

**PORT OF BROOKINGS HARBOR**  
**Workshop Commission Meeting**  
**Thursday, February 24, 2022 at 2:00pm**  
**Teleconference / Meeting Room** *(limited capacity)*  
**16350 Lower Harbor Road Suite 202, Harbor OR, 97415**

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**Teleconference Call-In Number: 1 (253) 215-8782**

**Meeting ID: 771 205 4017**

**Passcode: 76242022**

**(to mute/unmute: \* 6)**

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**TENTATIVE AGENDA**

- |           |  |             |
|-----------|--|-------------|
| <b>1.</b> | <b>CALL MEETING TO ORDER</b>   | <b>Page</b> |
|           | <ul style="list-style-type: none"><li>• Roll Call</li><li>• Modifications, Additions, and Changes to the Agenda</li><li>• Declaration of Potential Conflicts of Interest</li></ul>   |             |
| <b>2.</b> | <b>APPROVAL OF AGENDA</b>  |             |
| <b>3.</b> | <b>PUBLIC COMMENTS</b> – (Limited to a maximum of three minutes per person. Comments by teleconference, please email your comments to <a href="mailto:portmanager@portofbrookingsharbor.com">portmanager@portofbrookingsharbor.com</a> prior to the meeting. Please <u>wait to be called on</u> before speaking) |             |
| <b>4.</b> | <b>INFORMATION ITEMS</b>   |             |
|           | A. Vessel Miss Stacey.....   | 2           |
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| <b>5.</b> | <b>COMMISSIONER COMMENTS</b>   |             |
| <b>6.</b> | <b>NEXT REGULAR MEETING DATE</b> – Wednesday, March 16, 2022 at 2:00pm   |             |
| <b>7.</b> | <b>ADJOURNMENT</b>   |             |

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.

# INFORMATION ITEM – A

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**DATE:** February 24, 2022  
**RE:** Vessel Miss Stacey  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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## OVERVIEW

- Rick and Julie (son and daughter of Daisy Kunkle) have reinstated the Port's insurance coverage for the vessel Miss Stacey on January 24, 2022. They are also interested in fishing with the vessel next crab season.
- Julie accepted the release from SBA and plan to transfer the ownership of the vessel to Rick. Their intention is to provide the Port with a current marine survey report and plan of restoring the boat in order to fish next season.
- The lien is currently on the crab pots and crab permit. Coast Guard did not accept the lien on the vessel because of the current ownership issue.
- The Port received their plan and schedule for current marine survey on February 25. Rick did say the boat was hauled out 2 years ago at Eureka for maintenance.
- New moorage agreement is on hold until management receives Board approval.

## DOCUMENTS

- Email from Julie providing update on vessel Miss Stacey, 1 page

**From:** Julie Tomlinson <[REDACTED]>  
**Sent:** Tuesday, February 8, 2022 8:22 AM  
**To:** travis@portofbrookingsharbor.com; portmanager@portofbrookingsharbor.com  
**Subject:** Miss Stacey

Good Morning,

Rick intends to fish this coming crab season wit the Miss Stacey. we have reinstated the liability and pollution insurance effective Jan 24. I am still waiting on the release documents from S.B.A but have contacted the Coast Guard and have all documentation they will need to transfer ownership to Rick ready to go. Rick contacted the surveyor and has an appt. with him on Feb 25th. He will submit a copy of the survey to the port and will meet to discuss a timeline on any issues found. He has paid the year on gear storage and 6 months on crab gear storage. I will notify the port as soon as i get the boat documented in Rick's name and bring a copy of current documentation to the port office.

Thank-you,

Julie Tomlinson

# INFORMATION ITEM – B

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**DATE:** February 24, 2022  
**RE:** Derelict Vessels  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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## OVERVIEW

- Continuing with the pervious discussion on vessel Miss Stacey, Travis and I reviewed the current vessels in the Port and found 22 to 25 vessels that could be considered a potential future issue. We based these vessels on current visual condition, lack of movement (fueling, haul-out or landings) and account history.
- Reviewing our Port of Brookings Harbor, Oregon and Washington definitions on abandon / derelict vessels:

### **Port Definition:**

- **ABANDONED:** Shall mean left or given up with no reasonable appearance of an intent to return or reclaim. A vessel/property or motor vehicle shall be deemed abandoned if left on or in Port facilities without identification or evidence of ownership and without notification to the Port of intent to leave; or without permission to moor at the Port; or without payment of fees for storage or use as required under Section 2.2.

### **State of Oregon Definitions of Abandon Vessel:**

- (1) "Abandoned vessel" means a vessel that has been left without authorization on public or private land, the waters of this state, or any other water.
- (3) "Derelict vessel" means a vessel that is on the waters of this state and that is:
  - (a) Sunk or in imminent danger of sinking;
  - (b) Obstructing a waterway;
  - (c) Endangering life or property; or
  - (d) In such dilapidated condition that it is in danger of becoming a significant environmental hazard as evidenced by repeated and documented instances of leaking fuel, sewage or other pollutants.

### **State of Washington Definitions of Abandon Vessel:**

- (1) "Abandoned vessel" means a vessel that has been left, moored, or anchored in the same area without the express consent, or contrary to the rules of, the owner, manager, or lessee of the aquatic lands below or on which the vessel is located for either a period of more than thirty consecutive days or for more than a total of ninety days in any three hundred sixty-five-day period, and the vessel's owner is: (a) Not known or cannot be located; or (b) known and located but is unwilling to take control of the vessel. For the purposes of this subsection (1) only, "in the same area" means within a radius of five miles of any location where the vessel was previously moored or anchored on aquatic lands.
- (5) "Derelict vessel" means the vessel's owner is known and can be located, and exerts control of a vessel that:
  - (a) Has been moored, anchored, or otherwise left in the waters of the state or on public property contrary to RCW79.02.300 or rules adopted by an authorized public entity;

- (b) Has been left on private property without authorization of the owner; or
- (c) Has been left for a period of seven consecutive days, and:
  - (i) Is sunk or in danger of sinking;
  - (ii) Is obstructing a waterway; or
  - (iii) Is endangering life or property.

- Port's thought for a vessel at risk of abandonment:
  1. Vessel has not moved from the slip, over a one-year period.
  2. Lack of maintenance / care of conditions (moss, worn tie lines, torn tarps, etc.)
  3. No communication with owner.
  4. Late payments.
  5. Canceled insurance.
  6. Owner passes away or is medically unable to care for vessel.
  
- Surety bonds for "at risk" vessels. Information on surety bonds attached for discussion.

## DOCUMENTS

- Washington Department of Natural Resources, 14 pages
- Oregon Laws 2013 Chapter 680, 8 pages
- Information from internet on surety bonds, 5 pages



# Washington Department of Natural Resources

## Derelict Vessel Removal Program January 2022



WASHINGTON STATE DEPARTMENT OF  
**NATURAL RESOURCES**

[dnr.wa.gov](http://dnr.wa.gov)



# Department of Natural Resources

## Derelict Vessel Removal Program

- Created in 2002
- Give DNR the option to remove derelict or abandoned vessels, and also authorizes Authorized Public Entities to conduct removals
- Funding comes from recreational \$3 and commercial vessels \$1/foot
- Total funds per biennium ~\$2 M
- Generally DNR exhausts its funding before the biennium's end
  - We are currently asking our legislature for a diversion of an existing tax to the DVRP
- As of January 2022 our Vessels of Concern list had 298 vessels







## Who Has Removal Authority?

- The primary responsibility for the vessel itself belongs to the vessel owner; however, the responsibility for removal belongs to the owner, operator or lessee of the moorage facility
- Authorized public entities (APEs) may remove a vessel and qualify for reimbursement (RCW 79.100.010(3))
- APEs are defined as: DNR; DFW; State Parks; a port; or any city, town, or county with ownership or jurisdiction over the aquatic lands where the vessel is located



# First - definitions

**RCW 79.100.010**

- (1) **"Abandoned vessel"** means a vessel that has been left, moored, or anchored in the same area without the express consent, or contrary to the rules of, the owner, manager, or lessee of the aquatic lands below or on which the vessel is located for either a period of more than thirty consecutive days or for more than a total of ninety days in any three hundred sixty-five-day period, and the vessel's owner is: (a) Not known or cannot be located; or (b) known and located but is unwilling to take control of the vessel. For the purposes of this subsection (1) only, "in the same area" means within a radius of five miles of any location where the vessel was previously moored or anchored on aquatic lands.
- (5) **"Derelict vessel"** means the vessel's owner is known and can be located, and exerts control of a vessel that:
- (a) Has been moored, anchored, or otherwise left in the waters of the state or on public property contrary to RCW 79.02.300 or rules adopted by an authorized public entity;
  - (b) Has been left on private property without authorization of the owner; or
  - (c) Has been left for a period of seven consecutive days, and:
    - (i) Is sunk or in danger of sinking;
    - (ii) Is obstructing a waterway; or
    - (iii) Is endangering life or property.



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# Database

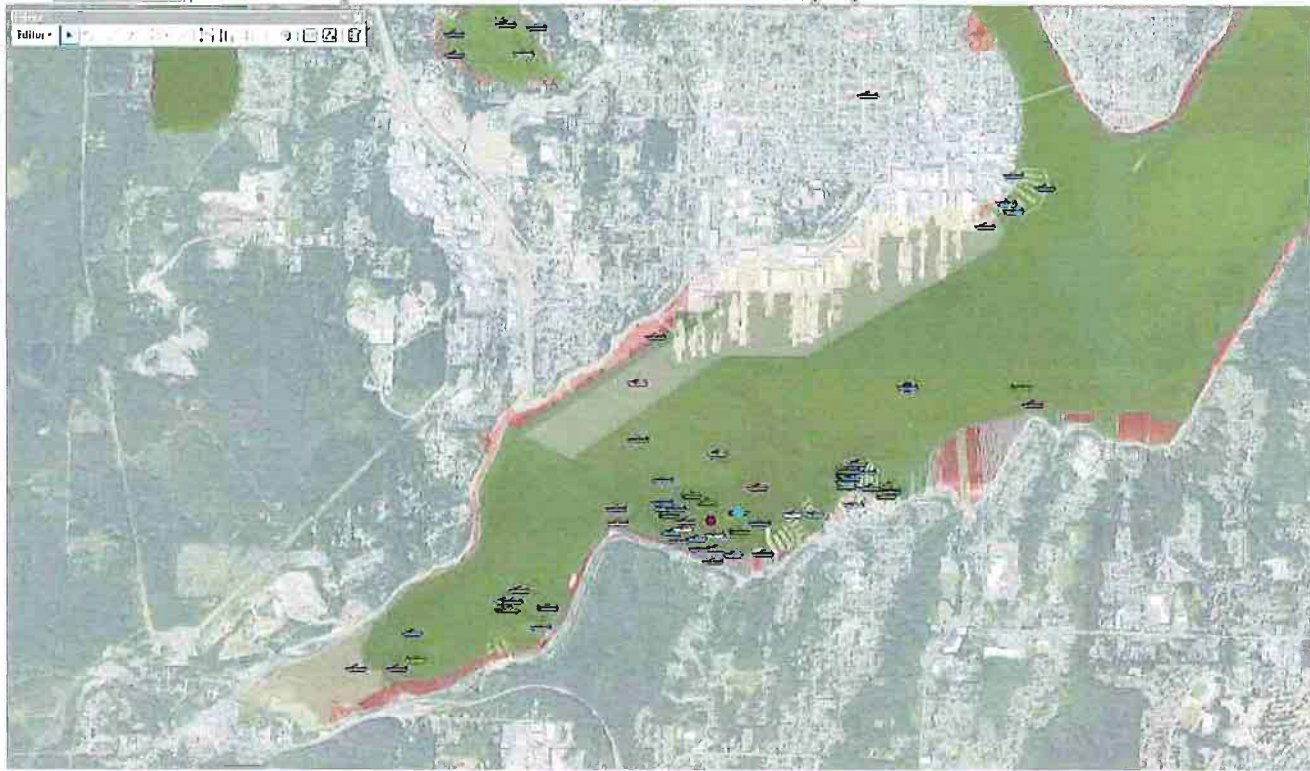
DWRP EDU App - ArcMap

File Edit View Bookmarks Insert Selection Geoprocessing Customize Windows Help

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Layers

- Input from Contents
  - Track Vessel Information
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    - Vessel Removal
      - No - Removal in Progress
      - No
    - Potential
      - No - Prevention Program
      - Yes - Owner
      - Yes - APE
      - Yes - Prevention Program
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      - Yes - Non APE Government
      - Yes - Not removed but C
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      - Ineligible for DWRP - Was
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- Good Job Tracts (DWRP)
- Commercial Small Fish Ground
- Public Land Survey Township
- Public Land Survey Section
- Land Management Coverage



Attributes

DWRP Vessel Information

OBJECTID

DWRP Number

APE Conducting Remo

Vessel Name

Vessel ID

County Name

Year Built

Boat Length

Hull Type

Propulsion

Vessel Make

Vessel as Built Ty

Current Use

Current Vessel Use Sub Type

Hull Color

Superstructure Color

Trim Color

Vessel Paperwork Agreement

Motor Vessel but Unknown

Vessel Current Agreement

Vessel Disposal Method

Boat Type

General Vessel Classification

LOCALID

LOCALID

Location Class Estimated Bay

Land Coverage Code

Wave Depth

OBJECTID

OBJECTID

OBJECTID values not allowed

Attributes

Table

DWRP Vessel Information

OBJECTID	DWRP Number	APE Conducting Remo	Vessel Name	Vessel ID	County Name	Year Built	Boat Length	Hull Type	Propulsion	Vessel Make	Vessel as Built Ty	Current Use	Current Vessel Use Sub Type	Hull Color	Superstructure Color	Trim Color
120247	KP201012	APL	CHB	7175 NL	Pierce	2016	24	Fiberglass	Out	White	Recreational	Recreational	None	Red	Red	White

1 of 1 out of 2129 Selected

DWRP Vessel Information

Number of features selected: 1

-127.164 42.117 Decimal Degrees



# Normal - Custody Process

## RCW 79.100

Process overview – not comprehensive: After establishing the vessel is abandoned or derelict.

1. **Day 0** – Post the vessel and send a copy to DNR for posting on our website
2. **Day 1 to 7** – Letters of intent to gain custody both registered and regular mail sent to last registered owner and any known lien holders on record.
3. **Day 10 to 20** – Publish once a notice in a newspaper of general circulation for the county in which the vessel was found.
4. **Day 30** – Congratulations! You have gained custody of a boat. At this time you can make a risk management decision.
5. **Day 60** – last day an owner can appeal the custody process or costs.





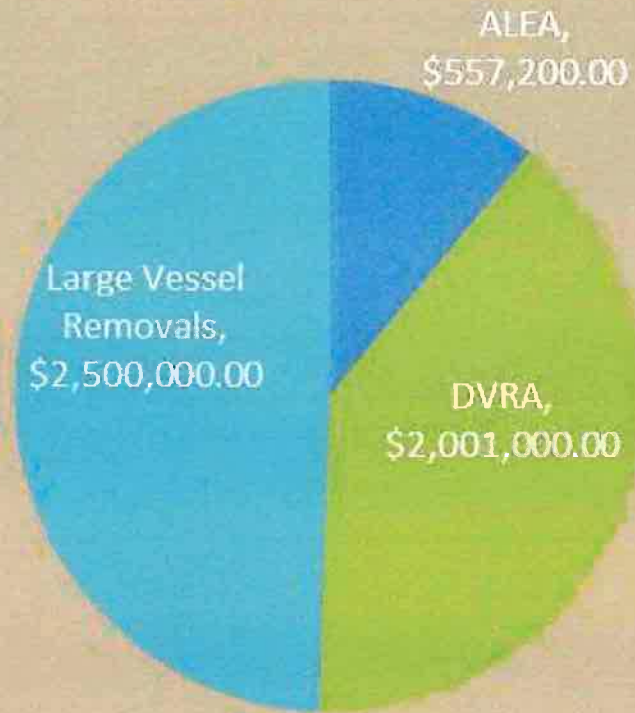
# Current Priority Rating System

1	Emergency	Vessels sinking, dragging anchor, badly anchored/moored, beached and breaking up, sunk in a navigation channel, presenting environmental risk such as leaking fuel or other hazardous mats
2	Non-emergency threats	Vessels sunk near a boat launch, beached near a public access area, abandoned and unattended in an area of high current or vessel traffic, need to be pumped continuously to stay afloat and are not tied to shore power, sunk where they are a hazard to small vessel navigation
3	Vessels impacting habitat	Vessels that poses a direct threat to elements of the natural environment, federally listed, spawning areas, protected plant or animal species, aquaculture practices, marine protected areas
4	Minor navigation or economic impact	Vessels that pose an economic impact
5	Other	Meet the definition of abandoned or derelict, but do not satisfy any of the criteria listed above, may be sunk at depth, floating, and vessels in trespass
6	Abandoned in boatyards	Vessel seized under RCW 53.08.320 seeking reimbursement from DVRA when the vessel was abandoned in a boatyard



# Funding

## 19-21 DNR Appropriation by Account



ALEA = DNR account from geoduck and aquatic land leases

For 17-19: \$2.3 million

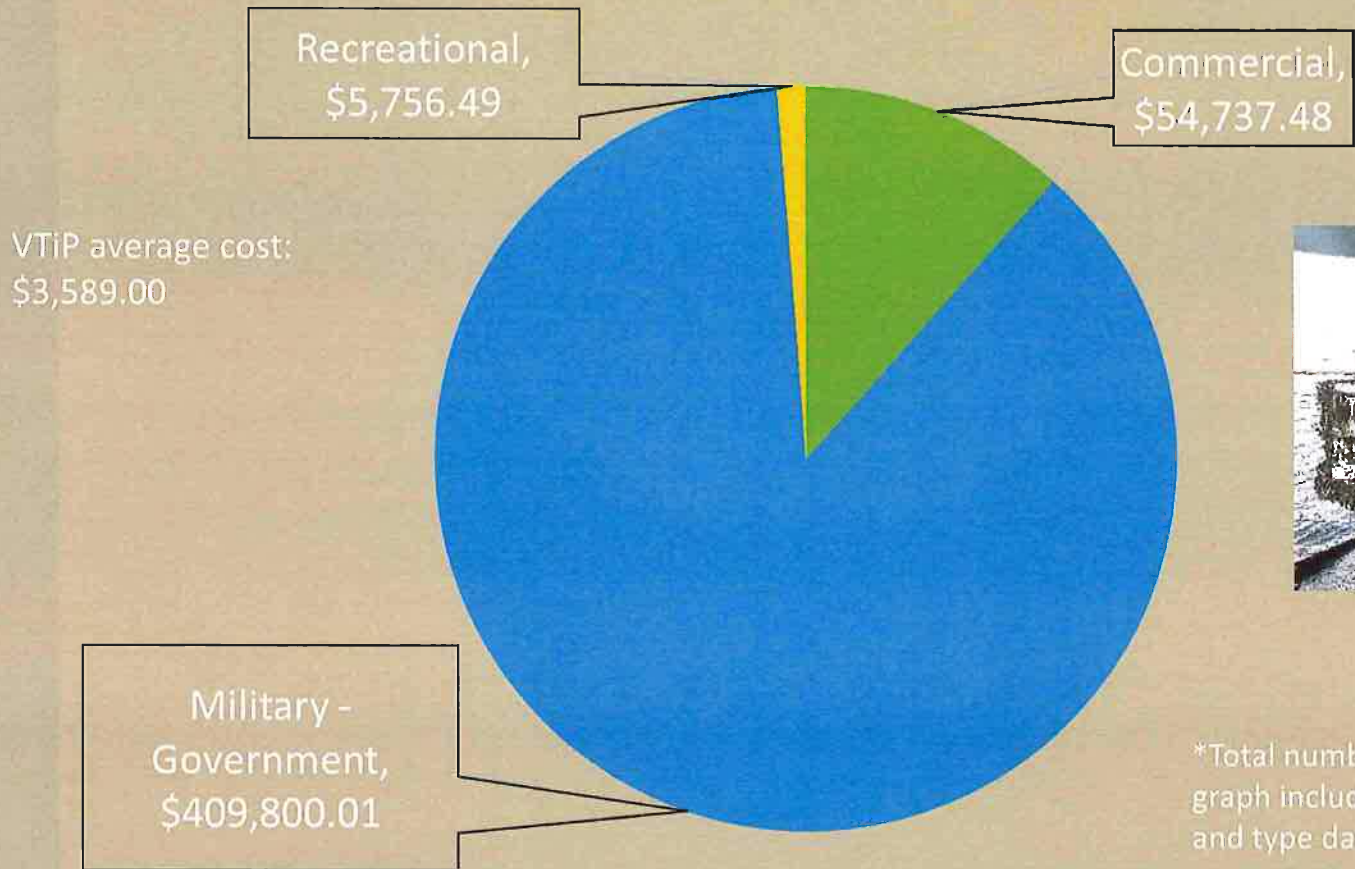
For 15-17: \$2.47 million



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# Vessels Removed By Vessel Type



\*Total number of vessels removed is slightly higher; graph includes only those vessels that had length, cost and type data entered into our database.



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# Recent Program Improvements

## Prevention is the goal

- **Removed the spending cap** on the Vessel Turn-In Program
  - Previously, the VTIP was limited by statute to spend no more than \$200,000 per biennium. DNR proposed the removal of the cap so the program can remove an increased number of its lower priority vessels.
- **Reduced the length** of vessels subject to secondary liability law
  - Lowered the vessel criteria from 65 feet to 35 feet to capture a larger number of vessels that pose a significant threat of becoming derelict or abandoned.
- Provide **grants** to local law enforcement
  - DNR proposed to issue grants, at a maximum of \$50,000 each, to local law enforcement agencies to compensate them for time and equipment needed to enforce vessel registration and aquatic laws.
- **Pilot a vessel recycling program**
  - DNR proposed to conduct a pilot project on the creation of a vessel recycling waste stream. If the project is successful, it can be copied in several locations around the state in partnership with other authorized public entities and rural communities.



**Vessel Turn-in Program**  
360-902-80AT (2628)

**Has your Dream Boat become a Nightmare?**



Is your boat in poor condition?

Is it less than 45 ft?

Are you a WA resident?



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# DART (Derelict & Abandoned Reporting Tool)



DVRP has a vessel reporting tool on the DNR external website.

Highlights of DART:

- It can be used on any smart phone
- Upload geo-tagged photos
- A report will populate our database automatically
- The public can view a report for a short period after the initial report
- It will help prevent multiple reports on the same vessel

Here is the link to the new tool/website: <https://www.dnr.wa.gov/vessel-reporting>



# Thank you

Derelict Vessel Removal Program  
Aquatic Resources Division  
1111 Washington St SE, MS 47027  
Olympia, WA 98504-7027

Troy Wood, Program Manager  
(360) 902-2628  
DVRP@dnr.wa.gov



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CHAPTER 680

AN ACT

HB 2233

Relating to marine vessels; creating new provisions; amending ORS 466.605, 468B.300, 468B.325, 830.926 and 830.990; and repealing ORS 830.907, 830.909, 830.912, 830.914, 830.917, 830.919, 830.922, 830.924 and 830.927.

Be It Enacted by the People of the State of Oregon:

**SECTION 1.** Sections 2 to 12 of this 2013 Act are added to and made a part of ORS chapter 830.

**SECTION 2. Definitions.** As used in sections 2 to 12 of this 2013 Act:

(1) "Abandoned vessel" means a vessel that has been left without authorization on public or private land, the waters of this state, or any other water.

(2) "Business day" means any day other than a Saturday, a Sunday or a legal holiday as described in ORS 187.010.

(3) "Derelict vessel" means a vessel that is on the waters of this state and that is:

- (a) Sunk or in imminent danger of sinking;
- (b) Obstructing a waterway;
- (c) Endangering life or property; or

(d) In such dilapidated condition that it is in danger of becoming a significant environmental hazard as evidenced by repeated and documented instances of leaking fuel, sewage or other pollutants.

(4) "Enforcement agency" means a law enforcement agency, a federal agency, the State Marine Board or any other public body, as defined in ORS 174.109, that has responsibility for land or water on which an abandoned vessel or a derelict vessel is located.

(5) "Owner" means a person who has a property interest in a vessel.

(6)(a) "Vessel" means a boat, a boathouse as defined in ORS 830.700, a floating home as defined in ORS 830.700, or any other floating structure that is normally secured to a pier or pilings.

(b) "Vessel" does not include a dock as defined in ORS 307.120.

**SECTION 3. Authority to seize abandoned vessel or derelict vessel.** (1) An enforcement agency may seize a vessel as an abandoned vessel if:

(a) The enforcement agency has probable cause to believe the vessel is an abandoned vessel; and

(b) An owner does not move the vessel to a place where the vessel can be lawfully kept within the time specified in the notice given under section 4 of this 2013 Act, or within such

additional time as may be specified in an order issued under section 7 (6) of this 2013 Act.

(2) An enforcement agency may seize a vessel as a derelict vessel if:

(a) The enforcement agency has probable cause to believe the vessel is a derelict vessel and the enforcement agency documented the facts supporting that belief; and

(b) The owner does not correct the problems identified in the notice given under section 4 of this 2013 Act within the time specified in the notice, or within such additional time as may be specified in an order issued under section 7 (6) of this 2013 Act.

(3) A vessel may be seized as a derelict vessel by reason of an imminent danger of sinking only if the enforcement agency has documented the facts supporting the belief that the vessel is in imminent danger of sinking.

(4) If an enforcement agency has probable cause to believe a vessel is an abandoned vessel or a derelict vessel, the enforcement agency may:

(a) Secure the vessel in such a manner as to prevent harm to life or damage to property or to prevent the vessel from becoming a hazard to navigation.

(b) Take action to mitigate any imminent environmental threat the vessel poses.

(c) Salvage, tow and store the vessel.

(5) If an enforcement agency has probable cause to believe a vessel is an abandoned vessel, the enforcement agency may enter and inspect the interior of the vessel, and objects in plain view within the interior of the vessel, only to the extent necessary to identify the owners of the vessel.

(6) If an enforcement agency has probable cause to believe a vessel is a derelict vessel by reason of endangering life or property, or by reason of being in danger of becoming an environmental hazard, the enforcement agency may enter and inspect the interior of the vessel, objects in plain view within the interior of the vessel, and closed compartments within the interior of the vessel, only to the extent necessary to determine whether the vessel endangers life or property, or is in danger of becoming an environmental hazard.

(7) An Oregon State Police officer, a sheriff, a deputy sheriff or a municipal police officer may enter privately owned land for the purpose of determining whether a vessel is abandoned only with the consent of the landowner.

**SECTION 4. Preseizure notice.** (1) Except as provided in section 5 of this 2013 Act, at least 10 business days before seizing an abandoned vessel or a derelict vessel an enforcement agency shall provide notice by:

(a) Attaching a notice to the vessel;

(b) If the vessel has or had a certificate under ORS 830.770 or 830.775, mailing notice to the

persons last shown as owners of the vessel in the records of the State Marine Board; and

(c) Mailing notice to any other person for whom the enforcement agency has obtained a mailing address and who the enforcement agency has reason to believe is an owner of the vessel.

(2) The notice required under this section must include:

(a) The name, address and telephone number of the enforcement agency.

(b) A statement indicating whether the enforcement agency proposes to seize the vessel by reason of being an abandoned vessel, a derelict vessel, or both.

(c) The time by which the owner must act to avoid having the vessel seized.

(d) A statement indicating that if the vessel is seized, the owner will be liable for the costs of salvage, towing and storage of the vessel.

(e) A statement indicating that if the vessel is seized the vessel may be destroyed or sold if the costs of salvage, towing, storage and disposal are not paid.

(f) A statement indicating the owner may request a hearing before the enforcement agency seizes the vessel, and the time and manner in which a request may be made.

(3) In addition to the requirements of subsection (2) of this section, if an enforcement agency proposes to seize a vessel by reason of being an abandoned vessel the notice required by this section must indicate that:

(a) The vessel will be seized unless the owner moves the vessel to a place where the vessel can be lawfully kept within the time specified in the notice; and

(b) The owner may be cited for failure to remove an abandoned vessel if the owner fails to move the vessel to a place where the vessel can be lawfully kept within the time specified in the notice.

(4) In addition to the requirements of subsection (2) of this section, if an enforcement agency proposes to seize a vessel by reason of being a derelict vessel the notice required by this section must indicate:

(a) The reason or reasons that the enforcement agency believes that the vessel is a derelict vessel;

(b) That the vessel will be seized unless either the problems identified in the notice are remedied within the time specified in the notice; and

(c) That the owner may be cited for possession of a derelict vessel if the owner fails to remedy the problems identified in the notice within the time specified in the notice.

(5) An owner of a vessel may request a hearing before an enforcement agency seizes a vessel under sections 2 to 12 of this 2013 Act by submitting a request for hearing to the enforcement agency not more than 10 business days

after the notice required by this section is given. The request must indicate if the owner contends that the vessel is not abandoned or derelict, or indicate such other specific grounds on which seizure of the vessel is challenged.

**SECTION 5. Seizure without notice.** (1) Nothing in sections 2 to 12 of this 2013 Act affects the ability of an enforcement agency to immediately seize without notice a vessel that presents a hazard to navigation or an imminent threat to public health or safety.

(2) If an enforcement agency seizes without notice a vessel that presents a hazard to navigation or an imminent threat to public health or safety, and the enforcement agency wishes to dispose of the vessel under sections 2 to 12 of this 2013 Act, the enforcement agency shall provide notice as described in section 6 of this 2013 Act.

**SECTION 5a. Manner and time of seizure.** (1) An enforcement agency may seize an abandoned vessel or a derelict vessel under sections 2 to 12 of this 2013 Act by:

(a) Taking physical control of the vessel by towing or other means;

(b) By posting a notice on the vessel that indicates that the vessel has been seized, and giving the name, address and telephone number of the enforcement agency; or

(c) Marking a sunken vessel with a buoy that has the name and telephone number of the enforcement agency.

(2) An abandoned vessel or a derelict vessel is considered to have been seized for the purposes of sections 2 to 12 of this 2013 Act at the time the enforcement agency takes physical control of the vessel under subsection (1)(a) of this section, posts a notice on the vessel under subsection (1)(b) of this section or marks the vessel under subsection (1)(c) of this section.

**SECTION 6. Post-seizure notice.** (1) Not more than seven days after an enforcement agency seizes a vessel under sections 2 to 12 of this 2013 Act, the enforcement agency shall post notice in the form required by this section on any website maintained by the enforcement agency and mail a copy of the notice to the persons described in section 4 (1) of this 2013 Act.

(2) The notice required under this section must include the date by which the costs of salvage, towing and storage must be paid to avoid title to the vessel vesting in the enforcement agency. The date may not be less than 30 days after the date on which the vessel was seized.

(3) The notice required under this section must include a description of the vessel and of any personal property located on the vessel, and state all of the following:

(a) That the vessel has been seized.



- (b) The time of the seizure.
- (c) The name, address and telephone number of the enforcement agency.
- (d) The reason the vessel was seized.
- (e) That the owners of the vessel are liable for salvage, towing, storage and disposal costs incurred by the enforcement agency by reason of the seizure, and the amount of those costs that have accrued as of the date of the notice.
- (f) That title to the vessel will vest in the enforcement agency if the costs of salvage, towing and storage are not paid, and the date by which those costs must be paid.
- (g) That the owner may request a hearing, and the time and manner for requesting a hearing.
- (h) That the owner may challenge the reasonableness of any salvage, towing or storage costs at the hearing.
- (i) That the vessel and its contents may be immediately reclaimed by presenting proof of ownership or right to possession and payment of the costs that have accrued.

(4) Except as provided in subsection (5) of this section, an owner of a vessel may request a hearing after an enforcement agency seizes a vessel under sections 2 to 12 of this 2013 Act by submitting a written request for hearing to the enforcement agency not more than 10 business days after the notice required by this section is given. The request must include a statement of the specific grounds on which the seizure is challenged, and whether the owner challenges the reasonableness of any salvage, towing or storage costs incurred by the enforcement agency.

(5) If an owner of a vessel requested a hearing under section 4 (5) of this 2013 Act, the owner may request a hearing under subsection (4) of this section only for the purpose of challenging the reasonableness of any salvage, towing or storage costs incurred by the enforcement agency.

**SECTION 7. Hearing.** (1) If an owner of a vessel requests a pre-seizure hearing as provided in section 4 (5) of this 2013 Act, the enforcement agency may not seize the vessel until after the hearing.

(2) If an owner of a vessel requests a hearing as provided in section 4 (5) or 6 (4) of this 2013 Act, the enforcement agency shall set a time for the hearing that is no more than seven business days after the enforcement agency receives the request. The enforcement agency shall provide notice of the hearing to the person requesting the hearing, and to all other persons described in section 4 (1) of this 2013 Act.

(3) If an owner of a vessel requests a hearing under this section and fails to appear at the hearing, the owner is not entitled to another hearing unless the owner shows good reasons to

the enforcement agency for the person's failure to appear.

(4) An enforcement agency shall conduct a single hearing under this section for all requests for hearing that relate to the same vessel.

(5) Hearings held under this section may be informal in nature, but the presentation of evidence in a hearing shall be consistent with the standards for presentation of evidence under ORS 183.450.

(6) If the notice given under section 4 of this 2013 Act indicates that the enforcement agency proposes to seize a vessel by reason of being an abandoned vessel, and the owner of a vessel requests a pre-seizure hearing under section 4 (5) of this 2013 Act, the owner may present a plan of action for moving the vessel to a place where the vessel can be lawfully kept. If the notice given under section 4 of this 2013 Act indicates that the enforcement agency proposes to seize a vessel by reason of being a derelict vessel, and the owner of a vessel requests a pre-seizure hearing under section 4 (5) of this 2013 Act, the owner may present a plan of action for remedying the problems identified in the notice. If the hearing officer approves the plan of action, the hearing officer by order may establish a time for moving the vessel, or remedying the problems, that is later than the time specified in the notice. If the hearing officer issues an order under this subsection, and the owner fails to move the vessel, or to remedy the problems, within the time allowed, the enforcement agency may seize the vessel and take such other action authorized under sections 2 to 12 of this 2013 Act without further notice to the owner or opportunity for hearing except:

(a) Giving post-seizure notice under section 6 of this 2013 Act; and

(b) If the owner requests a hearing under section 4 (5) of this 2013 Act, allowing the owner to challenge the reasonableness of salvage, towing or storage costs as provided under section 6 (5) of this 2013 Act.

(7) If the owner of a vessel requests a post-seizure hearing under section 6 (4) of this 2013 Act to challenge the reasonableness of costs incurred by the enforcement agency in salvaging, towing or storage of the vessel, costs that were incurred in compliance with laws, ordinances or rules establishing allowable costs for those purposes are reasonable as a matter of law.

(8) If an enforcement agency determines after a hearing under this section that seizure of the vessel is not warranted under the law, the enforcement agency shall immediately release custody of the vessel to the owner who requested the hearing and may not charge the owner any costs incurred by the agency in salvaging, towing or storage of the vessel.

(9) If an enforcement agency determines after a hearing under this section that seizure of the vessel is warranted, the enforcement agency



shall seize the vessel if the vessel has not already been seized and dispose of the vessel as provided in section 9 of this 2013 Act.

(10) An enforcement agency shall mail a written statement of the enforcement agency's determination to all owners who requested a hearing under this section.

(11) The hearing officer at a hearing under this section may be an officer, official or employee of the enforcement agency but may not have participated in any determination or investigation related to seizure of the vessel that is the subject of the hearing.

(12) If the enforcement agency conducting a hearing under this section is a state agency, the determination of the enforcement agency is an order other than a contested case and is subject to review under ORS 183.484. If the enforcement agency conducting a hearing under this section is not a state agency, judicial review of the order is as provided in ORS 34.010 to 34.100.

**SECTION 8. Liability for costs of salvage, towing and storage.** (1) Except as otherwise provided in sections 2 to 12 of this 2013 Act, the owner of an abandoned vessel or a derelict vessel is liable to an enforcement agency for all costs arising out of salvage, towing, storage and disposal of a vessel seized under sections 2 to 12 of this 2013 Act. Any order imposing liability for those costs is subject to judicial review as provided in section 7 (12) of this 2013 Act.

(2) If an enforcement agency sells a vessel seized under sections 2 to 12 of this 2013 Act, the liability imposed under this section shall be reduced by the net proceeds of the sale.

(3) Except for costs of reclaiming a vessel under section 9 (1) of this 2013 Act, an owner of a vessel whose only interest in the vessel is a security interest is not liable for costs arising out of salvage, towing, storage and disposal of a vessel under sections 2 to 12 of this 2013 Act.

**SECTION 9. Reclamation of seized vessels.**

(1) At any time before the date specified in the notice given pursuant to section 6 (2) of this 2013 Act, any owner may reclaim the vessel by:

(a) Paying all costs incurred by the enforcement agency in salvaging, towing and storing the vessel; and

(b) Establishing to the satisfaction of the enforcement agency that the owner is able to move the vessel to a place where the vessel can be lawfully kept.

(2) If a vessel seized under sections 2 to 12 of this 2013 Act is not reclaimed in the manner provided by this section, title to the vessel and all personal property found in the vessel vests in the enforcement agency, and the enforcement agency may sell or otherwise dispose of the vessel and the property.

**NOTE:** Section 10 was deleted by amendment. Subsequent sections were not renumbered.

**SECTION 11. Use of contractor.** An enforcement agency may enter into a contract with any person to carry out the provisions of sections 2 to 12 of this 2013 Act on behalf of the enforcement agency.

**SECTION 12. Offenses.** (1) A person commits the offense of failure to remove an abandoned vessel if the person is the owner of an abandoned vessel and, after notice is given under section 4 of this 2013 Act, the person fails to move the vessel to a place where the vessel can be lawfully kept within the time specified in the notice, or within the time allowed under an order issued under section 7 (6) of this 2013 Act.

(2) A person commits the offense of possession of a derelict vessel if the person is the owner of a derelict vessel and, after notice is given under section 4 of this 2013 Act, the person fails to remedy the problems identified in the notice within the time specified in the notice, or within the time allowed under an order issued under section 7 (6) of this 2013 Act.

(3) An owner of a vessel does not violate this section if the owner's only interest in the vessel is a security interest.

**SECTION 13.** ORS 830.926 is amended to read:

830.926. [(1) *The Abandoned Boat Removal and Cleanup Subaccount is established within the Boating Safety, Law Enforcement and Facility Account. The subaccount shall consist of moneys deposited into the subaccount by the State Marine Board from fees collected pursuant to ORS 830.790 and 830.850. The moneys in the subaccount are continuously appropriated to the board for the purposes specified in this section.*]

[(2) *The board may not deposit more than \$150,000 per biennium into the subaccount and may not retain more than \$150,000 in the subaccount at any time. After the board has deposited \$150,000 into the subaccount under this subsection or any time there is more than \$150,000 in the subaccount, any remaining moneys from fees collected pursuant to ORS 830.790 and 830.850 shall be deposited in the Boating Safety, Law Enforcement and Facility Account created under ORS 830.140.*]

[(3) *If the board or a removing authority has been unsuccessful in collecting reimbursement for removal from the water and cleanup expenses from an owner of an abandoned boat, floating home or boathouse that imposes an environmental threat or safety hazard to navigation, or the owner's insurance, the board may use the moneys in the subaccount for:*]

[(a) *Paying the expenses of the board in implementing ORS 830.907 to 830.927, limited to the expenses associated with the removal and cleanup of an abandoned boat of less than 200 gross tons, an abandoned floating home or an abandoned boathouse; or*]

[(b) *Paying a removing authority for no more than 75 percent of the costs of the removal and cleanup of an abandoned boat of less than 200 gross tons, an*

*abandoned floating home or an abandoned boathouse, including any salvage, towing, storage or disposal costs.]*

(1) The Salvaged Vessel Subaccount is established within the Boating Safety, Law Enforcement and Facility Account created under ORS 830.140. The subaccount shall consist of moneys deposited into the subaccount by the State Marine Board from fees collected pursuant to ORS 830.790 and 830.850. The moneys in the subaccount are continuously appropriated to the board for the purposes specified in this section.

(2) The board may not deposit more than \$150,000 per biennium into the Salvaged Vessel Subaccount and may not retain more than \$150,000 in the subaccount at any time. After the board has deposited \$150,000 into the subaccount under this subsection or any time there is more than \$150,000 in the subaccount, any remaining moneys from fees collected pursuant to ORS 830.790 and 830.850 shall be deposited in the Boating Safety, Law Enforcement and Facility Account.

(3) The board may use the moneys in the Salvaged Vessel Subaccount to pay the expenses of the board in implementing sections 2 to 12 of this 2013 Act that are associated with the salvage, towing, storage and disposal of:

(a) Vessels other than boats that are abandoned vessels or derelict vessels; and

(b) Vessels that are boats of less than 200 gross tons.

(4) The board may use the moneys in the Salvaged Vessel Subaccount to pay an enforcement agency for no more than 90 percent of the costs of salvage, towing, storage and cleanup of an abandoned vessel or a derelict vessel that has or had a certificate under ORS 830.770 or 830.775 and that is:

(a) A boat of less than 200 gross tons; or

(b) Any other abandoned vessel or derelict vessel that is not a boat.

(5) The board may use the moneys in the Salvaged Vessel Subaccount to pay an enforcement agency for no more than 75 percent of the costs of salvage, towing, storage and cleanup of an abandoned vessel or a derelict vessel that has never had a certificate under ORS 830.770 or 830.775 and that is:

(a) A boat of less than 200 gross tons; or

(b) Any other abandoned vessel or derelict vessel that is not a boat.

(6) The board may reimburse an enforcement agency under subsection (4) or (5) of this section for costs associated with an abandoned vessel or a derelict vessel only if the enforcement agency complied with sections 2 to 12 of this 2013 Act in seizing the vessel.

(7) The board may use the moneys in the Salvaged Vessel Subaccount to award grants to the state, a city, a county, a water improvement district, a park and recreation district or a port

as provided in ORS 830.150 for the disposal of a vessel that has or had a certificate under ORS 830.770 or 830.775 and that the owner has surrendered to an accepting public agency if:

(a) The public agency has determined that the vessel was in danger of being an abandoned vessel or a derelict vessel and was likely to cause damage to the environment or become a hazard to navigation; and

(b) The decision to accept the vessel was based solely on the public agency's determination under paragraph (a) of this subsection.

(8) The board may recover payments made from the Salvaged Vessel Subaccount from an owner of a vessel who is liable for the costs of salvage, towing, storage and disposal under section 8 of this 2013 Act. The board shall deposit all funds recovered under this section into the subaccount in accordance with the provisions of subsection (2) of this section.

**SECTION 14.** The Salvaged Vessel Subaccount is a continuation of the Abandoned Boat Removal and Cleanup Subaccount established by ORS 830.926. Moneys contained in the Abandoned Boat Removal and Cleanup Subaccount on the effective date of this 2013 Act are considered to be moneys in the Salvaged Vessel Subaccount.

**SECTION 15.** ORS 830.926 is added to and made a part of sections 2 to 12 of this 2013 Act.

**SECTION 16.** ORS 830.907, 830.909, 830.912, 830.914, 830.917, 830.919, 830.922, 830.924 and 830.927 are repealed.

**SECTION 17.** ORS 830.990 is amended to read: 830.990. (1)(a) Violation of ORS 830.565 by a person operating a manually propelled boat is a Class D violation. Notwithstanding ORS 153.019, the presumptive fine for a violation of ORS 830.565 is \$30.

(b) Violation of ORS 830.565 by a person operating a motorboat is punishable as a Class D violation. Notwithstanding ORS 153.019, the presumptive fine for a violation of ORS 830.565 is \$50.

(2) A person who violates ORS 830.050, 830.088, 830.090, 830.092, 830.094, 830.230, 830.415, 830.710, 830.720, 830.770, 830.780, 830.810, 830.850 or 830.855, or rules adopted to carry out the purposes of those statutes, commits a Class D violation.

(3) A person who violates ORS 830.220, 830.240, 830.245, 830.250, 830.375, 830.475 (4), 830.480, 830.785, 830.805 or 830.825, or rules adopted to carry out the purposes of those statutes, commits a Class C violation.

(4) A person who violates ORS 830.110, 830.175, 830.180, 830.185, 830.195, 830.210, 830.215, 830.225, 830.235, 830.260, 830.300, 830.315 (2) and (3), 830.335, 830.340, 830.345, 830.350, 830.355, 830.360, 830.362, 830.365, 830.370, 830.410, 830.420, 830.495, 830.560, 830.775, 830.795 or 830.830, or rules adopted to carry



out the purposes of those statutes, commits a Class B violation.

(5) A person who violates ORS 830.305 or 830.390, or rules adopted to carry out the purposes of those statutes, commits a Class A violation.

(6) A person who violates ORS 830.383 or 830.909 commits a Class B misdemeanor.

(7) A person who violates ORS 830.035 (2), 830.053, 830.315 (1), 830.325, 830.475 (1), 830.730 or 830.955 (1) commits a Class A misdemeanor.

(8) A person who violates ORS 830.475 (2) commits a Class C felony.

**(9) A person who violates section 12 of this 2013 Act commits a Class A violation.**

**SECTION 18. Sections 2 to 12 of this 2013 Act, the amendments to ORS 830.926 and 830.990 by sections 13 and 17 of this 2013 Act, and the repeal of ORS 830.907, 830.909, 830.912, 830.914, 830.917, 830.919, 830.922, 830.924 and 830.927 by section 16 of this 2013 Act apply only to the seizure of vessels on or after the effective date of this 2013 Act. Vessels that were seized before the effective date of this 2013 Act shall continue to be governed by ORS 830.907 to 830.927 and 830.990, as in effect immediately before the effective date of this 2013 Act.**

**SECTION 19.** ORS 466.605 is amended to read: 466.605. As used in ORS 466.605 to 466.680 and 466.990 (3) and (4):

(1) "Barrel" means 42 U.S. gallons at 60 degrees Fahrenheit.

(2) "Cleanup" means the containment, collection, removal, treatment or disposal of oil or hazardous material; site restoration; and any investigations, monitoring, surveys, testing and other information gathering required or conducted by the Department of Environmental Quality.

(3) "Cleanup costs" means all costs associated with the cleanup of a spill or release incurred by the state, its political subdivision or any person with written approval from the department when implementing ORS 466.205, 466.605 to 466.680, 466.990 (3) and (4) and 466.995 (2) or 468B.320.

(4) "Commission" means the Environmental Quality Commission.

(5) "Department" means the Department of Environmental Quality.

(6) "Director" means the Director of the Department of Environmental Quality.

(7) "Hazardous material" means one of the following:

(a) A material designated by the commission under ORS 466.630.

(b) Hazardous waste as defined in ORS 466.005.

(c) Radioactive waste as defined in ORS 469.300, radioactive material identified by the Energy Facility Siting Council under ORS 469.605 and radioactive substances as defined in ORS 453.005.

(d) Communicable disease agents as regulated by the Oregon Health Authority under ORS 431.035 to 431.530, 433.001 to 433.045 and 433.110 to 433.770.

(e) Hazardous substances designated by the United States Environmental Protection Agency under section 311 of the Federal Water Pollution Control Act, P.L. 92-500, as amended.

(8) "Oils" or "oil" includes gasoline, crude oil, fuel oil, diesel oil, lubricating oil, sludge, oil refuse and any other petroleum related product.

(9) "Person" means an individual, trust, firm, joint stock company, corporation, partnership, association, municipal corporation, political subdivision, interstate body, the state and any agency or commission thereof and the federal government and any agency thereof.

(10) "Reportable quantity" means one of the following:

(a) A quantity designated by the commission under ORS 466.625.

(b) The lesser of:

(A) The quantity designated for hazardous substances by the United States Environmental Protection Agency pursuant to section 311 of the Federal Water Pollution Control Act, P.L. 92-500, as amended;

(B) The quantity designated for hazardous waste under ORS 466.005 to 466.385, 466.990 (1) and (2) and 466.992;

(C) Any quantity of radioactive material, radioactive substance or radioactive waste;

(D) If spilled into waters of the state, or escape into waters of the state is likely, any quantity of oil that would produce a visible oily slick, oily solids, or coat aquatic life, habitat or property with oil, but excluding normal discharges from properly operating marine engines; or

(E) If spilled on land, any quantity of oil over one barrel.

(c) Ten pounds unless otherwise designated by the commission under ORS 466.625.

(11) "Respond" or "response" means:

(a) Actions taken to monitor, assess and evaluate a spill or release or threatened spill or release of oil or hazardous material;

(b) First aid, rescue or medical services, and fire suppression; or

(c) Containment or other actions appropriate to prevent, minimize or mitigate damage to the public health, safety, welfare or the environment which may result from a spill or release or threatened spill or release if action is not taken.

(12) "Spill or release" means the discharge, deposit, injection, dumping, spilling, emitting, releasing, leaking or placing of any oil or hazardous material into the air or into or on any land or waters of the state, as defined in ORS 468B.005, except as authorized by a permit issued under ORS chapter 454, 459, 459A, 468, 468A, 468B or 469, ORS 466.005 to 466.385, 466.990 (1) and (2) or 466.992 or federal law or while being stored or used for its intended purpose.

[(13) "Threatened spill or release" means oil or hazardous material is likely to escape or be carried into the air or into or on any land or waters of the state.]

(13) **"Threatened spill or release"** means oil or hazardous material is likely to escape or be carried into the air or into or on any land or waters of the state, including from a ship as defined in ORS 468B.300 that is in imminent danger of sinking.

**SECTION 20.** ORS 468B.300 is amended to read: 468B.300. As used in ORS 468.020, 468.095, 468.140 (3) and 468B.300 to 468B.500:

(1) "Bulk" means material stored or transported in loose, unpackaged liquid, powder or granular form capable of being conveyed by a pipe, bucket, chute or belt system.

(2) "Cargo vessel" means a self-propelled ship in commerce, other than a tank vessel, of 300 gross tons or more. "Cargo vessel" does not include a vessel used solely for commercial fish harvesting.

(3) "Commercial fish harvesting" means taking food fish with any gear unlawful for angling under ORS 506.006, or taking food fish in excess of the limits permitted for personal use, or taking food fish with the intent of disposing of such food fish or parts thereof for profit, or by sale, barter or trade, in commercial channels.

(4) "Contingency plan" means an oil spill prevention and emergency response plan required under ORS 468B.345.

(5) "Covered vessel" means a tank vessel, cargo vessel, passenger vessel or dredge vessel.

(6) "Damages" includes damages, costs, losses, penalties or attorney fees of any kind for which liability may exist under the laws of this state resulting from, arising out of or related to the discharge or threatened discharge of oil.

(7) "Discharge" means any emission other than natural seepage of oil, whether intentional or unintentional. "Discharge" includes but is not limited to spilling, leaking, pumping, pouring, emitting, emptying or dumping oil.

(8) "Dredge vessel" means a self-propelled vessel of 300 or more gross tons that is equipped for regularly engaging in dredging of submerged and submersible lands.

(9) "Exploration facility" means a platform, vessel or other offshore facility used to explore for oil in the navigable waters of the state. "Exploration facility" does not include platforms or vessels used for stratigraphic drilling or other operations that are not authorized or intended to drill to a producing formation.

(10) "Facility" means a pipeline or any structure, group of structures, equipment or device, other than a vessel located on or near navigable waters of a state, that is used for producing, storing, handling, transferring, processing or transporting oil in bulk and that is capable of storing or transporting 10,000 or more gallons of oil. "Facility" does not include:

(a) A railroad car, motor vehicle or other rolling stock while transporting oil over the highways or rail lines of this state;

(b) An underground storage tank regulated by the Department of Environmental Quality or a local

government under ORS 466.706 to 466.882 and 466.994; or

(c) Any structure, group of structures, equipment or device, other than a vessel located on or near navigable waters of a state, that is used for producing, storing, handling, transferring, processing or transporting oil in bulk and that is capable of storing or transporting 10,000 or more gallons of oil but does not receive oil from tank vessels, barges or pipelines.

(11) "Federal on-scene coordinator" means the federal official predesignated by the United States Environmental Protection Agency or the United States Coast Guard to coordinate and direct federal responses or the official designated by the lead agency to coordinate and direct removal under the National Contingency Plan.

(12) "Hazardous material" has the meaning given that term in ORS 466.605.

(13) "Maritime association" means an association or cooperative of marine terminals, facilities, vessel owners, vessel operators, vessel agents or other maritime industry groups, that provides oil spill response planning and spill related communications services within the state.

(14) "Maximum probable spill" means the maximum probable spill for a vessel operating in the navigable waters of the state considering the history of spills of vessels of the same class operating on the west coast of the United States.

(15) "Navigable waters" means the Columbia River, the Willamette River up to Willamette Falls, the Pacific Ocean and estuaries to the head of tidewater.

(16) "National Contingency Plan" means the plan prepared and published under section 311(d) of the Federal Water Pollution Control Act, 33 U.S.C. 1321(d), as amended by the Oil Pollution Act of 1990 (P.L. 101-380).

(17) "Offshore facility" means any facility located in, on or under any of the navigable waters of the state.

(18) "Oils" or "oil" means oil, including gasoline, crude oil, fuel oil, diesel oil, lubricating oil, sludge, oil refuse and any other petroleum related product and liquefied natural gas.

(19) "Onshore facility" means any facility located in, on or under any land of the state, other than submerged land, that, because of its location, could reasonably be expected to cause substantial harm to the environment by discharging oil into or on the navigable waters of the state or adjoining shorelines.

(20) "Passenger vessel" means a ship of 300 or more gross tons carrying passengers for compensation.

(21) "Person" has the meaning given the term in ORS 468.005.

(22) "Person having control over oil" includes but is not limited to any person using, storing or transporting oil immediately prior to entry of such oil into the navigable waters of the state, and shall specifically include carriers and bailees of such oil.

(23) "Pipeline" means a facility, including piping, compressors, pump stations and storage tanks, used to transport oil between facilities or between facilities and tank vessels.

(24) "Region of operation" with respect to the holder of a contingency plan means the area where the operations of the holder that require a contingency plan are located.

(25) "Removal costs" means the costs of removal that are incurred after a discharge of oil has occurred or, in any case in which there is a substantial threat of a discharge of oil, the costs to prevent, minimize or mitigate oil pollution from the incident.

(26) "Responsible party" has the meaning given under section 1001 of the Oil Pollution Act of 1990 (P.L. 101-380).

(27) "Ship" means any boat, ship, vessel, barge or other floating craft of any kind.

(28)(a) "State on-scene coordinator" means the state official appointed by the Department of Environmental Quality to represent the department and the State of Oregon in response to an oil or hazardous material spill or release or threatened spill or release and to coordinate cleanup response with state and local agencies.

(b) For purposes of this subsection:

(A) "Spill or release" means the discharge, deposit, injection, dumping, spilling, emitting, releasing, leaking or placing of any oil or hazardous material into the air or into or on any land or waters of this state except as authorized by a permit issued under ORS chapter 454, 459, 459A, 468, 468A, 468B or 469 or ORS 466.005 to 466.385, 466.990 (1) and (2) or 466.992 or federal law, or except when being stored or used for its intended purpose.

(B) "Threatened spill or release" means that oil or hazardous material is likely to escape or be carried into the air or into or on any land or waters of this state.]

(B) "Threatened spill or release" means oil or hazardous material is likely to escape or be carried into the air or into or on any land or waters of the state, including from a ship as defined in this section that is in imminent danger of sinking.

(29) "Tank vessel" means a ship that is constructed or adapted to carry oil in bulk as cargo or cargo residue. "Tank vessel" does not include:

(a) A vessel carrying oil in drums, barrels or other packages;

(b) A vessel carrying oil as fuel or stores for that vessel; or

(c) An oil spill response barge or vessel.

(30) "Worst case spill" means:

(a) In the case of a vessel, a spill of the entire cargo and fuel of the tank vessel complicated by adverse weather conditions; and

(b) In the case of an onshore or offshore facility, the largest foreseeable spill in adverse weather conditions.

**SECTION 21.** ORS 468B.325 is amended to read:

468B.325. (1) The Director of the Department of Environmental Quality shall have the power to enter upon any public or private property, premises, ship or place for the purpose of **investigating**, controlling, collecting, removing, treating, containing or dispersing a **spill or release or threatened spill or release of oil or hazardous material** [*which reasonably appears to the director to threaten imminent and unlawful entry into the waters of the state, when the person responsible for an oil spill or an owner of property on which oil has been spilled fails to act to restrain or to remove the oil*].

(2) **The director may enter upon a ship under this section based on a threatened spill or release of oil or hazardous material only if the director has documented facts supporting the director's belief that the ship represents a threat for the spill or release of oil or hazardous material.**

[(2)] (3) Damages, other than those caused by the **spill or release or threatened spill or release of oil [spill] or hazardous material**, suffered from the actions of the director pursuant to subsection (1) of this section [*shall be*] are the responsibility of the state.

**SECTION 22.** The section captions used in this 2013 Act are provided only for the convenience of the reader and do not become part of the statutory law of this state or express any legislative intent in the enactment of this 2013 Act.

Approved by the Governor July 29, 2013  
Filed in the office of Secretary of State July 30, 2013  
Effective date January 1, 2014



General Q&A information on surety bonds from Google search:

### **What does surety bond mean?**

A surety bond is a **promise to be liable for the debt, default, or failure of another**. It is a three-party contract by which one party (the surety) guarantees the performance or obligations of a second party (the principal) to a third party (the obligee).

### **How do surety bonds work?**

Surety bonds provide financial guarantees that contracts and other business deals will be completed according to mutual **terms**. Surety bonds protect consumers and government entities from fraud and malpractice. When a principal breaks a bond's terms, the harmed party can make a claim on the bond to recover losses.

### **What is a surety bond Why is it required?**

Surety bonds guarantee that suppliers can meet financial obligations when contracted performance targets are missed.

### **How much does a \$10000 surety bond cost?**

On average, the cost for a surety bond falls somewhere between 1% and 15% of the bond amount. That means you may be charged **between \$100 and \$1,500** to buy a \$10,000 bond policy. Most premium amounts are based on your application and credit health, but there are some bond policies that are written freely.

### **Is a surety bond the same as insurance?**

The surety bond covers the municipality against financial harm, but **it is not insurance**. If a subcontract issues a claim against that payment bond, the contractor who purchased the bond must repay the surety for any damages paid out. The surety bond provides protection for the obligee, or the project owner.

### **What is an example of a surety bond?**

These bond types are also referred to as "commercial bonds" or "business bonds." Examples of license and permit surety bonds include **auto dealer bonds, mortgage broker bonds, and collection agency bonds**.

### **What is the primary difference between being insured and being bonded?**

Being bonded means you have purchased a surety bond that offers limited guarantees to clients. Being insured means that you have **an insurance policy that protects against accidents and liabilities**, often with greater limits than bonds.

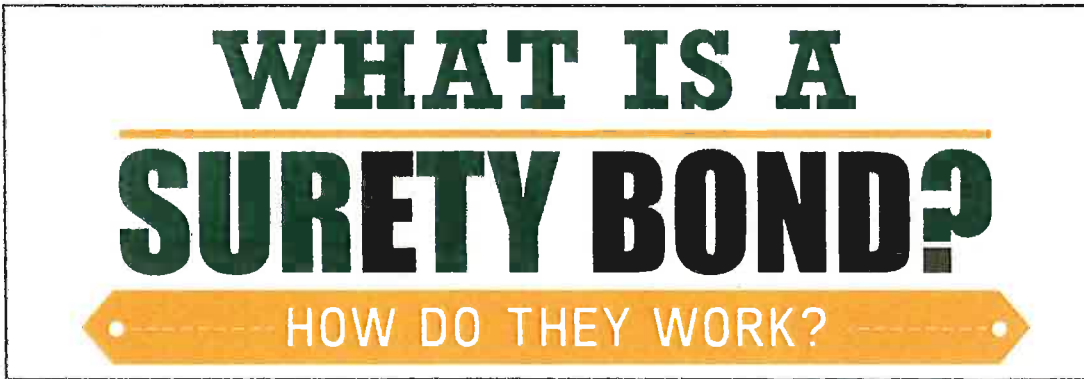
### **What are the two common types of surety bonds?**

Types of Surety Bonds

- License bonds. The most common type of surety bonds that are required from individuals and businesses are license and permit bonds, also known as commercial bonds. ...
- Contract bonds. The second most popular type of surety bonds are contract bonds. ...
- Court bonds.

# What is a Surety Bond?

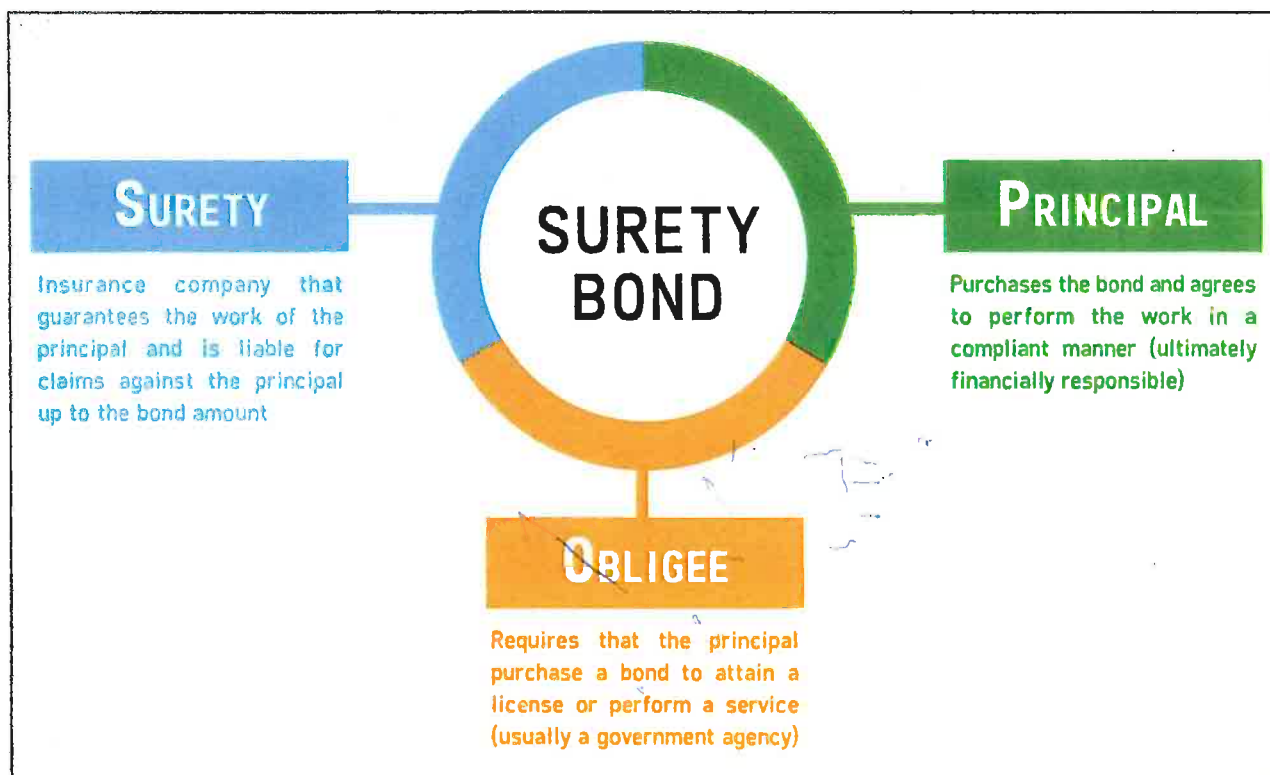
Learn the surety bond basics with an easy-to-read overview of surety. You'll be an expert in no time!



## What Does a Surety Bond Mean?

A surety bond (pronounced "shur-ih-tee bond") can be defined in its simplest form as a written agreement to guarantee compliance, payment, or performance of an act. Surety is a unique type of insurance because it involves a three-party agreement. The three parties in a surety agreement are:

- **Principal** – the party that purchases the bond and undertakes an obligation to perform an act as promised.
- **Surety** – the insurance company or surety company that guarantees the obligation will be performed. If the principal fails to perform the act as promised, the surety is contractually liable for losses sustained.
- **Obligee** (pronounced obb-li-jee) - the party who requires, and often receives the benefit of— the surety bond. For most surety bonds, the obligee is a local, state or federal government organization.





## Surety Bond Need to Know

In practice, surety bonds can have several variations to their definition, meaning, and purpose depending on the specific bond requirement. There are [thousands of different types of surety bonds across the country](#). Some surety bonds provide coverage for, or ensure compliance with, local, state, or federal licensing and permit requirements. Other surety bonds guarantee payment of tax or other financial obligations. These bonds are referred to as "strict financial guarantee" bonds and often times are more expensive due to inherent risk of guaranteeing a payment as opposed to a compliance requirement.

Another common type of surety bond called is referred to as a [contract bond](#). These surety bonds provide a guarantee that contractors complete construction projects in accordance with specifications and make all required payments to subcontractors and suppliers. Contractors engaged in a variety of both government contracts and private sector work must secure contract bonds as required by project owners.

Most surety bonds are issued for a set term (usually 1, 2, or 3 years) or they are issued as "continuous" bonds. A continuous bond simply means that the bond form is written so the bond is in force until cancelled by the surety company. Many [state contractor license](#) and [auto dealer bonds](#) are written as continuous bonds.

Commercial license and permit bonds have a statutory amount (coverage) that usually ranges from \$5,000 to \$100,000. Contract surety bonds typically range from about \$50,000 to several million dollars based on the size of the construction project to be bonded. States with the most surety bond requirements include California, Florida, and Texas.

The official surety bond documents typically include a one or two page "bond form". This is the actual bond contract and includes information on the bonded company or individual, owners, the surety company, and the surety agent. It also outlines the obligation associated with the bond. The bond form is typically signed by the principal(s) and made official by inclusion of the surety company's official seal and signature of the attorney-in-fact. A power of attorney will also accompany the official bond form.



## Who Buys Surety Bonds?

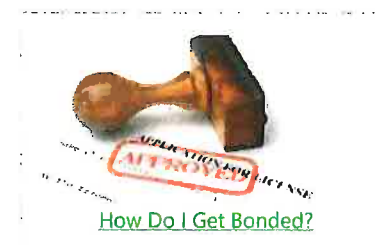
Surety bonds are purchased by a wide variety of businesses and individuals across the country. In most cases, surety bonds are purchased to satisfy occupational licensing requirements set out by a federal, state or local government authority. This requiring party is referred to as the "obligee" and each obligee has a unique bond form outlining the terms of the bond contract and often times referencing state laws and statutes detailing the terms of the bond. These contracts reference state laws and statutes detailing the terms of the bond.

Surety bonds are required in all states to guarantee compliance and financials terms associated with a license or permit across a wide variety of industries and professions. A business demonstrates its commitment to financial responsibility and commitment to ethical business practices with a surety bond. Common surety bonds required to obtain a professional license include:

- [Construction contractors surety bonds](#)
- [Auto dealer license surety bonds](#)
- [Public insurance adjuster license surety bonds](#)
- [Credit repair service/provider license surety bonds](#)
- [Private investigator license surety bonds](#)
- [Mortgage broker or loan originator license surety bonds](#)
- Many other types of [professional license surety bonds](#)

## How does the Surety Bonding Process Work?

Most people and businesses have no idea what a surety bond is until they are told that they need to post a surety bond. Once you are informed that you or your business must furnish a surety bond, it is a good idea to do some online research on the specific bond requirement. You should also start by contacting an agency that specializes in providing surety bonds. These agencies are knowledgeable about the various requirements, they typically work with reputable A-rated surety bond companies, offer competitive pricing and can guide you through the process of securing your surety bond.



As part of the surety bond application, the applicant will usually need to provide basic information on the business and its owners such as names, addresses, and years in business. The application information may also

include employer identification numbers, social security numbers, and occupational license numbers so underwriters can review personal and business credit history. In some cases business and/or personal financials may also be requested by the surety company.

There are two other techniques that are commonly used to strengthen a surety bond application and help secure an approval or [get a lower premium](#). These are the use of collateral or co-signers. Collateral in the form of cash or an irrevocable letter of credit from a bank can be deposited with the carrier to be drawn upon in the event of a claim. Similarly, a co-signer with a superior credit history to the owners may allow an underwriter to offer a lower rate for the surety bond.

Once the application has been reviewed (either electronically or by surety company underwriters), the submission will be given a risk category and a corresponding premium will be assigned based on the surety company's applicable rate filings. The premium is the price that the applicant will pay for the bond for the designated term.

## How Long Does it Take to Get a Surety Bond?



[Getting a surety bond](#) is typically a quick and painless process. Frequently, applicants can be approved the same day and receive the surety bond the next day. Some bonding companies have simple user friendly online quote request forms that only take a few minutes to complete. An applicant will typically need to be prepared to provide basic information about the bond required, the business, personal information such as name, address, and social security.

Much of the underwriting is automated to allow for rapid approvals and pricing. In some cases, additional information may be required of the applicant but this information can usually be sent to the agent electronically.

The only place that you may need to wait is when submitting your bond to the obligee if they require submission of the bond and your application documents in person.

## Who Does a Surety Bond Protect?

Unlike most insurance policies, surety bonds do not protect (or provide coverage to) the owner of the policy (the bond). A surety bond is typically written to protect, indemnify, or provide a financial guarantee to third parties such as customers, suppliers or state taxpayers. If [one of these parties is damaged financially by the principal's violation of bonding terms and conditions](#) then a claim may be filed against the bond. The claim is then investigated by the obligee and if determined to be valid, the insurance company and the principal are typically liable for any damages up to full amount of the bond. The surety company has agreed to undertake the risk in exchange for a premium paid by the principal.

## Which Surety Bond Do I Need?

Surety Bonds Direct offers thousands of [different types of surety bonds](#), so it's important to ensure that your business has the right one. In most cases, the obligee (the party that requires your business to obtain the surety bond) will specify the details of the bond you need. This information will include the bond type, bond amount, and any other specific requirements the obligee may impose.

However, surety bond requirements also vary greatly by state. [Click to find surety bonds in your state.](#)

## How Much Does a Surety Bond Cost?

The premium that a business will pay for a surety bond is a percentage of the bond's coverage amount. The final amount of the premium is determined by several factors, including:

- The coverage amount required by the bond
- The type of surety bond
- The applicant's credit score
- The applicant's financial history

For more information on what you can expect to pay for a surety bond, see [Surety Bond Costs Explained](#), or use our free [Surety Bond Cost Calculator](#) to calculate your premium. And don't forget that credit problems don't have to prevent your business from getting a surety bond—see [How to Get a Surety Bond with Bad Credit](#) for more information.



[How Much Does a Surety Bond Cost?](#)

## Common Surety Bond Questions

Many of our customers have questions about surety bonds, such as:

- Can I get a [surety bond for my new business](#) through Surety Bonds Direct?
- How can I [get a surety bond with bad credit](#)?
- Can I get [surety bond premium financing](#) to make my premiums more affordable?
- What's the best way to [choose a surety bond company](#)?

We answer all of these questions and more in our [Surety Bonds FAQ](#).

## History of Surety Bonds

A Mesopotamian tablet dating back to about 2750 BC is believed to be the [first use of surety](#). Over the next several hundreds of years, evidence of the use of various forms of surety and surety bonds exists in Rome, Persia, Babylon and Medieval England. Corporate uses of surety bonds are first known to have existed in the United States and England in the mid-1800s. The Heard Act (later replaced by the [Miller Act](#)) was passed in the United States in 1894 requiring that surety bonds be posted to guarantee performance of contractual duties for all construction projects involving federal funding.

### [What is a Surety Bond Infographic](#)



March 31, 2020



Interested in a Fast, Fair Quote for Your Bond?

[Get a Free Quote »](#)

Or Call a Bond Specialist  
[1-800-608-9950](tel:1-800-608-9950)

- [Get a Free Quote »](#)
- [Bond Price Calculator](#)
- [Surety Bond Glossary](#)

## INFORMATION ITEM – C

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**DATE:** February 24, 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 the revisions to strengthen the agreement for abandon vessels, changing ownership and adding a guarantor for corporate owner/operator.
- Port legal counsel has also reviewed the Port Ordinance. There are provisions of the Ordinance's that rely upon types of liens and foreclosures that apply to non-maritime chattels and automobile repair liens that really are not applicable to vessels.
- Once we have completed the ordinance review, we will provide legal counsel recommendations to improve the ordinance on vessel abandonment and federally documented vessels.

### DOCUMENTS

- Moorage License Agreement (redlined revisions), 6 pages





**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:**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 Cell Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 Email: \_\_\_\_\_

**BOAT OPERATOR:**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Driver's License Verification:     Yes     No  
 Commercial Fishing License:     Yes     No     N/A  
 Proof of Ownership: Bill of Sale or Registration/Title

**GUARANTOR FOR CORPORATE OWNER/OPERATOR**

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: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**INSURANCE INFORMATION:**

Insurance Co.: \_\_\_\_\_  
 Policy #: \_\_\_\_\_  
 Exp. Date: \_\_\_\_\_

**BOAT INFORMATION:**

Boat Name \_\_\_\_\_  
 Reg / Doc #: \_\_\_\_\_  
 Length Overall: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_  
 Year: \_\_\_\_\_ Make: \_\_\_\_\_

Check all that apply:     Sail     Inboard     Outboard

Other: \_\_\_\_\_  
 Recreational     Commercial     Charter

**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  
Representative:

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Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

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Guarantor(s) for Corporate Owner/Operator

Signature \_\_\_\_\_ Date \_\_\_\_\_

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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.
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 vessels 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.

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.
- 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

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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.

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.

# INFORMATION ITEM – D

**DATE:** February 24, 2022  
**RE:** Port Rates July 1, 2022 to June 30, 2023  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

## OVERVIEW

- Every year about this time the Port reviews the current rates and proposes new rates based on economic and other related factors. Usually, Port staff reviews the annual CPI for all West Urban Consumers for one of the factors of the rate increases. Most Port leases have built within them an annual CPI increase. Some leases have flat rate increases every five years. Keeping our lease rates equal, we typically raise the base lease rates by the annual CPI amount.
- Last year rates were increased by the annual CPI of 1.7% to Section 1 Service Rates, Section 3 Moorages and Section 6 Commercial / Retail Leases.
- Per Resolution No. 444 Dredging Surcharge, approved June 17, 2014, the Port may add 2% to the standard rate increase of 5% at the discretion of the Port Manager on an annual basis.
- The annual CPI for all West Urban Consumers for 2021 is 4.5% per the U.S. Bureau of Labor Statistics.

- Below is a comparison of Port of Brookings Harbor 2021 rates to other similar ports in Oregon (including Crescent City since the Port is close and of similar size):

### Recreational Vessels – Annual 30-foot and above per foot

POBH	Charleston	Salmon Harbor	Astoria*	Newport	Crescent City, CA
48.45	63.72	56.17	45.00	82.05	41.00
			26.00*		

\* Astoria rates do not include electricity, monthly rate for 30amp \$65\* and 50amp \$100. This amount would add approximately \$26 per foot.

### Commercial Vessels – Annual 30-foot and above per foot

POBH	Charleston	Salmon Harbor	Astoria*	Newport	Crescent City, CA
39.79	63.72	61.33	45.00	63.89	63.00
			38.00*		

\* Astoria rates do not include electricity, monthly rate for 30amp \$95\* and 50amp \$125. This amount would add approximately \$38 per foot.

### Gear Storage per square foot per month:

POBH	Charleston	Salmon Harbor	Astoria	Newport	Crescent City, CA
0.06	0.20			0.32	



Boat & Trailer Storage per month

POBH	Charleston	Salmon Harbor	Astoria	Newport*	Crescent City, CA
61.00	74.79			10.06	

\*Newport, per night, 10 days limit.

Annual Boat Launch

Discounts	POBH	Charleston	Salmon Harbor	Astoria	Newport	Crescent City, CA
Normal rate	150.00	67.00	60.00		167.92	
Resident					117.50	
Oregon Senior (65+)			35.00			
Resident Senior (60+)					80.00	
Non-Resident Senior (60+)					142.72	
Military Veterans, disabled, retired or active					80.00	
Oregon Veterans disabled			35.00			

Fuel Surcharge per Gallon

POBH	Charleston	Salmon Harbor	Astoria	Newport	Crescent City, CA
0.06	0.05			0.05	

- Below is a narrative of Port of Brookings Harbor maintenance costs:
- Google search for a rule of thumb maintenance costs:
  - A rule of thumb is to set aside 1%-4% of your home's value for a home maintenance fund. For example, for a home valued at \$200,000, you would budget \$2,000 to \$8,000 per year to spend on annual upkeep.
  - Rental Property Maintenance Expenses: How to Estimate Operating Costs. A few top rules to consider, depending on your property type, include:
    - 50% Rule: Set aside half of your rental income each month for repairs, maintenance, taxes, insurance, and other costs related to your property.
    - 1% Rule: Maintenance will cost about 1% of the property value per year. So, if a unit is valued at \$250,000, then maintenance will cost around \$2,500.
    - Square Footage Rule: Set aside \$1 per square foot for annual maintenance costs. A 2,000 square-foot rental will need \$2,000 in maintenance costs per year.
  - Port has approximately 84,750 square feet of floating dock (excluding boat launch docks).
  - Asset value of the docks per our depreciation list is \$14,885,257.
  - Port has approximately 35,200 square feet of commercial retail and operational buildings throughout the property which it maintains.
  - Asset value of all Port buildings per our depreciation list is \$4,717,401.
  - Port has approximately 50 acres (2,178,000 square feet) of land and 20 acres (871,200 square feet) of water surface which it manages and maintains.

Annual Maintenance / Repair			Estimated Maintenance Range		
FY 2020-21	Expenses*	Listed Value	1-% of Value	4-% of Value	
RV Park	51,627	877,618	8,776	35,105	
Leases	22,956	4,717,401	47,174	188,696	
Fuel Dock	18,861	400,000	4,000	16,000	
Marina	230,165**	17,832,282	182,323	729,291	
Totals	419,221	23,827,301	238,273***	953,092	

\* Expenses include supplies purchased to maintain public restrooms.

\*\* Total excludes demolition of Zola's Building.

\*\*\* Good condition assets could be maintained at the 1 to 2 percent range. Current conditions of our assets may require the 3 to 4 percent range to catch up on deferred maintenance.

- Recommended rate adjustments for July 1, 2022 to June 30, 2023:

### Section 1. Service Rates

1. CPI increase of 4.5% for all equipment rental rates.
2. 4 cent increase for Gear Storage.
3. CPI increase of 4.5% for Permit to Sell Fish from Boat.
4. Add welding plug rate per day.
5. Increase boat storage per day and per month.

The reasons for asking an increase for gear storage are DEQ regulations, handling stormwater runoff and management / administrative expenses of storage space. Boat storage space will be graded with gravel with marked parking stalls to maximize the only space available.

### Section 2. Boat Yard

1. After reviewing Port of Charleston Boat Yard rates which are flat rates, not per foot. We have discovered our travel lift haul-outs no matter the size of load the equipment and labor perform the same tasks.

Port staff is recommending changing how we charge for haul-outs to follow Port of Charleston rate format. These rates would include one hour of pressure washing. The flat rates would help cover the costs involved hauling out any size of vessel the travel lift can handle.

### Section 3. Moorages

1. CPI increase of 4.5% to all moorages.
2. Live-aboard fee changed from monthly to annual and annual rate per person is \$1,200.
3. Discount for annual boat launch for local residents, senior citizens (\_\_\_ & over) & veterans - active, retired or disabled with proof of ID.

Port staff is requesting to change the live-aboard rate from monthly to annual. Live-aboards are wanting to pay for only when they are here. Increase in rate for managing the live-aboard regulations.

#### **Section 4. Fuel**

1. 10 cent increase to diesel fuel resale rate. (Rates have not changed since 2018 when it became a flat rate over the purchase price)
2. 4 cent increase to Fueling Over the Dock per gallon.

Port field operations average little over 40 hours per month pumping fuel and handling paperwork. Another 10 hours per month for maintenance and repairs. These hours are now being calculated into the profit and loss accounting. Depreciation which is not factored into our accounting should be \$10,000 annually. Over 160,000 gallons of diesel have been pumped this fiscal year and over 8,000 gallons of gasoline. 10 cent increase to diesel fuel rates would help cover the labor for pumping fuel, maintaining equipment and future repairs.

“Over the dock” fueling suggested increased would cover port personnel attending and preparing the site for the fueling operation. Typically, it takes 2 to 3 hours to transfer 8,000 gallons over the steel wall which a port employee must supervise in case a spill occurs. This rate also includes maintaining fuel spill equipment and dock infrastructure. Other “over the dock” fueling costs involved are placement of absorbent pads and rolls at drains, keeping port boat and oil boom ready for deployment, training and retraining employees on spill prevention and control, invoicing, and management planning for the dock.

#### **Section 5. RV Park**

1. \$1 increase to all daily rates.
2. \$5 increase to all weekly rates.
3. \$3 increase to non-refundable transaction fee.

The RV Park restroom / shower facility was reopened. Base rates haven't increased for many years due to the amenity conditions.

Port staff is requesting to increase the non-refundable transaction fee to match Oregon State Parks fee. We are seeing more customers scheduling and canceling reservations which increases our banking fees and administration time. Over 7,500 transactions were done last calendar year.

#### **Section 6. Commercial Retail**

1. CPI increase of 4.5% to all rates expect bare ground rate increases 2 cents.

Keeping bare ground rate equal to gear storage rate.

#### **Section 7. Administration Fees**

1. Events on Port Property
  - a. Flat rate to rent boardwalk at \$650 per day.
  - b. Increase Saturday Market, per vender 50 cents to \$11.
  - c. Increase Car Show, per vehicle to \$6.

Updating usable event space on Port property and standardize the boardwalk area rate.

### DOCUMENTS

- U.S. Bureau of Labor Statistics, 1 page



- Resolution No. 444 Dredging Surcharge, 1 page
- Notes from other Ports for proposed moorage rate increases, 1 page
- Schedule C – Detailed Port Asset List, 3 pages
- Proposed Port Rates July 1, 2022 to June 30, 2023, 9 pages



# Databases, Tables & Calculators by Subject

Change Output Options: From: 2011 To: 2021  GO

include graphs  include annual averages [More Formatting Options](#) →

Data extracted on: January 12, 2022 (7:28:06 PM)

## CPI for All Urban Consumers (CPI-U)

### 12-Month Percent Change

Series Id: CUUR0400SA0

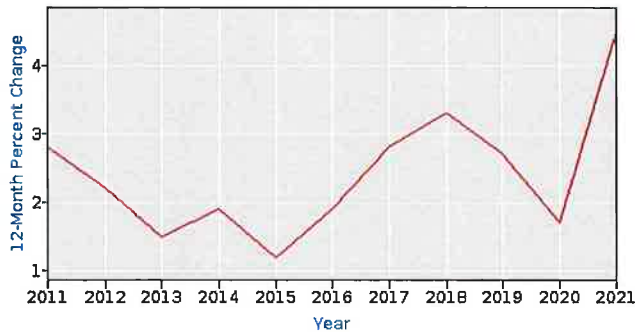
Not Seasonally Adjusted

Series Title: All items in West urban, all urban consumers, not seasonally adjusted

Area: West

Item: All items

Base Period: 1982-84=100



Download: [XLS](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual <sup>a</sup>	HALF1	HALF2
2011	1.4	1.9	2.6	3.0	3.2	3.1	2.9	3.0	3.5	3.4	3.2	2.7	2.8	2.6	3.1
2012	2.6	2.5	2.4	2.1	2.0	2.0	1.8	2.1	2.2	2.5	1.9	1.7	2.2	2.3	2.0
2013	1.7	2.0	1.5	1.3	1.3	1.5	1.9	1.5	1.3	0.9	1.3	1.8	1.5	1.5	1.4
2014	1.7	1.3	1.5	1.8	2.3	2.3	2.3	2.1	2.0	2.0	1.7	1.3	1.9	1.8	1.9
2015	0.7	0.9	1.1	1.0	1.2	1.1	1.3	1.3	1.0	1.1	1.5	1.8	1.2	1.0	1.3
2016	2.6	2.1	1.5	1.8	1.5	1.6	1.4	1.5	2.0	2.3	2.3	2.5	1.9	1.9	2.0
2017	2.5	3.0	3.1	2.9	2.6	2.5	2.5	2.7	2.9	2.9	3.1	3.1	2.8	2.8	2.9
2018	3.1	3.1	3.2	3.2	3.5	3.6	3.6	3.6	3.4	3.5	3.3	3.1	3.3	3.3	3.4
2019	2.7	2.4	2.4	2.9	2.9	2.7	2.7	2.6	2.6	2.8	2.8	2.8	2.7	2.7	2.7
2020	2.9	3.1	2.5	1.3	0.8	1.2	1.7	1.9	1.6	1.2	1.4	1.5	1.7	1.9	1.5
2021	1.4	1.6	2.4	3.9	4.7	5.1	5.2	5.0	5.3	6.0	6.5	7.1	4.5	3.2	5.8

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

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**PORT OF BROOKINGS HARBOR**

**CURRY COUNTY, OREGON**

**RESOLUTION NO. 444 (Amended)**

**A Resolution of the Board of Commissioners for the Port of Brookings Harbor regarding a Dredging Surcharge in addition to the annual rate increase.**

**WHEREAS**, certain studies and permit applications have been completed with regard to the two inner boat basins owned and operated by the Port of Brookings Harbor determining that in excess of 120,000 cubic yards of silt material has accumulated within said basins which needs to be removed to return the basins to their original project depth and

**WHEREAS**, silt accumulations are and have been negatively affecting the commercial viability of the Port's operations through limiting access to various areas within the project; and

**WHEREAS**, dredge removal of the silt accumulations is the only feasible method to return the two basins to their original project depth, thereby preserving the commercial viability of the project.

**NOW BE IT RESOLVED THAT:**

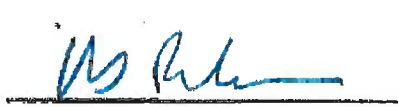
The Port of Brookings Harbor may increase rate(s) at a margin of 2% in addition to the standard annual rate increase of 5% at the discretion of the Port Manager on an annual basis, which monies shall be accumulated to accomplish dredging as needed within the basin(s) in the most cost-effective method possible and as circumstances allow.

**ADOPTED** by the Port of Brookings Harbor Board of Commissioners on this 17<sup>th</sup> day of June 2014.



Roy C. Davis, Chairman

**ATTEST:**



Jim Relaford, Secretary



Other Ports comments on potential rate increases for 2022.

- Crescent City
  - Wasn't planning on it just because of crab season. If they decide to raise the rates, it wouldn't be more than 10%.
  
- Siuslaw
  - No raise this year, maybe next year
  
- Garibaldi
  - Yes, by 3%
  
- Charleston
  - Yes, by 3% across the board
  
- Salmon Harbor
  - Yes, but not sure by how much, still trying to figure that out, manager will contact when he knows.
  
- Astoria
  - Yes, annual rates will be going from \$45 to \$47 a foot for commercial and recreations vessels (charged at the same price) Charter vessels will be \$49 to \$51 a foot annual. Monthly rates are \$13 to \$14 a foot.
  
- Newport
  - Yes, by 4%. Rates will be posted on the website in February.

**Port of Brookings Harbor  
Schedule C - Asset List**

**Ending December 31, 2021**

Description	Date	Life	Cost	Current Depr 2021	Total Depr	Net Book Value	Insured Value	Years Left
<b>Machinery &amp; Equip</b>								
Eq# 1108 - 2017 Ford 3/4 Ton Truck (8)	2/8/2017	10	26,371	2,637	13,186	13,186	25,871	5
Eq# 1109 - 2019 Ford F-150 Truck (8)	8/5/2019	10	25,703	2,570	5,141	20,562	24,530	8
Eq# 1110 - 2007 Chevrolet CK2500 (8)	11/1/2019	10	4,800	480	960	3,840	4,800	8
Eq# 1117 - 2018 Chevy 1/2 Ton Truck	6/14/2018	10	20,053	2,005	4,679	15,374	20,000	8
Eq# 3701 2013 Doosan 5-Ton Forklift (10)	3/18/2013	10	25,422	2,542	20,973	4,449	25,422	2
Eq# 3705 Port Work Boat			15,000		0		10,000	
Eq# 3707 Ride-on Lawn Mower (10)	3/12/2010	10	7,599	760	8,612		7,500	0
Eq# 3710 Genie Reach Forklift	2/14/2018	25	143,227	5,729	22,916	120,311	145,000	21
Eq# 3711 - 2000 Work Golf Cart EZGO w/Rack	5/10/2019	10	2,500	250	396	2,104	2,500	8
Eq# 3712 - 1996 Work Golf Cart EZGO Enclosed Cab	5/10/2019	10	2,500	250	396	2,104	2,500	8
Eq# 3713 2019 Club Work Golf Cart Enclosed Cab	5/10/2019	10	11,736	1,174	1,858	9,878	11,740	8
Eq# 3714 - 2019 Utility Trailer	7/25/2019	10	4,600	460	652	3,948	4,600	9
Eq# 4605 50-Ton Travel Lift (25)	11/10/2016	25	343,750	13,750	68,750	275,000	324,000	20
Steel Wall Hoist Installed 2012			67,000		0	67,000	67,000	
Container-refrigerated 20'	12/17/2012	10	8,325	833	7,078	1,249		2
Transient Dock Pedestals	1/29/2013	10	7,980	798	6,717	1,263		2
Underground electrical	3/26/2013	40	18,070	452	3,727	14,343		32
Pump out station #1	6/23/2013	10	29,943	2,994	23,954	5,989	31,836	2
Pump out station #2	6/23/2013	10	29,943	2,994	23,954	5,989	31,836	2
Boat launch pay station/Kiosk	5/4/2015	10	15,055	1,506	7,528	7,528	15,977	5
<b>Total Machinery &amp; Equipment</b>			<b>809,577</b>	<b>42,184</b>	<b>221,475</b>	<b>574,116</b>	<b>755,112</b>	
Computers		5	12,567					
Office Equipment & Furniture		10	220,215					
Tools		5	12,561					
<b>Total Computers, Office Equip &amp; Tools</b>			<b>245,343</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18,400</b>	
<b>Total Machinery &amp; Equipment &amp; Tools</b>			<b>1,054,920</b>	<b>42,184</b>	<b>221,475</b>	<b>574,116</b>	<b>773,512</b>	
<b>Docks</b>								
Docks - Basin 1	2001	40	1,770,000	44,250	958,750	811,250	2,568,748	18
Basin 1 Improvements 2013 (FEMA 2011 Tsunami)	2013	40	591,790	14,795	115,892	475,898		32
Docks - Basin 1 Piling Project	2019	40	801,543	20,039	40,077	761,466		38
Basin 2 Docks & Gangway (FEMA 2011 Tsunami)	2013	40	2,889,325	72,233	632,073	2,257,252		31
Basin 2 Docks	1975	40	402,000		0		3,342,285	
Docks - Basin 2 Rebuild	2000	40	258,500	6,463	147,372	111,128		17
Transient Dock/Fuel Dock	1992	40	400,000	10,000	290,000	110,000	682,502	11

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**Port of Brookings Harbor  
Schedule C - Asset List**

Description	Date	Life	Cost	Current Depr 2021	Total Depr	Net Book Value	Insured Value	Years Left
<b>Docks continued</b>								
Boardwalk- Wood	1995	40	700,000	17,500	455,000	245,000	1,573,085	14
Boardwalk - Wood, Commercial Retail	1997	40	357,000	8,925	214,200	142,800		
Public Fishing Pier	2003	40	500,000	12,500	225,000	275,000	530,604	22
Board Walk - Concrete	2011	40	859,619	21,490	193,414	666,205	912,234	31
Pacific Seafood 'Old' Dock	2003	40	400,000	10,000	200,000	200,000	500,000	20
Hallmark Dock			750,000				750,000	
Receiving Dock Steel Wall	2012	40	2,168,313	54,208	433,662	1,734,651	2,070,927	32
Gangway - Crab Dock	2013	40	36,126	903	7,300	28,826	53,060	32
Seawall Improvements	2014	40	26,597	665	4,765	21,832		33
Fisherman's dock improve Basin 1 -Sport	2014	40	51,013	1,275	9,033	41,980		33
Boat Launch Ramps concrete	2018	40	361,274	9,032	36,127	325,147	493,521	36
Pacific Seafood Dock	2017	40	1,562,157	39,054	195,270	1,366,887	1,797,811	35
<b>Total Docks</b>			<b>14,885,257</b>	<b>343,331</b>	<b>4,157,936</b>	<b>9,575,321</b>	<b>15,274,777</b>	
<b>Buildings</b>								
Fish Cleaning Station	1991	40	48,615	1,215	35,245	13,371	40,548	11
Building, Commercial Retail #1	1995	40	500,000	12,500	325,000	175,000	894,349	14
Building, Commercial Retail #2	1995	40	500,000	12,500	325,000	175,000	900,811	14
Comm. Bldg. - Leased to Pacific Ocean Harvesters	7/12/2011	40	207,340	5,184	41,468	165,872	263,221	32
Comm. Bldg. - Leased to Mountain View Cycles			140,454				140,454	
Port Shop			195,800				203,710	
Comm. Bldg - Leased to Blue Fin Realty			176,000				183,110	
Comm. Bldg - Leased to Catalyst			541,276				541,276	
Comm. Bldg - Leased to Boat Shop & More -Warehouse 16060 LHR			921,583				958,816	
Comm. Bldg - Leased to Oregon Homes Realty			50,000				50,000	
Port Office			156,000				162,302	
RV Park Office			60,000				60,000	
Improvements, Comm Retail	5/31/2014	40	17,941	449	3,177	14,764		33
Fish House Rehab	5/31/2014	40	18,383	460	3,217	15,166		33
OSMB Parking Lot-in service 2016	6/30/2016	40	508,630	12,716	76,295	432,336		34
OSMB Parking Lot	9/30/2015	40	15,132	378	2,270	12,862		34
OSMB Parking Lot	6/30/2016	40	2,057	51	309	1,748		34
<b>Total Buildings</b>			<b>4,717,401</b>	<b>50,955</b>	<b>971,851</b>	<b>1,066,332</b>	<b>5,074,543</b>	

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**Port of Brookings Harbor  
Schedule C - Asset List**

Description	Date	Life	Cost	Current Depr 2021	Total Depr	Net Book Value	Insured Value	Years Left
RV Park Infrastructure	1997	40	333,333	8,333	199,946	133,387		16
RV Park Renovation	2002	40	300,000	7,500	150,000	150,000		20
Campground Upgrade	6/1/2015	40	67,039	1,676	10,196	56,843		34
RV Park Upgrade	6/1/2015	40	49,246	1,231	7,490	41,756		34
RV Park Upgrade	6/30/2016	40		0	0	0		
RV Park Digitalway 48 Channel System	2015	10	28,000	2,800	16,800	11,200	28,000	4
RV Park Power Equipment System			100,000				100,000	
<b>Total RV Park</b>			<b>877,618</b>	<b>21,540</b>	<b>384,432</b>	<b>393,186</b>	<b>128,000</b>	
<b>Land Net Value</b>			<b>2,537,448</b>			<b>2,537,448</b>		
<b>Total Equipment</b>			<b>809,577</b>	<b>42,184</b>	<b>221,475</b>	<b>574,116</b>	<b>755,112</b>	
<b>Total Docks</b>			<b>14,885,257</b>	<b>343,331</b>	<b>4,157,936</b>	<b>9,575,321</b>	<b>15,274,777</b>	
<b>Total Buildings</b>			<b>4,717,401</b>	<b>50,955</b>	<b>971,851</b>	<b>1,066,332</b>	<b>5,074,543</b>	
<b>Total RV Park</b>			<b>877,618</b>	<b>21,540</b>	<b>384,432</b>	<b>393,186</b>	<b>128,000</b>	
<b>Land Net Value</b>			<b>2,537,448</b>			<b>2,537,448</b>	<b>0</b>	
<b>TOTALS</b>			<b>23,827,301</b>	<b>458,010</b>	<b>5,735,693</b>	<b>14,146,403</b>	<b>21,232,432</b>	

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

**Section 1. Service Rates**

Rates apply to all Port of Brookings Harbor locations unless otherwise noted. Rates become effective July 1, 2021. Port owned equipment to be operated by port personnel. 30-minute minimum on all hourly rates. All port equipment rates include operator.

	FY 2021-22 Rate	FY 2022-23 Rate	Rounded to nearest dollar or as noted
A. <u>Forklift, 5 ton capacity</u>			
per hour .....	\$ 66.00	\$ 69.00	
B. <u>12 K Telehandler</u>			
per hour .....	\$ 132.00	\$ 138.00	
C. <u>Port Truck</u>			
per hour .....	\$ 66.00	\$ 69.00	
D. <u>Port Boat</u>			
per hour .....	\$ 132.00	\$ 138.00	
E. <u>Boat Pump Out</u>			
per hour .....	\$ 110.00	\$ 115.00	
F. <u>Welding Machine</u>			
per hour .....	\$ 66.00	\$ 69.00	
G. <u>Welding Plug</u>			
per day .....		\$ 20.00	
H. <u>Boat / Trailer Storage</u>			
Fenced Area			
per day .....	\$ 3.00	\$ 5.00	
per month .....	\$ 61.00	\$ 100.00	
I. <u>Gear Storage</u>			
per SF per month .....	\$ 0.06	\$ 0.10	
J. <u>Clean-Up</u>			
Fees will be charged for each man-hour at established rates			
Equipment charges are extra		Time and Materials	No Change
K. <u>Disposal Fees</u>			
1) Waste Oil .....		No Charge	
2) Oil-Water Mix      per gallon .....		Time and Materials	No Change
3) Net / Gear Disposal			
per pound .....		Time and Materials	
4) Garbage, per pound .....		Time and Materials	
L. <u>Port Labor</u>			
1) All Port Labor including administration staff			
per hour .....	\$ 100.00	No Change	
2) Overtime, any service required outside established working hours			
per hour .....	\$ 120.00	No Change	
3) Emergency call-out			
Any services requiring a port employee NOT currently on duty to report to duty after hours will be charged twice the normal rate			
per hour, minimum 1 hour .....	\$ 200.00	No Change	
M. <u>Permit to Sell Fish from Boat, per year</u> .....	\$ 158.00	\$ 165.00	
N. <u>Outside Crane Use on Port Property</u>			
Crane certification per OR/OSHA and Insurance required per Section 9A (Port approval prior to work)			

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

**Section 2. Boat Yard**

A routine maintenance haul-out or launch is not an emergency. An emergency situation exists only when a vessel is distressed to the degree that it is taking on water at a rate that will cause damage that can be prevented by removing the vessel from the water. All routine vessel maintenance must be scheduled through Boat Shop & More. Haul-out includes one hour of in strap for boat wash. 1-hour minimum on hourly rates.

No long term storage rates for boats in the boat yard. All boats in storage yard charged as stated below.

	FY 2021-22 Rate		FY 2022-23 Rate
<u>Boat Travel Lift 50 MT Capacity - Includes 1-Hour Boat Wash</u>			
A. Two Moves .....		\$	600.00
B. Single Move .....		\$	400.00
C. After Hours Move Surcharge .....		\$	250.00
D. Boat Wash Additional Hour .....		\$	70.00
E. Remain in Straps After 1-Hour with Port Approval, Per Hour .....		\$	200.00
F. Trailers Lifts (Placing On or Removing), Plus Hourly Port Labor Rates May Apply .....		\$	400.00
A. <u>Haul Out, 50 ton capacity, 28-foot minimum</u>			
1) Round Trip, per foot			
40 foot and less .....	\$ 10.00		Delete
2) greater than 40 foot .....	\$ 12.00		Delete
B. <u>Remain In Strap, after 1 hour</u>			
per hour .....	\$ 200.00		Delete
C. <u>Lift to Trailer or Vessel Survey / after 1 hour "Remaining in Strap Rate" begins</u>			
half haul-out rate .....			Delete
D. <u>Moving After Being Blocked</u>			
per hour .....	\$ 200.00		Delete
E. <u>Yard Days</u>			
First and last day no charge			
per foot per day .....	\$ 1.00		Delete
F. <u>Boat Rinse</u>			
per vessel foot, per hour .....	\$ 1.50		Delete
G. <u>Port Pressure Washer Equipment Rental (No Port Labor)</u>			
per hour .....	\$ 15.00		Delete

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

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

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

A. <u>Moorage Rate includes Power &amp; Water, per linear foot</u>	FY 2021-22 Rate	FY 2022-23 Rate
1) Daily .....	\$ 0.68	\$ 0.71
2) Weekly .....	\$ 4.05	\$ 4.23
3) Calendar Month .....	\$ 12.16	\$ 12.70
4) Semi-Annual .....	\$ 27.59	\$ 28.84
5) Annual .....	\$ 48.45	\$ 50.63
6) <b>Live-aboard. Monthly Annual rate by agreement only.</b>		
a) First person .....	\$ 75.00	\$ 1,200.00
b) Each additional .....	\$ 75.00	\$ 1,200.00
<b>B. <u>Charter Boats</u></b>		
Charter License, <b>annual rate per vessel</b>		
per boat with Annual Moorage Agreement .....	\$ 200.00	New rates
per boat without Moorage Agreement .....	\$ 300.00	New rates
<b>C. <u>Dock Box - No New Dock Boxes</u></b>		
Purchase (at cost)      Plus Port labor to install .....		Delete
<b>D. <u>Line Replacement</u>, Hourly labor rate, half hour minimum</b>		
per cost of rope, <b>plus Port Labor</b> .....	Time and Materials	No Change
<b>E. <u>Launch Fee</u></b>		
1) Daily .....	\$ 5.00	No Change
<b>F. <u>Boat Launch Pass</u></b>		
1) Annual Boat Launch Pass		
a) Jan - June, to remainder of year .....	\$ 150.00	No Change
b) July - Sept, to remainder of year .....	\$ 100.00	No Change
c) Oct - Dec, to remainder of year .....	\$ 75.00	No Change
		New

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

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

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

A. <u>Moorage, per linear foot</u>		
1) Daily .....	\$ 0.66	\$ 0.69
2) Weekly .....	\$ 3.93	\$ 4.11
3) Calendar Month .....	\$ 11.77	\$ 12.30
4) Semi-Annual .....	\$ 26.73	\$ 27.93
5) Annual .....	\$ 46.93	\$ 49.04

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

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

A. <u>Moorage, per linear foot</u>		
1) Daily .....	\$ 0.66	\$ 0.69
2) Weekly .....	\$ 3.94	\$ 4.11
3) Calendar Month .....	\$ 11.83	\$ 12.37
4) Semi-Annual .....	\$ 22.63	\$ 23.65
5) Annual .....	\$ 39.79	\$ 41.58



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

**Section 4. Fuel**

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

	FY 2021-22 Rate	FY 2022-23 Rate
A. <u>Diesel, ULSD #2 Marine Blend</u>		
1) Fuel Rate, plus per gallon .....	\$ 0.30	\$ 0.40
B. <u>92 Pre Non Ethanol Gasoline</u>		
1) Fuel Rate, plus per gallon .....	\$ 1.20	No Change
C. <u>Fueling Over the Dock</u>		
per gallon .....	\$ 0.06	\$ 0.10
.....		

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

**Section 5. RV Park**

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

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

1) Daily	FY 2021-22 Rate	FY 2022-23 Rate
• Pull thru full hook-up .....	\$ 51.00	\$ 52.00
• Back in full hook-up .....	\$ 44.00	\$ 45.00
• Partial hook-up .....	\$ 36.00	\$ 37.00
 2) Weekly		
• Pull thru full hook-up .....	\$ 306.00	\$ 311.00
• Back in full hook-up .....	\$ 264.00	\$ 269.00
• Partial hook-up .....	\$ 216.00	\$ 221.00

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

1) Daily		
• Pull thru full hook-up .....	\$ 43.00	\$ 44.00
• Back in full hook-up .....	\$ 37.00	\$ 38.00
• Partial hook-up .....	\$ 31.00	\$ 32.00
2) Weekly		
• Pull thru full hook-up .....	\$ 258.00	\$ 263.00
• Back in full hook-up .....	\$ 222.00	\$ 227.00
• Partial hook-up .....	\$ 186.00	\$ 191.00

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

1) Daily		
• Pull thru full hook-up .....	\$ 95.00	\$ 96.00
• Back in full hook-up .....	\$ 84.00	\$ 85.00
• Partial hook-up .....	\$ 54.00	\$ 55.00

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

1) Daily		
• Pull thru full hook-up .....	\$ 55.00	\$ 56.00
• Back in full hook-up .....	\$ 46.00	\$ 47.00
• Partial hook-up .....	\$ 38.00	\$ 38.00

**E. Laundry Machines - Currently not available**

per load .....	When Available	\$ 2.00	No Change
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<b>F. <u>Non-refundable Transaction Fee</u></b> .....	<b>\$ 5.00</b>	<b>\$ 8.00</b>
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**PORT OF BROOKINGS HARBOR  
PROPOSED RATES  
JULY 1, 2022 to JUNE 30, 2023**

**Section 6. Commercial Retail**

	FY 2021-22 Rate	FY 2022-23 Rate
A. <u>Warehouse - Shop</u> per square foot .....	\$ 0.55	\$ 0.58
B. <u>Warehouse - Storage</u> per square foot .....	\$ 0.44	\$ 0.46
C. <u>Commercial Docks</u> per square foot .....	\$ 0.69	\$ 0.72
D. <u>Surfaced Concrete</u> per square foot .....	\$ 0.55	\$ 0.58
E. <u>Surfaced Asphalt</u> per square foot .....	\$ 0.33	\$ 0.34
F. <u>Retail Center</u> per square foot .....	\$ 1.18	\$ 1.23
G. <u>Bare Ground</u> per square foot .....	\$ 0.08	\$ 0.10
H. <u>Port Meeting Room Suite 202</u> Flat daily rate from 8am to 8pm .....	\$ 50.00	No Change

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

**Section 7. Administration Fees**

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

A. <u>Public Records Request Fee Schedule</u>	FY 2021-22 Rate	FY 2022-23 Rate
1) Copies of Public Records, Black & White, 8X11, per page .....	\$ 0.25	No Change
2) Copies of Sound Recordings .....	\$ 10.00	No Change
3) Copies of Port By-Laws, Codes .....	\$ 20.00	No Change
4) Copies of Nonstandard documents .....	Time and Materials	No Change
5) Attorney Review .....	at cost	No Change
<b>B. <u>Research and Computer Time</u></b>		
Written request required. Hourly rate, half-hour minimum, under 15 min not charge	\$ 35.00	No Change
<b>C. <u>CD Fee if available</u></b> .....	\$ 5.00	No Change
<b>D. <u>Faxes/Emails. Per page</u></b>		
1) Local .....	\$ 1.00	No Change
2) Long Distance .....	\$ 1.50	No Change
3) Incoming .....	\$ 1.00	No Change
4) Copies .....	\$ 0.25	No Change
<b>E. <u>Long Distance Phone Calls</u></b> .....	\$ 2.00	No Change
<b>F. <u>Lamination, per page, letter size</u></b> .....	\$ 2.00	No Change
<b>G. <u>Notice Posting. For non-payment of lease or moorage</u></b> .....	\$ 50.00	No Change
<b>H. <u>Failure to Register. For research related to unregistered boats</u></b> .....	\$ 25.00	No Change
<b>I. <u>Returned Check Fee</u></b> .....	\$ 50.00	No Change
<b>J. <u>Per Annum Interest Rate. Applied to past due accounts</u></b> .....	18%	No Change
<b>K. <u>POV Mileage Reimbursement Rate (IRS)</u></b> .....	Current	No Change
<b>L. <u>Impound Seizure Fee. Vessel impounding</u></b> .....	\$ 750.00	No Change
<b>M. <u>Events on Port Property</u></b>		
1) Boardwalk Retail, per day .....	\$ 315.00	\$ 650.00
2) Boardwalk Retail / Parking Lot, per-day .....	<del>\$ 630.00</del>	Delete
3) Kite Field, per day .....	<del>\$ 315.00</del>	Delete
4) RV Park Picnic Area, per day .....	<del>\$ 131.25</del>	Delete
5) Parking Lot behind Port Office .....	<del>\$ 315.00</del>	Delete
6) Parking Lot at Boat Wash .....	<del>\$ 315.00</del>	Delete
7) Saturday Market, per vender .....	\$ 10.50	\$ 11.00
8) Car Shows, per vehicle .....	\$ 5.25	\$ 6.00
<b>N. <u>Impound Seizure Fee. Car / Truck / Trailer/ RV, plus tow fee</u></b> .....	\$ 250.00	No Change
<b>O. <u>Background Check</u></b> .....	\$ 25.00	No Change
<b>P. <u>Credit Check</u></b> .....	\$ 35.00	No Change
<b>Q. <u>Waiting List Application</u></b>		
1) Annual Renewal .....	\$ 25.00	No Change
<b>R. <u>Transfer List</u></b> .....	\$ 25.00	No Change



**PORT OF BROOKINGS HARBOR  
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**Section 8. Insurance Certificate Limits**

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

A. <u>Leases / Tenants</u>	FY 2021-22 Rate	FY 2022-23 Rate
1) General Liability, Each Occurrence .....	\$ 2,000,000.00	No Change
2) Damage to Rented Premises (each occurrence) .....	\$ 300,000.00	No Change
3) Medical Expenses (any one person) .....	\$ 5,000.00	No Change
4) Personal and Adverse Injury .....	\$ 2,000,000.00	No Change
5) General Aggregate .....	\$ 2,000,000.00	No Change
6) Products - Comp/Op Aggregate .....	\$ 2,000,000.00	No Change
<b>B. <u>Moorage &amp; Transient Vessels - Marine-Watercraft with Wreck Removal Policy and Port additional insured</u></b>		
1) Commercial Vessels		
a. Marine/Watercraft General Liability* .....	\$ 500,000.00	No Change
*Coverage to include wreckage removal and fuel spill liability		
2) Recreational Vessels		
a. Marine/Watercraft General Liability* .....	\$ 500,000.00	No Change
*Coverage to include wreckage removal and fuel spill liability		
3) Charter / Guide Vessels		
a. Marine/Watercraft General Liability* .....	\$ 500,000.00	No Change
*Coverage to include wreckage removal and fuel spill liability		

**PORT OF BROOKINGS HARBOR  
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**Section 9. Public Dock Hoist, 600-Pound Maximum Capacity**

Rates effective November 1, 2021. Public Dock Hoist Use Agreement & Release must be completed prior to use. Rates include dock and hoist only. No other equipment, scales or personnel are included in the rates.

	FY 2021-22 Rate	FY 2022-23 Rate
A. <u>Equipment / Materials Loading or Offloading (600-Pound Maximum Capacity)</u> per hour .....	\$ 35.00	New Rate
B. <u>Fish / Crustaceans (600-Pound Maximum Capacity)</u> per pound .....	\$ 0.05	New Rate

# INFORMATION ITEM – E

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**DATE:** February 24, 2022  
**RE:** Boat Yard Warehouse Condition  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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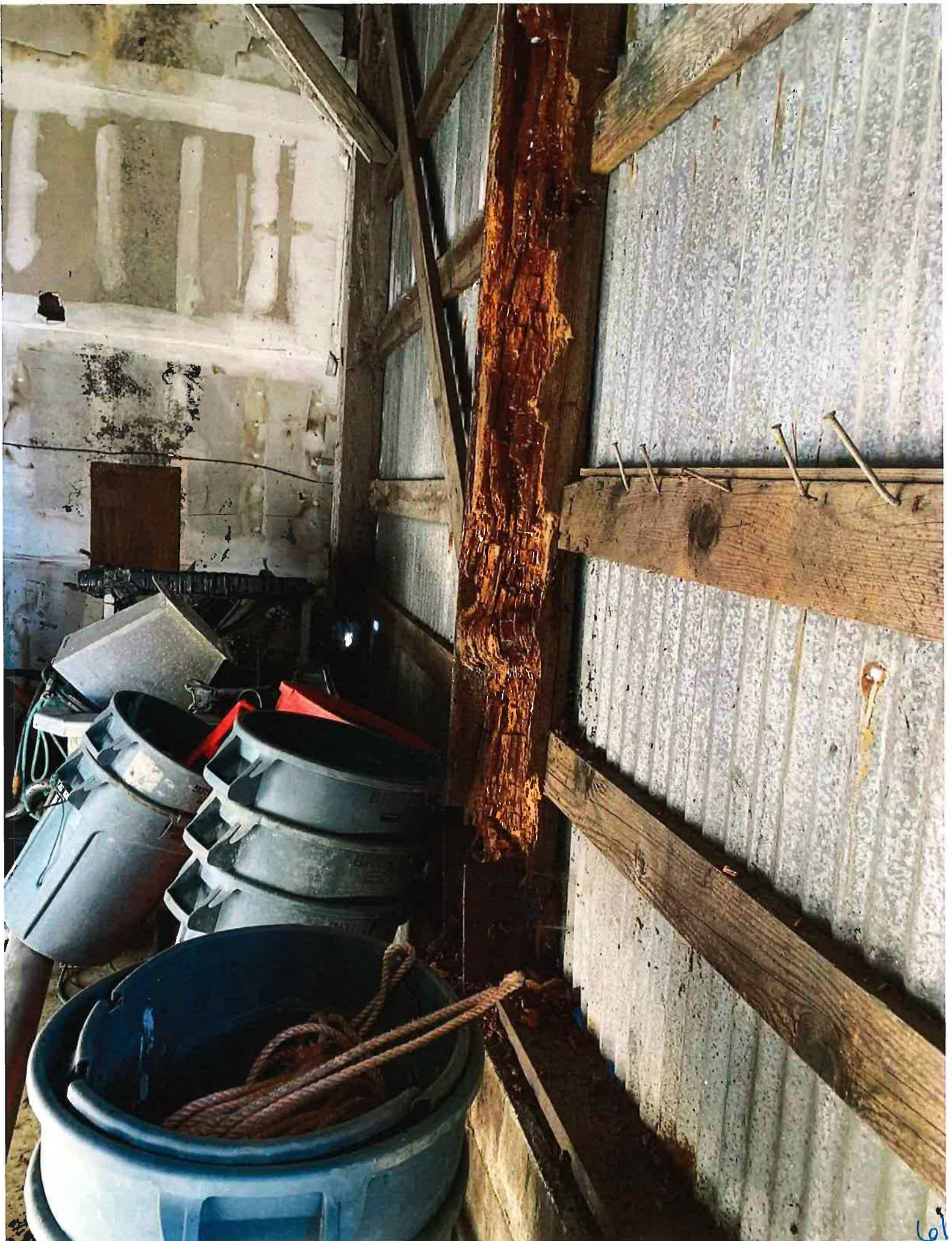
## OVERVIEW

- Tenant leasing section of the boat yard warehouse notified Port staff the back door was broken. When staff arrived to see what had happen, they noticed severe rot to the timbers.
- Port staff installed temporary support beams until engineers can assess the conditions.
- Port engineer Jack Akin came out last week and we are waiting on his evaluation and recommendations.
- This building was move from another location to the Port sometime in 1975. The building is 47 years old at this location. Some of the know issues:
  - 1) Rotten / broken post and beams
  - 2) Worn metal shell / leaking roof
  - 3) Broken doors
  - 4) Outdated electrical system (only one electrical meter within the warehouse for multiple tenants)
  - 5) Outdated plumbing
  - 6) Floor floods during rainstorms
- Port has four (4) four tenants renting space within the warehouse totaling \$3,576 per month.
- Port staff is looking at repair or replacement options.

## DOCUMENTS

- Photos of rotten timbers and temporary support beams, 5 pages























# INFORMATION ITEM – F

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**DATE:** February 24, 2022  
**RE:** Budget Committee Applications – Selection Process  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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## OVERVIEW

- The Budget Committee consists of five (5) Board of Commissioners and five (5) selected positions filled by the Board of Commissioners. To conduct budget business the quorum needed is six (6).
- The Budget Committee has three (3) vacancies. The Port is advertising for applications to fill the vacancies which will end March 7 at 5pm. So far, the Port has received four (4) applications.
- Port staff is recommending a selection process to fill the Budget Committee vacancies. Each commissioner will receive all the applications that the port office received prior to the deadline. Each application will be ranked by a number between 1 and 5. The applications will be returned to the Port Manager to total the numbers. Highest overall total will fill the first position, second highest total fills the second position, and third highest total completes the process. Any tiebreakers will be handled by a coin flip.
- Applications will be available to the commissioners on March 8 at 9am.
- If commissioners would like to have interviews with the applicants, a public meeting would need to be scheduled prior to the regular board meeting.

## DOCUMENTS

- Sample Budget Committee Application, 1 page



**Application for Appointment  
Port of Brookings Harbor Budget Committee**

Applicant's Name: \_\_\_\_\_

Street & Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Best Contact Phone Number: \_\_\_\_\_ Cell  Home

Preferred Method of Contact: Email \_\_\_\_\_ Phone \_\_\_\_\_ Both \_\_\_\_\_

Are you a Registered Voter in the Port District? Yes \_\_\_\_\_ No \_\_\_\_\_

Please state your area of expertise and why you wish to serve on the Budget

Committee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please note, this position is for a term of three (3) years and may require the attendance of day-time as well as evening meetings. Will cause any inconveniences or conflicts to your schedule? Yes \_\_\_\_\_ No \_\_\_\_\_

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date Received: \_\_\_\_\_ Received by: \_\_\_\_\_

## INFORMATION ITEM – G

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**DATE:** February 24, 2022  
**RE:** Fuel Tank Control Box Protective Structure  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Port staff requested installing a protective structure over the fuel tank control box from weather related damage. The Board was interested in types of structures other than a bus stop type structure.
- Port staff looked at small steel buildings. Steel building manufacturers would not quote on a building this size. Staff feels the metal or woodsheds from Home Depot or Lowes would not hold up to the severe weather conditions.
- For the time being, Port staff made a better door lock and covered the clear door face to prevent weathering of the electronics.
- Port staff is now looking at installing concrete blocks and cover to provide the protection. This type of protection would cost between \$1,000 to \$2,000 and it would not be permanent if future plans change.

### DOCUMENTS

- None

# INFORMATION ITEM – H

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**DATE:** February 24, 2022  
**RE:** 2022 Events at the Port  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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## OVERVIEW

- At this time these are the events scheduled at the Port for 2022.
  - Art at the Port: Starting May 15 - Sept 11  
Location: Boardwalk
  - Bigfoot Blues Festival: May 28 (Saturday)  
Location: Boardwalk
  - Curry County Cruisers: May 28 - May 29 (Saturday & Sunday)  
Location: Main Retail Parking Lot
  - Brookings Bodacious Bazaar: Starting June – Sept (every other Saturday)  
Location: Boardwalk
  - Brookings Harbor "Sky High 4th of July": July 2 - July 3 (Saturday & Sunday)  
Location: Boardwalk (including hot air balloon ride next to the Port Shop  
Saturday only)
  - 4th of July Fireworks (Monday)  
Location: South Jetty (RV park exit road area) No other activities planned.
  - Pirates of the Pacific Festival: August 11 - August 14 (Thursday through Sunday)  
Location: Boardwalk

## DOCUMENTS

- None



# INFORMATION ITEM – I

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**DATE:** February 24, 2022  
**RE:** RV Park Project Delay  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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## OVERVIEW

- The contractor McClennan Excavation had a preconstruction meeting with the Port, Crow/Clay & Associates and Coos Curry Electric on February 9 at the RV Park.
- Coos Curry Electric informed the group that there could be issues with the electrical infrastructure coming from the Kite Field. Coos Curry Electric will be investigating the conduit size and condition. The conduit might be too small for the additional wiring, and they hope the conduit is not crushed preventing the pulling of new wiring. Coos Curry Electric has planned a shutdown of the RV Park on February 23 to perform this work.
- McClennan Excavation informed the Port that materials for the pedestal will not be available until June this year. Due to this new information, starting the construction in February would not be in the best interest of the Port. Postponing the construction until all materials are available and during low occupancy time would be recommended.

## DOCUMENTS

- None

## INFORMATION ITEM – J

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**DATE:** February 24, 2022  
**RE:** Delinquent Account Write Off Request  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Once a year, typically before the end of the fiscal year, delinquent accounts are reviewed and written off per Resolution 478. Port Manager has the authority to write off delinquent accounts below \$1,000 and submit to a collection agency, if we find the accounts unretrievable. Any amounts over \$1,000 requires Board action.
- Staff has prepared a summary account and attached for your review on Timothy Turner. The Port has exhausted all attempts to contact and retrieve amounts due. Requesting to move forward sending account to collections.

### DOCUMENTS

- Delinquent Account Write Off Request, 4 pages



# Delinquent Account Write Off Request

**Customer:** Turner, Timothy L. - DO NOT SERVICE

**Amount Owed:** \$5,023.64 **Date:** January 31, 2022

Requesting permission to write off charges on account receivable as uncollectable.

Notes and timeline of collection attempts on the account of Turner, Timothy L.

Timothy Turner had 2 Boats and 2 slips; F/V: No Choice on B1, C28 and F/V: Manita on B1, C29. Per inventory on 10/11/2021, staff reported the F/V Manita was removed, and slip was vacant, no further action was required for the F/V: Manita.

All charges on the account are regarding the F/V: No Choice. On July 2, 2021, the vessel was noticed to be taking on water in engine compartment. Port staff tried to contact with no success. Port Staff pumped out the boat. On August 8, 2021, after repeated unsuccessful attempts to contact Mr. Turner, Port Staff removed the boat "No Choice" from slip C28 and put it into the boat yard as it has been deemed a hazard due to not being seaworthy. After 30 days, on September 10, 2021, the vessel was deemed abandoned and Port Staff commenced the process of seizing the vessel. Per ORS 830.918, The Port seized the vessel on September 24, 2021. The disposal date was November 9, 2021. Below are detail notes on account:

- 7/2/2021 Port Staff attempted to call Tim, FV No Choice on B1 C28 was noticed to be taking on water in engine compartment. Tim did not answer the call, so Port Staff pumped out the boat. Gary left a message on Tim's phone asking him to contact the office because his boat does not seem to be in seaworthy condition at this time.

7/6/2021 Travis attempted to call Tim again regarding the boat getting pumped out on 7/2/21 and not being seaworthy. Tim did not answer, Travis left another message asking him to contact the office.

7/7/21 A letter was sent to Tim by certified mail (see moorage file) stating that Port staff pumped his boat out on 7/2/21 and that several attempts to reach him phone by unanswered. The letter stated he has 30 days to bring the boat up to seaworthy and operable condition. If he does not bring the boat to meet these requirements it will be deemed hazardous and removed at his expense.

7/8/2021 Travis received a call back from Tim. Tim said he plans to repair the boat or haul it out if he can't get it running. Travis told him that he has 30 days and let him know a certified letter was sent to him.

- 8/4/2021 11:50:59 AM: I spoke to Tim today regarding his boat trailer that was found in the parking lot unhitched on Monday, and overnight on Tuesday. I explained our rules on trailers, that they cannot be left unhitched at any time, and they are not allowed in the parking lots after 10pm. I told him he can pay \$3 per day either at the office, or at the kiosk, and get a place to store the trailer if he needs to unhitch it, or if he intends to stay overnights on his boat. I also mentioned the 72-hour overnight rule again, and he said he has been working on his boat in C28 that we gave him until 8/7 to make seaworthy. AS

- 8/10/2021 8:42:56 AM: Travis removed the boat "No Choice" from slip C28 and put it into the boat yard as it has been deemed a hazard due to not being seaworthy. A certified letter has been sent to Tim advising him that the Port removed the boat, and that he is responsible for all costs involving removal and storage. He was notified that failure to remove the boat from the yard and pay the associated costs would result in moorage termination.



Certified Label # 9407111898765808732684

A copy of the letter is in his moorage file.

A copy of the letter has been posted on the vessel.

A copy of the letter has been emailed to Tim. AS

- 9/8/2021 3:03:38 PM: A 30-day invoice of charges was created today and sent to Tim for "No Choice" which was removed from C 28 on 8/10/21 for being unseaworthy. The invoice is noted that yard days are "through 9/8/21" as they will keep accruing until the Port takes final possession of the boat. Port Staff will begin the abandonment process at this time. AS

- 9/10/2021 1:19:43 PM: Preseizure Notice for abandoned & derelict vessel sent via USPS Certified Mail with a deadline of September 24, 2021.kb

- 9/9/2021 3:51:53 PM: Received confirmation from Melinda at OSMB that the vessel 'NO CHOICE' is now registered in the State of Oregon, OR356AHE.kb

9/17/2021 - Received by mail:

- - a moorage license agreement for C 29, and
- - a money order for C29 semiannual moorage, and
- - payment for trailer storage 9/4/21 - 10/4/21

(The moorage agreement and money order are both dated 9/14/21). I returned the moorage agreement AND the money order to Tim because the moorage had already been terminated by the port for failure to renew on 9/8/21. I mailed both back to Tim's PO Box 681, Keno... along with a copy of the termination letter from Travis dated 9/8/21, and an additional letter stating that I am returning these items to you because they were not received by the due date of 9/7/21 and your moorage has already been terminated, you must remove "Manita" by 10/8/21 to avoid further charges for its removal, storage and disposal.

\* Note - I couldn't apply the \$61 included in the money order to the storage invoice 20211622 - there is no way to receive only part of a money order - so this invoice is still open on Tim's account. AS

- 9/24/2021 - (No Choice) Invoice # 20211705 for additional storage yard days from 9/9/21 - 9/24/21, and a statement dated 9/24/21 (showing total due of \$2,3999) were mailed to Tim's PO Box. AS

- On 9/27/2021 Tim emailed that he received his payment back for Moorage on C29 "Manita" and asked "what do I need to do?"

I replied to his email stating that a letter was included in his returned payment, and that he could also refer to the Termination letter sent by Travis on 9/8/21. I told him again that he has until 10/8/2021 to remove Manita from the slip or it will be considered abandoned. AS

- On 9/30/2021 Christine Kepler called. She is Tim's fiancé or significant other, she is also listed as his emergency contact. She asked me about the termination letter they received and what they need to do. I told her that we have already sent 2 letters and an email to Tim, explaining that they need to remove the boat from port property by 10/8/2021. She asked if there was any way to pay a late fee and renew / reinstate their moorage. I told her no. I told her that they need to come get the boat by 10/8/2021, or we will begin the abandonment / seizure process on the boat. AS

Travis and Gary made the decision upon Termination of Moorages for both "No Choice" C28, and "Manita" C29, that Tim will not be allowed to reinstate either of his moorages due to a list of things such as abandoning his boat "No Choice", not paying his renewals on time, the boats not being in good and/or working condition, parking violations - unhitched trailer in the parking lots, etc. AS





- 09/10/2021 8:43:28 AM: Post Seizure Notice sent via USPS Certified Mail, adhered to vessel. kb
- 10/5/2021 8:03:26 AM: Received 'Return to Sender', UNCLAIMED and Unable to Forward Pre-seizure Notice that was sent on September 10, 2021.kb
- 09/24/2021 8:43:28 AM: Post Seizure Notice sent via USPS Certified Mail, adhered to vessel, and posted on the Port's website. kb
- 10/26/2021 2:55:37 PM: Received 'Return to Sender', UNCLAIMED and Unable to Forward Post Seizure Notice that was sent on September 24, 2021. kb
- 11/16/2021 9:04:37 AM: The Port completed the seizure process of abandoned boat on 05 NOV 2021. The vessel had no value and was taken to Curry Transfer and Recycling for disposal on 09 NOV 2021, see invoice#20212105.
- 11/4/2021 10:47:02 AM: Port Staff completed and submitted to OSMB the Oregon Marine Board Seizure & Disposal report for OR356AJE, F/V: No Choice. Disposal Date: September 27, 2021.kb
- 12/29/2021 Demand Notice sent to Timothy Turner at P.O. Box 681, Keno, OR, 97627 for payment of \$4,947.62 by 14 January 2022 or account will be sent to collections. Notice sent via USPS certified return receipt requested signature. CH
- 1/11/2022 8:42:36 AM: Received notification of item, Demand Notice sent to Timothy Turner at P.O. Box 681, Keno, OR, 97627 for payment of \$4,947.62, was picked up at the post office at 9:55 am on January 10, 2022, in Keno, OR 97627. kb
- 1/24/2022 10:52:28 AM: Left a voice mail message for Mr. Turner at 1527 on Monday, January 24, 2022. Inquired about his plans to address his outstanding balance and the importance of paying the debt to clear his credit record. CH

Write off this account on accounts receivable as uncollectable and **submit this to collection agency in the amount of \$5,023.64.**

Write off this amount on accounts receivable as uncollectable in the accounts receivable and **do not submit this to collection agency in the amount of \$5,023.64.**

**Other Agreement/Terms as presented and approved.** Customer balance is \$5,023.64

\_\_\_\_\_  
Authorized / Attached Minutes

\_\_\_\_\_  
Date

9:43 AM  
 01/31/22  
 Accrual Basis

**Port of Brookings Harbor**  
**Balance Details for Turner, Timothy L.**  
**All Transactions**

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Memo</u>	<u>Due Date</u>	<u>Amount</u>	<u>Aging</u>	<u>Open Balance</u>
Invoice	20211700	09/08/2021	(No Choice B1 C28) Boat Tow, Haul Out, Impound Fee, Yard Days (8/10-9/8/21) for Storage of Vessel	09/08/2021	1,922.00	145	1,922.00
Invoice	20211705	09/24/2021	(No Choice) Additional Yard Days after 9/8/21 (Dates: 9/9/21 - 9/24/21)	09/24/2021	416.00	129	416.00
Invoice	20212105	11/15/2021	Disposing Vessel: No Choice	11/15/2021	2,211.50	77	2,211.50
<b>Total for Disposing of Vessel 'NO CHOICE'</b>							<b>4,549.50</b>
Invoice	FC 1382	01/31/2022	Finance Charge	01/31/2022	76.02		76.02
Invoice	FC 1348	12/29/2021	Finance Charge	12/29/2021	180.10	33	180.10
Invoice	FC 1309	11/30/2021	Finance Charge	11/30/2021	36.39	62	36.39
Invoice	FC 1278	10/31/2021	Finance Charge	10/31/2021	59.63	92	59.63
<b>Total Finance Charges</b>							<b>352.14</b>
Invoice	20211851	10/01/2021	Trailer Storage Tag # 208, Dates: 10/4-11/4/21	10/01/2021	61.00	122	61.00
Invoice	20211622	09/01/2021	Trailer Storage Tag # 208, Dates: 9/4-10/4/21	09/01/2021	61.00	152	61.00
<b>Total for Trailer Storage SEP 4, 2021 - NOV 4, 2021</b>							<b>122.00</b>
<b>Total</b>					<u><u>5,023.64</u></u>		<u><u>5,023.64</u></u>

## INFORMATION ITEM – K

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**DATE:** February 24, 2022  
**RE:** Congressman DeFazio Earmark Funding for WWTP Update  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Gary Dehlinger, Port Manager

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### OVERVIEW

- Congressman DeFazio earmark funding for the wastewater treatment plant is tied to the federal appropriations spending bill. Congress approved the appropriations spending bill with the earmark for the Port's WWTP. The Senate has not approved the appropriations spending bill.
- President Joe Biden has signed a bill granting a three-week extension of government funding and allowing Congress more time to reach an overdue deal financing federal agencies through the rest of the fiscal year.
- March 11, 2022 is the extended deadline to pass the appropriations spending bill.
- DeFazio's office called to reassure the earmark is still alive and believes the appropriations spending bill will be approved by March 11.

### DOCUMENTS

- None