Grants & Other Funding	80,000	20,000		17	<i>Decreased due to expectations (60,000) of receiving grants</i>
18			-	18				18	
19			-	19				19	
20			-	20				20	
21			-	21				21	
22			-	22				22	
23	3,451,928	3,273,992	3,593,722	23 Total resources, except taxes to be levied	3,293,780	3,610,000		23	<i>Increase for Total Resources, except taxes 316,220</i>
24			245,000	24 Taxes estimated to be received	240,000	260,000		24	<i>Increased due to Curry County 2021-22 Tax Roll Summary 20,000</i>
25	229,043	235,948		25 Taxes collected in year levied				25	
26	3,680,971	3,509,940	3,838,722	26 <b>TOTAL RESOURCES</b>	<b>3,533,780</b>	<b>3,870,000</b>		26	<i>336,220 Increase for Total Resources</i>

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REQUIREMENTS SUMMARY  
BY FUND, ORGANIZATIONAL UNIT OR PROGRAM  
GENERAL FUND

Port of Brookings Harbor

	Historical Data			REQUIREMENT TOTALS	Budget for Next Year 2021-22				
	Actual		Adopted Budget This Year 2020/21		Adopted By Governing Body JUN 2021 Resolution No. 2021-08	First Supplemental Budget Resolution No. 2022-			
	Second Preceding Year 2018/19	First Preceding Year 2019/20							
<b>PERSONNEL SERVICES</b>									
1	45,436	78,755	84,500	1 Salary Port Manager	88,420	-	-	1	(8,470) Increase due to combining Port Manager compensation with Port Office Staff and decrease 1,200 due to lost personal vehicle compensation and adjustments in staffing, moved to Repair & Maintenance
2	128,186	128,472	116,465	2 Hourly / Port Office Staff	132,000	219,270	-	2	87,270
3	38,358	28,583	48,194	3 Hourly / RV Park Office Staff	54,120	60,000	-	3	5,880 Increase due to promotion of employee to full-time status
4	131,145	232,707	256,620	4 Hourly / Operations Staff	262,460	250,000	-	4	(12,460) decrease due to adjustments in staffing
5	8,602	7,377	10,000	5 Overtime	7,255	7,255	-	5	
6	122,339	154,405	141,785	6 Costs & Benefits	153,680	165,775	-	6	12,095 Increase due to promoting 2 employees to full-time status and actuals
7	3,748	16,908	18,920	7 Workers Comp	11,810	15,000	-	7	3,190
8	64,768	82,135	81,955	8 Health Care & Dental	86,500	89,500	-	8	13,000
9	540,690	724,412	768,339	9 TOTAL PERSONNEL SERVICES	796,296	816,800	-	9	20,504 Increase Total Personnel Services
10	9	9	10.5	10 TOTAL FULL-TIME EQUIVALENT (FTE)	12.75	13.00	0.00	10	
<b>MATERIALS AND SERVICES</b>									
11	14,038	7,997	14,105	11 Advertising & Notifications	8,690	8,680	-	11	
12	305,244	533,431	342,586	12 Repairs and Maintenance	452,797	438,155	-	12	(16,642) Increase 1,200 due to lost personal vehicle compensation from Personnel Services and decrease 16,642 and moved to Professional Fees
13	530,615	689,074	580,000	13 Fuel Purchased for resale	725,000	805,000	-	13	80,000 Increase due to anticipated expenditures for remaining FY
14	268,928	279,335	319,483	14 Utilities	274,173	292,964	-	14	18,791 Increases due to extra spent on waste removal of boats
15	63,526	44,221	61,011	15 Office Expense	52,007	60,000	-	15	7,993
16	32,419	41,401	34,818	16 Bank Services & Finance Fees	40,482	61,482	-	16	21,000 Increase due to anticipated expenditures for remaining FY
17	2,690	9,535	10,162	17 Travel & Training	4,486	7,500	-	17	3,014
18	35,020	10,757	12,085	18 Permit, Licenses, Taxes, Misc.	19,000	37,000	-	18	18,000 Increase due to Marina's property tax paid by the Port
19	93,503	98,009	86,996	19 Insurance - Property, Liability & Bond	85,292	120,530	-	19	35,238 Increase due to increases in legal services and property & casualty insurance and anticipated expenditures for remaining FY
20	105,803	97,981	97,463	20 Professional Fees	95,425	139,288	-	20	43,863
21	1,451,786	1,809,721	1,558,709	21 TOTAL MATERIALS AND SERVICES	1,767,162	1,966,577	-	21	199,415 Increase Total Materials and Services
<b>CAPITAL OUTLAY</b>									
22	500			22 Land Improvements	15,000	73,000	-	22	58,000 Increase Fire Hydrants Project Land Improvements at the RV Park Electrical Hookup & Material - Boat Wash Water System and waste prevention program transfer dock projects on
23				23 Buildings	50,000	-	-	23	(50,000) hold
24		29,724		24 Equipment & Vehicles	90,000	80,000	-	24	(10,000) decrease based on actuals
25			48,000	25 Security System	40,000	-	-	25	
26			6,000	26 Boat Lunch Kiosk Shelter	-	-	-	26	
27				27 Electrical Bldg - at Transit Dock Area	50,000	-	-	27	
25	500	29,724	55,000	25 TOTAL CAPITAL OUTLAY	165,000	163,000	-	25	(2,000) decrease Total Capital Outlay due to adjustments in previously planned projects and contractor's quotes
26	1,992,876	2,563,857	2,372,046	26 TOTAL ALLOCATED REQUIREMENTS	2,718,457	2,936,377	-	26	217,920 Increase Total Allocated Requirements for General Fund
<b>REQUIREMENTS FOR OTHER ORG. UNITS OR PROGRAMS</b>									
<b>GENERAL FUND per Department Totals</b>									
28	1,023,787	1,382,513	1,327,008	28 Administration/Marina/Moorage & Storage	1,636,807	1,684,247	-	28	45,440 Administration/Marina/Moorage & Storage
29	220,421	174,171	204,660	29 Beachfront RV Park	208,000	253,880	-	29	47,880 Beachfront RV Park
30	55,284	85,595	84,428	30 Boat Yard	-	-	-	30	
31	101,214	226,806	132,218	31 Commercial Retail	121,160	145,160	-	31	24,000 Commercial Retail
32	606,089	712,127	632,114	32 Fuel Dock	752,490	853,090	-	32	100,600 Fuel Dock
33	2,328	1,645	2,620	33 Property Ground/Events	-	-	-	33	
34	2,008,113	2,563,857	2,383,048	34 TOTAL ALLOCATED REQUIREMENTS	2,718,457	2,936,377	-	34	217,920 Increase in Total Allocated Requirements

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FORM  
LB-30

**REQUIREMENTS SUMMARY**  
NOT ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM

**GENERAL FUND**

Port of Brookings Harbor

	Historical Data			REQUIREMENTS DESCRIPTION	Budget for Next Year 2021-22			
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021 Resolution No. 2021-06	First Supplemental Budget Resolution No. 2022-		
	Second Preceding Year 2018/19	First Preceding Year 2019/20						
				PERSONNEL SERVICES NOT ALLOCATED				
1			1					1
2			2					2
3	-	-	-	3 TOTAL PERSONNEL SERVICES	-	-		3
4			4	4 TOTAL FULL-TIME EQUIVALENT (FTE)				4
				MATERIALS AND SERVICES NOT ALLOCATED				
5			5					5
6			6					6
7	-	-	-	7 TOTAL MATERIALS AND SERVICES	-	-		7
				CAPITAL OUTLAY NOT ALLOCATED				
8			8					8
9	-	-	-	9 TOTAL CAPITAL OUTLAY	-	-		9
				DEBT SERVICE				
10			10					10
11	-	-	-	11 TOTAL DEBT SERVICE	-	-		11
				SPECIAL PAYMENTS				
12			12					12
14	-	-	-	14 TOTAL SPECIAL PAYMENTS	-	-		14
				INTERFUND TRANSFERS				
15	167,313	130,120	130,120	15 Transfer to Bond Debt Service Fund	130,120	130,120		15
16	468,051	383,464	368,283	16 Transfer to Debt Service Fund	423,485	423,485		16
			52,908	Transfer to RV Park Improvement Debt Service Fu	57,718	57,718		
17	734,245	62,609	75,000	17 Transfer to Capital Projects Fund	-	-		17
18			684,000	18 Transfer to Port Construction Fund	100,000	100,000		18
19	21,473	126,200	24,000	19 Transfer to Reserve Fund	34,000	34,000		19
20	1,391,082	702,393	1,334,311	20 TOTAL INTERFUND TRANSFERS	745,323	745,323	-	20
21			76,363	21 OPERATING CONTINGENCY	20,000	20,000		21
22	1,391,082	702,393	1,410,674	22 TOTAL REQUIREMENTS NOT ALLOCATED	765,323	765,323		22
23	2,009,113	2,563,857	2,383,048	23 TOTAL ORG./PROG. REQUIREMENTS	2,718,487	2,936,377	-	23
24			3,793,722	24 Total Appropriations	3,483,780	3,701,700	-	24
25	280,776	243,690	45,000	25 UNAPPROPRIATED ENDING FUND BALANCE	50,000	168,300		25
26	3,680,971	3,509,940	3,838,722	26 TOTAL REQUIREMENTS	3,533,780	3,870,000	-	26

*Increase Total ORG./Prog.  
Requirements for General Fund*  
*Increase Total Appropriations  
for General Fund*  
*Increase due to expected  
ending fund balance*  
*Increase Total Requirements  
for General Fund*

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FORM  
LB-35

RESOURCES AND REQUIREMENTS  
REVENUE BOND DEBT SERVICE FUND - USDA

Bond Debt Payments are 1

- Revenue Bonds or
- General Obligation Bonds

Port of Brookings Harbor

	Historical Data			DESCRIPTION OF RESOURCES AND REQUIREMENTS	Budget for Next Year 2021-22				
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021	First Supplemental Budget Resolution No. 2022-			
	Second Preceding Year 2018/19	First Preceding Year 2019/20							
<b>Resources</b>									
1	98,825	99,898	98,395	1	Cash Carry Over	102,380	102,380		1
2	1,880	1,760	2,000	2	Interest	500	500		2
3	167,313	130,120	130,120	3	Transferred from General Fund	130,120	130,120		3
4	<b>268,018</b>	<b>231,778</b>	<b>230,515</b>	4	<b>TOTAL RESOURCES</b>	<b>233,000</b>	<b>233,000</b>		<b>- 4</b>
<b>Requirements</b>									
<b>Bond Principal Payments</b>									
					Issue Date	Budgeted Payment Date			
5	69,016	72,467	76,112	5	November 6, 2000	November 6, 2021	79,917	79,917	5
6		57,653		6					6
7	<b>69,016</b>	<b>130,120</b>	<b>76,112</b>	7	<b>TOTAL PRINCIPAL</b>		<b>79,917</b>	<b>79,917</b>	<b>- 7</b>
<b>Bond Interest Payments</b>									
					Issue Date	Budgeted Payment Date			
8	61,104		54,008	8	November 6, 2000	November 6, 2021	50,203	50,203	8
9				9					9
10	<b>61,104</b>	<b>-</b>	<b>54,008</b>	10	<b>TOTAL INTEREST</b>		<b>50,203</b>	<b>50,203</b>	<b>- 10</b>
<b>Unappropriated Balance for Following Year By</b>									
					Issue Date	Payment Date			
11	38,000			11	Transfer to Capital Projects RES#506				11
12	168,120	130,120	130,120	12	<b>Total Appropriations</b>	<b>130,120</b>	<b>130,120</b>		<b>- 12</b>
13	99,898	101,658	100,395	13	UNAPPROPRIATED ENDING FUND BALANCE	102,880	102,880		13
14	<b>268,018</b>	<b>231,778</b>	<b>230,515</b>	14	<b>TOTAL REQUIREMENTS</b>	<b>233,000</b>	<b>233,000</b>		<b>- 14</b>

\*If this form is used for revenue bonds, property tax resources may not be included.

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RESOURCES AND REQUIREMENTS

**Debt Service Fund**

Debt Payments are for:

- Revenue Bonds or
- General Obligation Bonds

Port of Brookings Harbor

Historical Data			DESCRIPTION OF RESOURCES AND REQUIREMENTS	Budget for Next Year 2021-22					
Actual		Adopted Budget This Year Year 2020/21		Adopted by Governing Body JUN 2021 Resolution No. 2021- 06	First Supplemental Budget Resolution No. 2022-				
Second Preceding Year 2018/19	First Preceding Year 2019/20								
			<b>Resources</b>						
1	24,069	21,006	23,602	1	Cash Carryover	27,420	27,420		1
2	1,025	1,082	1,500	2	Interest	450	450		2
3	468,051	383,464	368,283	3	Transferred IN from General Fund	423,485	423,485		3
4				4					4
5	493,145	405,552	393,385	5	<b>TOTAL RESOURCES</b>	<b>451,355</b>	<b>451,355</b>		<b>- 5</b>
			<b>Requirements</b>						
			Principal Payments						
			Issue Date		Budgeted Payment Date				
6	864	15,192		6	Tidewinds	Monthly			6
7	12,060	12,802	13,616	7	Genie 2018 Forklift	Monthly on the 15th	14,469	14,469	7
8	42,676	45,079	47,754	8	50 BFMII Travelift Lease	Monthly on the 22nd	50,447	50,447	8
9	344,128	222,122	290,000	9	IFA Loans	Quarterly	310,000	310,000	9
10			4,800	10	IFA Sale of Assets		40,000	40,000	10
11	399,728	295,195	356,170	11	<b>TOTAL PRINCIPAL</b>		<b>414,916</b>	<b>414,916</b>	<b>- 11</b>
			Interest Payments						
			Issue Date		Budgeted Payment Date				
12	5,516	4,775	3,959	12	Genie 2018 Forklift	Monthly on the 15th	3,108	3,108	12
13	13,232	10,829	8,154	13	50 BFMII Travelift Lease	Monthly on the 22nd	5,461	5,461	13
14	3,663	59	-	14	IFA Loans	Quarterly			14
15				15					15
16	22,411	15,663	12,113	16	<b>TOTAL INTEREST</b>		<b>8,569</b>	<b>8,569</b>	<b>- 16</b>
			Unappropriated Balance for Following Year By						
			Issue Date		Payment Date				
17	50,000			17	Transfer to Capital Projects RES #506				17
18	472,139	310,858	368,283	18	<b>Total Appropriations</b>		<b>423,485</b>	<b>423,485</b>	<b>- 18</b>
19	21,006	94,694	25,102	19	<b>UNAPPROPRIATED ENDING FUND BALANCE</b>		<b>27,870</b>	<b>27,870</b>	<b>19</b>
20	493,145	405,552	393,385	20	<b>TOTAL REQUIREMENTS</b>		<b>451,355</b>	<b>451,355</b>	<b>- 20</b>

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FORM  
LB-35

RESOURCES AND REQUIREMENTS

RV Park Improvement Debt Service Fund

Debt Payments are for:

- Revenue Bonds or
- General Obligation Bonds

Port of Brookings Harbor

Historical Data			DESCRIPTION OF RESOURCES AND REQUIREMENTS	Budget for Next Year 2021-22					
Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021 Resolution No. 2021-06	First Supplemental Budget Resolution No. 2022-				
Second Preceding Year 2018/19	First Preceding Year 2019/20								
			<b>Resources</b>						
1			1	Cash Carryover	-	-	-	1	
2			2	Interest	-	-	-	2	
3		52,908	3	Transferred IN from General Fund	57,718	57,718		3	
4			4					4	
5	-	-	52,908	5	<b>TOTAL RESOURCES</b>	57,718	57,718	-	5
			<b>Requirements</b>						
			Principal Payments						
			Issue Date		Budgeted Payment Date				
6			6	July 15, 2020	Monthly on the 15th	38,751	38,751		6
7		34,540	7	RV Park Restroom/Laundry Facility & Upgrade					7
8	-	-	34,540	8	<b>TOTAL PRINCIPAL</b>	38,751	38,751	-	8
			Interest Payments						
			Issue Date		Budgeted Payment Date				
9			9	July 15, 2020	Monthly on the 15th	18,967	18,967		9
10		18,368	10	RV Park Restroom/Laundry Facility & Upgrade					10
11	-	-	18,368	11	<b>TOTAL INTEREST</b>	18,967	18,967	-	11
			Unappropriated Balance for Following Year By						
			Issue Date		Payment Date				
12			12						12
13		52,908	13	<b>Total Appropriations</b>		57,718	57,718		13
14			14	<b>UNAPPROPRIATED ENDING FUND BALANCE</b>					14
15	-	-	52,908	15	<b>TOTAL REQUIREMENTS</b>	57,718	57,718	-	15

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RESOURCES AND REQUIREMENTS

CAPITAL PROJECTS FUND

Port of Brookings Harbor

	Historical Data			RESOURCES AND REQUIREMENTS	Budget for Next Year 2021-22				
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021 Resolution No. 2021-06	First Supplemental Budget Resolution No. 2022-			
	Second Preceding Year 2018/19	First Preceding Year 2019/20							
RESOURCES									
1	3,897	10,579	2,500	1	Cash Carryover	62,500	40,000	1	decrease cash carryovers (22,500) based on actuals
2	6			2	Interest	-	-	2	
3	734,245	82,609	75,000	3	Interfund Transfer from General Funds			3	
5	38,000			5	Interfund Transfer from Revenue Bond Fund			5	
6	50,000			6	Interfund Transfer from Debt Service Fund			6	
8	4,825	4,825		8	OSMB MAP Grant			8	
9	3,591			9	OSMB Boarding Dock Agreement #1587			9	
10	3,601			10	FEMA PW22 Storm Damage			10	
11	819,371	182,173		11	FEMA DR-2458-OR PW319 Basin 1 Piling Project			11	
12				12	<del>FEMA DR-4432-OR and DR-4452-OR DREDGING</del> <del>elimating this line</del>	<del>300,000</del>		12	
13				13	<del>FEMA DR-4432-OR SLOPE REPAIR</del> <del>elimating this line</del>	<del>666,260</del>		13	
14				14	<del>FEMA DR-4432-OR and DR-4452-OR Build Sediment Enclosure</del> <del>elimating this line</del>	<del>262,600</del>		14	
15				15	<del>FEMA HMGP - RV Park and Boatyard Restoration</del> <del>elimating this line</del>	<del>371,260</del>		15	
16			30,000	16	<del>FEMA Matching Funds</del> <del>elimating this line &amp; combining with FEMA DR-4433-4452</del>	<del>500,000</del>		16	
12			90,000	12	FEMA DR-4432-OR and DR-4452-OR		1,860,000	12	Increase - combined all resources related to FEMA project DR-4432 and DR-4452 1,860,000
13	39,244			13	State Lottery Funds - IFA L18010 Dock Renovation			13	
14		14,154	570,000	14	State Lottery Funds - C2019375 Dock Repair & Improvement			14	
15	1,486,780	274,340	767,500	15	<b>TOTAL RESOURCES</b>	<b>2,062,500</b>	<b>1,900,000</b>	15	(162,500) decrease Total Resources
REQUIREMENTS									
16	3,897	2,499		16	OSMB MAP Grant			16	
17	3,296			17	OSMB Boarding Dock Agreement #1587			17	
18	766,257			18	FEMA DR-2458 PW319 Basin 1 Piling Project			18	
24				24	<del>FEMA DR-4432-OR and DR-4452-OR DREDGING</del> <del>elimating this line</del>	<del>400,000</del>		24	
25				25	<del>FEMA DR-4432-OR SLOPE REPAIR</del> <del>elimating this line</del>	<del>766,000</del>		25	
19	39,244			19	State Lottery Funds - IFA L18010 Dock Renovation			19	
20	1,232	48,084	645,000	20	State Lottery Funds - C2019375 Dock Repair & Improv			20	
21	14,933			21	FEMA Forced Labor Expenses FEMA DR-4432-OR and DR-4452-OR	145,000	1,897,500	21	Increase - combined all expenditures related to FEMA project DR-4432 and DR-4452 1,752,500
22	357			22	OSMB Grant Forced Labor Expenses			22	
23	656,985	220,427	-	23	Interfund Transfer from Capital Projects (Due to/From)			23	
24	1,486,201	271,840	765,000	24	<b>Total Appropriations</b>	<b>2,060,000</b>	<b>1,897,500</b>	24	(162,500) decrease Total Appropriations
25	10,579	2,500	2,500	25	UNAPPROPRIATED ENDING FUND BALANCE	2,500	2,500	25	
26	1,486,780	274,340	767,500	26	<b>TOTAL REQUIREMENTS</b>	<b>2,062,500</b>	<b>1,900,000</b>	26	decrease Total Requirements (162,500) for Capital Projects

condensing lines into one line item

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RESOURCES AND REQUIREMENTS

Port Construction Fund

Port of Brookings Harbor

	Historical Data			RESOURCES AND REQUIREMENTS	Budget for Next Year 2021-22				
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021	First Supplemental Budget Resolution No. 2022-			
	Second Preceding Year 2018/19	First Preceding Year 2019/20							
				RESOURCES					
1				1	Cash Carryover	575,000	575,000		1
2			5,000	2	Interest	2,000	2,000		2
3			684,000	3	Interfund Transfer from General Funds	100,000	100,000		3
4			-	4					4
5	-	-	689,000	5	<b>TOTAL RESOURCES</b>	<b>677,000</b>	<b>677,000</b>	-	<b>5</b>
				REQUIREMENTS					
6			689,000	6	RV Park Restroom/Laundry Facility & Improvements	677,000	677,000		6
7				7					7
8				8					8
9				9					9
10				10					10
11				11					11
12			689,000	12	Total Appropriations	677,000	677,000	-	12
13				13	UNAPPROPRIATED ENDING FUND BALANCE		-	-	13
14	-	-	689,000	14	<b>TOTAL REQUIREMENTS</b>	<b>677,000</b>	<b>677,000</b>	-	<b>14</b>

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**FORM  
LB-11**

**RESOURCES AND REQUIREMENTS**

Resolution #307 established this fund in 1998 for dock maintenance and future dock replacements. Eq, Land and Buildings (See attached Schedule C)

**RESERVE FUND**

Port of Brookings Harbor

	Historical Data			DESCRIPTION	Budget for Next Year 2021-22			
	Actual		Adopted Budget This Year Year 2020/21		RESOURCES AND REQUIREMENTS	Adopted By Governing Body JUN 2021 Resolution No. 2021-06	First Supplemental Budget Resolution No. 2022-	
	Second Preceding Year 2018/19	First Preceding Year 2019/20						
				<b>RESOURCES</b>				
1	11,908	33,092	130,000	1	Cash Carryover	186,575	186,575	1
2	521	1,978	3,000	2	Interest	1,200	1,200	2
3	21,473	126,200	24,000	3	Transferred IN from General Fund	24,000	24,000	3
4				4	Transferred IN from General Fund (20% Asset Proceeds)	10,000	10,000	4
5				5				5
6				6				6
7	33,902	161,270	157,000	7	<b>TOTAL RESOURCES</b>	<b>221,775</b>	<b>221,775</b>	- 7
				<b>REQUIREMENTS</b>				
8				8	Transferred OUT to General Fund			8
9				9	Transferred OUT to Capital Projects Fund			9
10				10				10
11				11				11
12				12				12
13				13				13
14	-	-	-	14	Total Appropriations	-	-	- 14
15	33,902	161,270	157,000	15	UNAPPROPRIATED ENDING FUND BALANCE	221,775	221,775	15
16	33,902	161,270	157,000	16	<b>TOTAL REQUIREMENTS</b>	<b>221,775</b>	<b>221,775</b>	- 16

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# SCHEDULES

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General Fund Totals	7

**Schedule A**  
**GENERAL FUND BY DEPARTMENT**  
**REQUIREMENTS FOR: Marina/Administration/Marine Services &**  
**Events**

Port of Brookings Harbor

	Historical Data			DESCRIPTION	Budget for Next Year 2021-22					
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021 Resolution No. 2021-08	First Supplemental Budget Resolution No. 2022-				
	Second Preceding Year 2018/19	First Preceding Year 2019/20								
<b>PERSONNEL SERVICES</b>										
1	45,436	78,755	84,500	1 Salary Port Manager - 1	88,470			1	(18,470)	Increase due to combining Port Manager compensation with Port Office Staff and decrease 1,200 due to lost personal vehicle compensation and adjustments in staffing
2	123,446	123,472	116,465	2 Hourly / Port Office Staff - 3.5	132,000	219,270		2	87,270	
3	78,335	232,635	256,620	3 Hourly / Operations Staff - 5.25	262,400	234,400		3	(28,000)	decrease due to adjustments in staffing
4	2,750			4 Bonus				4		
5	4,670	6,718	9,137	5 Overtime	6,655	6,655		5		
6	122,339	154,405	141,785	6 Costs & Benefits	153,680	165,775		6	12,095	Increase due to promotion of employee to full-time status, sick leave benefit actuals & increase for Worker's Comp. based on actuals
7	3,748	16,908	18,920	7 Workers Comp	11,610	15,000		7	3,190	
8	64,788	82,135	81,855	8 Health Care & Dental	88,900	99,500		8	13,000	
9	446,482	695,028	709,282	9 TOTAL PERSONNEL SERVICES	741,575	740,600		9	(975)	decrease Total Personnel Services for Marina/Admin., Marine Services & Events
10	4	4	7.25	10 TOTAL FULL-TIME EQUIVALENT (FTE)	10.26	10.00	11.50	10		
<b>MATERIALS AND SERVICES</b>										
11	12,392	6,587	13,000	11 Advertising & Notifications	7,468	7,468		11		
12	171,190	313,309	186,223	12 Repairs and Maintenance	382,752	336,150		12	(16,642)	decrease and moved to Professional Fees
13	130,859	118,483	133,220	13 Utilities	146,209	160,000		13	13,791	Increase due to extra spent for waste removal, disposal of boats
14	54,639	41,502	54,482	14 Office Expense	48,260	55,433		14	7,173	Increase due to anticipated expenditures for remaining FY
15	10,089	10,904	7,160	15 Bank Services & Finance Fees	10,708	10,708		15		
16	2,691	9,535	10,162	16 Travel & Training	4,486	7,500		16	3,014	Increase due to anticipated expenditures for remaining FY
17	23,316	2,892	8,284	17 Permit, Licenses, Taxes, Misc	5,134	5,134		17		
18	73,583	74,779	68,089	18 Insurance - Property, Liability & Bond	86,018	105,254		18	25,238	Increase due to increases in legal services and property & casualty insurance and anticipated expenditures for remaining FY
19	93,736	81,770	82,146	19 Professional Fees	87,159	130,000		19	42,841	
20	572,275	667,761	562,726	20 TOTAL MATERIALS AND SERVICES	742,232	817,647		20	75,415	Increase Total Materials and Services
<b>CAPITAL OUTLAY</b>										
21	500			21 Land Improvements	15,000	46,000		21	31,000	Increase -Fire Hydrants Project per approved bid -Electrical Hookup & Material - Boat Wash Water System
22				22 Buildings	50,000			22	(50,000)	decrease (Electrical Bldg at Transient Dock Project on hold)
23				23 Fire Hydrants	15,000			23		
23		29,724		23 Equipment & Vehicles	90,000	80,000		23	(10,000)	decrease based on actuals
25			49,000	25 Security System	40,000			25		
26			6,000	26 Boat Launch Kiosk Shelter				26		
27				27 Electrical Bldg at Transient Dock Area	50,000			27		
24	5,000	29,724	55,000	24 TOTAL CAPITAL OUTLAY	155,000	126,000		24	(29,000)	decrease in Total Capital Outlay Marina/Admin., Marine Services & Events increase in Total Admin./Marina
25	1,023,767	1,382,513	1,327,008	25 TOTAL DEPT. REQUIREMENTS	1,638,807	1,684,247		25	45,440	Requirements

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**REQUIREMENTS FOR: BEACHFRONT RV PARK**

	Historical Data			DESCRIPTION	Budget for Next Year 2021-22			
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021	First Supplemental Budget Resolution No. 2022-		
	Second Preceding Year 2018/19	First Preceding Year 2019/20						
<b>PERSONNEL SERVICES</b>								
1	38,356	28,653	48,194	1 Hourly / RV Park Office Staff - 2	54,120	60,000	-	1 Increase due to promotion of employee to full-time status 5,880
2	11,620	72		2 Hourly / RV Park Operations Staff				2
3	2,748	659	663	3 Overtime	600	600		3
4				4				4
5				5				5
6				6				6
7	52,724	29,384	49,057	7 TOTAL PERSONNEL SERVICES	54,720	60,600	-	7 Increase Total Personnel Service for Beachfront RV Park 5,880
8	1.50	1.5	1.25	8 TOTAL FULL-TIME EQUIVALENT (FTE)	1.25	2		8
<b>MATERIALS AND SERVICES</b>								
9	1,646	1,410	1,105	9 Advertising & Notifications	1,212	1,212		9
10	46,078	32,811	42,802	10 Repairs and Maintenance	38,471	38,471		10
11	70,408	68,380	79,503	11 Utilities	74,685	74,685		11
12	8,553	2,609	6,324	12 Office Expense	4,567	4,567		12
13	14,411	20,109	17,500	13 Bank Services & Finance Fees	20,874	35,874		13 Increase due to anticipated expenditures for remaining FY 15,000
14	11,625	6,905	2,771	14 Permit, Licenses, Taxes, Misc.	6,666	6,666		14
15	761	1,732	1,066	15 Insurance - Property, Liability & Bond	1,341	1,341		15
16	2,478	10,831	4,532	16 Professional Fees	3,464	3,464		16
17	155,961	144,787	155,603	17 TOTAL MATERIALS AND SERVICES	151,280	166,280	-	17
<b>CAPITAL OUTLAY</b>								
18				18 Land Improvements	-	27,000		18 Increase for improvements: Gate Opener, Blocks and Fencing Divisions 27,000
19				19 Buildings				19
20	-			20 Equipment & Vehicle/s				20
21	-	-	-	21 TOTAL CAPITAL OUTLAY	-	27,000	-	21 Increase Total Capital Outlay RV Park 27,000
22	208,685	174,171	204,660	22 TOTAL DEPT. REQUIREMENTS	206,000	253,880	-	22 Increase Total RV Park Requirements 47,880

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Schedule A  
GENERAL FUND BY DEPARTMENT  
**REQUIREMENTS FOR: BOATYARD**

	Historical Data			DESCRIPTION	Budget for Next Year 2021-22				
	Actual		Adopted Budget This Year Year 2020/21		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
	Second Preceding Year 2018/19	First Preceding Year 2019/20							
<b>PERSONNEL SERVICES</b>									
1	23,867			1	Hourly / Operations Staff				1
2	336			2	Overtime				2
3				3					3
4				4					4
5				5					5
6	24,203	-	-	6	<b>TOTAL PERSONNEL SERVICES</b>	-	-	-	6
7	1	1		7	<b>TOTAL FULL-TIME EQUIVALENT (FTE)</b>				7
<b>MATERIALS AND SERVICES</b>									
8	13,640	34,120	32,558	8	Repairs and Maintenance				8
9	7,872	26,337	43,505	9	Utilities				9
10	9,569	6,138	8,365	10	Insurance - Property, Liability & Bond				10
11				11	Permit, Licenses, Taxes, Misc.				11
12				12					12
13				13					13
14	31,081	66,595	84,428	14	<b>TOTAL MATERIALS AND SERVICES</b>	-	-	-	14
<b>CAPITAL OUTLAY</b>									
15				15					15
16				16					16
17	-	-	-	17	<b>TOTAL CAPITAL OUTLAY</b>	-	-	-	17
18	55,284	66,595	84,428	18	<b>TOTAL DEPT. REQUIREMENTS</b>	-	-	-	18

ELIMANATING THIS PAGE FROM BUDGET, SEE  
MARINE SERVICES UNDER MARINA

REQUIREMENTS FOR: COMMERCIAL RETAIL

	Historical Data			DESCRIPTION	Budget for Next Year 2021-22			
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021	First Supplemental Budget Resolution No. 2022-		
	Second Preceding Year 2018/19	First Preceding Year 2019/20						
<b>PERSONNEL SERVICES</b>								
1	5,284			1	Hourly / Operations Staff			1
2	223			2	Overtime			2
3				3				3
4				4				4
5	5,507	-	-	5	TOTAL PERSONNEL SERVICES	-	-	- 5
6	1	1		6	TOTAL FULL-TIME EQUIVALENT (FTE)			6
<b>MATERIALS AND SERVICES</b>								
7	24,257	146,747	57,791	7	Repairs and Maintenance	48,164	48,164	7
8	54,247	61,791	56,480	8	Utilities	54,624	54,624	8
9	79	682	1,030	9	Permit, Licenses, Taxes, Misc.	1,200	25,200	9
10	9,590	12,226	8,387	10	Insurance - Property, Liability & Bond	12,370	12,370	10
11	7,534	5,360	8,530	11	Professional Fees	4,802	4,802	11
12				12				12
13	95,707	226,806	132,218	13	TOTAL MATERIALS AND SERVICES	121,160	145,160	- 13
<b>CAPITAL OUTLAY</b>								
14				14	Land Improvements			14
15				15	Buildings			- 15
16	-			16	Equipment & Vehicle/s			- 16
17	-	-	-	17	TOTAL CAPITAL OUTLAY	-	-	- 17
18	101,214	226,806	132,218	18	TOTAL DEPT. REQUIREMENTS	121,160	145,160	- 18

24,000 Increased due to property tax reimbursements

24,000 Increase Total Materials and Services

24,000 Increase in Total Comm. Retail Requirements

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Schedule A  
GENERAL FUND BY DEPARTMENT  
**REQUIREMENTS FOR: FUEL DOCK**

Port of Brookings Harbor

	Historical Data			DESCRIPTION	Budget for Next Year 2021-22			
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021 Resolution No. 2021-06	First Supplemental Budget Resolution No. 2022-		
	Second Preceding Year 2018/19	First Preceding Year 2019/20						
<b>PERSONNEL SERVICES</b>								
1	10,023			1 Hourly / Operations Staff		15,600		1 <i>Increased due average 15,600 operational hours at Fuel Dock</i>
2	626			2 Overtime				2
3				3				3
4	10,649	-	-	4 <b>TOTAL PERSONNEL SERVICES</b>	-	15,600	-	4 <i>Total Personnel Services for 15,600 Fuel Dock</i>
5	0.25	0.5		5 <b>TOTAL FULL-TIME EQUIVALENT (FTE)</b>		0.25		5
<b>MATERIALS AND SERVICES</b>								
6	50,078	6,444	22,212	7 Repairs and Maintenance	13,370	13,370		7
7	530,615	689,074	580,000	8 Fuel Purchased for resale	725,000	805,000		8 <i>Increased due to fishing 80,000 season &amp; mild weather</i>
8	4,429	4,699	5,155	9 Utilities	3,655	3,655		9
9	335	110	225	10 Office Expense				10
10	7,938	10,388	10,158	11 Bank Services & Finance Fees	8,900	13,900		11 <i>Increase due to anticipated 5,000 expenditures for remaining FY</i>
11		278		12 Permits, Licenses, Taxes, & Misc.	-	-		12
12		1,134	1,109	13 Insurance - Property, Liability & Bond	1,565	1,565		13
13	2,055		2,255	14 Professional Fees				14
14				15				15
15	595,450	712,127	621,114	16 <b>TOTAL MATERIALS AND SERVICES</b>	762,490	837,490	-	16 <i>Increase Total Materials &amp; 85,000 Services</i>
<b>CAPITAL OUTLAY</b>								
16			11,000	17 Land Improvements				17
17	-	-		18 Buildings				18
18				19 Equipment & Vehicle/s				19
19	-	-	11,000	19 <b>TOTAL CAPITAL OUTLAY</b>	-	-	-	19
20	606,099	712,127	632,114	20 <b>TOTAL DEPT. REQUIREMENTS</b>	752,480	853,090	-	20 <i>Increase Total Fuel Dock 100,600 Requirements</i>

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REQUIREMENTS FOR: PROPERTY GROUND USE

	Historical Data			DESCRIPTION	Budget for Next Year 2021-22			
	Actual		Adopted Budget This Year Year 2020/21		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2018/19	First Preceding Year 2019/20						
				<b>PERSONNEL SERVICES</b>				
1	1,017			1	Hourly / Operations Staff			1
2				2	Overtime			2
3				3				3
4				4				4
5	1,017	-	-	5	TOTAL PERSONNEL SERVICES			5
6	0.10	0.10		6	TOTAL FULL-TIME EQUIVALENT (FTE)			6
				<b>MATERIALS AND SERVICES</b>				
7	3,000		1,000	7	Repairs and Maintenance			7
8	1,665	1,645	1,620	8	Utilities			8
9				9				9
10				10				10
11				11				11
12				12				12
13	4,665	1,645	2,620	13	TOTAL MATERIALS AND SERVICES	-	-	- 13
				<b>CAPITAL OUTLAY</b>				
14				14	Golf Carts			14
15				15	2018 Genie Forklift			- 15
16	-			16	2018 Ford F150 Truck			- 16
17	-	-		17	Vehicle/s			- 17
18				18	Security System			18
19	-	-	-	19	TOTAL CAPITAL OUTLAY	-	-	- 19
20	5,682	1,645	2,620	20	TOTAL DEPT. REQUIREMENTS	-	-	- 20

ELIMANATING THIS PAGE FROM BUDGET, SEE  
PROPERTY GROUND USE UNDER MARINA

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**REQUIREMENTS SUMMARY  
BY FUND, ORGANIZATIONAL UNIT OR PROGRAM  
GENERAL FUND DEPARTMENT TOTALS**

Port of Brookings Harbor

	Historical Data			REQUIREMENT TOTALS	Budget for Next Year 2021-22				
	Actual		Adopted Budget This Year Year 2020/21		Adopted By Governing Body JUN 2021 Resolution No. 2021-08	First Supplemental Budget Resolution No. 2022-			
	Second Preceding Year 2018/19	First Preceding Year 2019/20							
<b>PERSONNEL SERVICES</b>									
1	45,436	78,755	84,500	1 Salary Port Manager - I	86,470			(86,470)	increase due to combining Port Manager compensation with Port Office Staff and decrease 1,200 due to lost personal vehicle compensation and adjustments in staffing
2	126,196	123,472	116,465	2 Hourly / Port Office Staff - 3.5	132,000	219,270		87,270	increase due to promotion of employee to full-time status
3	38,356	28,653	48,194	3 Hourly / RV Park Office Staff	54,120	60,000		5,880	decrease due to adjustments in staffing
4	131,145	232,707	256,620	4 Hourly / Operations Staff	262,460	250,000		(12,460)	
5	8,602	7,377	10,000	5 Overtime	7,255	7,255			
6	122,339	154,405	141,785	6 Costs & Benefits	153,680	185,775		12,095	
7	3,748	16,908	18,920	7 Workers Comp	11,810	15,000		3,190	increase due to promotion of employee to full-time status & increase for Workers Comp.
8	64,768	82,135	81,855	8 Health Care & Dental	86,500	98,500		13,000	based on actuals
9	540,590	724,412	758,339	9 TOTAL PERSONNEL SERVICES	796,295	815,800		20,505	increase Total Personnel Services
10	9	9	9.5	10 TOTAL FULL-TIME EQUIVALENT (FTE)	12.75	13			
<b>MATERIALS AND SERVICES</b>									
11	14,039	7,997	14,104	11 Advertising & Notifications	8,680	8,680			
12	305,244	533,431	342,586	12 Repairs and Maintenance	452,797	436,155		(16,642)	decrease and moved to Professional Fees
13	530,615	689,074	580,000	13 Fuel Purchased for resale	725,000	605,000		80,000	increase due to anticipated expenditures for remaining FY
14	268,928	279,335	319,483	14 Utilities	279,173	292,864		13,791	increases due to extra spent on waste removal of boats
15	63,526	44,221	61,011	15 Office Expense	52,827	60,000		7,173	
16	32,419	41,401	34,818	16 Bank Services & Finance Fees	40,482	60,482		20,000	
17	2,690	9,535	10,162	17 Travel & Training	4,485	7,500		3,014	increase due to anticipated expenditures for remaining FY
18	35,020	10,757	12,065	18 Permit, Licenses, Taxes, Misc.	13,000	37,000		24,000	increase due to increases in legit services and property & casualty insurance and anticipated expenditures for remaining FY
19	93,503	96,009	86,986	19 Insurance - Property, Liability & Bond	95,292	120,530		25,238	
20	105,803	97,961	97,463	20 Professional Fees	95,425	134,366		42,941	
21	1,451,786	1,809,721	1,558,709	21 TOTAL MATERIALS AND SERVICES	1,767,162	1,986,577		199,415	increase Total Materials and Services
<b>CAPITAL OUTLAY</b>									
22	16,737			22 Land Improvements	15,000	73,000		58,000	increase •Fire Hydrants Project •Land Improvements at the RV Park •Electrical Hookup & Material - Boat Wash •Water System
23				23 Buildings	50,000			(50,000)	decrease Electrical Bldg at Transient Dock Project
24				24 Fire Hydrants	<del>15,000</del>				*elimating this line
24		29,724		24 Equipment & Vehicle/s	90,000	80,000		(10,000)	decrease based on actuals
26			49,000	26 Security System	<del>40,000</del>				*elimating this line
27			6,000	27 Boat Launch Kiosk Shelter	<del>6,000</del>				*elimating this line
28				28 Electrical Bldg - at Transient Dock Area	<del>50,000</del>				*elimating this line
25	16,737	29,724	55,000	25 TOTAL CAPITAL OUTLAY	155,000	153,000		(2,000)	increase in Total Capital Outlay
26	2,009,113	2,563,857	2,372,048	26 TOTAL ALLOCATED REQUIREMENTS	2,718,457	2,936,377			
<b>REQUIREMENTS FOR OTHER ORG. UNITS OR PROGRAMS</b>									
27				27 GENERAL FUND per Department Totals					increase requirements per department:
28	1,023,767	1,382,513	1,327,008	28 Administration/Marina/Moorage & Storage	1,636,807	1,684,347		45,440	Administration/Marina/Moorage & Storage
29	220,421	174,171	204,660	29 Beachfront RV Park	206,000	263,865		47,865	Beachfront RV Park
30	66,284	66,596	84,428	30 Boat Yard					
31	101,214	226,805	132,218	31 Commercial Retail	121,160	146,180		24,000	Commercial Retail
32	606,099	712,127	632,114	32 Fuel Dock	782,490	853,090		100,600	Fuel Dock
33	2,398	1,645	2,820	33 Property Ground/Events					
34	2,009,113	2,563,857	2,383,048	34 TOTAL ALLOCATED REQUIREMENTS	2,718,457	2,936,377		217,920	increase in Total Allocated Requirements

\*elimating these lines, condensing line items under Capital Outlay to correspond with accounting reports

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## **ACTION ITEM – E**

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**DATE:** April 20, 2022  
**RE:** South Coast Knight Security, Consent to Assignment & Assumption of Agreement  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Port was notified by Four Aces Security Solutions to amend the security contract agreement with the Port and South Coast Knight Security. Four Aces Security Solutions purchased South Coast Knight Security.

### DOCUMENTS

- Email to Port notifying of the change of company business name, 1 page
- Draft Consent to Assignment and Assumption of Agreement for Security Services, 2 pages
- POBH Agreement for Security Services, 5 pages

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve the draft South Coast Knight Security, Consent to Assignment & Assumption of Agreement with Four Aces Security Solutions.

**portmanager@portofbrookingsharbor.com**

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**From:** Audrey Miller <admin@4acesecurity.com>  
**Sent:** Wednesday, March 23, 2022 3:19 PM  
**To:** portmanager@portofbrookingsharbor.com  
**Subject:** Private Security Contract

Port Manager,

I would like to amend the contract between the Port of Brookings and South Coast Knight Security to reflect the name change of the company to Four Aces Security Solutions LLC. Payments may be made to Four Aces Security Solutions LLC at 16340 Lower Harbor Rd. Ste. 1 #271 Brookings, OR 97415. Also I have "Patrolled By" signs and stickers for you.

-Joshua Kemp  
Four Aces Security Solutions

## CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR SECURITY SERVICES

This Consent to Assignment and Assumption of Agreement for Security Services (“Consent”) dated as of April 20, 2022, is made by and among the Port of Brookings Harbor (“the Port”), an Oregon municipal corporation, South Coast Knight Security, LLC (“Assignor”) and Four Aces Security Solutions LLC (“Assignee”).

WHEREAS, Assignor entered into an agreement with the Port on September 21, 2021 to provide security services, which is attached hereto and incorporated herein by this reference; and

WHEREAS, Assignor has sold its security business to Four Aces Security Solutions LLC and

WHEREAS, the Port is willing to execute the Consent, subject to all of the terms and provisions herein contained.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. CONSENT TO ASSIGNMENT. The Port hereby consents to the assignment and assumption of the Agreement for Security Services referenced above, as amended, by Assignor to Assignee subject to the terms and provisions of this Consent.
2. FURTHER ASSIGNMENT. This Consent is not to be deemed a consent to the further assignment of the agreement. Pursuant to the agreement, the Port’s consent in writing must be obtained prior to any further assignment of the agreement.
3. ASSUMPTION OF OBLIGATIONS. Assignee hereby assumes all of the obligations of Assignor arising under the agreement from and after April 20, 2022 and agrees to be bound by and to perform all of the terms, covenants, agreements, provisions, and conditions of the agreement on Assignor’s part to be performed or observed from and after April 20, 2022.
4. RELEASE OF ASSIGNOR. This Consent serves as a waiver and release of the continuing obligations of Assignor under the agreement as of April 20, 2022. Assignor will remain responsible for any liabilities and obligations incurred up to that date.
5. GOVERNING LAW. This Consent will be governed and construed in accordance with Oregon Law.

IN WITNESS WHEREOF, this Consent has been executed as of the \_\_\_\_ day of April, 2022.

<b>PORT:</b>	<b>ASSIGNOR:</b>	<b>ASSIGNEE:</b>
Richard Heap, President Board of Commissioners	Thomas Sorrentino, Member South Coast Knight Security, LLC	Joshua Kemp, Owner Four Aces Security Solutions LLC
Attest:  Commissioner		

DRAFT

## **Port of Brookings Harbor Agreement for Security Services**

This Agreement for Security 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 South Coast Knight Security 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, unless otherwise terminated or extended, two years from the date of its execution. Upon the expiration of its two-year term, this Agreement may be extended for an additional term of one-year upon agreement of the parties. If an extension is not executed prior to the expiration of the Agreement, the parties may agree to continue the Agreement on a month-to-month basis for up to six months.

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

- A. Daily operations include, but not limited to the following:
  - i. Provide nightly security patrol of all Port docks, parking lots, RV Park, shipyard and all leased property within the Port complex.
  - ii. Monitor and enforce proper parking of vehicles, RV's, campers, travel trailers or any other vehicles.
  - iii. Enforce all Port ordinances and policies as requested by the Port Commission or the Port Manager.
  - iv. Provide assistance to the general public.
  - v. Provide and obtain assistance to all local law enforcement and emergency services personnel as needed.
  - vi. Lock restrooms at 10:00pm and reopen them at 4:00am.
  - vii. Lock RV Park gate at 10:00pm.
- B. Provide properly trained and uniformed personnel to perform the above operations.
- C. Provide a clearly marked vehicle for patrol.
- D. Provide the necessary communications equipment.
- E. Provide additional security during special events for Port properties (event planners must provide their own security).
- F. Hours of security patrol are 10:00 pm to 4:00 am, seven days a week, 2 hours minimum per shift.
- G. Report directly to the Port Manager or designee by means of daily shift reports and occurrence reports.

### **3.0. Compensation & Billing.**

**3.01. Compensation.** Contractor will be compensated on an hourly basis for services rendered as follows:

- o \$46.35 per hour (2 hour minimum per shift)
- o \$69.53 per hour for (1 hour minimum for call-outs or requests for additional service)

**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, specifically including, but not limited to, Security Guard Training and Security Manager License Certification.

**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 cease contracting for security services;
- 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 5.02 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. Anti-Discrimination.** Contractor must not discriminate in the employment and treatment of employees based upon their race, color, religion, sex or national origin.

**9.0. Insurance.** Contractor and its subcontractors must maintain insurance acceptable to the POBH in full force and effect throughout the term of this Agreement. The policy or policies of insurance maintained by the Contractor and its subcontractors must provide at least the following limits and coverages:

**9.01. Coverages.** Contractor and its subcontractors must, at Contractor's or subcontractor's expense, and keep in effect during the term of this Agreement, the following insurance with the following minimum coverage amounts:

Commercial General Liability Insurance	\$1,000,000.00 Each Occurrence Limit BI/PI/PD \$2,000,000.00 General Aggregate
Worker's Compensation Insurance	\$500,000
Comprehensive Automobile Liability Insurance	\$ 1,000,000.00 Each Occurrence CSL (including coverage for all owned, hired and non-owned vehicles)

**9.02. Additional Insured Provision.** The POBH, its elected and appointed officers, agents, and employees must be added as additional insureds with respect to this Agreement. All Liability Insurance policies must be endorsed to show this additional coverage.

**9.03. Insurance Carrier Rating.** Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the POBH. The POBH reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

**9.04. Certificates of Insurance.** As evidence of the insurance coverage required by the contract, Contractor must furnish a Certificate of Insurance to the POBH. No contract will be effective until the required certificates have been received and approved by the POBH. The certificate will specify and document all of the required insurance provisions within this Agreement. A renewal certificate must be sent to the POBH 10 days prior to coverage expiration.

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

**9.06. Notice of Cancellation.** Contractor's insurance policies must contain provisions that such policies may not be canceled or their limits of liability reduced without thirty (30) days prior notice to POBH. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of POBH, in lieu thereof, a certificate in form satisfactory to POBH certifying to the issuance of such insurance shall be forwarded to the POBH Authorized Representative prior to the commencement of work.

**9.07. Effect of Insurance.** The procuring of such required insurance may not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor will be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

**10.0. Method and Place of Giving Notice, Submitting Bills and Making Payments.** All notices, bills and payments must be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

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

**South Coast Knight Security, LLC**  
16340 Lower Harbor Road Unit 1 #271  
Brookings, OR 97415

and when so addressed, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments will be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

**11.0. Compliance with Public Contract Laws.** Contractor will observe all applicable state and local laws pertaining to public contracts. ORS Chapter 279 requires every public contract to contain certain provisions. Pursuant to ORS 279, the following provisions are part of this contract, as applicable, including without limitation the following:

**11.01. Compliance with Tax Laws.** Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Agreement. Contractor understands that Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before execution of this Agreement or during the term of this Agreement is a default for which POBH may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

**11.02. Compliance with Payment Provisions.** Contractor is required to:

- (a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Agreement.
- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

**11.02. 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.

**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.

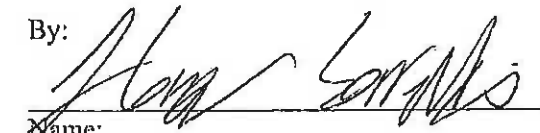
IN WITNESS WHEREOF, the POBH has caused this agreement to be executed by its duly authorized undersigned officer and the Contractor has executed this agreement on the date herein above first written.

**PORT OF BROOKINGS HARBOR  
BOARD OF COMMISSIONERS**

  
By: Joseph Speir, Vice-President

ATTEST:  
  
Sharon Hartung, Secretary / Treasurer

**CONTRACTOR:  
SOUTH COAST KNIGHT SECURITY, LLC**

By:   
Name:  
Its: Thomas Sorrentino  
ops. man.

## ACTION ITEM – F

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**DATE:** April 20, 2022  
**RE:** Oregon Business Development Department Special Public Works  
Emergency Project Financing Contract Project Number L22009  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- OBDD Special Public Works Fund Emergency Project Financing Contract Project Number L22009 is for the FEMA DR-4432 disaster repairs and mitigation matching amounts.
- Due to February 24, 2019 severe storm, the Federal Emergency Management Agency (“FEMA”) approved Federal Disaster DR-4432, Project 406-4432 for the Port to remove the approximately 8,000 cubic yards of sediment and construct bank protection measures to boat basin 1 and 2 to prevent future storm damage.
- Estimated FEMA Project Cost: \$1,898,928.
- Grant Amount: \$474,732.
- Project Closeout Deadline: 90 days after the earlier of the Project Completion Date or Project Completion Deadline.
- Project Completion Deadline: 36 months after the date of this contract. (April 2025)

### DOCUMENTS

- Draft Resolution No. 2022-04, 1 page
- OBDD Special Public Works Fund Emergency Project Financing Contract L22009, 16 pages

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve Resolution No. 2022-04 Oregon Business Development Department Special Public Works Fund Emergency Project Financing Contract Project Number L22009 and authorize Richard Heap, Board President to sign the contract. Approve Joseph Speir, Vice-President, Sharon Hartung Secretary/Treasurer, Larry Jonas, Commissioner, Richard Heap, President and Kenneth Range, Commissioner to sign the Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards

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

**RESOLUTION NO. 2022-04**

**A RESOLUTION ADOPTING THE BOARD OF COMMISSIONERS OF THE PORT OF  
BROOKINGS HARBOR AUTHORIZING OREGON BUSINESS DEVELOPMENT  
DEPARTMENT SPECIAL PUBLIC WORKS EMERGENCY PROJECT FINANCING  
CONTRACT PROJECT NUMBER L22009**

**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**, due to February 24, 2019 severe storm, the Federal Emergency Management Agency (“FEMA”) approved Federal Disaster DR-4432, Project 406-4432 for the Port to remove the approximately 8,000 cubic yards of sediment and construct bank protection measures to boat basin 1 and 2 to prevent future storm damage; and

**WHEREAS**, “Estimated Project Cost”: \$1,898,928, “Grant Amount”: \$474,732, “Project Closeout Deadline”: 90 days after the earlier of the Project Completion Date or Project Completion Deadline, “Project Completion Deadline”: 36 months after the date of this contract; and

**WHEREAS**, Oregon Business Development Department shall provide the Port of Brookings Harbor, and Port of Brookings Harbor shall accept from Oregon Business Development Department, a grant in an aggregate amount not to exceed the Grant Amount; provided however that total disbursements under this Grant shall not exceed the total local matching funds requirement for federal disaster relief for the Project or 25 percent of the total Costs of the Project, whichever is less.

**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 Board of Commissioners authorizes the Board President, Richard Heap, to sign on the behalf of the Port of Brookings Harbor, Special Public Works Fund Emergency Project Financing Contract, Project Number L22009.
2. The Port of Brookings Harbor contract, attached hereto as Exhibit A, is hereby adopted by reference.

**APPROVED AND ADOPTED** and made effective the same day by the Board of Harbor Commissioners of the Port of Brookings Harbor this 20th day of April, 2022.

**ATTEST:**

\_\_\_\_\_  
Richard Heap, President

\_\_\_\_\_  
Sharon Hartung, Secretary/Treasurer

Recipient: Port of Brookings Harbor

Project Number: L22009

## CHECKLIST OF CONTRACT DOCUMENTS AND INSTRUCTIONS

Please use the following checklist to ensure that all documents have been completed, and return all contract documents as soon as feasible, but not later than 60 days.

1.  **Contract** signed and dated by the authorized official. Please return signature page only.
2.  **Signature Card** with certification by the authorized official. Please return the complete document.
3.  **Deposit Option Notification** form. Please return the complete form. If you choose to have funds electronically deposited in a financial institution (and not the Local Government Investment Pool), please follow the provided link and send a **Direct Deposit Authorization** form (SFMS ACH-1) to the Oregon Department of Administrative Services.

Please let your Regional Project Manager know how you would like to receive the final contract documents. Once signed by the Oregon Business Development Department, we will provide you with a **Disbursement Request Form** for your future use. This form is provided in Excel format for you to fill out and submit to your Regional Project Manager as needed once your project is underway.

Later in your project, your Regional Project Manager will provide any necessary report forms.

SPECIAL PUBLIC WORKS FUND EMERGENCY PROJECT  
FINANCING CONTRACT

Project Name: Boat Basins 1 & 2 Repair FEMA DR-4432 (FEMA Match)

Project Number: L22009

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and the Port of Brookings Harbor ("Recipient") for financing of the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

**SECTION 1 - KEY TERMS**

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost": \$1,898,928

"Grant Amount": \$474,732

"Project Closeout Deadline": 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline": 36 months after the date of this Contract.

**SECTION 2 - FINANCIAL ASSISTANCE**

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount; provided however that total disbursements under this Grant shall not exceed the total local matching funds requirement for federal disaster relief for the Project or 25 percent of the total Costs of the Project, whichever is less.

**SECTION 3 - DISBURSEMENTS**

- A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The OBDD's obligation to make and Recipient's right to request disbursements under this Contract shall terminate on the Project Closeout Deadline.

#### SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to Funding Commitment. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
  - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
  - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
  - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
  - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
  - (5) Department receives and approves evidence of (a) OR Emergency Management / FEMA approval of activities as described in the approved Project Worksheet (as described in Exhibit B) and (b) FEMA's payment of 75% of the requested reimbursement.
  - (6) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
  - (7) The Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests, including anticipated number, submission dates and amounts.
  - (8) Any conditions to disbursement elsewhere in this Contract are met.

#### SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the Project Budget in Exhibit C. Recipient may not transfer Financing Proceeds among line items in the Project Budget without the prior written consent of OBDD. Recipient may not use any of the Grant proceeds for costs that are not allowed under the FEMA Project Worksheet or that are not in the Project Budget.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit B.



- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

**SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
  - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, and (b) incur and perform its obligations under this Contract.
  - (3) This Contract, executed and delivered by Recipient has been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
  - (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in Exhibit B and Exhibit C is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
  - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or

established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract, and undertaking and completion of the Project.

## SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.

- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the road system of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS Chapter 279A, 279B and 279C.
- (2) State labor standards and wage rates found in ORS Chapter 279C.
- (3) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

- C. Project Completion Obligations. Recipient shall:

- (1) Provide OBDD with copies of all plans and specifications relating to the Project.
- (2) Provide a copy of the bid tabulation, notice of award, and contract to OBDD.
- (3) Permit OBDD to conduct field engineering and inspection of the Project at any time.
- (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (6) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

- D. Ownership of Project. The Project is and will continue to be owned by Recipient for ten years after the Project Completion Date. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a "qualified management contract" as described in IRS Revenue Procedure 97-13, as amended or supplemented.

- E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements, for ten years after the Project Completion Date. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance

on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, until ten years after the Project Completion Date, insurance policies with responsible insurers or self insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD, not to exceed the Grant Amount, unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Unless specifically described in Exhibit B, for ten years after the Project Completion Date, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require payment of OBDD's costs related to such consent and be conditioned upon receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project, Recipient shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to OBDD, not to exceed the Grant Amount, unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall repay the Grant Amount immediately upon demand by OBDD, unless otherwise agreed by OBDD.
- H. Condemnation Proceeds. Until ten years after the Project Completion Date, if the Project or any portion is condemned, within 30 days of receipt of any proceeds from such disposition, Recipient shall pay such proceeds to OBDD, not to exceed the Grant Amount, unless OBDD agrees otherwise in writing.
- I. Records; Accounts. The Recipient shall keep accurate books and records for the use of all Financing Proceeds and the expenditure or utilization of all resources used in the Project, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time.
- J. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of

such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

- L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at [https://www.oregonlegislature.gov/bills\\_laws/ors/ors200.html](https://www.oregonlegislature.gov/bills_laws/ors/ors200.html). Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise will be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- O. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorney’s fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this Section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- Q. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as OBDD reasonably determines may be necessary or desirable.
- R. Exclusion of Interest from Federal Gross Income and Compliance with Code.
  - (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds used by OBDD to fund the Financing Proceeds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
  - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with

the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as "federally guaranteed" for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as "federally guaranteed" if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest that is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) is invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. Recipient shall, at the request of OBDD, cooperate with OBDD to provide information OBDD may need to compute any arbitrage rebate payments which may be due in connection with the Lottery Bonds. Recipient shall, at the request of OBDD, report any information on expenditure of amounts that are paid to the Recipient under this Contract, which OBDD reasonably requires to comply with the arbitrage compliance and rebate requirements which apply to the Lottery Bonds. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Financing Proceeds that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD's request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Grant may be funded with the proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.

## SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, or in any document provided by Recipient related to the Project, or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- B. Recipient fails to perform any obligation required under this Contract, other than that referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract, and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
  - (1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements under the Contract.
  - (2) Barring Recipient from applying for future awards.
  - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
  - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorney’s fees and other fees and expenses incurred by OBDD; second, as applicable, to repay any Grant proceeds owed; third, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient’s remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD’s obligations.

## SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
  - (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

- (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
- (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
- (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorney's fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
- (5) Recipient hereby approves and consents to any assignment or transfer of this Contract that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD:                      Assistant Director, Economic Development  
    Oregon Business Development Department  
    775 Summer Street NE Suite 200  
    Salem OR 97301-1280

If to Recipient:                Port Manager  
    Port of Brookings Harbor  
    PO Box 848  
    Harbor, OR 97415

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorney's Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorney's fees and costs at trial and on appeal. Reasonable attorney's fees cannot exceed the rate charged to OBDD by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SIGNATURES BELOW



The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Oregon Infrastructure Finance Authority  
of the Oregon Business Development  
Department



**PORT OF BROOKINGS HARBOR**

By: \_\_\_\_\_  
Chris Cummings, Assistant Director  
Economic Development

By: \_\_\_\_\_  
Richard Heap, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
/s/ Wendy Johnson per email dated 15 Month 2022  
Wendy Johnson, Senior Assistant Attorney General

## EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 27 December 2021.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Proceeds” means the proceeds of the Grant.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan or Grant.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

## EXHIBIT B - PROJECT DESCRIPTION

The Recipient will remove, from its boat basins 1 and 2, approximately 8,000 cubic yards of sediment deposited during the February 24, 2019 Federal Disaster DR-4432. The Recipient will also construct bank protection measures to boat basins 1 & 2 perimeters to prevent future storm damage. This incident is covered under FEMA DR-4432 and the FEMA award is listed as Project 406-4432.

**EXHIBIT C - PROJECT BUDGET**

<b>Line Item Activity</b>	<b>OBDD Funds</b>	<b>Other / Matching Funds</b>
Construction – FEMA DR 4432	\$474,732	\$1,424,196
<b>Total</b>	<b>\$474,732</b>	<b>\$1,424,196</b>

**Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards**

Recipient <b>Port of Brookings Harbor</b>	Project Number <b>L22009</b>
<b>Signatures of Delegated Authorized Individuals to Request Payments</b> (Two signatures are required to request disbursement of funds)	
_____ Typed Name and Title  (1) a _____ Signature (Highest Elected Official must <u>not</u> sign here)	_____ Typed Name and Title  (1) b _____ Signature (Highest Elected Official must <u>not</u> sign here)
<b>Additional Signatures (if desired)</b>	
_____ Typed Name and Title  (1) c _____ Signature (Highest Elected Official must <u>not</u> sign here)	_____ Typed Name and Title  (1) d _____ Signature (Highest Elected Official must <u>not</u> sign here)
I certify that the signatures above are of the individuals authorized to draw funds for the cited project.  _____ Typed Name, Title and Date  (2) _____ Signature of Highest Elected Official or duly authorized official for the Recipient (Must <u>not</u> be listed in item (1) a through (1) d above)	<b>Agency Use Only: Date Received:</b>   

Oregon Business Development Department/Authorized Signature Card

**Preparation of the Authorized Signature Card Form:** If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

**Item # Explanation**

- (1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2) Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**
- (3) Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department  
 775 SUMMER ST NE STE 200  
 SALEM OR 97301-1280

# DEPOSIT OPTION NOTIFICATION

Complete and return this form to

Oregon Business Development Department

775 SUMMER ST NE STE 200

SALEM OR 97301-1280

Port of Brookings Harbor

93-6013807

Recipient

Federal Tax ID Number

Boat Basins 1 & 2 Repair FEMA DR-4432

L22009

Project Name

Project Number

I (we), the undersigned do hereby authorize the Oregon Business Development Department to: (Choose Method I or II below)

## Method I - Electronic Funds Transfer (EFT)

### Private Sector or Government Entities

- Use New EFT Account:** A Direct Deposit Form (SFMS ACH-1) completed by Financial Institution Representative has been forwarded to the Oregon Department of Administrative Services authorizing the Oregon State Treasury to deposit funds into the designated financial account by way of the Automated Clearing House Services (ACH) of the Federal Reserve Banking System.

Requires an SFMS ACH-1 form to be marked CONFIDENTIAL and mailed to:

Oregon Department of Administrative Services  
SFMS Operations / ACH Coordinator  
155 COTTAGE ST NE STE U60  
SALEM OR 97301-3970

Get the form here: [www.oregon.gov/das/Financial/AcctgSys/Documents/ACH\\_Enrollment\\_Form.pdf](http://www.oregon.gov/das/Financial/AcctgSys/Documents/ACH_Enrollment_Form.pdf)

- Use Existing EFT Account:** An account has already been set up for EFT deposits as required above.

## Method II - Local Government Investment Pool (LGIP)

### Government Entities Only

- Transfer funds to the Oregon State Treasury Local Government Investment Pool by electronic or other means.

The Oregon State Treasury is authorized to accept and deposit said funds into Local Government Investment Pool Account Number \_\_\_\_\_.

This authorization will override any previous authorization and will remain in effect until the Oregon Business Development Department has received written notification of its termination.

Type or Print Name(s) \_\_\_\_\_

Signature(s) \_\_\_\_\_

Title(s) \_\_\_\_\_

Date

Telephone Number

Fax Number

## **ACTION ITEM – G**

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**DATE:** April 20, 2022

**RE:** Oregon Business Development Department Special Public Works  
Emergency Project Financing Contract Project Number L22008

**TO:** Honorable Board President and Harbor District Board Members

**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- OBDD Special Public Works Fund Emergency Project Financing Contract Project Number L22008 is for the FEMA DR-4452 disaster repairs and mitigation matching amounts.
- Due to February 24, 2019 severe storm, the Federal Emergency Management Agency ("FEMA") approved Federal Disaster DR-4432, Project 406-4432 for the Port to remove the approximately 8,000 cubic yards of sediment and construct bank protection measures to boat basin 1 and 2 to prevent future storm damage.
- Estimated FEMA Project Cost: \$1,898,928
- Grant Amount: \$474,732
- Project Closeout Deadline: 90 days after the earlier of the Project Completion Date or Project Completion Deadline.
- Project Completion Deadline: 36 months after the date of this contract. (April 2025)

### DOCUMENTS

- Draft Resolution No. 2022-05, 1 page
- OBDD Special Public Works Fund Emergency Project Financing Contract L22008, 16 pages

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve Resolution No. 2022-05 Oregon Business Development Department Special Public Works Fund Emergency Project Financing Contract Project Number L22008 and authorize Richard Heap, Board President to sign the contract. Approve Joseph Speir, Vice-President, Sharon Hartung Secretary/Treasurer, Larry Jonas, Commissioner, Richard Heap, President and Kenneth Range, Commissioner to sign the Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards.

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

**RESOLUTION NO. 2022-05**

**A RESOLUTION ADOPTING THE BOARD OF COMMISSIONERS OF THE PORT OF  
BROOKINGS HARBOR AUTHORIZING OREGON BUSINESS DEVELOPMENT  
DEPARTMENT SPECIAL PUBLIC WORKS EMERGENCY PROJECT FINANCING  
CONTRACT PROJECT NUMBER L22008**

**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**, due to April 6, 2019 severe storm, the Federal Emergency Management Agency (“FEMA”) approved Federal Disaster DR-4452, Project 406-4452 for the Port to remove the approximately 30,000 cubic yards of sediment from boat basin 1 and 2, construct bank protection measures to boat basins 1 & 2 perimeters to prevent future storm damage; and

**WHEREAS**, “Estimated Project Cost”: \$1,835,734, “Grant Amount”: \$458,934, “Project Closeout Deadline”: 90 days after the earlier of the Project Completion Date or Project Completion Deadline, “Project Completion Deadline”: 36 months after the date of this contract; and

**WHEREAS**, Oregon Business Development Department shall provide the Port of Brookings Harbor, and Port of Brookings Harbor shall accept from Oregon Business Development Department, a grant in an aggregate amount not to exceed the Grant Amount; provided however that total disbursements under this Grant shall not exceed the total local matching funds requirement for federal disaster relief for the Project or 25 percent of the total Costs of the Project, whichever is less.

**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 Board of Commissioners authorizes the Board President, Richard Heap, to sign on the behalf of the Port of Brookings Harbor, Special Public Works Fund Emergency Project Financing Contract, Project Number L22008.
2. The Port of Brookings Harbor contract, attached hereto as Exhibit A, is hereby adopted by reference.

**APPROVED AND ADOPTED** and made effective the same day by the Board of Harbor Commissioners of the Port of Brookings Harbor this 20th day of April, 2022.

**ATTEST:**

\_\_\_\_\_  
Richard Heap, President

\_\_\_\_\_  
Sharon Hartung, Secretary/Treasurer

Recipient: Port of Brookings Harbor

Project Number: L22008

## CHECKLIST OF CONTRACT DOCUMENTS AND INSTRUCTIONS

Please use the following checklist to ensure that all documents have been completed, and return all contract documents as soon as feasible, but not later than 60 days.

1.  **Contract** signed and dated by the authorized official. Please return signature page only.
2.  **Signature Card** with certification by the authorized official. Please return the complete document.
3.  **Deposit Option Notification** form. Please return the complete form. If you choose to have funds electronically deposited in a financial institution (and not the Local Government Investment Pool), please follow the provided link and send a **Direct Deposit Authorization** form (SFMS ACH-1) to the Oregon Department of Administrative Services.

Please let your Regional Project Manager know how you would like to receive the final contract documents. Once signed by the Oregon Business Development Department, we will provide you with a **Disbursement Request Form** for your future use. This form is provided in Excel format for you to fill out and submit to your Regional Project Manager as needed once your project is underway.

Later in your project, your Regional Project Manager will provide any necessary report forms.



SPECIAL PUBLIC WORKS FUND EMERGENCY PROJECT  
FINANCING CONTRACT

Project Name: Boat Basins 1 & 2 Repair FEMA DR-4452 (FEMA Match)

Project Number: L22008

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and the Port of Brookings Harbor ("Recipient") for financing of the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

**SECTION 1 - KEY TERMS**

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost": \$1,835,734

"Grant Amount": \$458,934

"Project Closeout Deadline": 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline": 36 months after the date of this Contract.

**SECTION 2 - FINANCIAL ASSISTANCE**

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount; provided however that total disbursements under this Grant shall not exceed the total local matching funds requirement for federal disaster relief for the Project or 25 percent of the total Costs of the Project, whichever is less.

**SECTION 3 - DISBURSEMENTS**

- A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The OBDD's obligation to make and Recipient's right to request disbursements under this Contract shall terminate on the Project Closeout Deadline.

#### SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to Funding Commitment. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
  - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
  - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
  - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
  - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
  - (5) Department receives and approves evidence of (a) OR Emergency Management / FEMA approval of activities as described in the approved Project Worksheet (as described in Exhibit B) and (b) FEMA's payment of 75% of the requested reimbursement.
  - (6) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
  - (7) The Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests, including anticipated number, submission dates and amounts.
  - (8) Any conditions to disbursement elsewhere in this Contract are met.

#### SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the Project Budget in Exhibit C. Recipient may not transfer Financing Proceeds among line items in the Project Budget without the prior written consent of OBDD. Recipient may not use any of the Grant proceeds for costs that are not allowed under the FEMA Project Worksheet or that are not in the Project Budget.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit B.

- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

**SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
  - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, and (b) incur and perform its obligations under this Contract.
  - (3) This Contract, executed and delivered by Recipient has been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
  - (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in Exhibit B and Exhibit C is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
  - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or

established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract, and undertaking and completion of the Project.

## SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.

- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the road system of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS Chapter 279A, 279B and 279C.
- (2) State labor standards and wage rates found in ORS Chapter 279C.
- (3) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

- C. Project Completion Obligations. Recipient shall:

- (1) Provide OBDD with copies of all plans and specifications relating to the Project.
- (2) Provide a copy of the bid tabulation, notice of award, and contract to OBDD.
- (3) Permit OBDD to conduct field engineering and inspection of the Project at any time.
- (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (6) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

- D. Ownership of Project. The Project is and will continue to be owned by Recipient for ten years after the Project Completion Date. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a "qualified management contract" as described in IRS Revenue Procedure 97-13, as amended or supplemented.

- E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements, for ten years after the Project Completion Date. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance

on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, until ten years after the Project Completion Date, insurance policies with responsible insurers or self insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD, not to exceed the Grant Amount, unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Unless specifically described in Exhibit B, for ten years after the Project Completion Date, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require payment of OBDD's costs related to such consent and be conditioned upon receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project, Recipient shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to OBDD, not to exceed the Grant Amount, unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall repay the Grant Amount immediately upon demand by OBDD, unless otherwise agreed by OBDD.
- H. Condemnation Proceeds. Until ten years after the Project Completion Date, if the Project or any portion is condemned, within 30 days of receipt of any proceeds from such disposition, Recipient shall pay such proceeds to OBDD, not to exceed the Grant Amount, unless OBDD agrees otherwise in writing.
- I. Records; Accounts. The Recipient shall keep accurate books and records for the use of all Financing Proceeds and the expenditure or utilization of all resources used in the Project, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time.
- J. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of

such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

- L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at [https://www.oregonlegislature.gov/bills\\_laws/ors/ors200.html](https://www.oregonlegislature.gov/bills_laws/ors/ors200.html). Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise will be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- O. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorney’s fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this Section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- Q. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as OBDD reasonably determines may be necessary or desirable.
- R. Exclusion of Interest from Federal Gross Income and Compliance with Code.
  - (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds used by OBDD to fund the Financing Proceeds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
  - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with

the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as "federally guaranteed" for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as "federally guaranteed" if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest that is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) is invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. Recipient shall, at the request of OBDD, cooperate with OBDD to provide information OBDD may need to compute any arbitrage rebate payments which may be due in connection with the Lottery Bonds. Recipient shall, at the request of OBDD, report any information on expenditure of amounts that are paid to the Recipient under this Contract, which OBDD reasonably requires to comply with the arbitrage compliance and rebate requirements which apply to the Lottery Bonds. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Financing Proceeds that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD's request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Grant may be funded with the proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.

## SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, or in any document provided by Recipient related to the Project, or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- B. Recipient fails to perform any obligation required under this Contract, other than that referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract, and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
  - (1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements under the Contract.
  - (2) Barring Recipient from applying for future awards.
  - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
  - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorney’s fees and other fees and expenses incurred by OBDD; second, as applicable, to repay any Grant proceeds owed; third, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient’s remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD’s obligations.

## SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
  - (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.



- (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
- (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
- (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorney's fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
- (5) Recipient hereby approves and consents to any assignment or transfer of this Contract that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD:                      Assistant Director, Economic Development  
Oregon Business Development Department  
775 Summer Street NE Suite 200  
Salem OR 97301-1280

If to Recipient:                Port Manager  
Port of Brookings Harbor  
PO Box 848  
Harbor, OR 97415

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorney's Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorney's fees and costs at trial and on appeal. Reasonable attorney's fees cannot exceed the rate charged to OBDD by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SIGNATURES BELOW

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON  
acting by and through its  
Oregon Infrastructure Finance Authority  
of the Oregon Business Development  
Department



PORT OF BROOKINGS HARBOR

By: \_\_\_\_\_  
Chris Cummings, Assistant Director  
Economic Development

By: \_\_\_\_\_  
Richard Heap, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

          /s/ Wendy Johnson per email dated 15 Month 2022            
Wendy Johnson, Senior Assistant Attorney General

## EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 27 December 2021.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Proceeds” means the proceeds of the Grant.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan or Grant.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

## EXHIBIT B - PROJECT DESCRIPTION

The Recipient will remove, from its boat basins 1 & 2, approximately 30,000 cubic yards of sediment deposited during the April 6, 2019 Federal Disaster DR-4452. The Recipient will also construct bank protection measures to boat basins 1 & 2 perimeters to prevent future storm damage. This incident is covered under FEMA DR-4452 and the FEMA award is listed as Project 406-4452.

**EXHIBIT C - PROJECT BUDGET**

<b>Line Item Activity</b>	<b>OBDD Funds</b>	<b>Other / Matching Funds</b>
Construction – Project 406-4452	\$458,934	\$1,376,800
<b>Total</b>	<b>\$458,934</b>	<b>\$1,376,800</b>

**Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards**

Recipient <b>Port of Brookings Harbor</b>	Project Number <b>L22008</b>
<b>Signatures of Delegated Authorized Individuals to Request Payments</b> (Two signatures are required to request disbursement of funds)	
_____ Typed Name and Title  (1) a _____ Signature (Highest Elected Official must <b>not</b> sign here)	_____ Typed Name and Title  (1) b _____ Signature (Highest Elected Official must <b>not</b> sign here)
<b>Additional Signatures (if desired)</b>	
_____ Typed Name and Title  (1) c _____ Signature (Highest Elected Official must <b>not</b> sign here)	_____ Typed Name and Title  (1) d _____ Signature (Highest Elected Official must <b>not</b> sign here)
I certify that the signatures above are of the individuals authorized to draw funds for the cited project.  _____ Typed Name, Title and Date  (2) _____ Signature of Highest Elected Official or duly authorized official for the Recipient (Must <b>not</b> be listed in item (1) a through (1) d above)	<b>Agency Use Only: Date Received:</b>   

Oregon Business Development Department/Authorized Signature Card

**Preparation of the Authorized Signature Card Form:** If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

**Item # Explanation**

- (1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2) Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**
- (3) Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department  
 775 SUMMER ST NE STE 200  
 SALEM OR 97301-1280

# DEPOSIT OPTION NOTIFICATION

Complete and return this form to

Oregon Business Development Department

775 SUMMER ST NE STE 200

SALEM OR 97301-1280

Port of Brookings Harbor

93-6013807

Recipient

Federal Tax ID Number

Boat Basins 1 & 2 Repair FEMA DR-4452

L22008

Project Name

Project Number

I (we), the undersigned do hereby authorize the Oregon Business Development Department to: (Choose Method I or II below)

## Method I - Electronic Funds Transfer (EFT)

### Private Sector or Government Entities

- Use New EFT Account:** A Direct Deposit Form (SFMS ACH-1) completed by Financial Institution Representative has been forwarded to the Oregon Department of Administrative Services authorizing the Oregon State Treasury to deposit funds into the designated financial account by way of the Automated Clearing House Services (ACH) of the Federal Reserve Banking System.

Requires an SFMS ACH-1 form to be marked CONFIDENTIAL and mailed to:

Oregon Department of Administrative Services  
SFMS Operations / ACH Coordinator  
155 COTTAGE ST NE STE U60  
SALEM OR 97301-3970

Get the form here: [www.oregon.gov/das/Financial/AcctgSys/Documents/ACH\\_Enrollment\\_Form.pdf](http://www.oregon.gov/das/Financial/AcctgSys/Documents/ACH_Enrollment_Form.pdf)

- Use Existing EFT Account:** An account has already been set up for EFT deposits as required above.

## Method II - Local Government Investment Pool (LGIP)

### Government Entities Only

- Transfer funds to the Oregon State Treasury Local Government Investment Pool by electronic or other means.

The Oregon State Treasury is authorized to accept and deposit said funds into Local Government Investment Pool Account Number \_\_\_\_\_.

This authorization will override any previous authorization and will remain in effect until the Oregon Business Development Department has received written notification of its termination.

Type or Print Name(s) \_\_\_\_\_

Signature(s) \_\_\_\_\_

Title(s) \_\_\_\_\_

Date \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

# ACTION ITEM – H

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**DATE:** April 20, 2022  
**RE:** Moorage License Agreement Revisions  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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## OVERVIEW

- Port Legal Counsel provided their recommended changes to strengthen the Moorage License Agreement.
- Board requested all new semi-annual and annual moorage vessels to the Port of Brookings Harbor 30 years and older to provide a copy of marine survey conducted within the last 12 months. Section 9 of the agreement was updated to include this change. Section 9 states:
  - **9. CONDITION OF VESSEL:** Licensee shall keep the vessel in seaworthy condition and fully operable at all times while in the water and shall secure and otherwise attend to the needs of the vessel. Failure to do so may result in the vessel being deemed a hazardous vessel in accordance with Port ordinance and removed at Licensees risk and expense. Licensee understands that this action is taken to protect the Port and does not imply any responsibility for storage on the part of the Port. Upon the request of Port Licensee will promptly provide Port with a current report prepared by a marine surveyor accepted or approved by the Port confirming the seaworthiness of the vessel. All new semi-annual or annual moorage vessels to the Port of Brookings Harbor 30 years or older to provide a copy of marine survey conducted within the last 12 months.

## DOCUMENTS

- Draft Moorage License Agreement with revisions noted, 6 pages

## COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve the draft Moorage License Agreement and authorize Port Manager to implement the revised agreement immediately.





**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

**MOORAGE LICENSE AGREEMENT**

Slip No.: \_\_\_\_\_ Permit No.: \_\_\_\_\_

**BILL TO:**  Owner  Operator

**BOAT OWNER PHYSICAL ADDRESS:**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 Cell Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 Email: \_\_\_\_\_

**IN CASE OF EMERGENCY PLEASE NOTIFY:**

(When Owner/Operator is away and cannot be reached)

Name \_\_\_\_\_  
 Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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**INSURANCE INFORMATION:**

Insurance Co.: \_\_\_\_\_  
 Policy #: \_\_\_\_\_  
 Exp. Date: \_\_\_\_\_

**BOAT OPERATOR/OWNER BILLING ADDRESS:**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 Email: \_\_\_\_\_

**BOAT INFORMATION:**

Boat Name \_\_\_\_\_  
 Reg / Doc #: \_\_\_\_\_  
 Length Overall: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_  
 Year: \_\_\_\_\_ Make: \_\_\_\_\_

Driver's License Verification:  Yes  No  
 Commercial Fishing License:  Yes  No  N/A  
 Proof of Ownership: Bill of Sale or Registration/Title

Check all that apply:  Sail  Inboard  Outboard  
 Other: \_\_\_\_\_  
 Recreational  Commercial  Charter

**GUARANTOR FOR CORPORATE OWNER/OPERATOR**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 Cell Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 Email: \_\_\_\_\_

**MOORAGE LICENSE TERM & TYPE:**

From \_\_\_\_\_ To \_\_\_\_\_  
 Type:  Recreational  Commercial  
 Annual  Semiannual  Monthly  Weekly  
 Daily  Transient Other \_\_\_\_\_  
 Fee\*: \_\_\_\_\_

This Moorage License Agreement is subject to the terms and conditions set forth on the Moorage License Agreement and to the Port of Brookings Harbor ordinances, presently in effect or that become in effect in the future, and which may be accessed on the Port's website.

Renewal letter will be sent out 60 days prior to expiration date. Fees for moorage are due and payable in advance for the entire term. Moorage License Agreements that are not signed will be terminated 30 days after the renewal date.

Permission to "live-aboard" and "Storage" must be specifically authorized in writing by the Port of Brookings Harbor by separate agreement.

\*Moorage fees are payable in advance. Moorage agreement automatically reverts to a monthly rate if not paid in full within 30 days. Past due accounts will be assessed a late charge of \$1.00 or 1.5% per month (18% per annum) whichever is greater. In the event, suit or action is instituted to collect any amount owed on this account, the undersigned applicant agrees to pay any reasonable attorney fees, collection agency fees and any other costs associated with such action. A \$50.00 fee will be assessed on any Return Payment.

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

Owner/Operator: ..... Port of Brookings Harbor ..... Formatted: Font: Bold

Representative:

Signature ..... Date ..... Signature ..... Formatted: Left

Guarantor(s) for Corporate Owner/Operator

Signature ..... Date ..... Formatted: Space After: 0 pt, Line spacing: single

Signature ..... Date .....

**PORT OF BROOKINGS HARBOR  
MARINA BEST MANAGEMENT PRACTICES**

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**ENGINES AND BILGES**

- Use absorbent bilge pads or socks to soak up oil and fuel.
- Recycle and/or dispose of petroleum products properly.
- Dispose of used oil filters properly and make sure they are thoroughly drained.
- Do NOT discharge bilge water if there is a sheen to it.
- Do NOT dispose of any fuels or used oil in the marina's dumpsters.
- Contact the Port Office for the nearest oil recycling locations.
- Fueling of boats inside marina slips is prohibited.
- Immediately report all releases of fuels, oils and observed sheens on water.

**PAINTING AND VARNISHING**

- It is prohibited to do any in-water hull scraping or any process that occurs underwater which removes paint from the boat hull.
- Limit the amount of open solvents or paints on dock to one gallon or less.
- Always mix paints and epoxy over tarp.
- Always use a drip pan and/or drop cloth (tarp) when painting.
- Spray painting is not allowed within the marina.
- Do NOT dispose of paints or solvents in the marina's dumpster.

**SURFACE PREPARATION**

- Use biodegradable, non-toxic, phosphate free cleaners and/or soaps.
- Liberally use tarps to capture all scrapings, debris and drips or use a vacuum sander.
- Stretch tarps between the side of the boat and the dock when working over the water.

**SEWAGE**

- Untreated sewage should never be discharged directly overboard.
- Store sewage in holding tanks and dispose of properly at pump-out stations.
- Ensure Marina Sanitation Devices (MSD's) Type I and II systems are working properly and discharge the treated waste only when your boat is underway (in coastal waters and rivers navigable from the ocean). DO NOT DISCHARGE ANY MSD while moored in the marina or at any time on inland lakes and reservoirs.
- Type III MSD's are NOT treatment systems; they are only holding tanks and are always required to use pump-out stations.
- Use shore-side facilities as often as possible.

**SOLID WASTE DISPOSAL**

- Pets must remain on a leash at all times and immediately pick up after your pet and dispose of the waste in a garbage receptacle.
- Harvested fish must be cleaned using the designated fish cleaning stations or on vessels and disposed of properly. All solid fish waste must be disposed of into garbage receptacles or as approved by OSMB, as it is illegal to dispose of fish carcasses in Oregon waterways.
- Dispose of all garbage in the proper shore-side receptacles.
- Recycle all plastics, newspapers, cardboard and aluminum in appropriate receptacles.

No open burning is allowed in the marina from petroleum-containing waste or garbage that would generate black smoke or noxious fumes.

Unattended storage items are not allowed on marina docks.

**ALL HAZARDOUS WASTE MUST BE DISPOSED OF PROPERLY. CONTACT THE PORT OFFICE FOR MORE INFORMATION AT: (541) 469-2218.**

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**Thank you for helping us to protect the environment and keep a clean and enjoyable facility!**

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**Moorage License Agreement  
General Terms and Conditions**

1. **MOORAGE SPACE:** The Port of Brookings-Harbor ("Port") grants to the designated Owner/Operator ("Licensee") a license for moorage of the designated vessel in the moorage space identified on the front of this Agreement. The Port reserves the right in its sole discretion and without notice to reassign any vessel or stored material to an alternate site of the Port's choosing, permanently or temporarily, to accommodate emergency situations, repairs or administrative needs.
2. **FEES & CHARGES: FEES ARE BASED ON SIZE OF SLIP OR LENGTH OF BOAT, WHICHEVER IS THE GREATER.** Fees for moorage are due and payable in advance for the entire term of this Agreement. Moorage fees are **NON-REFUNDABLE** in whole or in part for daily, weekly, monthly and semiannual payments. Annual moorage, upon 30-days' notice from Licensee, will be refunded on a pro-rated basis at monthly rates. In addition to items covered specifically in this Agreement, Licensee agrees to pay whatever other fees or charges for additional services provided by the Port. The Port shall have right to recover any and all costs, including attorney fees, associated with the collection of any sums hereunder, whether or not suit is filed, or incurred in the salvage, termination, removal or sale of the vessel or personal property pursuant to this Agreement or any applicable Port ordinance. Past due accounts will be assessed a late charge of \$1.00 or 1.5% per month (18% per annum) whichever is greater.
3. **UTILITIES:** The Port does not guarantee the functionality, continuity or characteristics of the electricity or water provided by the Port. All risk associated with electricity supply, including risk to any of the vessel's electrical components or circuitry is entirely at Licensee's risk. Water, power and trash are included in the moorage rate. Licensee is responsible for any abuse of utilities and will be charged accordingly during the term of moorage, whether the vessel is physically in the assigned slip or not.
4. **RULES AND REGULATIONS:** Licensee agrees to comply at all times with any and all Rules and Regulations promulgated by any Federal, State, Local or this Port. Further, Licensee agrees to abide by special requests made in the interests of public or vessel safety by Port Manager or his/her designee. It is Licensee's responsibility to stay abreast of all rules and regulations concerning vessel use and the use of Port facilities. A copy of the Port's Ordinance is available from the Port Office or website.
5. **INSURANCE:** Licensee agrees to provide a marine/watercraft insurance policy with general liability limits of at least \$500,000. Said policy must include coverage for wreckage removal and fuel spill liability. The policy shall be endorsed to add the Port of Brookings Harbor as an additional insured and to provide not less than 30 day advance notice to the Port of any cancellation or modification of the policy. A copy of said insurance shall be provided to the Port. Failure to provide or keep in force such insurance shall be construed as a default of this Agreement and the Port will exercise its right to terminate.
6. **VESSEL ACCESS:** Licensee grants the Port free access at all times to the vessel for purpose of inspection for compliance with this Agreement or with Port ordinances, movement of the vessel, fighting fire or other casualty, or at the discretion of the Port, the prevention of any casualty or potential hazard. The Port assumes no responsibility for any damage that may occur arising from the assertion of this right.
7. **WAIVER OF RESPONSIBILITY:** The obligation of the Port under this Agreement is limited to furnishing a portion of dock space reasonably necessary for vessel moorage. The Port does not accept vessels or personal property for storage and accepts no responsibility or liability for the safe keeping thereof, including, loss of any kind, theft or damage of any kind or cause. Licensee is fully responsible for himself, his family, his employees, his or invitees to the Port's premises, and for the vessel, and agrees to hold the Port harmless and free from all expense, including attorney fees, for claims for any damages, injury or loss resulting from the acts or failure to act omissions of Licensee, his family, his employees, or invitees or arising from the vessel.
8. **ACCEPTANCE OF PREMISES:** Licensee acknowledges he has inspected the premises for use under this Agreement and accepts them in their present "AS-IS" condition. Licensee agrees to keep the assigned premises neat, clean, free of hazardous or flammable materials and to preserve the assigned space in as good condition and repair as is now or may be put hereafter by the Port. Unattended storage items are not allowed on marina docks.
9. **CONDITION OF VESSEL:** Licensee shall keep the vessel in seaworthy condition and fully operable at all times while in the water and shall secure and otherwise attend to the needs of the vessel. Failure to do so may result in the vessel being deemed a hazardous vessel in accordance with Port ordinance and removed at Licensee's risk and expense. Licensee understands that this action is taken to protect the Port and does not imply any responsibility for storage on the part of the Port. Upon the request of Port Licensee will promptly provide Port with a current report prepared by a marine surveyor accepted or approved by the Port confirming the seaworthiness of the vessel. All new semi-annual or annual moorage vessels to the Port of Brookings Harbor 30 years or older to provide a copy of marine survey conducted within the last 12 months.
10. **ASSIGNMENT, TRANSFER AND SUB-LEASE:** This license is not assignable or transferable to any other party.

Licensee may replace vessel with another of like size but must notify the Port immediately of the vessel's particulars with the prior written consent of the Port, which consent shall be at the Port's sole discretion. Licensee may change operators but must notify the Port within 5 days with the particulars of the new operator, including name, address and telephone. Licensee must notify the Port within at least 10 days prior to any of the sale of the vessel and prior to any transfer of title to the vessel the vessel must be removed or the new owner must be accepted as a new Licensee by the Port in writing, which acceptance shall be completed a new Moorage License Agreement which may or may not be granted by the Port, at the Ports sole discretion.

11. **MOORAGE RENEWAL AND TERMINATION:**

Vessels remaining on the Port's premises after the expiration of this agreement shall be deemed abandoned and subject to removal or sale by the Port, and the moorage fee shall thereafter be increased by 150% and continue to accrue until the vessel is removed, but the continuing accrual of moorage fees or payment thereof after termination shall not affect the effectiveness of the termination of this Agreement unless otherwise agreed in writing. The Port may, upon 30 days written notice cancel long term Moorage License Agreement for repeated violations of Port Ordinances, Rules or Regulations.

12. **PORT'S RIGHTS UPON NON-PAYMENT OR**

**ABANDONMENT:** Any vessel deemed to be abandoned for any of the reasons stated herein is subject to seizure by the Port. A vessel shall be deemed abandoned thirty (30) days from the due date of payment or the failure to renew and prepay the license. The Port may chain, lock or remove the vessel from its assigned location on the Port premises at its sole discretion and refuse access by Licensee to such property until all accounts are paid in full including the Ports costs of seizure, including attorney fees and other costs of collection. The Port shall not be responsible for any loss or damage to the vessel seized during the entire time said vessel remains in the Port's possession. At any time following the date of seizure the Port's, in its sole discretion, may offer for sale to the highest bidder, upon public notice in accordance with the Port's ordinance, the vessel or property so seized.

13. **CHANGE OF ADDRESS:**

Licensee is responsible to notify the Port of any change of mailing address or email address or change of telephone number. All billings will be deemed delivered when mailed to the address of record supplied by Licensee.

14. **NON-WAIVER AND JURISDICTION:**

The failure of the Port to enforce all or any part of this Agreement shall not constitute a waiver of any rights, including that which may have failed to enforce, under this Agreement. This Agreement shall be construed under the laws of the State of Oregon.

15. **PERSONAL GUARANTY OF PRINCIPAL OF**

**CORPORATE OWNER/OPERATOR:** All Moorage License Agreements with corporate Owners or Operators must be personally guaranteed by one or more controlling principal(s) of the corporate Owner/Operator. Any and all Guarantor(s) signing this Agreement acknowledge that they are personally benefitted by this Agreement, and that they unconditionally guarantee the timely performance of all of the Licensee's obligations hereunder. The liability of each Guarantor under this Guaranty is not limited and extends to all of Licensee's obligations hereunder, including indemnities. The liability of each Guarantor is continuing, joint and several, and continues until all of Licensee's obligations hereunder have been fully satisfied. Guarantor(s) shall not be released by or because of the taking, or failure to take, any action that might in any manner or to any extent vary the risks of Guarantor under the Guaranty or that, but for this paragraph, might discharge or otherwise reduce, limit, or modify Guarantor's obligations under this Guaranty. Guarantor waives and surrenders to the fullest extent allowed by law any defense to any liability under this Guaranty based upon any such action by or on behalf of the Port. It is the express intent of Guarantor that Guarantor's obligations under this Guaranty are and shall be absolute, unconditional, and irrevocable. Guarantor agrees to pay all reasonable attorneys' fees and all other costs and expenses that may be incurred by the Port in the enforcement of the Guaranty or in the preservation, protection, or enforcement of any rights of the Port in any case commenced by or against Guarantor under the Bankruptcy Code (Title 11, United States Code) or any similar or successor statute.

15.16. **"LICENSEE" FURTHER AGREES:**

- No moorage will be allowed unless designated by the Port Manager or his/her representative. The right is reserved to refuse moorage if in the best interest of the "PORT".
- Departure from or cancellation of moorage space will not be recognized unless the "PORT" office is notified by the owner or operator and a record is made of the departure or cancellation.
- Annual moorage rates are described as paid in advance for one full year.
- All moorage rates will be paid according to overall length of "VESSEL" or length of dock, whichever is greater.
- Annual moorage rates not renewed by full payment within thirty (30) days of due date become delinquent and automatically revert to the monthly rate charge.
- All rentals which are thirty (30) days past due shall accrue a late payment charge of \$1.00 or 1.5% (18.0% APR), whichever is greater.
- All rates and charges of any "PORT" facilities or services are considered on a NO REFUND basis. Annual moorage, upon 30-days' notice from Licensee, will be refunded on a pro-rated basis at monthly rates.
- Personal subleasing or sublicensing of any "PORT" facilities is prohibited.

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Commented [WJG1]: Note that federal admiralty law may apply to an agreement to provide moorage, but even so it can be supplemented by state law. I don't think any change necessary to this language.

- Failure to pay for charges or misuse of "PORT" facilities may result in relinquishing all privileges or access to facilities and service of the Port of Brookings Harbor.
- The storage is a matter of license to use space rather than a bailment. "LICENSEE" agrees to hold "PORT" harmless from any responsibility for preservation, security, or protection of items stored within the storage facility.
- No fabrication or repair of hull, wheelhouse cabin or deck gear.
- No sandblasting, welding or fiber glassing.
- No exterior painting of hull, cabin or deck gear.
- No storage of hazardous materials or chemicals.
- All items must be kept on board "VESSEL".
- No storage of miscellaneous gear will be allowed on the docks around "VESSEL".
- No electrical service is available in storage yard without prior arrangements made with Harbormaster or Port Manager. Additional fees will be charged for this service.
- Licensee further agrees that before over the water "VESSEL" maintenance and repairs take place at the Port of Brookings Harbor, the "PORT" will be immediately contacted to ensure conformity with the State of Oregon Best Management Practices.
- [The Port expressly retains and does not waive all rights and remedies provided under federal admiralty law.](#)

## ACTION ITEM – I

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**DATE:** April 20, 2022  
**RE:** Non-Moorage Charter and Guide Boat Launch Fee  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

---

### OVERVIEW

- Charter/Guide owners have contacted Port staff asking if the boat launch fee is included in the new rate. There was no discussion whether the launch fee was included in the new rate.
- Commissioners noted that other Ports do require a boat launch fee as well as the annual charter or guide fee.

### DOCUMENTS

- None

### COMMISSIONERS ACTION

- **Recommended Motion Option 1:**  
Motion to approve including the boat launch fee with the annual non-moorage charter and guide fee.
- **Recommended Motion Option 2:**  
Motion to approve requiring the boat launch fee as well as the annual non-moorage charter and guide fee.

## ACTION ITEM – J

---

**DATE:** April 20, 2022  
**RE:** MOU Curry County Sheriff's Office  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Memorandum Of Understanding was placed on their consent agenda to be approved by the Curry County Board of Commissioners on April 6, 2022.
- There were no changes to the MOU from the Special Meeting review on April 4, 2022.

### DOCUMENTS

- Draft MOU between the Port and Curry County Sheriff's Office, 3 pages
- Curry County Board of Commissioners Amended Agenda, 2 pages

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve Memorandum Of Understanding between the Port of Brookings Harbor and the Curry County Sheriff's Office.



# MEMORANDUM OF UNDERSTANDING

Between

**The Port of Brookings Harbor**

and the

**Curry County Sheriff's Office**

The Port of Brookings Harbor, a municipal corporation of the State of Oregon, (hereinafter referred to as "Port") and the Curry County Sheriff's Office, a division of Curry County, a political subdivision of the State of Oregon, (hereinafter referred to as "CCSO") enter into this Memorandum of Understanding ("MOU") effective as of the date the MOU is signed by both parties.

## **FACTS**

Port owns and operates 69 acres of commercial fishing, sport fishing, retail and recreational property located off Lower Harbor Road in Harbor, Oregon. The Port owns numerous restroom and retail facilities that are located on Port property. The Port has the responsibility of maintaining those facilities.

Curry County is located at the southwest corner of the State of Oregon, bordered by the Pacific Ocean to the west, the State of California to the south, Coos County to the north and Josephine County to the east.

With a population of just over 23,000, Curry County consists of three incorporated cities: Port Orford, Gold Beach and Brookings. There are also several unincorporated communities, including; Langlois, Carpenterville, Agness, Wedderburn and Harbor. The Curry County Board of Commissioners is the governing body for all areas of the county outside the three incorporated cities.

Curry County has 42 special districts which provide specific public services to various areas or sections of the county. These include fire districts, hospital districts, sewer and water districts, public transit districts and school districts.

## **PURPOSE**

The purpose of this MOU is to establish an agreement between the Port and CCSO with regard to Port-owned retail building repairs. CCSO is occupying space located at 16350 Lower Harbor Road, Suite 201, Brookings, OR 97415 (hereinafter referred to as "Premises") as a Sheriff Substation for southern Curry County. There is no rent associated with this office space, but occasionally necessary repairs are needed to keep the premises occupiable.

## **PROCEDURE**

Maintenance and Repair – CCSO Obligations

### **Section A**

1. CCSO is at all times during the term of this MOU, and at CCSO sole cost and expense, obligated to keep the entire of the Premises and every part thereof in good condition and repair; excepting ordinary wear and tear and damage to the Premises by earthquake, or act

of God. Port has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Premises or any part thereof. Port does have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Port will have no liability for interference with CCSO use because of repairs and installations. CCSO will have no claim against Port for any interruption or reduction of services or interference with CCSO occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of CCSO.

2. CCSO will be responsible for any repairs necessitated by CCSO breach of this MOU or the negligent or intentional acts of CCSO, its agents, employees, and invitees, excepting repairs that would otherwise be the responsibility of Port under Section B.
3. CCSO is responsible for all repairs to the Premises which the Port is not explicitly required to make under Section B.
4. On the last day of the term hereof, or upon any sooner termination, CCSO must surrender the Premises to Port in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises will not be deemed ordinary wear and tear if the same could have been prevented by commercially reasonable maintenance practices. CCSO shall leave power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning and plumbing which were on the Premises prior to the commencement of occupying the space, in good operating condition.
5. To the greatest extent permitted by law, and except to the extent caused by Port's gross negligence or willful misconduct, CCSO shall indemnify, defend (using legal counsel acceptable to Port) and save Port harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including Port's personnel and overhead costs and attorneys' fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to, any property arising out of or in connection with (i) occupation, use or improvement of the Premises by CCSO or its employees, agents or contractors, (ii) any act or omission of CCSO, or of any officer, agent, employee, guest or invitee of CCSO, or of any such entity in or about the Premises.

#### Maintenance and Repair - Port Obligations

##### Section B

1. Provide adequate means of ingress and egress to the Premises.
2. Provide access to a water supply and electricity.
3. Repair and maintenance of existing exterior water, sewage, and electrical services up the point of entry to the Premises.
4. Repair and maintain any structural element of the building that does not meet the definition of Major Damage as provided in Section A, with respect to the Premises, including the roof and gutters, exterior walls (includes painting), structural members, floor slabs and foundation.

#### **TERM OF MEMORANDUM OF UNDERSTANDING**

The term of this Memorandum of Understanding will be for a period of five years from the date the MOU is signed by the Port and CCSO.

IN WITNESS WHEREOF, the authorized representatives of the Port of Brookings Harbor and the Curry County Sheriff Department as parties hereto pursuant to the authority granted to them hereby approve this Memorandum of Understanding and accept the provisions contained herein.

**PORT OF BROOKINGS HARBOR**

Date: \_\_\_\_\_

\_\_\_\_\_  
Richard Heap, President

\_\_\_\_\_  
Joe Speir, Vice-President

\_\_\_\_\_  
Sharon Hartung Secretary / Treasurer

\_\_\_\_\_  
Ken Range, Commissioner

\_\_\_\_\_  
Larry Jonas, Commissioner

**CURRY COUNTY SHERIFF'S OFFICE**

Date: \_\_\_\_\_

\_\_\_\_\_  
John Herzog, Chair

\_\_\_\_\_  
Chris Paasch, Vice Chair

\_\_\_\_\_  
Court Boice

\_\_\_\_\_  
Sheriff John Ward



## CURRY COUNTY BOARD OF COMMISSIONERS BUSINESS MEETING

Wednesday, April 6, 2022 – 9:00AM  
Commissioners' Hearing Room, Courthouse Annex  
94235 Moore Street, Gold Beach, Oregon

[www.co.curry.or.us](http://www.co.curry.or.us)

*In order to maintain social distancing, yet encourage public participation, the public is invited to watch the meetings on Time Warner Channel 182 or YouTube - Curry County Civic and e-mail public comments during the meeting to [BOC\\_Office@co.curry.or.us](mailto:BOC_Office@co.curry.or.us).*

*Curry County does not discriminate against individuals with disabilities and all public meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification.*

### AMENDED AGENDA

*Items may be taken out of sequence to accommodate staff availability and the public.  
For public comment, a completed speaker's slip must be submitted prior to start of the meeting.*

#### 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

#### 2. AMENDMENT/APPROVAL OF THE AGENDA

#### 3. PUBLIC COMMENTS (3 minutes per person)

#### 4. PRESENTATION

- A. Proclaiming April 2022 Child Abuse Awareness and Prevention Month – Commissioner Paasch
- B. Curry County Fairgrounds Capital Improvement Presentation – Kaitlyn Coleman, Fair Manager and Bob Chibante, Fair Board Member

*The Following Presentation Is At 9:45A*

- C. Gregory Speer - Corps Awards \$ 5 Million Contract - Rogue River Dredging - CCC Board Presentation - Commissioner Boice

*The Following Presentation Is At 11:30A*

- D. New Court House Jail Possible Plans – Workshop-Update – Curry Contractor, ORW Architecture - Commissioner Boice

#### 5. CONSENT AGENDA

- A. Approve Minutes Business Meeting March 16, 2022
- B. Adopt a Position Description for an Existing Position – Deputy Code Enforcement Officer
- C. Civic TV Hearing Room Upgrades
- D. Adopt a Position Description for an Existing Position – Facilities Maintenance Worker/Custodian
- E. Reclassification of an Employee – B. Allen
- F. Approval of MOU (Memo Of Understanding) with Port of Brookings Regarding the Curry County Sheriff Substation
- G. Promotion of an Employee – W. Somers

Curry County Strategic Plan:

1. Financial Stability
2. Economic Development
3. Quality of Life
4. Public Trust
5. Infrastructure

- H. Reclassification of an Employee – A. Gaddis-Parker – Operations Manager
- I. Approval of SLFRF (State and Local Fiscal Recovery Funds) Grant Agreement – Curry County
- J. Payment of AOCC (Association of Oregon & California Counties) Dues
- K. Order Cancellation of Certain Uncollectible Personal Property Taxes
- L. Juvenile Department Youth Litter Patrol Program
- M. Parks Host Renewal Agreement
- N. CCD (Coos Curry Douglas) Board of Directors Annual Reappointments

**6. DISCUSSION/ACTION ITEMS**

- A. MORE (Managing Oregon Resources Efficiently) Agreement with Coos County To Manage Timber Sale – Becky Crockett, Planning Director
- B. ARP Funding of Federal Grant Writing Course for Three County Employees -
- C. Changing from 3 Commissioners to 5 – Commissioner Paasch
- D. Apparent Arbitrary Change by One Commissioner of Meeting Agenda and a Disregard for Proper Public Notification – Commissioner Herzog’s Decision Was Made without Full Curry Board of Commissioners Consultation - Commissioner Boice
- E. Commissioner Boice Response to Commissioner Paasch Comments at the CCC Board Meeting March 2, 2022 – Agenda Item 6 A – Boice, 2nd Request for Equal Time and Equal Process - Commissioner Boice

**7. COMMISSIONER UPDATES**

- A. Commissioner Boice
- B. Commissioner Paasch
- C. Commissioner Herzog

**8. EXECUTIVE SESSION**

- A. 192.660(2)(a) To Consider the Employment of a Public Officer, Employee, Staff Member or Individual Agent
- B. ORS 192.660(b) and (h) -- (b) To Consider the Dismissal or Disciplining of, or to Hear Complaints or Charges Brought Against, a Public Officer, Employee, Staff Member or Individual Agent Who Does Not Request an Open Hearing and (h) To Consult with Counsel Concerning the Legal Rights and Duties of a Public Body with Regard to Current Litigation or Litigation Likely to Be Filed.

**9. HIRE ORDERS**

- A. New Hire – Custodian - Julie Swift, Payroll and Personnel Coordinator
- B. New Hire – Planning Permit Technician I - Julie Swift, Payroll and Personnel Coordinator
- C. New Hire – Sr. Accounting Clerk – Finance - Julie Swift, Payroll and Personnel Coordinator
- D. New Hire – Sr. Department Specialist - Julie Swift, Payroll and Personnel Coordinator

10. **OTHER** (ORS.192.640( 1) " . . . notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.”)

**11. ADJOURN**

Curry County Strategic Plan:

- 1. Financial Stability 2. Economic Development 3. Quality of Life 4. Public Trust 5. Infrastructure

## **ACTION ITEM – K**

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**DATE:** April 20, 2022  
**RE:** Live-Aboard Policy Revisions  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Port Legal Counsel noted this policy is well written. They recommend changing the word “boat” to “vessel” and remove the word dwelling from the agreement. The words boat or dwelling could be considered at a structure or building which could refer to the resident tenant laws.

### DOCUMENTS

- Draft Live-Aboard Policy revisions, 8 pages

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve draft Live-Aboard Policy revisions and authorize the Port Manager to implement the revisions immediately.



**LIVE-ABOARD APPLICATION AND AUTHORIZATION**

Slip No.: \_\_\_\_\_ Moorage License Terms: \_\_\_\_\_ to \_\_\_\_\_

(Term of Authorization for Live-aboard Use)

Name of Moorage Licensee: \_\_\_\_\_

Owner

Operator

**Vessel**~~Boat~~ Name: \_\_\_\_\_

Doc/Registration No.: \_\_\_\_\_

Names of all persons who will be living aboard this vessel, also noting the relationship to the vessel owner:

Name: _____	Mailing Address: _____
Relationship: _____	Phone Number: _____
Name: _____	Mailing Address: _____
Relationship: _____	Phone Number: _____

License of vehicle that will be parked on Port property: \_\_\_\_\_ Permit #: \_\_\_\_\_

License #: \_\_\_\_\_ Year/Make/Model: \_\_\_\_\_ Color: \_\_\_\_\_

Select the type of marine sanitation devices that is used aboard your vessel:

Port-a-potty    Type I MSD    Type II MSD    Type III MSD    Other: \_\_\_\_\_

MSD tank capacity: \_\_\_\_\_

Holding tank capacity: \_\_\_\_\_

Complete and sign registration on reverse side. Not valid for live-aboard authority until signed by the Port Manager.

**Completed by Harbormaster - Inspection Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Harbormaster recommendation:** Yes / No

**Reason if No:** \_\_\_\_\_

**PORT OF BROOKINGS HARBOR**

**LIVE-ABOARD APPLICATION AND AUTHORIZATION**

According to the Clean Water Act, vessels are prohibited from discharging any sewage, whether treated by an MSD or not, into freshwater rivers. Sewage discharges have potentially wide-ranging impacts on all aquatic environments. The discharge of holding tanks within the marina is prohibited at all times. Vessel pump out stations are located at the Fuel Station and Sport Transient Dock.

Live-aboards will be given a Discharge Monitoring Report to use during the term of their authorized stay. It is the live-aboard's responsibility to report the vessel pump out activity to the Port Office by the first of every month. A complete Discharge Monitoring Report needs to be submitted at the end of the live-aboard's authorized stay in order for renewal to be considered. Failure to comply with submitting the Discharge Monitoring Report will result in the termination of this authorization.

In consideration of the attached rules and regulations, and in accordance with the Port of Brookings Harbor ordinances and policies, the undersigned agree(s) as follows:

- In addition to annual moorage, I will be charged a live-aboard fee of \$75.00 per month per person.
- Port personnel will determine if my vessel is properly equipped to be eligible for live-aboard status including the use of proper marine sanitation devices.
- I will not rent or sub-license my **boat/vessel**. Only the persons named on this application will reside aboard this vessel.
- I agree to enhance Port security and advise Port personnel of possible violations.
- I will conform to all laws, statutes or ordinances pertaining to the discharge of any waste on the water.
- My vessel must be capable of leaving the harbor under its own power, and the method of power must be that of a standard type of machinery typically used on said vessel as main propulsion.
- I understand that the Port of Brookings Harbor does not guarantee the provision or condition of water, electricity, or other services.
- Marine dye will be added to all holding tanks while live-aboard vessel is moored in the Port.
- Inspections will be performed by an independent recognized Marine Tradesman semiannually, at the cost of the vessel owner.
- Any pollution violation is cause for immediate termination of live-aboard status. In addition, all violators will be prosecuted.
- I understand that live-aboard authorization may be terminated by either party with a ten (10) day written notice. I understand and agree that this application and authorization are a use authorization under my agreement to moor the vessel. I further understand and agree that this document is not a residential lease agreement for the lease of a residence or residence space, and the residential landlord-tenant relationship is not intended to apply to the parties.
- All live-aboard terms, rules and regulations are subject to change without notice.

Living aboard does not create residential tenancy and is not permitted without live-aboard authorization signed by the Port Manager. **This application is nontransferable.**

Vessel Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



Port Manager Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

**PORT OF BROOKINGS HARBOR  
LIVE-ABOARD POLICY**

Live-aboard status is considered a privilege and is granted to Port of Brookings Harbor moorage customers as a revocable license. Live-aboard tenants provide an important service to the marina; serving as neighbors that promote safety and security for all boaters. As such, the Port has an important responsibility to assure live-aboard residents set a good example for other tenants and guests. Therefore, the application for live-aboard status is carefully considered and can be revoked, when necessary, if it is deemed necessary for the enjoyment of all boaters and for a safe secure marina.

Live-aboard eligibility does not insure residency at the Port of Brookings Harbor Marina may continue nor does it create a landlord-tenant relationship between the Port and the live-aboard customer. It is the responsibility of the live-aboard, not the Port, to comply with any applicable regulations of any agency with jurisdiction. Recognition by the Port in this policy does not alter the live-aboard's responsibility nor create an obligation on the Port to make changes or incur obligations to allow live-aboard's continued residency.

Live-aboard vessels are to be dispersed throughout the marinas based upon the overall safety and security of the entire Port of Brookings Harbor facility and provide support to the marina and boater security.

**Definitions**

"Live-aboard" for the purpose of this policy is defined as any moorage customer who maintains ~~a boat or the~~ vessel ~~as a dwelling~~ for more than 3 days in any 7-day period. Live-aboard is also defined in Port Ordinance No. 1-1998 as any person sleeping overnight, preparing food, or any other activity normally connected with temporary or permanent lodging. The use of the term "live-aboard" in this policy is meant to be consistent with the definition in the Port Ordinance Section 1.9, Live-aboard.

~~"Dwelling" means a boat or vessel that has sleeping, cooking and/or plumbing fixtures fit for human occupancy and that is used for a temporary residential purpose.~~

**Terms – Conditions - Eligibility**

The Port of Brookings Harbor shall permit a limited number of people the privileged of living aboard their vessels in the Port of Brookings Harbor operated marinas as a use subordinate to the Moorage Agreement. The Port of Brookings Harbor may limit the number of vessels that have live-aboards within its marinas to a number which can be reasonably sustained by the marina facilities and which do not conflict with its berthing objectives.

The Port of Brookings Harbor marinas were designed for berthing commercial and recreational boats, not as a living facility. The Port of Brookings Harbor therefore allows live-aboards as an exception to the first objective for the marinas, and it is considered a privilege. The Port reserves the right to deny, suspend or cancel this privilege at will, if in the opinion of the Port Manager, live-aboards interfere with the primary objectives of the marina, individually or in the marina as a whole.

**Written Agreement-** All customers seeking to obtain liveaboard privileges must fill out and sign a written live-aboard application at the Port Office. The live-aboard authorization must be renewed on an annual basis. All required documents showing proof of liability insurance and proof of vessel registration/ownership must be supplied along with the application for consideration prior to approval of any application. Live-aboards are required to have a "Live-aboard Application and Authorization" on file in the Port Office. This authorization shall be kept current and run concurrently with the moorage agreement. Liveaboard authorizations are subordinate to and terminate upon the termination of the moorage agreement. Live-aboard authorizations will also terminate with sale of the vessel. If a new ~~boat-vessel~~ is purchased that replaces the ~~boat-vessel~~ registered under the live-aboard authorization, a new liveaboard authorization must be obtained. No subleasing of live-aboard authorizations is allowed. The failure to register for live-aboard use may result in termination of the moorage agreement.

**Background Check** - An applicant for live-aboard privileges may be subject to credit and/or criminal background checks at their expense. Existing live-aboard tenants may be subject to annual credit/criminal background checks at the Port's discretion if deemed by the Port to be necessary.

**Policies** - All customers must agree and adhere to the Port of Brookings Harbor live-aboard policy as well as all items referenced in the Port Ordinance document regarding parking, noise ordinances, and conduct. Any illegal activities committed by live-aboards and/or their guests may cause live-aboard privileges to be revoked.

**Inspections** - The Port may regularly inspect and document the use of vessels with live-aboards to verify compliance with all Port policies.

**Number of Liveaboards per vessel** - The Port Manager may limit the number of registered live-aboards on any one vessel. Only legal owners and identified family members residing with them, or operators or crew members designated by the legal owners, may register to live-aboard vessels. All persons authorized to live-aboard must be identified by name and relationship to vessel owner. No minor may be a registered live-aboard without his/her parent/legal guardian being a registered live-aboard on the same vessel.

**BMP's** - All live-aboard customers must comply with marina Best Management Practices (BMP's); including, but not limited to, the proper handling and disposal of fuel, oil, chemicals, hazardous waste, grey water and other solid waste. Garbage services are included with the applicant's Moorage Agreement exclusively for waste generated in the normal use of the vessel. The Port does not offer waste pick-up or removal from vessels or finger floats. Live-aboard customers are responsible for disposing of waste in the provided dumpsters.

**Waste** - The Port acknowledges that a Live-aboard will typically generate more waste than a recreational or commercial boater, the additional cost of which is accounted for in the live-aboard fee. The Port does not authorize disposal of any waste generated elsewhere, large items (~~mattresses, boatmattresses, vessel~~ parts, etc.), appliances, or electronics in the Port's dumpsters. The Applicant agrees that such items will be disposed of by Applicant at Applicant's cost by taking them to a location such as the Curry Transfer & Recycling Station for proper recycling and disposal.

**Pets** - Pets are allowed on vessels with live-aboard authorization on a limited basis, with pre-approval from the Port Manager. All pet waste must be bagged and disposed of properly. Pets must be controlled by their owner and follow applicable County and State laws. Dogs must be on a leash when on Port Property.

**Reporting** - Under no circumstances does the Port authorize live-aboard customers to act as agents or employees of the Port of Brookings Harbor. Live-aboard customers are not directed to act beyond reporting suspicious activity or suspected marina violations to the Port Office, Port Security or the County Sheriff, if necessary. In case of medical, fire or any other emergency, immediately call 911.

**Conduct and Behavior** - Live-aboards shall not engage in behavior that creates a nuisance, disturbs the peace or interferes with Port staff operations and the normal operations of commercial and recreation moorage in the marinas. Live-aboards are responsible for the behavior of their guests in the marina. Quiet hours are 2200-0700 (10:00 pm - 7:00 am) on a daily basis. However, live-aboards must understand that commercial fishing operations may take place at any hour of the day or night.

**Boat-Vessel Qualifications** - After July 1, 2019, only vessels registered/documented at 32' or longer are eligible to be considered for liveaboard status. Vessels must also meet Federal, State and local laws at all times which include those pertaining to navigation and safety equipment. Vessels must be seaworthy and operable, immediately ready for cruising in local waters. The Port reserves the right to inspect vessels for compliance where these qualifications may be in question. A ~~boat or~~ vessel that is being used only to live-board, and not maintained in operable condition such that it is capable of being used for transportation on the water, is not eligible for moorage and must be made seaworthy within 30 days or it will be required to leave the Port.

**Mail** – Live-aboards must establish a mailing address other than the Port of Brookings Harbor Office or marinas at which to receive their mail. The Port office does not offer mail services nor accept mail or packages on behalf of live-aboards. Live-aboards are responsible for providing a valid mailing address to the Port and to keep all contact information on file up to date.

**Fees** - The vessel owner shall be responsible for and pay for all live-aboard fees for those registered and living aboard their vessel. These fees are subject to change and may be established by the Port of Brookings Harbor Board of Commissioners. The Port may require information on live-aboard applicant's credit, finances, or conduct. The Port will not treat this information as confidential and the Port will not release this information without the written consent of the applicant.

**Unpaid Balances** - Balances unpaid after 60 days (including monthly moorage and live-aboard fees) will be in default and moorage will be subject to termination. To maintain live-aboard status, the fee will continue even if the customer is temporarily off the vessel or the vessel is out of the slip.

**Parking** – Live-aboards may use the public parking areas in common with other marina users. Live-aboard permit holders are subject to the same allocation of overnight automobile parking permits as other moorage licensees. While on Port property, vehicles must be legally registered, licensed, insured, include current applicable permits and be in running condition. Vehicle maintenance on Port property is prohibited. Live-aboard vessels are eligible for a permit to use the Port's upper parking lot for one vehicle per live-aboard vessel, regardless of the number of people living aboard. The Port will occasionally close and clear the parking lots for events or maintenance.

**Utilities** – Live-aboard use is restricted to full-service docks. The Port does not guarantee the continuity or characteristics of electrical service, or the quality or supply of water service. Live-aboards must accept Port premises as-is and the Port is not obligated to install additional utilities or facilities to accommodate live-aboards. The Port is not responsible for damages due to failure of services. Live-aboards shall not affix or install any equipment to or on Port property without consent of the Port Manager. Use of Port property and electrical and water service is at the live-aboard's own risk.

**Dock Debris** - The docks must remain free from materials that may cause a safety hazard including, but not limited to, hoses, planters, bicycles, barbecues, etc. Any personal or boating related items must be stored onboard the vessel and are not allowed on the docks or slips, with the exception of loading and unloading. Vessel exteriors must be kept in a clean, neat and orderly manner. Proper size access steps are allowed.

**Compliance and Enforcement**

All live-aboards must comply with all applicable federal, State, and local regulations pertaining to the discharge of wastes in Oregon marinas. Live-aboards must adhere to any applicable best management practices adopted (such as the clean marina guidelines recognized by the Oregon Marine Board) or established by the Port of Brookings Harbor for vessel maintenance and repair, hazardous materials and waste, and sanitary waste. Pump out station(s) are available and should be used on a regular basis.

All live-aboards must understand and acknowledge that their vessel ~~is a boat,~~ not a "floating home" as defined by ORS 830.700 and the provisions of ORS 90.505, et. seq. regarding "floating home" rentals space does not apply to live-aboard ~~boats and~~ vessels.

**Periodic Review**

The Port of Brookings Harbor Commission may periodically review the Live-aboard Policy. The Commission has the authority to change or update this policy as deemed necessary. It is the responsibility of Live-aboard customers to review the updated policy.

**Penalty**

The penalty for failure to file a live-aboard application or providing false information is immediate termination of all live-aboard privileges and Moorage Agreement.

As an applicant for live-aboard privileges, I have read, understand and agree to the terms above:

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

DRAFT



**LIVEABOARD INSPECTION**

Vessel Name: \_\_\_\_\_ Vessel Length: \_\_\_\_\_ Slip: \_\_\_\_\_

**Replace    Poor    Fair    Good**

- |                          |                          |                          |                          |   |
|--------------------------|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Fresh water connection</b>                 |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Grey water discharge shutoffs</b>          |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Black water discharge shutoffs</b>         |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Dye: _____</b>                             |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Condition of water hose</b>                |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Condition of electrical cord</b>           |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Cleats and mooring lines adequate</b>      |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Seaworthy</b>                              |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Living quarters and amenities adequate</b> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Marine Sanitation Devices (MSD)</b>        |
- **Type 1: Physical/Chemical based system**
  - **Type 2: Biological or aerobic digestion based system**
  - **Type 3: Holding tank or similar device**
  - **Other: \_\_\_\_\_**

**If any above meets a poor recommendation owner will need to make repairs and reschedule another inspection.**

**Boat-Vessel Qualifications** - After July 1, 2019, only vessels registered/documentated at 32' or longer are eligible to be considered for liveaboard status. Vessels must also meet Federal, State and local laws at all times which include those pertaining to navigation and safety equipment. Vessels must be seaworthy and operable, immediately ready for cruising in local waters. The Port reserves the right to inspect vessels for compliance where these qualifications may be in question. A ~~boat or~~ vessel that is being used only to live-board, and not maintained in operable condition such that it is capable of being used for transportation on the water, is not eligible for moorage and must be made seaworthy within 30 days or it will be required to leave the Port.

**All above is met**                       **Repairs are needed**

Travis Webster, Harbormaster

Date

**DISHCHARGE MONITORING REPORT  
FOR PORT OF BROOKINGS HARBOR LIVEBOARDS**

Per the Clean Water Act, vessels are prohibited from discharging any sewage, whether treated by an MSD or not, into freshwater rivers. Sewage discharges have potentially wide-ranging impacts on all aquatic environments. Vessel pump out stations are located at the Fuel Dock and Sport Transient dock.

**The Discharge of Holding Tanks Within the Marina Is Prohibited at All Times.**

Liveboards must use this Discharge Monitoring Report. You must report your vessel pump out activity to the Port Office by the first of every month. Failure to comply with submitting the Discharge Monitoring Report will result in the termination of your Liveboard Agreement.

Slip No: \_\_\_\_\_ Vessel Name: \_\_\_\_\_

Term:  Monthly  Yearly From \_\_\_\_\_ To \_\_\_\_\_

Owner Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Date	Gallons Pumped	Date	Gallons Pumped

By signing below, I certify that the above information is correct.

Liveboard Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ACTION ITEM – L

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**DATE:** April 20, 2022  
**RE:** C.J. Huntsman, CPA, P.C. Engagement Agreement, FY 2021-22 Audit  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Port audits must be reviewed by Certified Public Accountant (CPA) and approved by the Board. Then submitted to State of Oregon by December 31<sup>st</sup> of every year.
- Securing CPA early in the year ensures the Port audit to be completed by the State deadline.
- The Port solicited for CPA's last year and our Financial Management Policy notes to request bids every three years.
- Audit Engagement Agreement is for the fiscal year 2021-22.

### DOCUMENTS

- Draft C.J. Huntsman CPA, P.C, Engagement Agreement, 5 pages
- POBH Financial Management Policy, 14 pages

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve draft C.J. Huntsman CPA, P.C, Engagement Agreement for the fiscal year 2021-22 and authorize the Port Manager and Board President to sign the agreement.

**DRAFT**

**C. J. Huntsman, CPA, P.C.**

**Constance J. Huntsman**  
Certified Public Accountant  
Admin@huntsmancpa.net

**P.O. Box 569**  
**Coos Bay, OR 97420**  
**541-808-3080**

**Memberships**  
American Institute of CPA's  
Oregon Society of CPA's

April 1, 2022

To Management and the Board of Commissioners  
Port of Brookings Harbor  
P.O. Box 848  
Brookings, OR 97415

I am pleased to confirm my understanding of the services I am to provide for the Port of Brookings Harbor for the year ended June 30, 2022.

**Audit Scope and Objectives**

I will audit the financial statements of the governmental activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of Port of Brookings Harbor as of and for the year ended June 30, 2022.

The Port of Brookings Harbor's basic financial statements are reported on a modified cash basis of accounting. While there is no standard setting body that establishes accounting standards for the modified cash basis of accounting, both the Government Finance Officers Association (GFOA) and the American Institute of Certified Public Accountants (AICPA) publish guidance and example materials used in preparing modified cash basis financial statements. The Port of Brookings Harbor uses these application materials published by the GFOA and the AICPA in preparing their basic financial statements. The modified cash basis of accounting differs from generally accepted accounting principles in that not all Governmental Accounting Standards Board (GASB) pronouncements apply to the presentation and disclosures contained in financial statements.

I have also been engaged to report on supplementary information that accompanies Port of Brookings Harbor financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and I will provide an opinion on it in relation to the financial statements as a whole in a report combined with my auditor's report on the financial statements:

- 1) Schedule of Property Tax Transactions – Modified Cash Basis
- 2) Schedule of Long-Term Debt Principal and Interest Transactions
- 3) Schedules of Future Cash Requirements for Payment of Long-Term Debt:
  - Revenue Bond Series 2000
  - Combined IFA Notes Payable
  - Notes Payable
  - RV Park Improvement Note Payable



In connection with my audit of the basic financial statements, I will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, I conclude that an uncorrected material misstatement of the other information exists, I am required to describe it in my report.

1) Introductory Section:

Transmittal Letter  
Elected Board of Commissioners  
Administration  
Port Organization Chart  
Port Geographic Boundaries

2) Other Information – Unaudited:

Trend Information Since Adoption of the Modified Cash Basis of Accounting

The objectives of my audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes my opinion about whether your financial statements are fairly presented, in all material respects in conformity with the modified cash basis of accounting referred to in the second paragraph, and report on the fairness of the supplementary information referred to in the third paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

**Auditor's Responsibilities for the Audit of the Financial Statements**

I will conduct my audit in accordance with GAAS and will include tests of your accounting records and other procedures I consider necessary to enable me to express such opinions. As part of an audit in accordance with GAAS, I exercise professional judgement and maintain professional skepticism throughout the audit.

I will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. I will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. I will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by me, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to my attention. My responsibility as auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as auditor.

I will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. I will also request written representations from your attorneys as part of the engagement.

I may, from time to time and depending on the circumstances, use third-party service providers in serving your account. I may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, I maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, I will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and I will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that I am unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, I will remain responsible for the work provided by any such third-party service providers.

#### **Audit Procedures – Internal Control**

I will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for my opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, I will express no such opinion. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of Port of Brookings Harbor's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of my audit will not be to provide an opinion on overall compliance, and I will not express such an opinion.

#### **Responsibilities of Management for the Financial Statements**

My audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements. You are responsible for including all informative disclosures that are appropriate for the modified cash basis of accounting. Those disclosures will include (1) a description of the modified cash basis of accounting, including a summary of significant accounting policies, and how the modified cash basis of accounting differs from generally accepted accounting principles in the United States of America (GAAP); (2)

informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

Management is responsible for making drafts of financial statements, all financial records, and related information available to me and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that I may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence. At the conclusion of my audit, I will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to me in the management representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with the modified cash basis of accounting. You agree to include my report on the supplementary information in any document that contains, and indicates that I have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon. Your responsibilities include acknowledging to me in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified cash basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the modified cash basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period; and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

#### **Engagement Administration, Fees, and Other**

I understand that your employees will prepare all cash, accounts receivable, or other confirmations I request and will locate any documents selected by me for testing.

The audit documentation for this engagement is the property of C. J. Huntsman, CPA, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oregon Secretary of State or its designee. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of C. J. Huntsman, CPA, P.C. personnel.

As a sole-practitioner, I am responsible for supervising the engagement and signing the report. I expect to begin my audit on approximately October 1, 2022 and to issue my reports no later than December 31, 2022.

My fee for services will be at my standard hourly rate of \$135. I expect to start and finish the audit engagement services in approximately 95 hours, for a gross fee that will not exceed \$12,825. My invoice for this fee will be rendered each month as work progresses and are payable upon presentation. In accordance with my firm policies, work may be suspended if your account balance becomes 20 days or more overdue and may not be resumed until your account is paid in full. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed my report. You will be obligated to compensate me for all time expended through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If it appears that my estimated hours will need to be increased by more than 15%, or exactly 15 hours, I will discuss it with you and arrive at a new fee estimate before I incur the additional time. Each additional hour beyond the 15-hour buffer will be billed at my standard hourly rate of \$135.

**Reporting**

I will issue a written report upon completion of my audit of Port of Brookings Harbor's financial statements which will also address other information in accordance with AU-C 720, *The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. My report will be addressed to the Board of Commissioners of Port of Brookings Harbor. Circumstance may arise in which my report may differ from its expected form and content based on the results of my audit. Depending on the nature of these circumstance, it may be necessary for me to modify my opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to my auditor's report, or if necessary, withdraw from this engagement. If my opinions are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed opinions, I may decline to express opinions or withdraw from this engagement.

I appreciate the opportunity to be of service to Port of Brookings Harbor and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign a copy and return it to me.

Sincerely yours,



Constance J. Huntsman, CPA  
C. J. Huntsman, CPA, P.C.

**RESPONSE:**

This letter correctly sets forth the understanding of Port of Brookings Harbor.

Management signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name and title: \_\_\_\_\_

Commissioner signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name and title: \_\_\_\_\_



PORT  
*of*  
BROOKINGS  
HARBOR

# FINANCIAL MANAGEMENT POLICY

*Adopted by Resolution No. 534  
January 28, 2020*

Financial Management Policy 2020

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**PURPOSE:** This document will communicate the general management and financial policies established by the Port of Brookings Harbor Board of Commissioners in order to ensure the Port of Brookings Harbor (Port) complies with applicable laws and regulations and operates in a manner consistent with the organization's mission statement and strategic vision.

## **Chapter 1. Financial Oversight**

**1.1 Adoption of Management Systems.** The Port Manager and Financial Officer will review fiscal policies and procedures at least every five years. The Port Manager will recommend changes to the Board of Commissioners.

### **1.2 Budget Overview.**

(a) Local Budget Law. The Port is subject to budget provisions established by law as determined by Oregon's Local Budget Law, found in ORS Chapter 294.

(b) Budget Committee. The Budget Committee consists of the Port Commission and five additional electors from within the district appointed by the Port Commission. The additional members serve terms of three years, with appointed terms staggered. Vacancies among the additional electors on the budget committee will be filled promptly and not later than one month prior to a scheduled budget meeting.

(c) Meetings. In July of each year, the budget officer is assigned for the upcoming fiscal year. During the first Budget Committee meeting of each budget cycle (typically in May), the Budget Committee will elect a chairperson and a secretary and the new budget is proposed by the budget officer.

Additional meetings may be held through-out the year as needed to approve supplemental budgets.

(d) Approval. The Port Commission shall enact resolutions or ordinances to adopt the budget no later than June 30<sup>th</sup>. The budget officer shall submit the approved budget and certification documents to the assessor's office no later than July 15<sup>th</sup>. The budgetary fiscal period coincides with the annual reporting period (July 1 through June 30). Original appropriations may be increased or decreased, through resolutions, by transferring amounts between appropriations in the same fund or by transferring from an appropriation in the General Fund to an appropriation in another fund, or they may be increased through the adoption of a supplemental budget. By state law, budget appropriations lapse at year-end.

**1.3 Commission Responsibilities for Finances.** The Commission is responsible for overseeing the financial operations of the Port including income, investments, expenditures, cash flow and audit. The Treasurer shall ensure that adequate accounts of receipts and expenditures are kept to show the financial condition of the Port, and shall cause these accounts to be opened at suitable times for the inspection of the Commission. The Treasurer will review Bank Statements to verify the accuracy and validity of all reconciled accounts.

**1.4 Review of Financial Statements.** The Port Manager, or their designee, shall prepare monthly financial reports sufficient for evaluating the organization's ongoing financial situation. The Commission will review applicable financial reports, as deemed necessary.

The Port Manager, or their designee will have access to monthly financial information for assigned programs and/or projects.

**1.5 Audit.** The Commission shall evaluate the need for the Port to request bids for auditing services every 3 years. If a bid is recommended, the Port Manager, or their designee, shall secure bids from at least three independent CPAs for conducting an annual audit. The CPAs must have Municipality Audit Credentials and be listed as such with the Secretary of State Audits Division. The selected CPA will conduct the audit within 6 months of the fiscal year end. The Treasurer will ascertain that an audit of the Port's financial condition is conducted at the close of each fiscal year. The CPA shall perform all audits under the accounting and auditing standards applicable to a government agency.

The audit must conform to the Minimum Standards for Audits of Oregon Municipal Corporations as defined by OAR 162-010. If Federal funds have been received during the audit period and exceed the federal threshold requiring an audit, the audit must also conform to 2 CFR Part 200 – Super Circular and any applicable amendments.

The audit must be approved by the Commission prior to filing with the Secretary of State Audits Division.

**1.6 Non-Discrimination.** The Port will not discriminate in the selection of vendors, suppliers, professional services, or in the hiring, promotion or termination of employees on the basis of gender, race, creed, national origin, color, religion, marital status, veteran status, disability, age or sexual orientation.

**1.7 Grant and Audit Standards.** As an Oregon municipality and a recipient of federal grants, the Port will adhere to and incorporate into its policy manuals 2 CFR Part 200 – Super Circular.

**1.8 Insurance and Bonding.** The Port will obtain various types of insurance to protect Port property, activities and interests as deemed necessary to minimize risk.

**1.9 Compliance.** The Port of Brookings Harbor is committed to complying with all Federal, State and local laws and regulations. Ethical conduct and integrity guide the organization's actions and is part of excellent business practice. The Port will:

- Comply with all relevant legislation, laws, standards, codes and internal policies;
- Maintain awareness by providing training and obtaining legal advice as needed;
- Develop and implement processes to ensure compliance and ethical obligations;
- Monitor compliance with its legal and ethical obligations; and
- Take appropriate corrective action to prevent future compliance violations.

**1.10 Internal Controls.** The Port's policy is to establish and maintain an effective system of internal controls that allow for organizational structure and procedures to ensure the safeguarding of assets and the integrity of financial records. These controls reduce the possibility of error, mismanagement and fraud. The responsibility for these systems of control is delegated to the Financial Officer, who with assistance from Independent Financial Consultant, monitors and enforces these control activities. The Financial Officer and Independent Financial Consultant should periodically review the established controls and assess their effectiveness and report the results to the Port Manager and the current Port Treasurer. The Port Manager should implement changes as needed.

**1.11 Oregon Government Ethics.** The Oregon Government Ethics Law applies to all elected and appointed officials, employees and volunteers ("public official") at all levels of state and local government. The law states that no public official shall use or attempt to use an official position to obtain financial gain or avoid financial detriment. Oregon's ethics laws prohibit each public official

from gaining a financial benefit or avoiding a financial cost as a result of his or her position. However, several specific benefits, such as compensation packages and reimbursed expenses, are allowed.

**1.12 Gifts.** No public official shall solicit or receive any gift(s) with a total value of more than \$50 from any single source who could reasonably be known to have a financial interest in the official actions of that public official. A gift is defined as something of value given to a public official, for which the official does not pay an equal value. Gifts of entertainment are included in the \$50 gift limit. This does not mean that an official cannot receive any gifts. The law only restricts gifts from sources that have an administrative or legislative interest in the public official's actions, and does allow the public official to receive up to \$50 worth of gifts from each source. In addition, unlimited gifts may be accepted from a source that does not have a legislative or administrative interest in the public official.

**1.13 Conflict of Interest.** A conflict exists if a decision or recommendation could affect the finances of the public official or the finances of a relative. A few other situations can present a conflict of interest, as well. If a conflict of interest exists, the public official must always give notice of the conflict to a responsible party, and in some situations the public official is restricted in his ability to participate in the matter that presents the conflict of interest.

## Chapter 2. Organizational and General Accounting Policies

**2.1 Use of Funds.** The Port is a municipal corporation subject to Oregon Local Budget Law. As such, the general ledger must be maintained and reported by fund. A fund is defined as a self-balancing set of general ledger accounts. The Port currently maintains five individual funds for state legal compliance. When necessary, additional funds may be recommended by the Financial Officer and Port Manager, reviewed by the budget committee and authorized by the Port Commission as deemed necessary and in accordance with applicable accounting standards. The Port's funds and general use of each are as follows:

- (a) General Fund – Used to account for financial resources of the Port not accounted for in any other fund. Principal sources of revenue consist of property taxes, charges for Port services, grants from other agencies and interest earnings. Major expenditures are for personnel services, operating supplies, repairs and maintenance, utilities and professional contracted services relating to administration and Port operations. Expenditures also include capital outlay for equipment.
- (b) Debt Service Fund – Used to account for the principal and interest paid on the Port's long-term debt other than the revenue obligation bond. Resources are provided by operating transfers from General Fund and interest earnings.
- (c) Revenue Bond Fund – Used to account for principal and interest paid on revenue bond. Resources are provided by operating transfers from the General Fund and interest earnings.
- (d) Capital Project Fund – Used to account for expenditures relating to major construction and improvement projects of the Port. Resources are provided by capital grants, loans and operating transfers from General Fund.
- (e) Reserve Fund – Used to provide future resources for major dock repairs, replacements and capital improvements to Port property. This fund was established under the provisions of Oregon Local Budget Law by Port Resolution 307.

**2.2 Accounting Policies.** The financial statements of the Port are prepared in accordance with GFOA Special Purpose Accounting Framework referred to as the modified cash basis of accounting. The

framework includes the same accounting practices, standards and interpretations adopted by GASB. It also includes guidance on how to discern which of the GASB Standards should apply to the modified basis of accounting. The framework recognizes the need to “modify” certain cash transactions of receipts and disbursements for reporting as revenue and expenditures when those transactions are not completed at the date of financial reporting. The GFOA framework discloses details of capital assets in the notes to the financial statement. The GFOA framework focuses on cash flows – the cash position and changes in cash position.

- (a) Basis of Accounting - The budget and the financial statements (annual and monthly) are prepared on the modified cash basis of accounting. This modified cash basis of accounting differs from generally accepted accounting principles in that not all GASB pronouncements apply to the presentation and disclosures contained in financial statements. Only cash and items that involve the receipt or disbursement of cash during the fiscal year are recognized, except for the following modifications:
1. Interfund receivables and payables that arise from transactions and events involving cash are recognized;
  2. Assets that normally convert to cash that arise from transactions and events involving cash are recognized;
  3. Liabilities for cash (or cash equivalents) held on behalf of others, held in escrow, or received in advance of being earned or meeting eligibility requirements are recognized.

As a result of the use of this modified cash basis of accounting, certain transactions are not recorded or presented in the basic financial statements. For example, accounts receivable and revenue for billed or provided services that have not been collected in cash are not accrued as revenue or receivables. Additionally, capital assets such as property, equipment, and infrastructure are not reported and long-term liabilities such as debt and compensated absences are also not reported in the basic financial statements. However, any long-term liabilities and compensated absences are described in the notes to the basic financial statements.

The modified cash basis of accounting is an acceptable accounting framework recognized by Oregon law for use by local governments.

- (b) Property Taxes - The State of Oregon constitution and state statutes provide for several types of tax levies, all of which require voter approval before being levied. Included among such authorized levies are a permanent tax rate, which can result in a different levy amount each year as assessed valuations change, bonded debt levies which can be levied each year the related general obligation bonds mature, and local option levies for a voter-approved number of years.

The Port of Brookings Harbor levies a permanent property tax levy. By July 15 of each year, the Port certifies its property tax levy to Curry County, Oregon. Curry County makes all assessments of property value and levies, collects, and distributes property taxes for all taxing districts within its boundaries. Assessments of property values are as of July 1 of each year, and the taxes levied are a lien on the properties as of July 1 of the year levied.

Taxes are payable in three installments on November 15, February 15, and May 15 following the levy date and become delinquent May 15. The County pools tax collections and makes

distributions to taxing districts according to their pro-rata share of the total levy each fiscal year which collections are received.

- (c) Capital Assets - Purchased or constructed capital assets, including property, plant and equipment, and infrastructure (roadways, docks, drainage systems, etc.), are not capitalized and depreciated under the modified cash basis, however, capital assets are inventoried for purpose for insurance and capital improvement planning and budgeting. The Port defines capital assets as assets with an initial cost of more than \$5,000 and an estimated life in excess of one year. See Section 5 of this manual for additional information and policies.
- (d) Unused Compensated Absences - Employees are permitted to accumulate earned but unused vacation time and related employee benefits. Vacation time and holiday pay are recognized as expenditures when paid. See the Port's Employee Handbook for additional policies regarding earning, using and pay-outs of vacation and related employee benefits.
- (e) Long-term Liabilities – The Port's general long term liabilities consist of revenue bond, Infrastructure Finance Authority, and notes payable. Obligations are paid from operating cash flows.
- (f) Net position - The Port's net position is classified as follows:
  - i. Restricted for debt service. This represents assets that have internally-imposed restrictions related to making debt service payments.
  - ii. Committed for Port Operations and Capital Projects. This represents assets that have internally-imposed limitations by the Port Commission.

## Chapter 3. Payments

### 3.1 Procurement.

- (a) Authority. The Port Commission shall authorize all purchases necessary for the operation of the Port as included in the annual operating budget. The Port Manager may enter into a contract or agreement to purchase goods and services, and may enter into an intergovernmental agreement provided the contract has received proper approval and is a budgeted item.
- (b) Purchasing Approvals. Designees by the Port Manager, may approve purchases that meet the following definitions:
  - i. The purchase is within the budgetary restrictions as outlined in a grant/contract or the annual Port operating budget.
  - ii. The purchase is necessary for the execution of the grant/contract or department operation.
  - iii. The purchase is reasonable, allocable and allowable to the grants/contract or indirectly to the Port, as per federal guidelines and/or terms of the agreement.
  - iv. The purchase represents a best value option to the Port, as determined through general market inquiries or a formal bidding process, as deemed necessary, and according to policy.
  - v. All public contracts estimated to \$10,000 or more in a calendar year must be approved by the Board of Commission. All public contracts estimated to cost less than \$10,000 in

a calendar year may be entered into by the Port Manager or designee without Board approval. However, emergency contracts may be entered into either by the Board or the Port Manager or designee, regardless of dollar limits, subject to ORS 294.481. Public contracting rules and prescribing rules and procedures for public contracting are documented in Resolution No. 525-B.

All purchases that do not meet the above definitions must be approved by the Port Commission, and in accordance with Local Contract Review Board Rules as adopted by the Commission.

- (c) Requests for Payment. Once the service has been performed and goods have been received with satisfaction, requests for payments shall be submitted to finance via vendor invoices, purchase orders, or employee expense reports. These requests shall be accompanied by the following required documentation:
- i. Approved purchase order (*see exception, payment request for recurring expenses, (d)*)
  - ii. Supporting documentation (i.e. Invoice, Employee Expense Report),
  - iii. Proper approval, per Section 3.1b of the Financial Policy Manual,
  - iv. Account coding specific to grant/program/account dimensions,
  - v. Contract, Service Agreement, or for goods, a signed notice of delivery. (IF APPLICABLE).
  - vi. Vendor W-9 (NEW VENDORS)
  - vii. Insurance certificate (If worked performed on Port property)
- (d) Payment Requests for Recurring Expenditures. A purchase order is not required for recurring expenditures such as utilities, telecommunications, insurance, taxes and other fees billed periodically. The request for payment must be in the budgetary restrictions as outlined in the annual Port Operating Budget.
- (e) Contracts and Competitive Bidding. The Port of Brookings Harbor Board of Commissioners has adopted Local Contract Review Board Rules as documented in Resolution No.368, 484 and 525-B.

Procedural guidelines for procurements not specifically addressed by Port Commission Resolutions should be obtained from The Oregon Attorney General's Model Public Contract Rules, entitled Oregon Administrative Rules, Chapter 137, Divisions 46-49.

**3.2 Credit Card.** The Port has one credit card to be used for purchases with proper approval, per Section 3.1b of the Financial Policy Manual. The credit card is provided to the Port Manager, and other staff, as designated by the Port Manager.

Employees who are permitted to use the Port credit card must use it for essential business purposes only, i.e., transactions authorized or needed to carry out required duties. Employees must pay for personal purchases (i.e., transactions for the benefit of anyone or anything other than the Port) with their own funds or personal credit cards.

If any employee uses the Port credit card for personal purchases in violation of this policy, the cost of these purchase(s) will be considered an advance of future wages, and may be recovered in full from the employee's next paycheck. If an employee uses a Port credit card for any other type of unauthorized transaction, i.e., incurs financial liability on the Port's behalf that is not within the scope of the employee's duties or authorization, the transaction(s) may become the financial responsibility of the employee and/or may result in disciplinary action, up to and including termination of employment.

**3.3 Check Signing.** All checks must be reviewed by the Port Manager. All checks must be signed by two commissioners in accordance with check signature authority rules approved by the Port Commission. All checks must be accompanied with proper supporting documentation at time of signature. Check signature cards shall be kept up-to-date and reflect changes within 30 days.

(a) Voided Checks. Checks containing errors, omissions, partially destroyed or those not otherwise approved shall be "Voided" and filed for reference as needed.

**3.4 Expense Reimbursements.** Most purchases should be initiated with prior approval of the Port Manager and Harbormaster. Travel expenses and other miscellaneous small transactions (under \$100) may be initiated at the employee level and later reimbursed.

For the travel related expense policy, refer to the Port's Employee Handbook.

## Chapter 4. Cash Management

**4.1 Cash Receipting/Depositing.** As cash and checks are received, staff shall deposit funds within two working days, or within three working days if the total deposit is less than \$500. Funds received shall be restrictively endorsed upon receipt and locked until deposited.

**4.2 Bank Reconciliation.** Each month, the Financial Officer shall prepare bank reconciliations for all bank accounts, and they should be reviewed within 30 days of month-end by the Port Manager and the Board of Commission Treasurer.

**4.3 Investments.** The Port will manage all cash and investments according to the Commission approval.

## Chapter 5. Capital Asset Management

**5.1 Definition.** The following guidelines are used in maintaining appropriate records for land, buildings, land improvements, vehicles, equipment, and furniture and fixtures.

Asset acquisitions are budgeted as capital outlay and considered capital assets when the asset has a useful life greater than one year and when the cost exceeds \$5,000. Assets purchased that do not meet this threshold are expensed as incurred. Grouping of individual costs less than \$5,000 is not appropriate for capitalization purposes unless the costs are individual components of an entire project. The purchase must result in an item of physical existence or must benefit future years through increased revenues or reduced expenses.

Costs incurred to achieve greater future benefits shall be considered capital assets, and disbursements that simply maintain a given level of service should be expenditures. In order for costs to achieve greater future benefits, one of three conditions must be met:

- The useful life of the asset must be increased (increased from its original estimated life, not restoring an asset in poor condition to its original estimated life);
- The quantity of services produced from the asset must be increased; or
- The quality of the units or services provided must be enhanced.

**5.2 Special Items – Capital Assets or Expenditures.**

(a) Studies & Planning. Studies, master plans, strategic plans, development plans, marketing plans, and permits are not capital assets, but are expenditures incurred because future benefits are uncertain.

(b) Dredging. Maintenance dredging is considered a routine and ongoing cost of operations and is therefore not a capital asset, but an expenditure.

(c) Internal Port Projects Costs. The Port may incur labor and other costs as part of capital projects. Such costs are budgeted as capital outlay in the Capital Projects Fund.

**5.3 Depreciation.** Depreciation is not recognized in the modified cash basis of accounting, however, expected useful lives of capital assets are considered for budgeting and planning.

The estimated useful lives by asset class are as follows:

- a) Buildings..... 25 – 40 years
- b) Land Improvements..... 10 – 20 years
- c) Docks & piers ..... 20 – 40 years
- d) Equipment & Vehicles..... 5 – 10 years

**5.4 Inventory Tracking.** Equipment is tagged at time of purchase with numbered tags. Items directly expensed due to cost limitation are placed on an inventory listing and tagged with appropriate labels.

The Port will inventory all property and equipment at least once every three years. Subsidiary ledgers (capital assets schedules) are used as additional detail in support of the general ledger.

**5.5 Property Dispositions.** The General Manager shall approve disposition of all personal property deemed to have a current net value to the Port of \$5,000 or less. Personal property with a current net value exceeding \$5,000 may only be declared surplus by the Commission per Resolution No. 516.

Items declared surplus that are worth less than \$5,000 may be sold in a manner that will yield the greatest return to the Port. Items worth less than \$5,000 may be transferred without remuneration to other public agencies and any non-profit corporations certified to receive state or federal surplus property. Items worth more than \$5,000 shall be auctioned, unless the Commission determines another means of disposition would best serve the interests of the Port.

Items declared surplus can be traded in on other equipment for a reduction in the purchase price on the new equipment without auction and without seeking other offers.

Any property with an original acquisition cost of \$5,000 or more and which was acquired with Federal funds shall not be disposed of without prior funding source approval. All such disposals shall be made in accordance with 2 CFR, 200.311.

**5.6 Property Maintenance and Insurance.** The Port shall provide for proper maintenance and upkeep of property. When available and prudent, maintenance agreements shall be entered into and proper insurance should be obtained.

## **Chapter 6. Public Records and Retention**

**6.1 Policy.** The Port shall retain the financial and programmatic records, supporting documents, statistical records, and all other records relating to the Port's operations according to OAR Chapter 166 Division 150 and any Port adopted Retention Policy.

## **Chapter 7. Personnel Policies (Refer to Separately Approved Port of Brookings Harbor Employee Handbook)**



## Chapter 8. Accounts Receivable Collections

**8.1 Introduction.** Customers are expected to pay all invoices on or before the designated due date. When a customer is past due, the intent of this process is to determine the reason for non-payment and take appropriate steps to collect from customers unable to pay or correct the defect that renders the customer unwilling to pay. Actions are taken to obtain payment as quickly as possible, in a cost-effective manner, consistent with local laws and business practices. Effective collection practices serve to identify and minimize risk of loss and improve cash flow and serve to identify and minimize risk of loss.

**8.2 General Terms and Conditions.** General payment terms and conditions for Port customers are established in the Port of Brookings Harbor Moorage License Agreement, and individual property lease agreements. The following criteria apply to all Port customer accounts receivable and collection efforts, unless it is in conflict with separate, legally binding agreements.

**8.3 Delinquent Accounts.** Accounts are considered delinquent when there is: a) failure to register and prepay moorage within 24 hours of arrival or expiration of prior transient license; or b) failure to pay at the time services are rendered ; or c) for written agreements with the Port, accounts 30 days past due.

**8.4 Collection Strategy.** For accounts deemed to be delinquent, the following strategy should be implemented:

- Immediately upon delinquency, mail or email an account statement marked "PAST DUE".
- If possible, follow-up with a phone call to verify receipt of invoices and when customer indicates their ability to make payment.
- Upon 60 days of delinquency, mail or email an account statement marked "PAST DUE". For Port Tenants, mail or email Default Notice.
- Upon 90 days of delinquency, mail or email Final Notice.
- Upon 100 days of delinquency, mail Demand Notice via certified and first class USPS with deadline of ten (10) days.
- Upon 110 days of delinquency, assign customer to third-party collections vendor.
- For balances owed greater than \$5,000, consult with the Port Manager to determine whether legal action will be pursued.
- In exceptional cases where a customer is unable to pay their obligations within the standard timeframe, a payment plan may be agreed upon. Payment plans must be approved by the General Manager, or their designee. If the customer fails to adhere to payment plan conditions, the account should immediately be assigned to the third-party collections vendor, and notice provided to the customer.

Monitor payments received from customers and periodically follow-up with third-party collections vendor regarding progress and efforts made.

**8.5 Customer Account Write-Offs.** The Port of Brookings Harbor may create a reserve for past-due accounts as needed, and write-off accounts determined to be uncollectible.

A write-off of uncollectible accounts from the Port's accounting records does not constitute forgiveness of the debt, nor should be considered a gift of public funds.

At least annually, the Financial Officer will review outstanding customer account balances and

determine the collectability. The Port Manager, or designee is authorized to approve the write-off of accounts with an outstanding balance up to \$1,000. Write-off of accounts with an outstanding customer balance greater than \$1,000 must be approved by the Port Commission per Resolution No. 478.

## **Chapter 9. Grant Acceptance**

**9.1 Grants.** From time to time, the Port has opportunities to apply for and accept grant funds. Grant funds are available from various Federal, State and Local governments and are generally awarded for specific public purposes. Grantees are typically required to use the awarded funding as agreed upon in the stated grant award document as well as follow other applicable laws and regulations. Additionally, it is common for grants to require matching funds as part of the total award.

Grant funding should generally be used for programs or capital projects which address the Port's current priorities and leverage existing Port funds when possible. Inconsistent and/or fluctuating grants should not be used for ongoing operating needs.

**9.2 Grant Applications.** Grant applications shall be coordinated across all departments by the Port Manager and evaluated based on several criteria, including:

- Ability to successfully implement the grant, based on terms and conditions, staff availability and current working capital.
- Alignment with the Port's Strategic Plan, Capital Project priorities and budget.
- Ability to locate required matching funds.
- Ongoing obligations required in connection with the acceptance of grant funds.

The Port Manager or designee will present all grant applications exceeding \$25,000 to the Port Commission for consideration and approval prior to completion. From time to time, grant applications may require an expedited response due to a pending deadline. In these circumstances when prior approval is not determined to be feasible, the grant application will be presented for approval at the next regularly scheduled Commission meeting.

**9.3 Grant Acceptance.** Grants awarded to the Port shall be reviewed and re-assessed using the grant application criteria as described in Section 9.2. Port Staff shall present grant awards exceeding \$25,000 to the Port Commission for consideration and approval.

## **ACTION ITEM – M**

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**DATE:** April 20, 2022  
**RE:** Wastewater Treatment Plant Timeline and Design Progressing Approval  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Jack Akin with EMC Engineers/Scientists, Port Engineer has provided the Port a letter regarding the next phase for the wastewater treatment plant design options.
- Wastewater treatment plant permitting, and design timeline is a general overview of the progress we will be looking for to complete this project.
- EMC Engineers/Scientists contract with the Port includes design and technical aspects and other work.

### DOCUMENTS

- Jack Akin with EMC Engineers/Scientists Letter dated April 14, 2022, 2 pages
- WWTP Permitting & Design Timeline, 1 page

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve EMC Engineers/Scientists to proceed with design options to meet regulatory requirements for disposal of crustacean and fish processing only.



# EMC

Grants Pass \* Jacksonville \* Medford, OR

GP Office: 1867 Williams Hwy., Suite 216, Grants Pass, OR, 97527

Jville Office: 450 Conestoga Dr., Jacksonville, OR, 97530

Ph: 541-474-9434 \* Cell: 541-261-9929 \* Fax 541-727-5488

[emc@emcengineersscientists.com](mailto:emc@emcengineersscientists.com); <http://www.emcengineersscientists.com>

- Engineers/Scientists, LLC

April 14, 2022

To Port of Brookings Harbor,  
Gary Dehlinger, POBH Manager  
RE: Fish Processing Wastewater treatment

Gary,

Within this last week we have received the information necessary to focus on design options.

The most important information that we received is 1) data and operational information from Pacific Seafood; & 2) valuable information gleaned from our April 7, 2022 ODEQ conference meeting.

As you know we originally specified equipment that is known and proven to adequately treat Pacific Seafood's wastewater, but we also know that there is a good chance that better choices may be out there. But in the meantime we needed to specify wastewater treatment components, as a placeholder, in order to derive cost estimations necessary to request federal funding.

Whatever equipment, system configuration and vendors that we finally choose, there are certain tasks that we must perform in order to satisfy federal and state wastewater effluent requirements. We must remove sand and grit, insoluble solids, etc. at the beginning of treatment, and we must reduce oil and grease, and organics (e.g. BOD<sub>5</sub>, TSS). According to Pacific seafood, wastewater derived from small shrimp processing has presented them with their most serious challenges.

We want our system to have the smallest possible footprint, balanced with an easily maintainable and minimally operated system. We are not in any way committed to any particular vendor, technology or system configuration. We only need to satisfy federal and state requirements.

So I am recommending that you authorize us to proceed on behalf of the Port to focus on various vendors and approaches, and to develop some design options for the review and approval of Port staff and the Board of Commissioners.

We would begin, as soon as possible, with a plant visit at the Pacific Seafood facility in Brookings-Harbor, at which time we would look at the wastewater processes, understand what kind of internal actions could assist us.



**Grants Pass \* Jacksonville \* Medford, OR**

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Jville Office: 450 Conestoga Dr., Jacksonville, OR, 97530

Ph: 541-474-9434 \* Cell: 541-261-9929 \* Fax 541-727-5488

[emc@emcengineersscientists.com](mailto:emc@emcengineersscientists.com); <http://www.emcengineersscientists.com>

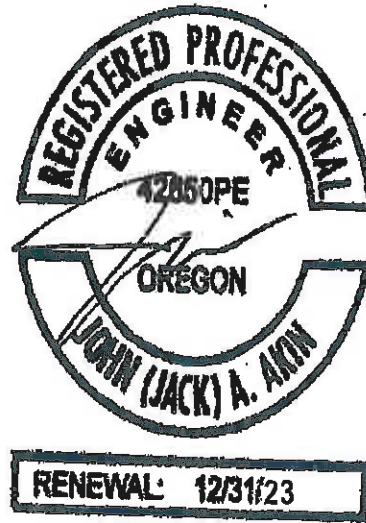
**- Engineers/Scientists, LLC**

We should begin to interview Pacific Seafood, at the plant and corporately, regarding approaches, effluent and seafood types, etc. that they have engaged at other of their facilities.

Best regards

Sincerely

Jack (John) Akin, MS, PE, IC, HMS, CAI  
EMC-Engineers/Scientists, LLC



# WWTP Permitting & Design Timeline

April 2022

Board approval to proceed with design options. Jack estimates 60 days of design work at \$30,000 +/-.

April – June 2022

Design phase.

May – July 2022

Board approval on matching and federal agency contract.

July 2022

Board review of design. Estimating two meetings for design changes and Board approval.

August 2022

DEQ submittal for permit. DEQ gives no guarantees on permit approval. Timeframe is 6 months to 1 year.

August 2022 – January 2022 (6 months)

DEQ review and approval.

February 2023

Order WWTP (6-month delivery. Delivery questionable with current economic conditions).

July 2023

WWTP delivery.

July – August 2023

WWTP construction.

September 2023

WWTP operational.

## **ACTION ITEM – N**

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**DATE:** April 20, 2022  
**RE:** RV Park Septic Tank on Drawing Clarification  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Board approved preliminary FEMA drawings for EMC Engineers/Scientists to be submitted to FEMA for their final budget approval at a Special Meeting on March 24, 2022.
- During the meeting it was stated that these drawing were only preliminary drawings for FEMA only and not for construction. It was noted that these drawings will have some changes, specifically the RV Park drawings, and that the Board will have the opportunity to approve the construction drawings prior to going out to bid.
- The septic tank shown on the drawings at the RV Park will not be on the draft construction drawings. The sewer system will be designed to connect to Harbor Sanitary system.

### DOCUMENTS

- None

### COMMISSIONERS ACTION

- **Recommended Motion:**  
Motion to approve the sewer system design in the RV Park expansion to be connected to Harbor Sanitary District system.

# INFORMATION ITEM – A

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**DATE:** April 20, 2022  
**RE:** Charter and Guide Boat Sign Concept  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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## OVERVIEW

- The Board of Commissioners stated they were interested in providing a sign for charter and guide companies that use this Port to advertise on.
- The Oregon Coast Visitors Association offered to pay for the design drawings (up to two revisions) and to share costs up to \$10,000 for the sign(s).
- SR Marketing & Design provided the first draft sign concepts for our review and comment.
- The Port will need to find possible locations to place the new sign(s) if approved. Google images of the Port are attached for mapping out possible locations.

## DOCUMENTS

- Commissioner provided pictures of other Ports charter signs, 2 pages
- Google image of POBH Basin 1 area, 1 page
- Google image of POBH Basin 2 and RV Park area, 1 page
- Concept design drawings provided by SR Marketing & Design through Oregon Coast Visitors Association, 3 pages



**STATE STREET BOAT CHARTERS**



<b>WATER TAXI</b>	<b>DINNER CRUISE BOAT</b>
Aquabus I & II 814-881-2502	Victorian Princess 814-459-9696
<b>PARTY BOAT FISHING CHARTERS</b>	
Edward John 814-881-7611	
<b>SIX PACK FISHING CHARTERS</b>	<b>SAILBOAT CHARTERS</b>
Seawall Charters 800-784-1232	Momentum 814-455-4077 BCMS
Minnie Charters 412-779-0613	Lake Effect 814-434-0600
Lucky Penny 412-980-9642	
Stump Jumper 814-392-9204	
Buckets Sport Fishing Charters	<b>DIVE CHARTERS</b>
724-321-6729	Lakeshore Towing 814-453-6387
Bomber Charters 724-801-0331	
M & M Fishing 412-715-5624	
Reel Obsession 412-612-7506	

# LANDSEND alamy MARINA CHARTER & FLEET

**YANKEE FREEDOM**  
*Phone 294-7009*

**YANKEE CAPTS**  
DEEP-SEA FISHING

AMERICA'S FINEST SPORTFISHING  
ON CHARTER BOAT  
**LUCKY STRIKE**  
*Phone 294-7988 - Capt. Paul Turner*

FISH THE AMERICAN CARIBBEAN  
ON CHARTER BOAT  
**LUCKY TOO**  
*Tel 294-7988 - 294-5395 - Capt. Joe Wood*

*Phone Charter - Sport Fishing - Island Cruises*  
**Relevance**  
*Star 16 - 294-6571*

**ASYLUM** EST. 1988  
RULPH WHISTLE

**TRILBY**  
CLASSIC MOTOR YACHT

**J** EST. 1988  
THE PERFORMANCE SAILING SCHOOL  
800-313-2255

**FLORIDA YACHT**  
CHARTERS & SALES Inc.  
PHONE 294-7988 - 294-5395

**DREAM CHASER CHARTERS**  
• 745-4449

## STARS & STRIPES



4/20/22



Image © 2022 Maxar Technologies

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284

**SIGN CONCEPT 3**

**PORT of BROOKINGS HARBOR**



**CHARTERS and GUIDES**

<b>DEEP SEA CHARTERS</b>		<b>RIVER GUIDES</b>	
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>	<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>	<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>	<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>	<b>DIVE BOAT CHARTER</b>	
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>	<b>CORAL SEA SCUBA</b>	<b>541-472-8111</b>
<b>6-PACK CHARTERS</b>		<b>KAYAK TOURS</b>	
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>	<b>SOUTH COAST TOURS</b>	<b>541-373-0487</b>
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>		

**COLOR PALETTE**



**TYPE FACE**

**GEORGIA - BOLD, UPPER CASE**

*Georgia - Italic, Lower Case*

**TW CEN MT CONDENSED - BOLD, UPPER CASE**

**SIGN CONCEPT 1**

**PORT of BROOKINGS HARBOR CHARTERS and GUIDES**

**DEEP SEA CHARTERS**

<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>

**RIVER GUIDES**

<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>

**DIVE BOAT CHARTER**

<b>CORAL SEA SCUBA</b>	<b>541-472-8111</b>
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**6-PACK CHARTERS**

<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>

**KAYAK TOURS**

<b>SOUTH COAST TOURS</b>	<b>541-373-0487</b>
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COLOR PALETTE



TYPE FACE

**TIMES NEW ROMAN - BOLD, UPPER CASE**

*Times New Roman - Italic, Lower Case*

**TW CEN MT CONDENSED - BOLD, UPPER CASE**

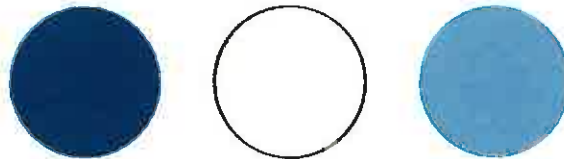
**SIGN CONCEPT 2**

**PORT of BROOKINGS HARBOR**

**CHARTERS and GUIDES**

<b>DEEP SEA CHARTERS</b>		<b>RIVER GUIDES</b>	
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>	<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>	<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>	<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>	<b>DIVE BOAT CHARTER</b>	
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>	<b>CORAL SEA SCUBA</b>	<b>541-472-8111</b>
<b>6-PACK CHARTERS</b>		<b>KAYAK TOURS</b>	
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>	<b>SOUTH COAST TOURS</b>	<b>541-373-0487</b>
<b>BROOKINGS FISHING CHARTER</b>	<b>541-813-1082</b>		

COLOR PALETTE



TYPE FACE

**GEORGIA - BOLD, UPPER CASE**

*Georgia - Italic, Lower Case*

**TW CEN MT CONDENSED - BOLD, UPPER CASE**

## INFORMATION ITEM – B

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**DATE:** April 20, 2022  
**RE:** RV Park Change Order  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Since the pre-construction meeting took place on February 9, 2022, the Port been asking for Change Orders from the contractor for the delays and understanding of the change of power supply.
- The Port and Crow/Clay Associates have requested from Coos Curry Electric a written explanation on the change of power supply at this late stage of our project. We were told verbally the change came from Coos Curry Electric upper management that would even out the power supply load to the RV Park. This upgrade would provide the ability for better service for future site improvements. The Port provides the conduit and Coos Curry Electric is providing the wiring.
- McLennan Excavation, Inc. provided a request for the extension of contract and change of construction start date. The contract has liquidated damages set at \$200 for each calendar day of delay until the work is substantially completed.
- McLennan Excavation, Inc. provided Change Order No. 1 for the installation of the conduit from the existing Kite Field transformer to the RV Park transformer. This also requires a permit to cross Boat Basin Road from Curry County Road Department.
- Port Legal Counsel has reviewed this situation and has provided their recommendations. Acceptance of the change order is ultimately a business call, but a legal fight over responsibility for the delay may cost more than the change order itself. If the Board agrees to proceed with the change order, then the Port should get updated insurance certificates from Crow/Clay and McLennan evidencing that insurance will remain in place. Also request an updated performance bond that shows a penal sum equal to the increased contract price. Not sure if Crow/Clay will be seeking any additional compensation for construction administration services under the proposed new schedule, but the Port will want to know that as well.

### DOCUMENTS

- March 7, 2022 Crow/Clay & Associates, Inc. Letter to Coos Curry Electric, 1 page
- March 7, 2022 Crow/Clay & Associates, Inc. Letter to Port of Brookings Harbor, 1 page
- April 4, 2022 McLennan Excavation, Inc. request for the extension of contract and change of work start date, 2 pages
- April 4, 2022 McLennan Excavation, Inc. Change Order No. 1, 1 page
- McLennan Excavation, Inc. Construction Schedule, 1 page
- Crow/Clay & Associates, Inc. Submittal Log, 1 page
- Curry County Road Department Permit, 4 pages





# CROW/CLAY & ASSOCIATES INC.

ARCHITECTURE AND PLANNING  
LAND USE AND INTERIORS

March 7, 2022

Mr. Walt Jurczenko  
Coos-Curry Electric Cooperative, Inc  
[walt.jurczenko@cooscurryelectric.com](mailto:walt.jurczenko@cooscurryelectric.com)

RE: Port of Brookings-Harbor - Beachfront RV Park

Dear Mr. Jurczenko,

We are concerned that the change to three phase power occurred after the sign off by Coos-Curry Electric of the plans that were already forwarded to the County and other agencies involved.

This late modification is impacting the project and its construction schedule.

Our engineer has indicated that this modification was discussed earlier in the planning process but was not approved by the utility at that time. This late change is affecting our services to the Port District, as well as construction cost.

Can you please prepare a letter to the Port to explain this modification and why this occurred.

Sincerely,

CROW/CLAY & ASSOCIATES INC.

Michael R. Crow  
Principal



# CROW/CLAY & ASSOCIATES INC.

ARCHITECTURE AND PLANNING  
LAND USE AND INTERIORS

March 7, 2022

Mr. Gary Dehlinger, Manager  
Port of Brookings Harbor  
[portmanager@portofbrookingsharbor.com](mailto:portmanager@portofbrookingsharbor.com)

RE: Delay in Work - Beachfront RV Park

Dear Mr. Dehlinger,

The delay in the arrival of materials to allow the work on the RV park to proceed is not unusual during this construction period. Most of our ongoing projects are experiencing delay in material arrivals, even though the materials may have been available when the projects were bid, due to COVID and shipping delays.

These delays are beyond the contractor's control even if they have already ordered materials. Material suppliers have quoted delivery times to contractors based on manufacturing and shipping schedules, both of which have been affected by the above-mentioned issues.

We have requested a revised schedule from McLennan and they are working on other ways to progress the work, such as, temporarily reusing the existing RV pedestals. This will involve some review of the existing pedestals, but it is possible.

I will keep you apprised of progress on this front.

Sincerely,

CROW/CLAY & ASSOCIATES INC.

Michael R. Crow  
Principal

MCLENNAN EXCAVATION, INC.  
CCB# 195758 CSLB#982104  
P.O. BOX 6837  
BROOKINGS, OR 97415

---

Date: April 4, 2022  
Attention: Mike Crow  
Project: Port of Brookings Harbor Beachfront RV Park

---

***REQUEST FOR EXTENSION OF CONTRACT AND CHANGE OF WORK START DATE***

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This project was bid on September 30, 2021. The bid was awarded to McLennan Excavation on October 22, 2021 and the contract agreement signed on October 28, 2021.

The submittals for the project and for the pipe and special equipment to be ordered were started on November 3, 2021 and were being sent back and forth between the contractor and Architect until February 8<sup>th</sup>, when final approval was received on those submittals.

At the pre-construction meeting held on February 9, 2022 it was determined that Coos Curry Electric decided it was best to upgrade the electrical to the area and that Coos Curry could not get the work done for us to start the project on February 21, 2022 as scheduled and the completion date set for May 1, 2022. It was further found out that week that the Power Pedestals would not be available until July even though they were ordered, as the lead time was so long from the one vendor that has the pedestals called out for in the plans. There are no other vendors or manufactures for the specific pedestal called out for in the plans.

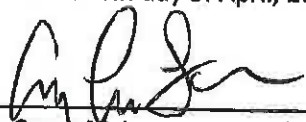
At the preconstruction meeting it was again told to McLennan that we were not allowed to do the work of the contract during the busy season for the RV Park as sites have to be shut down. All parties at the meeting agreed that the project start date would be delayed to October 1, 2022 with a completion date of December 7, 2022.

The materials for the project were ordered on February 7, 2022 and will be delivered to McLennan Excavation on April 7, 2022 for them to store until the project starts. We have a Connex on our shop site that all materials will be stored in until utilized. The price for the pedestals was locked in on the date of order and paid for in half by the pipe supplier to insure the order. There will be no price increase for the materials from the date of order on February 7, 2022 until they project starts on October 1, 2022, as the orders are already placed and coming. And pursuant to the Port request to us, we will submit a materials bill for materials on hand this month for consideration by the Architect and the Board.

Therefore, all parties hereby agree that the project start date is hereby moved to : OCTOBER 1, 2022  
Therefore, all parties hereby agree that the project completion date is hereby moved to December 7, 2022. An Updated construction schedule is attached for all parties reference.

There is no change on the contract price for this contract extension.

Submitted this 4th day of April, 2022.

BY:   
Casey McLennan, President  
McLennan Excavation Inc  
General Contractor

Accepted and Approved

This \_\_\_\_\_ day of April, 2022

BY: \_\_\_\_\_  
Printed Name: Michael Crow, Architect  
Entity: Crow/Clay & Associates, Inc.

Accepted and Approved

This \_\_\_\_\_ day of April, 2022

BY: \_\_\_\_\_  
Printed Name: Gary Dehlinger, Port Manager  
Entity: Port of Brookings Harbor - Oregon

**MCLENNAN EXCAVATION, INC.**  
 CCB# 195758 CSLB#982104  
 P.O. BOX 6637  
 BROOKINGS, OR 97415

Date: 4-4-2022  
 Attention: Mike Crow  
 Project: Port of Brookings Harbor Beachfront RV Park

**REVISED CHANGE ORDER 1**  
**Proposal & request for change order for additional work performed outside of contract:**


Installation of electrical conduit from transformer located in The Kite Field to the Junction Box located by the Beachfront RV Park bathrooms, crossing Boat Basin Road. Approximately 252 lineal feet. Utilizing Type III backfill inside Beachfront RV, Type IV backfill for Boat Basin Road, and native backfill when possible. Port will take care of removing and replacing the fence.

Mobilization/Demobilization	3 Each	\$750.00	each	\$ 750.00
Labor 1	80 hours	\$ 57.28	pr hr	\$ 4,582.40
Operator 4	40 hours	\$ 72.74	pr hr	\$ 2,909.60
Flaggers	10 hours	\$ 52.39	pr hr	\$ 523.90
3 - 2 1/2" Electrical Condit	252 LF	\$ 53.08	pr LF	\$13,376.16
Trench Patch	1 lump sum	\$2,190.00	LS	\$ 2,190.00
Additional conduit provided by Coos Curry Electric	252 LF	\$ 0.00	pr LF	\$ 0.00

<b>Subtotal</b>	<b>\$ 24,332.06</b>
<b>Labor Burden on \$ 8,015.90 @21.84%</b>	<b>\$ 1,750.67</b>
<b>Plus 12% Overhead &amp; Profit on Work \$24,332.06</b>	<b>\$ 2,889.83</b>

**Total Estimated Increase for McLennan Excavation Contract \$ 28,972.56**

Submitted this 4th day of April, 2022

BY:   
 Casey McLennan, President  
 McLennan Excavation Inc

Accepted and Approved

Accepted and Approved

This \_\_\_\_\_ day of \_\_\_\_\_, 2022

This \_\_\_\_\_ day of \_\_\_\_\_, 2022

BY: \_\_\_\_\_  
 Printed Name: Michael Crow, Architect  
 Entity: Crow/Clay & Associates, Inc

BY: \_\_\_\_\_  
 Printed Name: Gary Dehlinger, Port Manager  
 Port of Brookings Harbor





# CROW/CLAY & ASSOCIATES INC.

ARCHITECTURE AND PLANNING  
LAND USE AND INTERIORS

April 5, 2022

## Port of Brookings-Harbor Beachfront RV Park Submittal Log

SUBMITTAL	DATE SUBMITTED	DATE RETURNED
Required Post Bid Info.	10/29/2021	11/3/2021
Pipe Materials	11/3/2021	11/3/2021
Pipe Materials Revised & returned to us	2/2/2022	2/4/2022
Construction Schedule	11/3/2021	11/3/2021
Clean-out cover	2/2/2022	2/4/2022
Pipe Material Add'l Details	2/2/2022	2/4/2022
Water Piping and Spring- Operated Sewer Caps	2/2/2022	2/4/2022
Electrical	2/15/2022	2/16/2022



APPLICATION FOR FACILITY PERMIT
(Subject to Conditions; Revocable)

CURRY COUNTY ROAD DEPARTMENT
28425 Hunter Creek Road
Gold Beach, OR 97444

PERMIT NO. \_\_\_\_\_

DATE: 3-30-2022

TAX MAP 4113-08A-01400-00

TAX LOT 1400

PERMIT TYPE AND FEE COLLECTED:

Driveway/Road Approach \$130
[X] Road Encroachment \$250
Road Improvement
Major
[X] Minor
Special \$50
[X] Utility

I, POAT OF BROOKINGS HARBOR hereby make application for a facility permit upon the right-of-way of
(Applicant's Name)

BOAT BASIN ROAD
(Road Name-County Road Number)

Milepost (s) SEE ATTACHED in strict conformity to the

exhibits attached hereto, subject to all terms, conditions, agreement stipulations, and provisions contained in the application and permit, and the rules and regulations regarding roads and rights-of-way, as set forth by the Curry County Code Article Three, and any other applicable regulations, law or ordinance.

DESCRIPTION OF FACILITY: INSTALLING NEW ELECTRICAL CONDUIT TO UPGRADE COCS-CURRY
ELECTRIC POWER FEED TO BEACHFRONT RV PARK FROM THE KITE FIELDS BY
TRINCHING + BACKFILL.

GARY DEHLINGER, [Signature]

Signature

P.O. Box 848

Mailing Address

541-254-4162

Phone Number

BROOKINGS

City

OR

State

97415

Zip

POITMANAGER@POATOFBROOKINGSHARBOR.COM

Email Address

FACILITY PERMIT

SPECIAL PROVISIONS: The terms and specifications which apply to this permit are as shown on the attachment herewith and the permit conditions listed on the reverse side of this application. Noncompliance with these terms, specifications and conditions will result in revocation of this permit.

ATTACHMENTS FOR:

Driveway/Road Approach
Road Encroachment
Road Improvement
Special
Utility

ADDITIONAL REQUIREMENTS:

This permit shall be void unless the work herein contemplated shall have been completed before \_\_\_\_\_, 20\_\_\_\_.

APPROVED:

INSPECTED:

Approved \_\_\_\_\_ Date \_\_\_\_\_ Approved \_\_\_\_\_

Issue Date

Denied \_\_\_\_\_ By \_\_\_\_\_ Denied \_\_\_\_\_

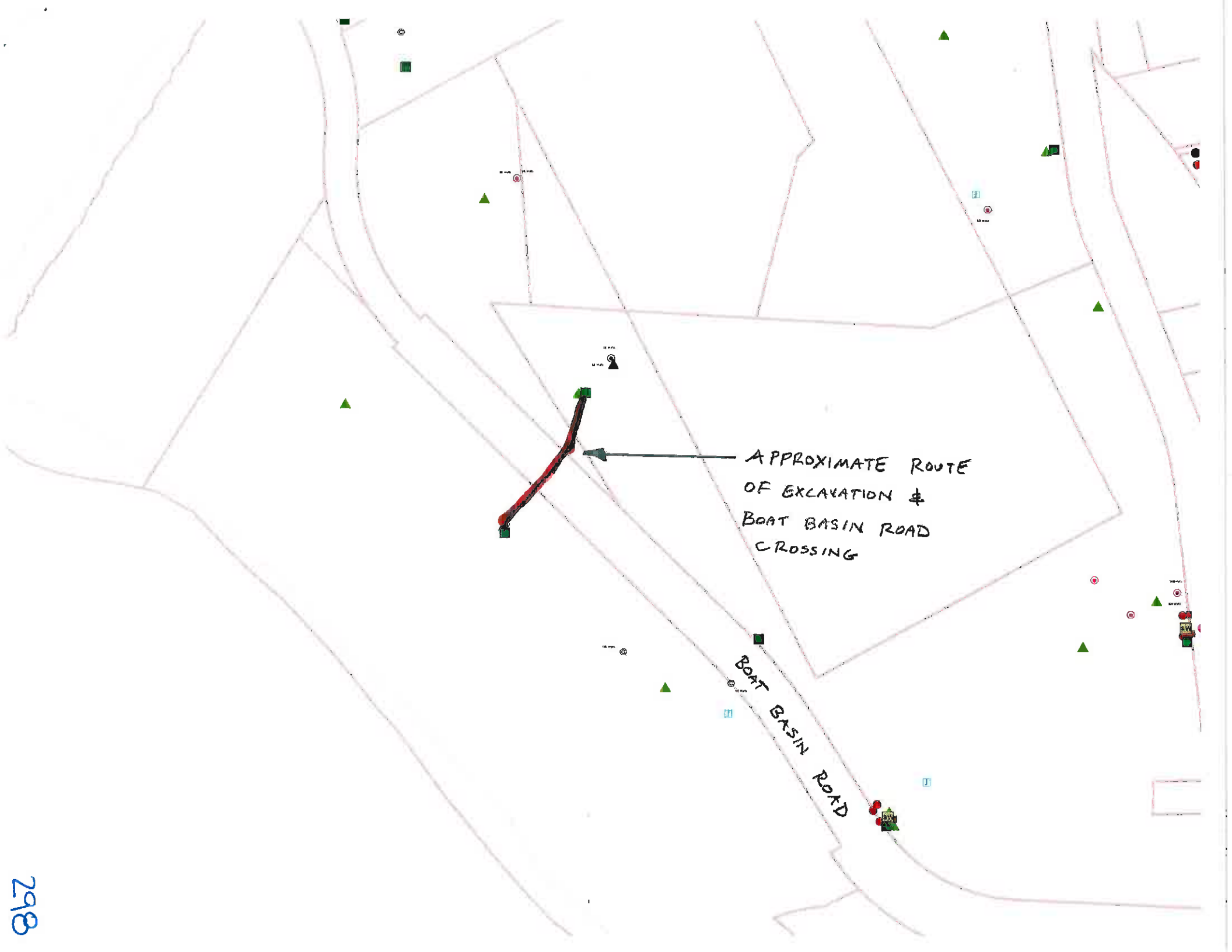
Richard N. Christensen, Roadmaster



**RETURN** completed Permit Application to:

**Curry County Road Department, 28425 Hunter Creek Road, Gold Beach, OR 97444**

- A. This permit covers public right-of-way and/or County property only.
- B. It is the responsibility of the permit holder to re-establish any survey monument, moved, destroyed, etc. while working within County right-of-way. Re-establishment of survey monuments must be done by an approved registered surveyor and all costs will be borne by the permit holder.
- C. Notification to the Curry County Road Department is required 24 hours before beginning work under this permit - (541) 247-7097. Prior approval for modifications to permit specifications is required.
- D. Failure of the permit holder to ensure strict conformance with all permit conditions shall be considered good and sufficient cause for revocation of the permit allowing work within the County road rights-of-way. Permits may be terminated or suspended when the permit holder is found to have obtained a permit through misrepresentation of the facts or when, in the judgment of the Roadmaster, terms of the permit are being violated or public safety is threatened. Permits shall remain in effect until a change in land use occurs. The permit holder shall be responsible for the cost of design, installation or construction of additional roadway improvements and traffic control devices at any time in the future when the traffic generated by the use for which the access permit is authorized necessitate such installation in the interest of the public safety.
- E. **HOLD HARMLESS CLAUSE** - The permit holder agrees that their performance under this permit is at their own sole risk and that they shall indemnify Curry County, its agents and employees and hold them harmless from any and all liability for damages, costs, losses and expenses resulting from, arising out of, or in any way connected with this permit, or from the permit holder's failure to perform fully hereunder, and the permit holder further agrees to defend Curry County, its agents, and employees, against all suits, actions or proceedings brought by any third party against them for which the permit holder would be liable hereunder.
- F. The permit holder guarantees all restoration work for a period of one year from the date of completing the installation, except non-cement/sand slurry backfills under pavements shall be warranted for two years from the date of completing the installation.
- G. Any sight posts, sign posts, or mailboxes that are removed will be replaced immediately in like condition in the same location and the area around them will be restored to a like or better condition.
- H. As provided in O.R.S. 758.010 the Road Department, acting on behalf of the County Board of Commissioners, may designate where utilities may be located within a County road right-of-way and may order the location of such facility changed if deemed expedient.



APPROXIMATE ROUTE  
OF EXCAVATION &  
BOAT BASIN ROAD  
CROSSING

BOAT BASIN ROAD



# INFORMATION ITEM – C

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**DATE:** April 20, 2022  
**RE:** USACE Maintenance Dredging – FY23 Budget Request  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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## OVERVIEW

- U.S. Army Corps of Engineers maintenance dredging budget request includes the Chetco River. This process occurs every year with the President's proposed budget. Normally, the final funding comes close to the proposed amount for Chetco River every year.
- USACE Yaquina is scheduled to be here in June for this year's dredging.
- The Yaquina helps to maintain the entrance bars, rivers and harbors on the coasts of Oregon, California and Washington.

## DOCUMENTS

- Oregon Ports USACE Maintenance Dredging – FY23 Budget Request, 1 page

# Oregon Ports

## USACE MAINTENANCE DREDGING – FY23 BUDGET REQUEST

USACE O&M Account	President's Proposed Budget
Chetco River (Brookings)	\$1,048,000
Columbia River Lower	\$79,226,000
Columbia River at the Mouth	\$20,687,000
Columbia River Between Vancouver and The Dalles	\$1,129,000
Coos Bay	\$8,048,000
Coquille River (Bandon)	\$574,000
Depoe Bay	\$101,000
Port Orford	\$393,000
Rogue River (Gold Beach)	\$1,531,000
Siuslaw River	\$1,059,000
Skipanon Channel	\$9,000
Tillamook Bay and Bar (Garibaldi)	\$59,000
Umpqua River (Reedsport/Salmon Harbor)	\$1,278,000
Yaquina Bay and Harbor (Newport)	\$4,529,000
Yaquina River (Depot Slough/Toledo)	\$47,000
<b>O&amp;M Total</b>	<b>\$119,718,000</b>

## FBB FEDERAL RELATIONS

LINDSAY HART, LLP

Peter@FederalRelations.com • Kathy@FederalRelations.com • Ray@FederalRelations.com • Spencer@FederalRelations.com

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# INFORMATION ITEM – D

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**DATE:** April 20, 2022  
**RE:** Fish Cleaning Building Repairs  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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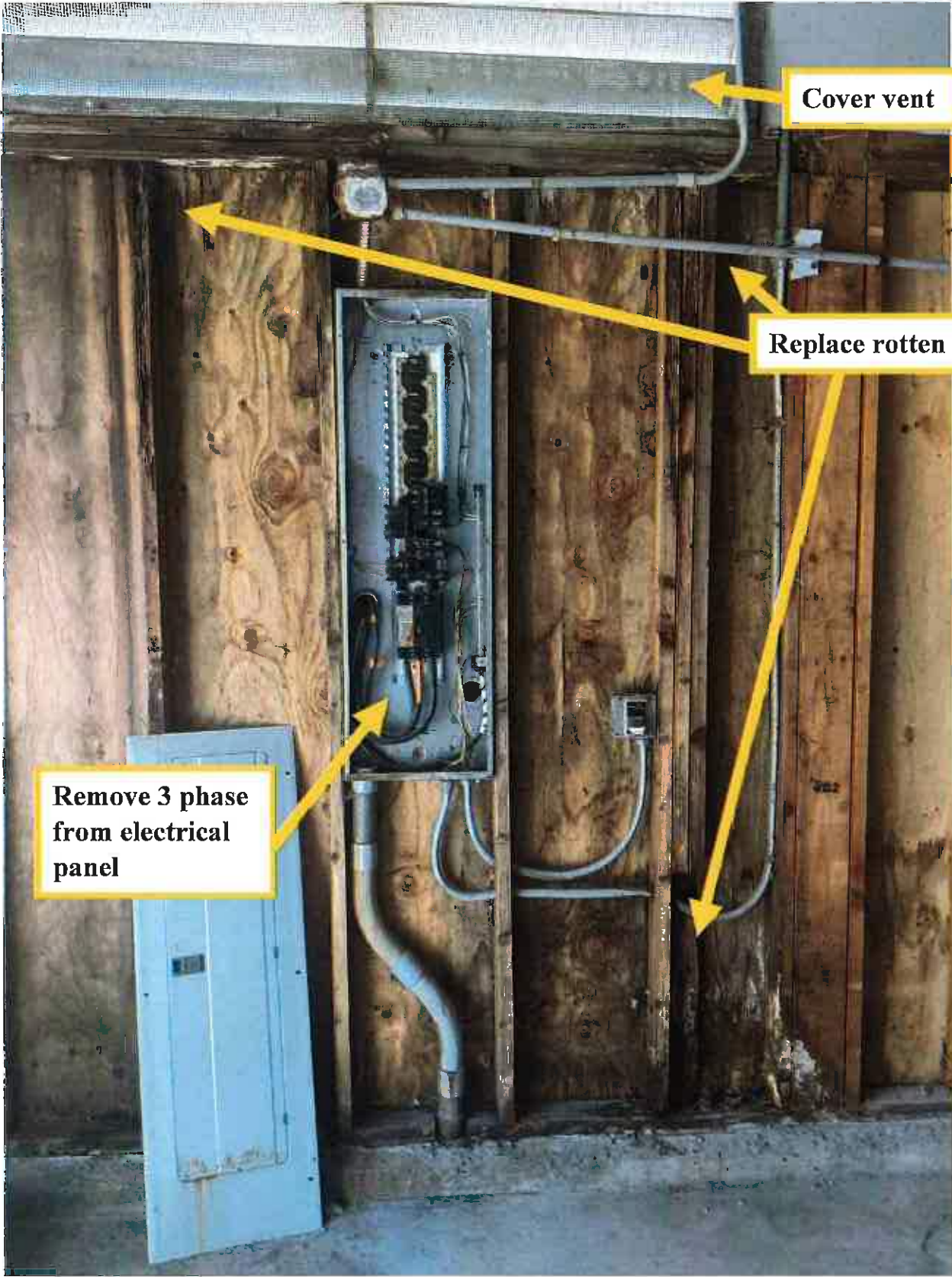
## OVERVIEW

- March 16, 2022, Regular Commissioner Meeting the Board of Commissioners approved renovations to the fish cleaning station for guide and charter vessels only.
- Port staff cleaned out the room next to the recreational fish cleaning station and found some repairs that need to be completed.
  - Install chain-link fence to the front of the building.
  - Cover up vent on the side of the building to eliminate rain from entering the building.
  - Fix electrical.
  - Replace rotten wood boards.
  - Add chain-link fence to the back of the building to allow airflow.
  - Relocate water meter to the inside of the building and backfill the water meter vault.
  - Install fish cleaning fillet tables.
  - Install sign to the building
  - Install keypad door handle.

## DOCUMENTS

- Proposed Renovations, 6 pages

# INSIDE CHARTER & GUIDE FISH CLEANING STATION



Remove 3 phase  
from electrical  
panel

Cover vent

Replace rotten

# INSIDE CHARTER & GUIDE FISH CLEANING STATION

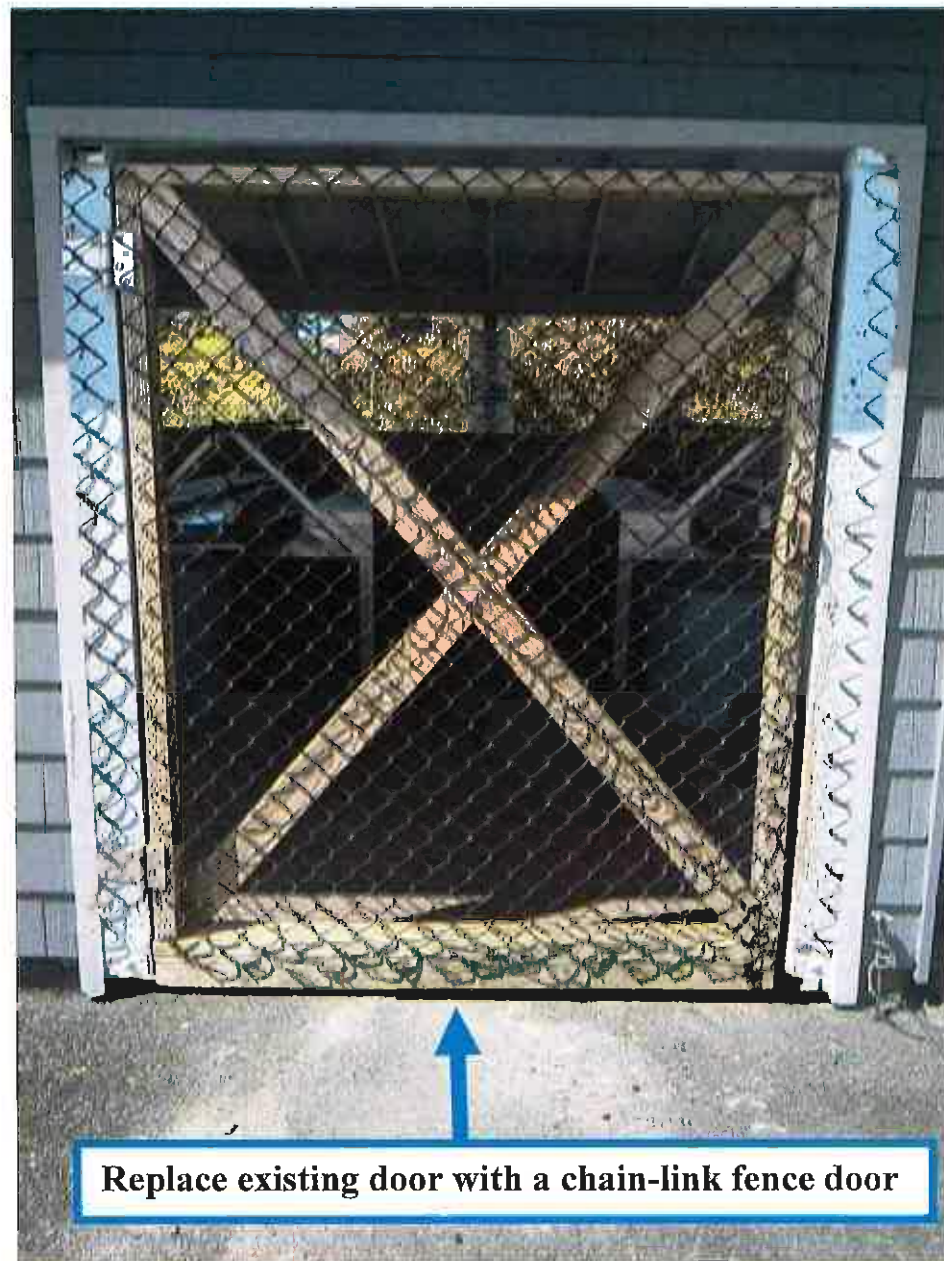




**BEFORE**



**AFTER**

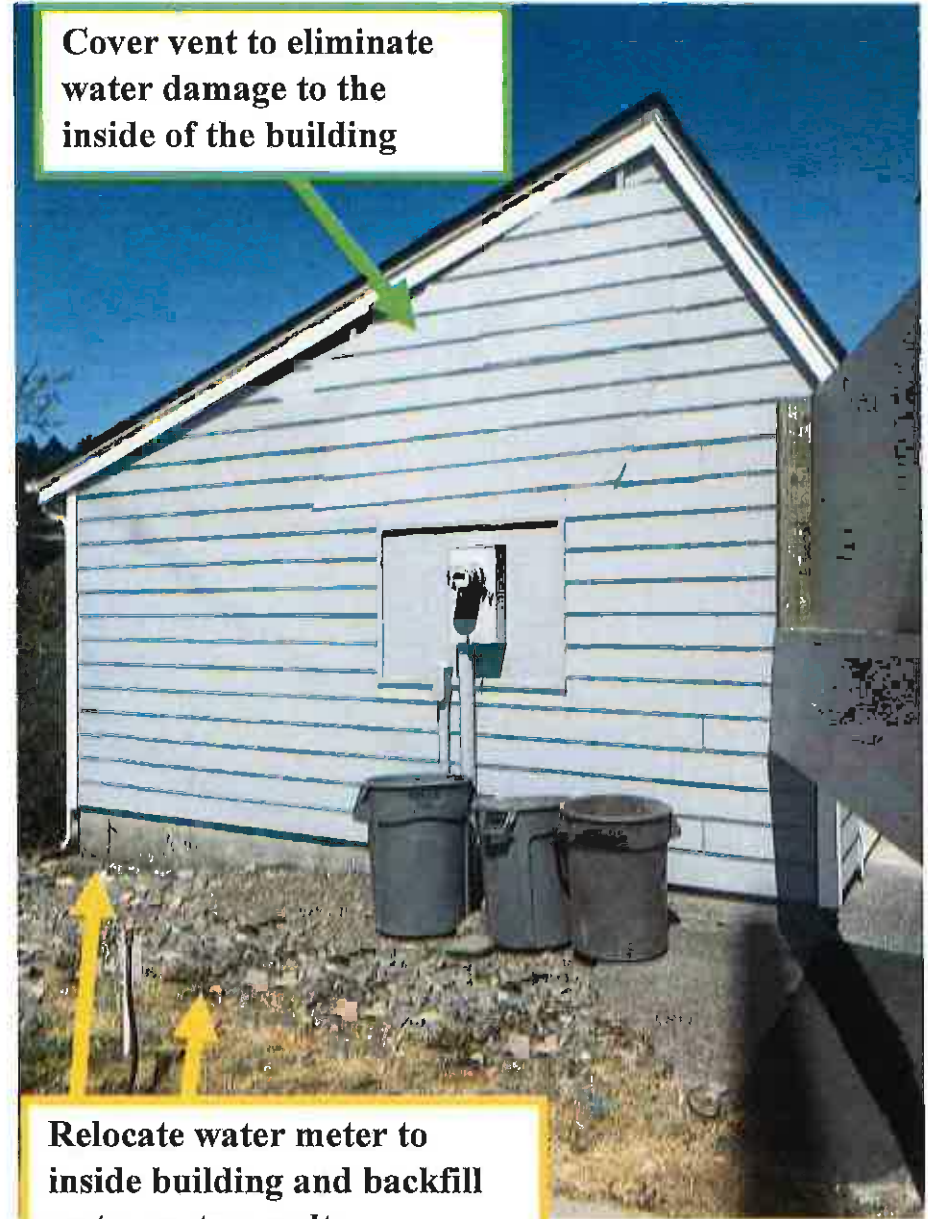


**Replace existing door with a chain-link fence door**

# BEFORE



# AFTER



Cover vent to eliminate water damage to the inside of the building

Relocate water meter to inside building and backfill water meter vault

# BEFORE



# AFTER



Extend chain-link on back side of building to allow airflow through the fish cleaning area

# BEFORE



# AFTER



Water meter

Place chain-link on the back wall to allow air flow.

Reroute existing water meter to inside the building.

## INFORMATION ITEM – E

---

**DATE:** April 20, 2022  
**RE:** Commissioner and Staff Relations  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Board discussion on single point of contact.

### DOCUMENTS

- Bylaws for the Port of Brookings Harbor Board of Commissioners, 21 pages



## **BYLAWS FOR THE PORT OF BROOKINGS HARBOR BOARD OF COMMISSIONERS**

Adopted August 18, 2020  
Resolution No. 544

16330 Lower Harbor Road, Brookings, OR 97415

**BYLAWS FOR THE PORT OF BROOKINGS HARBOR  
BOARD OF COMMISSIONERS**

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## PART I. GOVERNANCE BY POLICIES

### Section 1. Name

This document and future amendments to this document will collectively be referred to as “Bylaws for the Port of Brookings Harbor Board of Commissioners” or simply as “Bylaws”.

### Section 2. Purpose

The primary duty and function of the Port of Brookings Harbor Board of Commissioners is to establish policies for the governance of the Port. The Commission has delegated to the Port Manager the responsibility for the day-to-day administration of the Port, in a manner consistent with the policies and interpretations of the Commission.

### Section 3. Responsibility

Policies must comply with all applicable federal, state and local laws and regulations. The Principal Act for Port Districts is found in Oregon Revised Statutes (ORS) Chapter 777. If any policy, rule or portion thereof is found to conflict with any local, state, or federal law or regulation, such policy or rule as determined by the Port Manager will be deemed void until further Commission action. It will be the responsibility of all Port personnel to bring any such conflict to the Manager’s attention immediately upon discovery for consideration by the Commission.

### Section 4. Compliance

All Port personnel must comply with the policies adopted by the Commission. Any failure to comply will constitute grounds for disciplinary action or termination pursuant to the Port’s Personnel Rules.

## PART II. BOARD OF COMMISSIONERS

### Section 5. Membership

#### A. Positions and Terms

1. The Port Commission consists of five members serving four-year staggered terms.
2. Each Commissioner is identified by a position number. Position numbers will be transferred to the successors of each Commission position. Positions 1, 4 and 5 run concurrently. Positions 2 and 3 run concurrently.
3. All Commissioners serve at large.

#### B. Election of Commissioners

The election of Commissioners will be conducted as provided by ORS Chapters 777 Port Generally and 255 Special District Elections.

#### C. Qualifications

Only registered electors of the Port District are qualified to serve as Port Commissioners. Port employees are not eligible to serve as members of the Port Commission. (ORS 198.115).

#### D. Oath of Office

Each newly elected or appointed Commissioner must take an oath of office prior to or at the first Commission meeting and assuming the duties of the position. The Justice of the Peace, County Clerk or Oregon Public Notary, must give the following oath of office:

*“Please raise your right hand. Do you solemnly swear that you will honestly and faithfully discharge the duties of the Office to which you have been elected/appointed,*

*and that you will support the Laws and Constitution of the State, and of the United States of America to the best of your ability?"*

**E. Term of Office – Starting Date**

Except where the Commission is filling a vacancy on the Commission, terms of office will start on July 1st following the Port of Brookings Harbor’s regular election.

**F. Vacancies**

**1. Occurrence.**

The Commission may formally declare a position vacant before the expiration of the term for any of the reasons set forth in ORS 236.010 or if a Commissioner is absent from four or more consecutive regular meetings of the board. (ORS 777.135).

**2. Filling.**

The Commission must fill the vacant Commission positions in accordance with ORS 198.320. (ORS 777.135).

**3. Term.**

The appointed individual will fill the vacancy until the next available regular district election at which time the voters will fill the position. (ORS 198.320(2))

**Section 6. Powers and Duties**

**A. Meeting the Needs of the Port**

It is the policy of the Commission to exercise those powers granted to it, and to carry out those duties assigned to it by law, in such a way as to best meet the needs of the Port District.

**B. Commissioner Education/Training**

New Commissioners will receive training sanctioned by the Special Districts Association of Oregon (SDAO), Oregon Public Ports Association (OPPA), Oregon Government Ethics Commission (OGEC) and/or other similar organization within one year of taking office. It is strongly encouraged that Commissioners attend continuing training in subsequent years. The budget will include funds for Commissioner training. Commissioner education or training will be included in the Annual Report to the Commission. (ORS 777.140(2)).

**C. Represent Constituents**

It is the duty of each Commissioner to represent the constituents of the Port District and to inform the public concerning the progress and needs of the Port District and solicit and consider public opinion as it affects the programs and services provided by the port. Contact with the media is to be limited to re-stating the Commission’s position and not individual opinions. Official statements from the Commission are to be directed through the President with coordination with the Port Manager.

**D. Formulation and Interpretation of Port Policy**

The Commission has a duty to establish and interpret policy, reserving to itself all authority and responsibility not expressly delegated to the Port Manager.

**E. Select Officers/Personnel Rules**

The Commission will select board officers and create personnel rules.

**F. Form Committees**

The Commission has the authority to form committees. Committees formed by the Commission are required to conform to public meeting and records laws. Committees are to

report to the Commission on a monthly basis. Other than those required by state budget law, committees will be formed by resolution. Committees may determine their own rules of order based upon need and committee characteristics. The resolution should state the following criteria:

1. Membership and quorum requirements;
2. Staff person assignment (if any);
3. Length of membership terms;
4. Ad hoc, statutory or permanent;
5. Purpose and authority;
6. Budget (if any) for carrying out the purpose; and
7. Acknowledgement of budgetary impacts to the port (if any) generated by a recommendation from the committee.

**G. Provide Safe Work Environment**

The harassment policies that apply to Port personnel also apply to elected officials. Commissioners are responsible for ensuring that the workplace of the Port of Brookings Harbor is free from harassment at all times.

**H. Strategic Business Planning**

The Commission has a duty to update its strategic business plan no later than every ten years or as required by IGA and use this plan as its guiding document in the development and direction of the Port's mission, vision and goals. The Commission should annually review components and goals stated within the SBP. (OAR 123-025-0005, et seq.).

**I. Fiduciary Responsibilities**

The Commission has final responsibility over the Port's finances including the adoption of the budget (ORS 294), approval of financial reports, payment of bills and the annual audit. The Commission will adopt a resolution for processing the payment of bills and the development of other financial policies.

**J. Membership Liaisons**

The Commission will annually review organizational memberships and assign liaisons to represent the Port's interests to and participation in those organizations.

**K. Appointment/Removal of Port Manager**

1. The Commission confers chief executive authority to the Port Manager. Specific duties of the office will be created and amended by resolution. A resolution naming the Port Manager as the Port's registered agent will be forwarded to the Secretary of State and County Clerk. (ORS 198.340)
2. The Commission is solely responsible for the appointment and removal of the Manager. The Manager is responsible to the Port Commission.
3. A majority of the full Commission may appoint and may remove the Manager.
4. When the Manager is temporarily unable to act as Manager or when the office of Manager becomes vacant, the Commission may appoint a Manager pro tem. The Manager pro tem has the authority and duties of Manager, except that a pro tem Manager may appoint or remove employees only with Commission approval.
5. No Commissioner may directly or indirectly attempt to coerce the Manager or a candidate for the office of Manager in the supervision, appointment or removal of any employee, or in administrative decisions regarding the implementation of port policies.

6. The Commission will review the Port Manager's work performance annually as set forth in the contract or Port's personnel policy.

**L. Approve all Contract, Agreements**

The Commission will approve all contracts and agreements including those which provide personal services such as legal, auditing, real estate or financial. Typically, the Port Manager will be authorized to sign on behalf of the Port, or the President in the absence of the Port Manager. The Commission will review the adequacy and job performance of the Port's legal counsel, auditor, insurance agent, and other contractors of record no less than every five years.

**M. Access to Attorney; other consultants**

The President and/or Manager may request any legal, financial or insurance advice that may be needed in dealing with matters pertaining to the welfare of the Port. Individual Commissioners should direct requests for information from contracted service providers through the President and/or Manager to avoid incurring personal charges for unapproved contact. A quorum of the Commission may request information from Port consultants during any public meeting.

**N. Direct Use and Disposal of Real Estate and Property**

The Port has real estate holdings that are important strategic assets for the Port and the region. Therefore, the Port engages in acquisition, disposition and leasing of real property on a regular basis. The Commission will adopt procedures for management of public property by resolution.

**Section 7. Commissioner Orientation**

**A. Cooperation with Commission Candidates**

The Commission, through its Manager, will cooperate impartially with candidates for the Commission and provide them with information about policies, administrative regulations and other aspects of the operation of the Port.

**B. Orienting New Commissioners**

The Commission and its Manager will assist each new member-elect and appointee to understand the Commission's functions, policies, and procedures before he/she takes office. The following methods will be employed:

1. New Commissioners will be invited to attend and participate as a member of the audience in public Commission meetings prior to being sworn in.
2. New Commissioners will be invited to meet with the Manager to discuss services provided by the Port.
3. The Manager will provide material pertinent to Port meetings and respond to questions regarding such material upon request.
4. The Manager will provide each new Commissioner with access to:
  - a. A current copy of the Port's Policy and Procedure Manual, including all active ordinances and resolutions.
  - b. A copy of the Port's most recent Strategic Business Plan including Mission, Vision and Goals.
  - c. A copy of the Attorney General's "Public Records and Meetings Manual."
  - d. A list of all Port personnel by position and the Port Manager's employment contract.

- e. Copies of the minutes of all Commission meetings, except for executive sessions, for the preceding twelve (12) months.
- f. Copies of the Port's current and previous fiscal year budgets and financial audits.
- g. Copies of the Port's insurance policies upon request.
- h. Copies of all such documents as the Port's attorney may recommend with respect to any pending claims or lawsuits upon request.
- i. Such other materials as the Commission may direct or the Manager deems appropriate.

**Section 8. Reimbursements of Expenses**

**A. Commissioner Compensation, Travel Advancement and/or Reimbursement**

Commissioners will be advanced or reimbursed for their actual and reasonable travel and other expenses incurred in the performance of official Port duties, as funds are available through the budget process following the same procedures as identified in the Port's Personnel Policy.

**B. Advancement/Reimbursement Documentation**

Commissioners incurring reimbursable expenses or requesting advancement must submit proper documentation of such expenses on a signed form to the Manager for reimbursement or advancement by the Port. Payment will be made following normal bill paying procedures.

**Section 9. Commissioners' Actions Authorized by Official Commission Action Only**

No individual Commissioner may speak for or act on behalf of the Commission or Port, except as authorized to do so by official Commission action as recorded in the official minutes or policies of the Port.

**Section 10. Bonding and Insurance**

The Port Commission will purchase a bond or other surety that addresses the fiduciary responsibility set forth in ORS 198.220 and the Port will pay the premium.

**Section 11. Political Activities**

The Port Commission may publicly discuss and advocate for a political position and may perform campaign activity at any time. The Commission is, however, prohibited from using any public employee's work time or other public resources to do so. Public funds may be used to inform the public regarding measures, provided the materials are informational only and do not advocate a position. (ORS 260.432).

**Section 12. Public Contracting**

All purchases of goods and services, and all construction projects of the Port, are subject to Oregon's public contracting laws. (ORS 279A, 279B, 279C). Contracts are subject to competitive bidding requirements, which are established by statute, administrative rule and by local resolution adopted by the Board of Commissioners acting as the Port's local contract review board.

**Section 13. Public Records**

The Port Commission must adopt a Public Records resolution in accordance with ORS 192.324.

**PART III. DUTIES OF COMMISSION OFFICERS**

**Section 14. Duties of the President**

- A. The President of the Commission will preside at meetings of the Board of Commissioners.
- B. The President will consult with the Clerk of the Commission regarding the preparation of each Commission meeting agenda.
- C. The President will have the same right as other members of the Commission to discuss and to vote on questions before the Commission.
- D. The President may call Special Meetings of the Commission as described here forth.
- E. The President will serve as Commission's media contact.
- F. The President will sign official Port documents on behalf of the Commission when authorized to do so by a majority of the Commission.
- G. The President will submit an annual report to the Commission. (ORS 777.140(2)).

**Section 15. Duties of the Vice President**

- A. The Vice President of the Commission will, in the President's absence, or during any disability of the President, have the powers and duties of the President of the Commission as prescribed in this Part.
- B. The Vice President will submit an annual report to the Commission. (ORS 777.140(2)).
- C. The Vice President will have such other powers and duties as a majority of the Commission may from time to time determine.

**Section 16. Duties of the Secretary/Treasurer**

- A. The Secretary/Treasurer will attest the signature of the President on all officially approved documents.
- B. The Secretary/Treasurer will ensure that minutes, documents and records created through public meetings are properly recorded and codified. These responsibilities have largely been delegated to staff.
- C. The Secretary/Treasurer will ensure that the Commission maintains accounting and financial statements. These responsibilities have largely been delegated to staff.
- D. The Secretary/Treasurer shall meet annually with the Port's auditor.
- E. The Secretary/Treasurer shall submit an annual report to the Commission. (ORS 777.140(2)).

**Section 17. Duties of Commissioners Generally**

- A. All Commissioners are eligible to sign checks upon approval. Public officials, however, are prohibited from signing checks paid to themselves, their relatives or businesses with which the official or their relatives are associated.
- B. All Commissioners will have such other powers and duties as a majority of the Commission may from time to time determine.

**Section 18. Duties of the Clerk of the Commission**

- A. The Clerk of the Commission will respond directly to routine correspondence.
- B. The Clerk will handle correspondence of special interest to the Commission as follows:
  - 1. Draft replies in advance, when possible, for Commission consideration.
  - 2. Seek instruction for reply when necessary.
  - 3. Prepare such correspondence as the Commission directs.
- C. The Clerk will prepare for Commission Meetings as follows:
  - 1. Prepare the agenda with the advice of the President.
  - 2. Maintain a calendar for the Commission's unfinished business.

3. Call to the Commission's attention legal requirements and those matters for which the Port is responsible.
  4. Draft policy motions at the request of the majority of the Commission.
  5. Prepare Commission meeting packets containing all available pertinent information.
- D. The Clerk will have the following Commission meeting duties:
1. Attend all Commission meetings or designate an alternate.
  2. Make physical arrangements for Commission meetings.
  3. Provide notice of Commission meetings in accordance with Public Meeting Laws.
  4. Record minutes of all official meetings or designate an alternate.
  5. Maintain and update the Port's Policy Manuals under the direction of the Commission.

**Section 19. Election of Officers**

At the first regular meeting of July, the Commission will elect a President, Vice President and Secretary-Treasurer. Unless otherwise determined by the Port Commission, the Clerk of the Commission shall be the Port Manager.

- A. The order of nominations will be President, Vice President and Secretary/Treasurer.
- B. Process:
1. Four of five Commissioners must be in attendance before an officer may be elected.
  2. A Commissioner may be elected as an officer upon receiving a nomination, a second and a vote of the majority in attendance. A Commissioner may not nominate or second their own nomination, but may vote on the nomination.
  3. If the nominated Commissioner does not receive a majority, the sitting Commission President will continue asking for nominations until the office is filled. If an office is unable to be filled, the sitting office holder will remain in the position (the office may become vacant if the most recent office holder is not available) until the next scheduled meeting. The business item will then be placed on the next agenda.
  4. In case of emergency, other processes may be used to appoint officers.
- C. The one-year term of office is from July 1 until June 30 of the following year.

**PART IV. ETHICS AND CONFLICTS OF INTEREST**

**Section 20. Public Officials**

Elected officials are public officials for purposes of Oregon's Ethics Laws. (ORS 244.020(15)).

**Section 21. Prohibitions Regardless of Disclosure**

Under the Oregon Code of Ethics (ORS 244.040), the following are prohibited regardless of disclosure:

- A. Use of or an attempt to use official position or office to obtain financial gain or to avoid financial detriment for the public official, a relative or member of the household of the public official, or any business with which the public official or relative or member of the household of the public official is associated, if the financial gain or avoidance of financial detriment would not otherwise be available but for the public official's holding of the official position or office.
- B. Use of confidential information to attempt to further or further the personal gain of the public official, a relative or household member of the public official, or any business with which the public official, a relative or household member is associated;

- C. Solicit or receive, either directly or indirectly, a pledge or promise of future employment based on any understanding that the vote, official action, or judgment of the public official would be influenced by the pledge or promise;
- D. Receipt of gifts over \$50 in a calendar year received by a public official, relative or member of their household from anyone who has a legislative or administrative interest in the business of the district (ORS 244.025);
- E. A public official may not participate in any interview, discussion or debate regarding the appointment, employment, promotion, discharge, firing, or demotion of a relative as defined by ORS 244.020(16); or
- F. A person may not, for two years after they cease to hold a public official position, have a direct beneficial interest in a public contract that was authorized by:
  1. The person acting in the capacity of a public official; or
  2. The person participating as a member of the commission authorizing authorized the contract. (ORS 244.047).

**Section 22. Nepotism**

Commissioners cannot participate in any personnel action taken by the Port that would impact the employment of a relative or member of the Commissioner’s household. (ORS 244.177). The Commission is prohibited from hiring an applicant for the position of Port Manager if a member of the Commission is related to the applicant. The Commission should avoid appointing a Commissioner to fill a vacancy who is related to the Port Manager.

**Section 23. Financial Disclosure**

Commissioners are required to file Statements of Economic Interest (SEI) annually (ORS 244.050(s)).

**Section 24. Conflicts of Interest**

There are two types of Conflicts of Interest: potential and actual. There are also exceptions to these rules.

**A. Potential Conflict of Interest**

A potential conflict of interest is any official action of a public official that *could* result in private pecuniary benefit (money or something of economic value) or avoidance of detriment (relief from financial obligation or loss) to the person or the person’s relative or any business with which the person or the person’s relative is associated. When a Commissioner becomes aware that he or she has the opportunity to participate in an action either individually or as part of the Commission that has the potential to result in a personal pecuniary benefit to himself or one of his relatives or a business with which he or one of his relatives is associated, then the Commissioner must publicly disclose the nature of the conflict of interest. After publicly announcing the potential conflict of interest at the meeting where the matter giving rise to the conflict is being discussed or acted upon, the Commissioner may participate in the discussion and vote on that matter. The disclosure must be recorded in the meeting minutes. A Commissioner must announce a conflict of interest on each occasion when the matter giving rise to the conflict of interest is discussed or debated.

**B. Actual Conflict of Interest**

An actual conflict of interest is any official action of a public official that *will* result in private pecuniary benefit or avoidance of a cost for the person or the person’s relative or any business with which the person or the person’s relative is associated. As with potential conflicts of interests, the Commissioner must publicly disclose the nature of the conflict of interest at the



meeting where the matter giving rise to the conflict is being discussed or acted upon. The disclosure must be recorded in the meeting minutes. When facing an actual conflict of interest, the Commissioner must refrain from participating in any official action on the matter, including any discussion or vote. However, a Commissioner may participate in official actions when allowed by ORS 244.120(2)(b)(B). A Commissioner must announce an actual conflict of interest on each occasion when the matter giving rise to the conflict of interest is discussed or debated.

**C. Exceptions to Conflicts of Interest**

The conflict of interest requirements do not apply when the pecuniary benefit or detriment will affect to the same degree a class of entities or individuals that includes a Commissioner, a relative of a Commissioner, or a business with which the Commissioner or a relative of the Commission is engaged, is a member of, or is associated. The Commissioner is to contact the Oregon Government Ethics Commission to determine whether the class exemption exists in that particular situation. (ORS 244.020(12)(b)).

**PART V. COMMISSION MEETINGS**

**Section 25. Preparation for Meetings**

**A. Preparation of Agenda**

The Port Manager will draft the Agenda after conferring with the President. Any Commissioner may submit a request to the President or Port Manager for an item to be added to the agenda no later than seven days before a scheduled meeting.

**B. Distribution of Materials to Commissioners**

The Agenda, Port Manager's Report, updated financial reports and other materials related to Commission business will be given to each Commissioner at least five (5) days prior to any regularly scheduled Commission meeting. The Port will attempt to distribute materials electronically or digitally to conserve resources. At the same time, the Port Manager will provide members detailed information relative to the Agenda, including references to existing policy pertinent to Agenda items.

**C. Anonymous Communications**

Anonymous and unsigned communications will not be introduced in commission meetings or included in the board packet and record.

**D. Distribution of Agenda to the Public**

The proposed Agenda will be distributed via email to all Port offices and other facilities, local and other news media, and posted at the required locations convenient for review by Port personnel and the public.

**Section 26. Order of Business.**

The Order of Business may be modified from time to time at the discretion of the President, as necessary. The following order will be generally observed:

**A. Tentative Agenda**

1. Call Meeting to Order
2. Public Comments
3. Approval of Agenda and Minutes – Consent Items
4. Approval Financial Reports and Staff Reports
5. Action Items

6. Information Items
7. Commissioner Comments
8. Calendar – Next Regular Meeting Date
9. Adjournment

**B. Consent Items**

1. The purpose of the consent items is to expedite regular Commission meetings by grouping routine or uncontested items of business so that they may be approved by a single motion. The consent items may include any or all of the matters on the regular agenda. The Commission, by consensus, may add any item of business on the regular agenda to the consent items. Any Commissioner may remove any item from the proposed consent items for consideration during Action Items. Revisions or corrections to meeting minutes will be considered first, prior to voting on and without removing these items from the consent items. The remaining items on the consent items may then be considered for action by a single vote. A vote in favor of or opposition to the consent items is considered to be a vote on each of the individual items.
2. Consent items may not include action items related to Ordinance adoption.
3. If the consent item is used, public comment will be scheduled in advance of the consent item agenda.
4. The consent item will be considered prior to correspondence and presentations.

**Section 27. Notice and Location of Meetings**

**A. Application**

This policy applies to all meetings of the Board of Commissioners, and to any meetings of committees or advisory groups appointed by the Commission if such committees or advisory groups normally have a quorum requirement, take votes, and form recommendations as a body for presentation to the Commission.

**B. Location of Meetings.**

All meetings must be held within the geographic boundaries of the Port District, except for training sessions held without any deliberative action. No meeting may be held in any place where discrimination on the basis of race, creed, color, sex, age, national origin or disability is practiced. All meetings must be held in ADA compliant facilities.

**C. Meetings Held by Telephone or E-Mail**

The Commission must refrain from e-mail exchanges or conference calls between a quorum of the Commission that may trigger public meeting rules. A series of one-on-one conversations between members of the Commission with the intent to discuss a vote or the outcome of a vote (a “serial” or “shuttle” meeting) could be considered an improperly noticed meeting and should be avoided.

**D. Regular Meetings**

Regular meetings of the Commission will be held monthly on the third Wednesday of each month. Such meetings will be held at the Port of Brookings Harbor’s Meeting Room at 2:00 p.m., or at such other location or time as designated in a resolution adopted by the Port Commission.

**E. Special Meetings**

The Commission may hold special meetings at the request of the President or any three members of the Commission. If the President is absent from the Port District, special Commission meetings

may be held at the request of the Vice-President. No special meeting may be held upon less than 24 hours' public notice.

**F. Work Sessions**

Work sessions may be called by the President or by any three members of the Commission. Notices of work sessions will be given and minutes taken the same as with special meetings. Work sessions may be held for the purpose of discussing port business that requires more time and exploration than a regular meeting would allow. Final decisions may not be made at a work session. However, a workshop may be held in conjunction with a regular or special meeting where a final decision may be made.

**G. Emergency Meetings**

Emergency meetings of the Commission may be held upon a call of the President or any three members of the Commission and require as much notice as possible under the circumstances. The minutes of the meetings must reflect the reason for the emergency meeting and explain why less than 24 hours' notice was given. Only such matters as pertain to the emergency may be discussed at such a meeting. Final action may be taken at an emergency meeting.

**H. Executive Sessions**

The President or any two members of the Commission may call an executive session. Only commissioners and persons specifically invited by a majority of the commission will be allowed to attend executive sessions. Any person present may not disclose any matter discussed during executive sessions during such session. Public notice must be given in the same manner as for regular, special and emergency meetings, except that the notice need only indicate the general subject matter to be considered by citing the statutory basis for call the executive session. The commission may not take any votes nor make any final decisions while in an executive session. (ORS 192.660(6)).

**I. Notice of Meetings**

1. The proposed Agenda will be distributed to all Port Commissioners and personnel, local and other news media, and posted at the required locations convenient for review by the public.
2. Notice of the time, place, and principal subjects to be considered will be given for all meetings. For regular meetings, the notice will be in the form of an agenda, which will be given to all Commissioners, local media, and to all persons or other media representatives having requested notice in writing of every meeting.
3. The agenda may be published in the local newspaper and will be on the Port's website.
4. E-mailed notice will also be sent to any persons whom the Port knows may have a special interest in a particular action, unless such notification would be unduly burdensome or expensive. For special meetings, notices will be issued or phone calls made to local media; and interested persons will be notified by e-mail or telephone. For emergency meetings, the Port will attempt to contact local media and other interested persons by telephone to inform them of the meeting. The Port will attempt to distribute Agendas and Notices via e-mail or the Port's website when possible.

**J. Social Gatherings, Public Functions and Training**

Gatherings or other functions in which the purpose is not to discuss business items or to receive background information on a potential future business item are not covered by Public Meeting Law. However, Commissioners should be warned that if during the course of the gathering a quorum of the Commission were to deliberate on a matter that would lead to a violation.

**Section 28. Quorum.**

Three members constitute a quorum of the Commission. If only a quorum is present, a unanimous vote will be required to take action, unless otherwise specified by State law. A lesser number may meet and adjourn from time to time and compel the attendance of absent members.

**Section 29. Roster**

The Clerk of the Commission is to request that all members of the public sign a public roster indicating agenda items of interest and affiliations. The roster will become part of the public record.

**Section 30. Minutes of Meetings**

**A. Minutes of Public Sessions**

The Commission must keep and approve written minutes of all of its meetings in accordance with the requirements of ORS 192.650. Minutes will be signed by the Secretary-Treasurer and codified within a book intended for such purpose. Minutes of public meetings must include at least the following information:

1. All members of the Commission present;
2. All motions, proposals, resolutions, orders, ordinances and measures proposed and their disposition;
3. Results of all votes, including the vote of each member by name unless unanimous;
4. The substance of any discussion on any matter; and
5. A reference to any document discussed at the meeting.

**B. Minutes of Executive Sessions**

Minutes of executive sessions must be kept separately from minutes of public meetings. Minutes of executive sessions may be kept either in writing, in the same manner as minutes of public sessions, or by tape recording. If minutes of an executive session are kept by tape recording, written minutes are not required, unless otherwise provided by law. (ORS 192.650(2)).

**C. Disclosure of Executive Session Matters.**

If disclosure of material in the executive session minutes would be inconsistent with the purpose for which the executive session was held, the material may be withheld from disclosure. No executive session minutes may be disclosed without prior authorization of the Commission. (ORS 192.650(2)).

**D. Amendments to Minutes**

Additions and corrections to minutes must be identified in the minutes of the meeting in which the additions and corrections were approved.

**E. Retention**

Officially approved minutes, resolutions, ordinances and a meeting packet will be retained indefinitely as part of the public record. (OAR 166-150-0005).

**F. Availability to the Public**

Draft and approved minutes of public meetings will be made available to the public within a reasonable time after the meeting. Every attempt will be made to post minutes to the Port's website to increase public access. (ORS 192.650(1)).

**PART VI: RULES OF ORDER**

**Section 31. Purpose**

The rules of order should be liberally construed and Commissioners should avoid invoking the finer points of parliamentary procedure when such points serve only to obscure the issues before the Commission as a whole and confuse the audience at public meetings and the citizens in general.

**Section 32. Presiding Officer**

The President will preside at Commission meetings. In the President's absence, the Vice President will preside. If both the President and Vice President are absent, the Commissioners in attendance must select one of them to preside.

**Section 33. Convening the Meeting**

At or near the time appointed, the Presiding Officer is to immediately call the meeting to order. The Clerk of the Commission is to enter in the meeting minutes the names of the Commissioners present.

**Section 34. Recognition**

Every Commissioner, staff member and member of the public are to refrain from discussion until recognized by the Presiding Officer. The Presiding Officer reserves the right to lessen recognition requirements to encourage communication as long as the Clerk of the Commission can adequately record the proceedings.

**Section 35. Changes to the Agenda**

A request to add a business item to the agenda or to otherwise consider a special order of business may be requested by any Commissioner, but will require a majority concurrence of the members present.

**Section 36. Public Comment****A. Generally.**

Any member of the general public wishing to address the Commission on a matter of public concern may do so at the time set for public comment during each regular meeting. Public comment will be limited to three minutes per person. The Commission, in its sole discretion, may extend this time, or may request further information be presented to the Commission at a later date.

**B. Complaints and Suggestions to the Commission.**

When any citizen brings a complaint before or makes a suggestion to the Commission, other than for items already on the agenda, the President will first determine whether the issue is legislative or administrative in nature and then:

1. If legislative, and a complaint about the letter or intent of the legislative acts or suggestions for changes to such acts, and if the commission finds such complaint suggests a change to an ordinance or resolution of the Port, the Commission may refer the matter to staff for study and recommendation.
2. If administrative, and a complaint regarding staff performance, administrative execution or interpretation of legislative policy, or administrative policy within the authority of Port personnel, the President will then refer the complaint directly to the Port Manager for review, if the complaint has not already been reviewed. The commission may direct the Port Manager to report to the Commission when the review has been made. In a complaint against the Port Manager, the President may investigate and report back to the Commission at a later date.

**Section 37. Statement of Conflict of Interest/Ex Parte Contact**

If a Commissioner has a question as to whether he or she has a conflict of interest on a matter coming before the Commission, he or she should contact Port Counsel for further analysis. If a Commissioner has a potential conflict of interest, then prior to taking any action thereon, he or she shall publicly announce the nature of the potential conflict. If a Commissioner has an actual conflict of interest, then he or she must publicly announce the nature of the conflict and recuse himself or herself from any discussion, debate or vote on the matter. (ORS 244.120). Any disclosure of a potential or actual conflict of interest shall be recorded in the meeting minutes. (ORS 244.130). . In the event any member of the Commission has had any ex parte contact regarding a matter, the member shall identify the contact and the substance of the contact prior to participating in any vote on the matter.

### **Section 38. Forms of Action**

A motion is a procedural device to place a matter before the Commission for consideration and action. Each form of action listed below (except consensus) must be initiated by motion and be recorded in the official minutes kept for such purpose.

#### **A. Ordinances**

Ordinances have the force of law. They are generally used to enact rules and regulations that apply to residents or customers of the Port, and can be enforced by the Commission or by local law enforcement personnel. Adoption of ordinances is subject to statutory adoption procedures found in ORS 198.510 to 198.600. Except under emergency provisions, ordinances must be available for the public to comment on in two consecutive meetings. Ordinances are to be numbered consecutively without regard to year, signed by the President, attested by the Secretary-Treasurer, codified within a book intended for such purpose and a copy sent to the County Clerk.

#### **B. Resolutions**

Resolutions are used to establish policy, express a position of the Commission (often associated with a grant or agreement), form committees, incur debt, create rules and policies required by ordinance, set fees and create the budget. Many resolutions are updated annually or more frequently than would be required by an ordinance. Resolutions may be passed at a single meeting. Resolutions are to be numbered first by year and secondly in the order adopted within the year, signed by the President, attested by the Secretary-Treasurer and codified within a book intended for such purpose.

#### **C. Routine Decisions**

Routine decisions, decisions of an administrative nature, and other procedural matters may be decided by a simple vote of the Commissioners, which is recorded in the minutes.

#### **D. Consensus**

Minor questions of clarification, interpretation, implementation or procedure may be determined by a consensus of the Commission without motion. Consensus shall be used sparingly and not for determining business matters in front of the Commission.

### **Section 39. Motions**

- A. The Presiding Officer will entertain motions from the Commission, though the Presiding Officer may ask for a staff report in advance to suggest a recommended motion along with background material.

- B. No motion may be debated until it has been seconded and announced by the Presiding Officer. Before debate, the Clerk of the Commission may ensure the accuracy of the motion for the minutes.
- C. If a motion does not receive a second, then the issue is not considered. The Presiding Officer must allow an opportunity for the motion to be rephrased or otherwise discussed before moving on to the next business item.
- D. A motion may not be withdrawn without the consent of the Commissioner seconding it.
- E. If during discussion, the originator of the motion and the Commissioner seconding it agree, a friendly amendment may be moved forward.

**Section 40. Debate**

- A. Any Commissioner who has the floor must confine his or her comments to the question under debate and refrain from impugning the motives of any member argument or vote.
- B. Commissioners must limit their remarks on a subject to five minutes unless granted additional time by the majority of the Commission. No Commissioner will be allowed to speak more than once upon any one subject, until every other member choosing to speak thereon has spoken.
- C. Commissioners, once recognized, are not to be interrupted while speaking, unless called to order by the Presiding Officer, or unless a Commissioner raises a point of order while he or she is speaking, in which case, he or she must cease speaking immediately until the point is determined. Points of order focus on whether the rules are being followed or in the case of this section, which a Commissioner finds the speaker in violation of this Section. If ruled to be in order, he or she will be permitted to proceed; if ruled to be out of order, he or she must remain silent or alter his or her remarks as to comply with the ruling.
- D. Commissioners desiring to question the administrative staff must address his or her question to the Presiding Officer, who will be entitled to either answer the question or designate a staff member for that purpose.
- E. Citizens desiring to address the Commission must first be recognized by the Presiding Officer and are to limit remarks to the question then under discussion. All remarks and questions are to be addressed to the Commission as a whole and not to any individual Commissioner thereof. The Presiding Officer has full authority to allow or disallow public comments during debate.

**F. Subsidiary Motions**

When a question is before the commission, no motion shall be entertained except:

1. to postpone indefinitely (dispose the question without a vote);
2. to amend (make changes to the question);
3. to refer (establish a committee to further review);
4. to postpone (consider the question at a later time);
5. for the previous question (end discussion and vote);

These motions have precedence in the order listed. Any such motion, except a motion to amend, must be put to a vote without debate.

**Section 41. Voting**

**A. Votes Made Public**

Upon conclusion of discussion or when the previous question has been called for, the President will ask for Commissioners votes. After a vote has been taken, the presiding officer will announce the results of the vote. Modifications to this policy are allowed, but all individual votes must be made public and entered into the minutes.

**B. Voting Required**

When the vote has been called for, every present Commissioner has a duty indicate his or her vote, unless the Commissioner has recused himself or herself due to an actual conflict of interest... No Commissioner may vote by proxy.

**C. Minimum Votes Required**

The passage of any motion will require the affirmative vote of at least a quorum of the whole Commission, unless otherwise specifically provided by State law.

**Section 42. Recess**

The President may call a recess of a meeting for a specified time whenever it appears, in the opinion of the President, that a meeting will be unusually long or that a recess would be beneficial for other reasons. A recess may be called during debate or at any other time during the meeting.

**Section 43. Adjournment**

The meeting may be adjourned by decision of the President, a majority vote of the Commission, or as a result of the loss of a quorum. The time of adjournment is to be announced and recorded in the minutes.

**PART VII. ADMINISTRATIVE PROVISIONS**

**Section 44. Amendment.**

These bylaws may be amended by resolution.

**Section 45. Codify**

Staff is directed to organize these bylaws and potential future amendments to these bylaws into a generally accepted professional format for public use and viewing.

**Section 46. Repeal.**

Previously adopted policies that conflict with these bylaws are hereby repealed.

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**BYLAWS FOR THE PORT OF BROOKINGS HARBOR  
BOARD OF COMMISSIONERS**

**APPENDIX A**

**AMENDMENTS TO THE BYLAWS**

RES. NO.	WORKING TITLE	ADOPTION
2021-09	Regular Meetings of the Commission..... Section 27, D.	September 21, 2021

## APPENDIX B

### RESOLUTIONS SUPPORTING BYLAWS

#### PERSONNEL RULES

Res. No.	Topic	Adoption
476	Port Manager's Annual Performance Evaluation .....	May 17, 2016
531	Port Employee Handbook.....	January 28, 2020

#### FORM COMMITTEES

Res. No.	Topic	Adoption
.....		
No current standing committees besides budget committee		

#### FINANCIAL/PAYMENT OF BILLS

Res. No.	Topic	Adoption
534	Financial Management Policy.....	January 28, 2020

#### NAMING REGISTERED AGENT/BUSINESS OFFICE

Res. No.	Topic	Adoption
501	Appointment of Registered Agent.....	January 15, 2019

#### MANAGEMENT OF PUBLIC PROPERTY

Res. No.	Topic	Adoption
.....		

#### PUBLIC CONTRACTING RULES

Res. No.	Topic	Adoption
368	Public Contracting Rules.....	March 21, 2005
370	Public Contracting Rules Amendment.....	March 21, 2005
484	Section 12 Personal Services Amendment.....	December 13, 2017
525-B	Section 4 Delegation Amendment.....	September 24, 2019

#### PUBLIC RECORDS RULES

Res. No.	Topic	Adoption
536	Public Records Policy.....	February 20, 2020