

PORT OF BROOKINGS HARBOR
Regular Commission Meeting
Wednesday, October 19, 2022 at 2:00pm
Teleconference / Meeting Room
16350 Lower Harbor Road Suite 202, Harbor OR, 97415

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

	PAGE
1. CALL MEETING TO ORDER	
<ul style="list-style-type: none"> • Pledge of Allegiance • Roll Call • Modifications, Additions, and Changes to the Agenda • Declaration of Potential Conflicts of Interest 	
2. APPROVAL OF AGENDA	
3. APPROVAL OF MEETING MINUTES	
A. Approve Minutes of Special Commissioner Meeting Friday August 19, 2022.....	2
B. Approve Minutes of Special Commissioner Meeting Tuesday August 30, 2022.....	4
C. Approve Minutes of Special Commissioner Meeting Tuesday September 6, 2022.....	6
D. Approve Minutes of Regular Commissioner Meeting Wednesday September 21, 2022.....	8
4. PUBLIC COMMENTS – Limited to a maximum of three minutes per person. Comments by teleconference, please email your comments to danielle@portofbrookingsharbor.com prior to the meeting.	
5. MANAGEMENT REPORTS / APPROVAL	
A. September 2022 Safety, Security & Environmental Report.....	13
B. September 2022 Harbormaster Report.....	14
C. September 2022 Financial Report.....	17
6. ACTION ITEMS	
A. Draft Bell & Whistle Mobile Coffee Lease Agreement.....	34
B. Sale of Port Property.....	46
C. El Cazadores Proposal.....	93
D. Key Card System.....	107
E. RV Park Main Waterline Change Order #3.....	129
7. INFORMATION ITEMS	
A. Events.....	131
B. Port Manager Update and Special Meeting Schedule.....	132
C. OPPA Conference.....	133
D. Boat Yard Clam Shelling.....	136
8. COMMISSIONER COMMENTS	
9. NEXT REGULAR MEETING DATE – Wednesday November 16, 2022, at 2:00pm	
10. ADJOURNMENT	

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

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

Friday, August 19, 2022

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

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

1. CALL MEETING TO ORDER

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

- **Port of Brookings Harbor Commissioners Present:**
Joseph Speir, Vice-President (Pos. #1) was tardy, Sharon Hartung Secretary/Treasurer (Pos. #2); Larry Jonas (Pos. #3); Richard Heap, President (Pos. #4); and Kenneth Range (Pos. #5).
- **Port of Brookings Harbor Management and Staff:**
Travis Webster, Harbormaster; Danielle King, Safety/Administrative; and James Walker, Port Counsel
- There was one change to the agenda, Heap requested to add Action Item C – Positional Compensation for Acting Port Manager, Travis.
- There were no declarations of potential conflicts of interest.

2. APPROVAL OF AGENDA – Audio time 0:02:55

A motion was made by Hartung and seconded by Range to approve the agenda with Added Action Item C – Compensation for Acting Port Manager, Travis. The motion passed 4 – 0.

3. PUBLIC COMMENTS – Audio time 0:03:32

There were no public comments.

4. ACTION ITEMS

A. Special Districts Association of Oregon, Consulting Service Agreement – Audio time 0:03:39

Teri Dresler, Senior Consultant with SDAO, discussed the services through this agreement. Commissioner Speir arrived at 10:10AM. There was a question from the Board regarding the timeline of this agreement, advertising, the costs associated with advertising, and the prospect of filing this position.

A motion was made by Jonas and seconded by Hartung to approve SDAO Consulting Services Agreement for Port Manager recruitment as outlined, and President Richard Heap sign the Agreement. The motion passed 5 – 0.

B. Port Manager Job Description, Benefit Package, Recruitment and Selection Process Timeline – Audio time 0:17:06

The Board agreed on the timeline and discussed the hiring process. Teri Dresler also discussed with the Board what will happen with the candidates and the Boards next steps. Webster and Board discussed a pay range of \$90,000 - \$100,000 depending on experience and experience requirements. The benefits package will be the same as employees including the Port truck and two weeks' vacation already on the books in case the candidate needs time to move and adjust. Dresler and Board discussed the interview process and how the Board will interview the candidates. The Board directed Webster to look at the position announcement and approve before publishing.

A motion was made by Heap and seconded by Speir to approve the job description, benefit package, and timelines that we have outlined for the probationary period and IRA as discussed, and further direct Travis Webster to review and approve the announcement job description. The motion passed 5 – 0.

C. Positional Compensation for Acting Port Manager – Audio time 1:02:39

Heap began the conversation that Webster is taking on more tasks and should be compensated for that with a \$4 increase, until the new Port Manager arrives. Range agreed but King’s wage should go up also. Webster noted that really all office staff’s tasks have gone up.

A motion was made by Range and seconded by Speir to approve that all office staff, Travis, Danielle Kim, & April receive a 10% increase during this period we are operating without a Port Manager. Lawyer suggested to add in effective date, Board stated today. The motion passed 5 – 0.

5. INFORMATION ITEMS

A. None – Audio Time 1:10:56

6. COMMISSIONER COMMENTS – Audio time 1:10:58

Heap commented he was feeling pretty good about this process and having SDAO involved.

7. NEXT REGULAR MEETING DATE – Thursday, September 21, 2022, at 2:00PM

8. ADJOURNMENT – Audio time 1:11:53

Having no further business, the meeting adjourned at 11:11 am.

Richard Heap, President

Date Signed

Sharon Hartung, Secretary/Treasurer

Date Signed

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

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

Tuesday, August 30, 2022

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

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

1. CALL MEETING TO ORDER

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

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

2. APPROVAL OF AGENDA – Audio time 0:01:05

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

3. PUBLIC COMMENTS – Audio time 0:01:24

There were no public comments.

4. ACTION ITEMS

A. None – Audio time 0:01:30

5. INFORMATION ITEMS

A. Boat Yard Building(s) – Audio Time 0:01:33

Webster reviewed the material given to the Board, informed them that inspection of the building is still on going and pictures are being taken once a month, so far, no new changes to the building. Webster suggested to continue monitoring, see what funding sources are available or wait until the new manager arrives. Heap stated that this meeting will be the Board deciding what they want it to look like and want it to have and agreed with Webster that this should be left to the new Manager to take on. The Board agreed on focusing on storage and a shop building, like page 65 in the packet, incorporate a bathroom into the corner of the building. Each unit would have their own utility meters, fire suspension no matter what, investigate floor drains, do the essentials to each unit any additional improvements would be paid for by the tenant and tenants would have all new leases. Building options are metal or pole barn.

6. COMMISSIONER COMMENTS – Audio time 0:35:45

There will be a Commissioner Meeting September 6 at 10AM with Jack Akin regarding the wastewater treatment plant and if we like the design and concept that will be submitted to DEQ for the permitting processes.

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

8. ADJOURNMENT – Audio time 0:37:57

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

Richard Heap, President

Date Signed

Sharon Hartung, Secretary/Treasurer

Date Signed

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

DRAFT

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

Tuesday, September 6, 2022

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

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

1. CALL MEETING TO ORDER

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

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

2. APPROVAL OF AGENDA – Audio time 0:01:00

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

3. PUBLIC COMMENTS – Audio time 0:01:18

There were no public comments.

4. ACTION ITEMS

A. Presentation by Jack Akin, EMC Engineering, Wastewater Treatment Plant Design & Location – Audio time 0:01:25

Akin gave a presentation to the Board discussing where the Board was in the last meeting. Akin went into detail with the Board regarding how the system would operate, the design, the new location between Bornstein and Pacific Seafood at the Port's condemned dock. Commissioner Speir arrived at 10:20am. The membrane system, mixing zone studies, permitting process and funding. Public comment was allowed. The Board had questions about operating the plant and what will happen to the plant in the off season. Range stated that he wants a business plan. Discussion continued about funding and grant opportunities. Akin discussed the environmental information needed and advised the Board to complete the permit through DEQ and complete our deliverables to EPA, that's it at this time. We can implement phase 2 when we know we have the funds available.

A motion was made by Heap and seconded by Hartung to approve we direct EMC Engineering, Jack Akin, to proceed with the proposed design, to proceed with securing the necessary permits, to explore potential funding match through Business Oregon or other sources, and to proceed with a mixing zones study via subcontract. The motion passed 5 – 0.

Heap stated that the next time the Board talks about this item it will be to talk about the operations, costs, how we are going to proceed forward, and look at any other phase we want to implement at this time.

5. INFORMATION ITEMS

A. None – Audio Time 1:02:19

6. **COMMISSIONER COMMENTS** – Audio time 1:02:21
There were no commissioner comments.

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

8. **ADJOURNMENT** – Audio time 1:02:32

Having no further business, the meeting adjourned at 11:02 am.

Richard Heap, President

Date Signed

Sharon Hartung, Secretary/Treasurer

Date Signed

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

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

Wednesday, September 21, 2022

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

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

1. CALL MEETING TO ORDER

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

- **Port of Brookings Harbor Commissioners Present:**
Sharon Hartung Secretary/Treasurer (Pos. #2); Larry Jonas (Pos. #3); Richard Heap, President (Pos. #4); and Kenneth Range (Pos. #5). Joseph Speir, Vice-President (Pos. #1) was absent.
- **Port of Brookings Harbor Management and Staff:**
Travis Webster, Harbormaster; Danielle King, Safety/Administrative; and James Walker, Port Counsel.
- Webster requested to table Action Item D due to the quotes have not been received yet and table Action Item R. Webster requested to add Action Item S, Port Manager Search Update.
- There were no declarations of potential conflicts of interest.

2. APPROVAL OF AGENDA – Audio time 0:02:15

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

3. APPROVAL OF MEETING MINUTES – Audio time 0:02:39

- A. Approve Minutes of Special Commissioner Meeting Tuesday August 9, 2022**
- B. Approve Minutes of Special Commissioner Meeting Thursday August 11, 2022**
- C. Approve Minutes of Regular Commission Meeting Wednesday August 17, 2022**

A motion was made by Hartung and seconded by Jonas to approve the meeting minutes for August 9, 2022, August 11, 2022, and August 17, 2022. The motion passed 4 – 0.

4. PUBLIC COMMENTS – Audio time 0:03:16

There was one public comment by Dan Fraser regarding the Boat Shop & More Lease.

5. MANAGEMENT REPORTS / APPROVAL

- A. August 2022 Safety, Security, & environmental Report – Audio time 0:04:41**
King reported on staff safety training, incidents, accidents, and security issues that happened for the month of August.
- B. August 2022 Harbormaster Report – Audio time 0:05:26**
Webster reported on projects that were completed in the month of August in the RV Park, Marina, and equipment services. Reviewed with the Board that data was collected for the University of Oregon and Business Oregon to help increase funding in Oregon Ports, fraud alert at our Rogue account, and the safety alert to the new Port vehicles. The Board had further questions regarding the study through University of Oregon.
- C. August 2022 Financial Report – Audio time 0:12:50**
Webster reviewed the financial report to the Board. Board allowed public comment.

A motion was made by Jonas and seconded by Hartung to approve the Management Reports for August 2022 as discussed. The motion passed 4 – 0.

6. ACTION ITEMS

A. Boat Shop & More Lease Amendment #1 – Audio time 0:17:16

Webster reminded the Board this was discussed in a previous meeting and reviewed item; the lease space has increased. There was a question from the Board if there is a penalty for early termination, and what if we did not approve the termination. Board allowed public comments.

A motion was made by Hartung and seconded by Heap to approve Boat Shop and More, LLC Commercial Lease Amendment No. 1. The motion passed 3 – 1. Yes: Jonas, Hartung & Heap. No: Range.

B. Resolution 2022-08 Adopting Best Management Practices – Audio time 0:25:46

Webster watched a demo of the dustless sandblasting and found it very useful for vessels, approving this Resolution it will allow for this operation to happen in the Boat Yard, then we will update the 1200Z permit. The Board had questions about how the dustless blasting works and the operations. Board allowed public comment.

A motion was made by Range and seconded by Hartung to approve Draft Resolution 2022-08 adopting Best Management Practices to update Section 1.2 Scraping and Sandblasting to include dustless blasting. The motion passed 4 – 0.

C. Boat Yard Rates – Audio time 0:33:34

Since the Port is now in charge of the Boat Yard Webster wants to review our rates. The Board agreed upon Yard days at \$1.50 per foot per day, 10% environmental service charge and \$20.00 a month for outrigger poles. Webster suggested a monthly yard rate. Board allowed public comment. There was discussion about the monthly yard rate.

A motion was made by Hartung and seconded by Range to approve added rates for yard days, environmental fee, pole storage, and clean up charges as discussed. Yard days vessels per foot per day at \$1.50 a foot, monthly rate \$.75 per foot, and environmental service charges 10% of the balance, and outrigger pole storage \$20.00 a month, and clean up charges port labor and materials per hour as the port labor and materials rate. The motion passed 4 – 0.

D. Boat Yard Clam Shelling – Audio time 0:49:46

Item was tabled.

E. EMC Engineer/Scientists, LLC Agreement Amendment #1 – Audio time 0:49:50

Webster explained this is an amendment to add an additional year, everything else is the same.

A motion was made by Hartung and seconded by Jonas to approve EMC Engineer/Scientists, LLC Professional Agreement Amendment No. 2. The motion passed 4 – 0.

F. Charter and Guide Boat Sign Installation – Audio time 0:51:18

Webster went over the quotes that were received to install the signs. Dave Lacey with Oregon Coast Association will be covering the cost of the signs to be installed. The Board asked about compliance with the new charter/fishing guide fee.

A motion was made by Range and seconded by Jonas to approve Art Signs Inc. to manufacture and install 3 charter and guide boats sign. Signs to include a small 4”x4” spot for credit logos. The motion passed 4 – 0.

G. Delinquent Account Write Off Request Dylan Koster – Audio time 0:57:05

Webster explained this is the motorhome that caught on fire and was left in our boat launch parking lot, this will send him to collections.

A motion was made by Jonas and seconded by Hartung to approve delinquent account write off for \$1,757.12 from accounts receivable and submit Dylan Koster's account amount of \$1,757.12 to the Port collection agency. The motion passed 4 – 0.

H. Southern Oregon Credit Service Request for Small Claims Approval – Audio time 0:59:14

Webster reviewed this is a remaining balance for moorage, this will be sent to litigation.

A motion was made by Jonas and seconded by Hartung to approve Southern Oregon Credit Services / Collect Northwest to proceed with litigation on Dennis Thomas for the remaining debt owed. The motion passed 4 – 0.

I. Sale of Port Property – Audio time 1:00:20

Heap reviewed item with the Board. Webster explained what the next steps would be if the Board wanted to move forward with the sale. Port Counsel recommended to approve the resolution so Webster can negotiate and bring the sale agreement back to the Board for approval. Board allowed public comment.

A motion was made by Range and seconded by Jonas to approve draft Resolution 2022-09, Authorizing the Harbormaster, or his designee to enter into negotiations with the Lloyd Whaley Trust Dated January 3, 2014, for the sale of property between Lower Harbor Road and Shopping Center Avenue, Brookings, Oregon. The motion passed 4 – 0.

J. Closure of all Rogue Credit Union Accounts – Audio time 1:09:27

Webster explained the account has experienced a fraudulent charge, the card was canceled and will only use the account through Umpqua bank.

A motion was made by Jonas and seconded by Hartung to close all Port of Brookings Harbor Rogue Credit Union Accounts, including Business Saving Account #4000030600, Business Ownership Account #4000030687, and Business Platinum Credit Card Account #6000189521. The motion passed 4 – 0.

K. Umpqua Bank Account Access Authorization – Audio time 1:12:12

Webster reviewed item with the Board.

A motion was made by Jonas and seconded by Hartung to approve Board President, Richard Heap, to sign Account Access Authorization Form for authorized agents Kim Boom and Travis Webster and to revoke authorized agent Gary Dehlinger for all Umpqua Bank checking and loan accounts. The motion passed 4 – 0.

L. LGIP Authorized Bank Agents and Signers – Audio time 1:13:26

Webster reviewed item with the Board.

A motion was made by Hartung and seconded by Jonas to approve removal of Gary Dehlinger as authorized agent for Port of Brookings Harbor LGIP account(s). Motion to approve retaining Joseph Speir, position #1, with authorization for the Port of Brookings Harbor LGIP account(s) with the following permission/s: View/Access pool account information and Open/Close pool account. Motion to approve retaining Sharon Hartung, position #2, with authorization for Port of Brookings Harbor LGIP account(s) with permissions to View/Access pool account information, Add/Remove ACH/wire/transfer instructions, Open/Close pool accounts, Receive paper statements. Motion to approve retaining Larry Jonas, position #3, with authorization for the Port of Brookings Harbor LGIP account(s) with the following permission/s: View/Access pool account information and Open/Close pool account. Motion to approve retaining Richard Heap, position #4, with authorization for the Port of Brookings

Harbor LGIP account(s) with the following permission/s: View/Access pool account information, Add/Remove ACH/wire/transfer instruction, Open/Close pool account. Motion to approve retaining Kenneth Range, position #5, with authorization for the Port of Brookings Harbor LGIP account(s) with the following permission/s: View/Access pool account information and Open/Close pool account. Motion to approve adding Travis Webster with authorization for Port of Brookings Harbor LGIP account(s) with permissions to View/Access pool account information, initiate transactions, Add/Remove ACH/wire/transfer instructions, Manage permissions. Motion to approve retaining Kimberley Boom with authorization for Port of Brookings Harbor LGIP account(s) with permissions to View/Access pool account information, initiate transactions, Add/Remove ACH/wire/transfer instructions, Manage permissions. The motion passed 4 – 0.

- M. **Agreement for disbursement of SLFRF Funds (Curry County)** – Audio time 1:17:44
Webster explained these funds are a disbursement of State and Local Fiscal Recovery Funds under the American Rescue Plan Act and suggested to talk with Port Counsel before spending any of the funds.

A motion was made by Hartung and seconded by Jonas to approve Curry County Agreement for Disbursement of State and Local Fiscal Recovery Funds (SLFRF). The motion passed 4 – 0.

- N. **Mobile Concession Rate** – Audio time 1:21:33
Webster informed the Board we currently do not have a rate for this and explained the proposed rate. Range agreed on setting a rate but believes the rate is low and construction is going on would like to look at the rate again in six months. The Board had questions about the locations of the mobile concession stand and who it applies to.

Commissioner Heap left meeting at 3:30PM.

Item was tabled until further notice.

- O. **Proposal for Coffee Stand in RV Park** – Audio time 1:37:34
Webster informed the Board that a proposal was received by the owners of Bell & Whistle Coffee Shop, Matt & Anna Powers. The proposed location is in the RV Park in a closed down site with full hookups. Due to winter and construction in the RV Park, Range suggested to look at the rates in 6 months. Public comment was allowed.

A motion was made by Range and seconded by Jonas to approve proposal for mobile coffee concession stand to be placed in the Beachfront RV Park in a site with full hookups and bring draft lease for approval at October's Regular Meeting the lease will be for \$250.00 per month for a period of 6 months. The motion passed 3 – 0.

- P. **Miss Stacey Update** – Audio time 1:43:24
Webster reviewed the vessels timeline with the Board, and the owner has informed Webster that he will not be doing the survey as requested. Hartung suggested that the survey be done or terminate the moorage. There was a discussion about the termination process.

A motion was made by Range and seconded by Jonas to approve moorage of Miss Stacey be terminated unless all requirements for moorage for the Port of Brookings Harbor is met on January 1, 2023. The motion passed 3 – 0.

There was a discussion between Range and Webster about the electricity in the water.

- Q. **Portside RV Park Lease** – Audio time 1:51:56
Webster informed the Board Mr. Byrtus has sold the property to Cazadores, the new owners have a copy of the draft lease. Board allowed public comment.

A motion was made by Jonas and seconded by Range to approve the lease termination between the Port of Brookings Harbor and Portside RV Park effective September 30, 2022. The motion passed 3 – 0.

R. Permission to Display Bible Education Cart – Audio time 1:55:49
Item was tabled.

S. Port Manager Search Update – Audio time 1:56:48
Webster updated the Board, and it was recommended to keep the recruitment ad out for one or two more weeks. Range asked about where the ad is published and would like a list. Board allowed public comment.

A motion was made by Jonas and seconded by Range to approve extending the recruitment timeline for an additional 4 weeks. The motion passed 3 – 0.

7. INFORMATION ITEMS

A. SDAO Safety & Security Grant – Audio Time 2:04:45
Webster made the Board aware that we have applied for this grant to place a security camera our fuel dock.

B. Events – Audio time 2:05:52
Item was tabled.

C. Wastewater Treatment Plant Questions – Audio time 2:06:23
Webster wanted to give the Board a chance to ask any questions they had about the treatment plant. Hartung stated the position we currently are in and believes its to earlier in the processes for her questions. Range had a few comments and concerns about the communication between board and management, engineering, operations, costs, and suggested to have a special meeting with organizations about the treatment plant, would still like a business plan.

8. COMMISSIONER COMMENTS – Audio time 2:22:59

9. NEXT REGULAR MEETING DATE – Wednesday, October 19, 2022, at 2:00PM

10. ADJOURNMENT – Audio time 2:23:15

Having no further business, the meeting adjourned at 4:22 pm.

Richard Heap, President

Date Signed

Sharon Hartung, Secretary/Treasurer

Date Signed

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

SAFETY, SECURITY, AND ENVIRONMENTAL

MONTHLY REPORT

Date: October 19, 2022
Period: September 2022
To: Travis Webster, Harbormaster/Acting Port Manager
Issued By: Danielle King, Safety, Security, & Environmental Coordinator

Safety

Port staff discussed suicide awareness and resources for mental health.

Incidents

POBH recorded (7) incidents for the month of September bringing the year total to (68). Incidents included:

1. Bike were stolen in the middle of the night from an RV Park guest. Guest contacted Curry County Sheriff's.
2. A temporary moorage holder came into their slip, went to another vessel, and took (2) tie lines from the vessel causing it to swing. Moorage holder contacted Curry County Sheriffs.
3. Moorage holder slipped on the ramp going down to their boat. Maintenance checked and added slip guards where needed.
4. An RV guest was creating a large disturbance in the middle of the night, creating another guest to call the sheriffs. The following day the Park Manager checked with the guests to make sure things were quitter and noticed that the noisy RV was leaking sewage on the ground. While investigating the RV, the card holder, reservation name and RV owner were all different people. RV guest was asked to leave.
5. (2) Bikes were stolen in the middle of the night in the RV Park. Guest contacted Curry County Sheriffs.
6. Needle was found in the commercial restroom. Port maintenance properly picked up and disposed needle.
7. Moorage holder stated that at 5am he was walking to his boat and had tripped on a log, falling onto the dock and into the water for a period. He went to the hospital and could have possibly ruptured his spleen. Staff watched the security footage and see him walking to his vehicle from the vessel and leave Port property but cannot see a time that he fell, or the water being disturbed in any way, insurance was notified of the incident.

Security

Four Aces Security Solutions and POBH recorded (169) security issues for the month of September bringing the year total to (1390). Issues included:

- (58) Overnight parking tickets.
- (62) Unauthorized visitors on Port Property after hours
- (2) parking violations throughout the Port
- (35) Vehicles missing or unable to read boat launch ticket.
- (7) Parking violations in boat launch parking lot.
- (1) No camping
- (2) Unhitched trailer.
- (2) Emergency Vehicles after hours

Environmental / DEQ 1200-Z Industrial Stormwater

Monthly inspections were completed as required by our Stormwater Pollution Control Plan (SWPCP).

HARBORMASTER MONTHLY REPORT

Date: October 19th, 2022
Period: September 2022
To: Port Commission
Issued By: Travis Webster, Harbormaster

RV Park

Port called McLennan excavation for confirmation of the October work schedule, which is on time. Two flushing mechanisms were replaced in the restroom. CTR hit the roof of the RV restroom while dumping the dumpster. Pictures and an incident report was made. Roofers LLC will be out to make repairs and billing will go to CTR for payment. I have spoken to CTR and Roofers LLC to ensure that payment is made smoothly.

Occupancy Percent by Month & Year

	2019	2020*	2021	2022	Change from 2021	Forecast**
January	10.3	7.5	19	17	(2)	1
February	7.3	16	23	26	3	0
March	16.8	16.4	39	29	(10)	0
April	13.5	0	27.5	23	(4.5)	
May	26.4	5.7	43.1	31	(12.1)	
June	39.9	71.1	59.5	45	(14.5)	
July	61.3	84.7	85	72	(13)	
August	60.8	70	77	68	(9)	
September	45.4	51	64	61	(3)	
October	25.4	68	34			20
November	15.2	22	21			3
December	8.5	15	11			1

Average 27.5 35.6 41.9

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

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

Marina

Staff completed dock walks. Repairs included cleat tightening, water spicket leaks, and loose bolts.

Replacement parts for electrical pedestals arrived and were installed. Replacement parts were due to sea lion damage that occurred over the summer.

Staff began work on Travel lift, washing, and taping all hydraulic fittings. Corrosion has been an ongoing problem and has been suggested to clean and tape all fittings.

Long term boats in our boat yard were moved to allow the Boat Shop and More time to move his boats to his new leased area. Haul out agreements and new rates have been updated and ready for Port to resume operations of the boat yard.

Boat Launches Paid through Launch Machine

	2019	2020	2021	2022	Change from 2021
January	66	5	27	190	163
February	47	102	70	195	125
March	66	204	178	196	18
April	122	244	386	162	(244)
May	276	282	233	161	(72)
June	303	697	759	475	(284)
July	794	1095	826	982	156
August	875	768	716	762	46
September	350	583	713	1,027	314
October	518	713	518		
November	352	109	70		
December	53	40	60		
Totals	3,822	4,842	4,556	4150	222

Equipment Services Performed by Port Staff

Telehandler Jobs

	2019	2020	2021	2022
January	4	2	0	8
February	1	6	3	2
March	6	4	6	5
April	7	10	5	7
May	6	3	7	6
June	3	0	3	4
July	1	5	0	1
August	3	4	1	0
September	3	3	1	2
October	10	6	5	
November	3	9	13	
December	15	5	3	
Totals	62	57	47	35

Travel Lift Haul-Outs

	2019	2020	2021	2022
January	2	1	0	2
February	2	5	1	6
March	4	5	6	6
April	7	5	6	7
May	13	9	5	8
June	16	15	12	6
July	15	14	7	8
August	8	4	7	5
September	7	6	8	4
October	9	8	4	
November	8	5	12	
December	5	1	0	
Totals	96	78	68	52

Commercial Receiving Dock

Leased docks are operational and no new issues to report.

Port's public hoist continues to be used and is an asset for our users of the port.

Commercial Retail Building

Port continues to monitor the boat yard warehouse. No new changes to report. Staff has ordered material to replace a broken door at the back of the warehouse. This will be mounted to the outside of the building so that we do not impact the structure of the building.

Maintenance Crew

Staff completed 103 work orders for the month of September. Crew continues to address landscaping and fish station needs. Both Basins were walked by staffed and they identified any items that may need our attention. All outside operations are looking good.

Office Staff

All moorage renewals were completed and sent out on time. Updates in QuickBooks were completed for boatyard activities. Update of the 1200z permit was started with Aquarius Environmental. Updates included removing previous manger from all documents, apply new BMPs for dustless blasting, and change the company information to the Port of Brookings Harbor as the new operators.

FINANCIAL SUMMARY

Date: October 19, 2022
Period: Month End Report for September 2022
To: Honorable Board President and District Board Members
Issued by: Travis Webster, Harbormaster and Acting Manager

September 2022 Financial Report - Overview

Balance Sheet

End of the month unrestricted cash and equivalents totaled \$463,849. Restricted cash and equivalents totaled \$853,724 with Total Checking/Savings (cash) at \$1,355,734.

September Profit & Loss

Total revenue for all funds was \$400,108. Total expense was \$406,306. The net income for September was (\$6,198).

September Program Revenues		September Program Expenditures		Net
Beachfront RV Park	\$49,934	\$34,384		\$15,550
Commercial / Retail	\$57,003	\$38,192		\$18,811
Fuel Dock	\$132,084	\$110,877		\$21,208
General Fund Grants	\$50,000	\$583		\$49,417
Marina	\$58,901	\$70,778		(\$11,877)
Total General Fund	\$347,922	\$254,813		\$93,109

Budget Performance FY 2022-2023

Total income for all funds is 26.6%, with general fund revenues at 28.2%. Total expenditure for all funds is 13.0%, with general fund expenditure at 23.2%.

ATTACHMENTS

- Balance Sheet September 30, 2022, 2 pages
- Profit & Loss September 2022, 3 pages
- Profit & Loss Budget Performance, FY July 2022 thru June 2023 YTD, 4 pages
- September 2022 Check Register, 4 pages
- Vendor Summary for January through December 2022 YTD, 3 pages

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

Port of Brookings Harbor Balance Sheet

Cash Basis

	Sep 30, 22
ASSETS	
Current Assets	
Checking/Savings	
100 · UNRESTRICTED CASH & EQUIVALENTS	
101 · GENERAL FUND CHECKING & LGIP	
10103 · General Funds Ckg Umpqua 3634	162,097.29
10104 · RCU Business Ownership 0687	18.19
10105 · RCU Business Savings 0600	10.00
10106 · General Fund LGIP 6017	260,161.03
10107 · Dredging Fund LGIP 6254	36,221.38
Total 101 · GENERAL FUND CHECKING & LGIP	458,507.89
10101 · Petty Cash	413.99
10102 · COUNTER CASH	
10102.1 · Office/Reception Cash Drawer	400.00
10102.2 · RV Park Cash Drawer	510.00
10102.3 · Fuel Dock Cash Drawer	800.00
Total 10102 · COUNTER CASH	1,710.00
100 · UNRESTRICTED CASH & EQUIVALENTS - Other	3,217.40
Total 100 · UNRESTRICTED CASH & EQUIVALENTS	463,849.28
110 · RESTRICTED CASH & EQUIVALENTS	
104 · RESTRICTED MONEY MKT & CHECKING	
20104 · USDA BOND Umpqua MM 9529	2,520.91
30104 · Debt Service Umpqua MM 8627	2,516.30
40104 · Capital Projects Umpqua 8018	2,500.00
Total 104 · RESTRICTED MONEY MKT & CHECKING	7,537.21
105 · RESTRICTED LGIP	
20105 · USDA Bond Fund LGIP 6021	133,332.77
30105 · IFA Debt Service Fund LGIP 6020	20,813.14
50105 · Reserve Fund LGIP 6018	222,661.83
70105 · Capital Projects LGIP 6273	
70105.2 · Port Construction Fund	469,379.30
Total 70105 · Capital Projects LGIP 6273	469,379.30
Total 105 · RESTRICTED LGIP	846,187.04
Total 110 · RESTRICTED CASH & EQUIVALENTS	853,724.25
Total Checking/Savings	1,317,573.53
Accounts Receivable	
120 · ACCOUNTS RECEIVABLE	-27,626.76
Total Accounts Receivable	-27,626.76
Other Current Assets	
130 · DUE FROM TRANSFERS	
40130 · Due From Capital Projects	62,856.17
Total 130 · DUE FROM TRANSFERS	62,856.17
150 · Undeposited Funds	2,930.65
Total Other Current Assets	65,786.82
Total Current Assets	1,355,733.59
TOTAL ASSETS	1,355,733.59
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	

Port of Brookings Harbor Balance Sheet

Cash Basis

	Sep 30, 22
Credit Cards	
106.1 · RCU Business Ownership 0687	18.19
106.2 · RCU Business Savings 0600	10.00
Total Credit Cards	28.19
Other Current Liabilities	
100222 · Payroll Liabilities	
10222 · HealthCare Premium - Dependent	-1,070.69
Total 100222 · Payroll Liabilities	-1,070.69
10226 · Lodging Tax Payable	34,732.09
230 · DUE TO TRANSFERS	
40230 · Due To General Fund from CP	62,856.17
Total 230 · DUE TO TRANSFERS	62,856.17
Total Other Current Liabilities	96,517.57
Total Current Liabilities	96,545.76
Total Liabilities	96,545.76
Equity	
300 · Fund Balance	
301 · Unappropriated Balance	
10301 · General Fund Unappropriated Bal	532,465.33
20301 · Revenue Bond Unappropriate Bal	102,351.92
30301 · Debt Service Unappropriated Bal	22,758.51
40301 · Capital Project Unappropriated	40,430.77
50301 · Reserve Fund Unappropriated Bal	402,738.52
70301 · Port Const. Fund Unappropriated	569,448.67
Total 301 · Unappropriated Balance	1,670,193.72
302 · Appropriated Carryover	
10302 · General Fund Appropriated Carry	-532,465.33
20302 · Revenue Bond Appropriated Carry	-102,351.92
30302 · Debt Service Appropriated Carry	-22,758.51
40302 · Capital Proj Appropriated Carry	-40,430.77
50302 · Reserve Fund Appropriated Carry	-402,738.52
70302 · Port Const. Fund Appropriated	-569,448.67
Total 302 · Appropriated Carryover	-1,670,193.72
Total 300 · Fund Balance	0.00
Net Income	1,259,187.83
Total Equity	1,259,187.83
TOTAL LIABILITIES & EQUITY	1,355,733.59

Port of Brookings Harbor
Profit & Loss
September 2022

	Sep 22
Income	
400 · REVENUES	
401 · GENERAL FUND REVENUES	
10413 · Property Tax Prior	845.48
10414 · Interest General Fund	389.56
10418 · Miscellaneous	7.79
10420 · Grants & Other Funding - GF	50,000.00
Total 401 · GENERAL FUND REVENUES	51,242.83
402 · GENERAL FUND PROGRAM REVENUES	
10421 · MARINA	
10421.2 · MOORAGE	
10421.3 · Commercial Slip Rent	16,619.53
10421.4 · Recreational Slip Rent	15,894.14
10421.5 · Transient	1,700.65
10421.6 · Other Moorage	1,290.00
Total 10421.2 · MOORAGE	35,504.32
10422 · Boat Launch	3,765.00
10423 · STORAGE	
10423.1 · Gear Storage	5,710.80
10423.2 · Boat Storage	2,990.00
Total 10423 · STORAGE	8,700.80
10424 · ADMINISTRATIVE FEES	1,575.15
10425 · MARINE SERVICES	
10425.1 · Travelift	4,800.00
10425.3 · Other Sales & Fees	3,946.42
10425.4 · Public Hoist	294.45
Total 10425 · MARINE SERVICES	9,040.87
10426 · EVENTS ON PORT PROPERTY	315.00
Total 10421 · MARINA	58,901.14
10427 · BEACHFRONT RV PARK	
10427.1 · Space Rental	44,793.43
10427.2 · Other Sales & Fees	5,140.61
Total 10427 · BEACHFRONT RV PARK	49,934.04
10428 · COMMERCIAL RETAIL	
10428.1 · Retail Property	28,918.53
10428.2 · Docks	25,133.67
10428.3 · CPI and Other Fees	2,950.59
Total 10428 · COMMERCIAL RETAIL	57,002.79
10429 · FUEL DOCK	132,084.17
Total 402 · GENERAL FUND PROGRAM REVENUES	297,922.14
420 · USDA REVENUE BOND FUND	
20414 · Interest Revenue Bond Fund	201.54
20419 · Transfer to USDA Bond Fund	10,843.00
Total 420 · USDA REVENUE BOND FUND	11,044.54
430 · DEBT SERVICE FUND REVENUE	
30414 · Interest Debt Service Fund	84.21
30419 · Transfer to Debt Service Fund	31,958.71
Total 430 · DEBT SERVICE FUND REVENUE	32,042.92
450 · RESERVE FUND REVENUE	
50414 · Interest Reserve Fund	336.53

Port of Brookings Harbor
Profit & Loss
 September 2022

	Sep 22
50419 · Transfer to Reserve Fund	2,000.00
Total 450 · RESERVE FUND REVENUE	2,336.53
460 · DEBT SERV. RV PARK IMPROV. FUND	
60419 · Transfer OR FFC 2020 Debt Serv.	4,809.87
Total 460 · DEBT SERV. RV PARK IMPROV. FUND	4,809.87
470 · PORT CONSTRUCTION FUND REVENUE	
70414 · Interest Port Construction Fund	709.43
Total 470 · PORT CONSTRUCTION FUND REVENUE	709.43
Total 400 · REVENUES	400,108.26
Total Income	400,108.26
Gross Profit	400,108.26
Expense	
600 · GENERAL FUND EXPENDITURES	
10900 · Operating Transfers Out General	49,611.58
500 · PERSONNEL SERVICES	
10502 · Office Staff	14,548.15
10504 · Operations Staff	20,716.05
10506 · Overtime	613.39
10508 · Payroll Taxes/Costs/Benefits	
10508.1 · Paid Holidays	1,351.24
10508.2 · Sick Leave Benefit	22.00
10508.3 · Vacation	2,114.49
10508.4 · Payroll Taxes	3,981.44
10508.5 · SEP Retirement	3,704.74
Total 10508 · Payroll Taxes/Costs/Benefits	11,173.91
10510 · Health Care and Dental	7,229.16
Total 500 · PERSONNEL SERVICES	54,280.66
601 · GENERAL FUND Material & Service	
10601 · ADVERTISING & NOTIFICATIONS	1,514.76
10602 · REPAIRS & MAINTENANCE	
10602.1 · Equip. Repair/Maintenance	12,735.94
10602.2 · Supplies	13,583.51
10602.3 · Services	13,653.43
Total 10602 · REPAIRS & MAINTENANCE	39,972.88
10603 · FUEL purchased for resale	86,219.00
10605 · UTILITIES	
10605.1 · Electric	7,729.44
10605.2 · RV Park Cable TV	714.08
10605.3 · Sanitary	5,651.29
10605.5 · Telecommunications	882.21
10605.6 · Waste Removal	11,535.16
10605.7 · Water	1,812.45
Total 10605 · UTILITIES	28,324.63
10606 · OFFICE EXPENSE	1,277.45
10607 · BANK SERVICE & FINANCE FEES	4,756.61
10609 · PERMITS, LICENSES, TAXES & MISC	59.85
10610 · INSURANCE; PROP & CAS, BOND	10,370.58
10611 · PROFESSIONAL FEES	
10611.1 · Accounting/Auditing	500.00
10611.2 · Attorney	7,794.00
10611.3 · Engineering	16,860.00
10611.4 · Other Support/Consultant	3,078.32

Port of Brookings Harbor
Profit & Loss
 September 2022

	Sep 22
Total 10611 · PROFESSIONAL FEES	28,232.32
Total 601 · GENERAL FUND Material & Service	200,728.08
Total 600 · GENERAL FUND EXPENDITURES	304,620.32
630 · DEBT SERVICE FUND EXPENDITURES	
30802P · IFA PRINCIPAL	
30802.1 · OBDD #520139/Boardwalk Prin	3,793.46
30802.2 · OBDD #525172/RV Park Prin.	3,420.92
30802.3 · OBDD #525176/Green Bldg Prn	6,024.09
30802.4 · OBDD #525181/EurekaFish Prn	3,912.98
30802.5 · SPWF #L02009/Cold Strg Prin	55,663.62
30802.9 · SPWF X03004/Eureka Fishery Prin	4,684.93
Total 30802P · IFA PRINCIPAL	77,500.00
801 · Principal	
30803P · 50 BFMII Travelift Principal	4,370.00
30804P · 2018 Genie Forklift Principal	1,254.59
Total 801 · Principal	5,624.59
810 · Interest Payments	
30813I · 50 BFMII Travelift Interest	289.00
30814I · 2018 Genie Forklift Interest	210.12
Total 810 · Interest Payments	499.12
Total 630 · DEBT SERVICE FUND EXPENDITURES	83,623.71
640 · CAPT. PROJ. EXPENDITURES	
740 · CAPT. PROJ. CAPITAL OUTLAY	
40702 · Land Improvement - Capt Proj	
40702.1 · Engineering/Consultants	12,360.00
40702.3 · Services	892.00
Total 40702 · Land Improvement - Capt Proj	13,252.00
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	13,252.00
Total 640 · CAPT. PROJ. EXPENDITURES	13,252.00
660 · DEBT SERV. RV PARK EXPENDITURES	
60806P · RV Park Improv. Loan Principal	3,296.73
60815I · RV Park Improv. Loan Interest	1,513.14
Total 660 · DEBT SERV. RV PARK EXPENDITURES	4,809.87
Total Expense	406,305.90
Net Income	-6,197.64

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

	Jul - Sep 22	Budget	% of Budget
Income			
400 · REVENUES			
401 · GENERAL FUND REVENUES			
10411 · Cash Carry Over	334,747.33	490,000.00	68.3%
10412 · Property Tax Current	0.00	250,000.00	0.0%
10413 · Property Tax Prior	3,611.41	10,000.00	36.1%
10414 · Interest General Fund	1,055.44	2,000.00	52.8%
10417 · Assets Sales	0.00	10,000.00	0.0%
10418 · Miscellaneous	822.39	66,000.00	1.2%
10420 · Grants & Other Funding - GF	50,000.00	20,000.00	250.0%
Total 401 · GENERAL FUND REVENUES	390,236.57	848,000.00	46.0%
402 · GENERAL FUND PROGRAM REVENUES			
10421 · MARINA			
10421.2 · MOORAGE			
10421.3 · Commercial Slip Rent	30,243.35		
10421.4 · Recreational Slip Rent	86,900.90		
10421.5 · Transient	3,870.73	0.00	100.0%
10421.6 · Other Moorage	6,112.50		
Total 10421.2 · MOORAGE	127,127.48	0.00	100.0%
10422 · Boat Launch	13,014.00		
10423 · STORAGE			
10423.1 · Gear Storage	15,249.04		
10423.2 · Boat Storage	10,201.00		
10423 · STORAGE - Other	150.00		
Total 10423 · STORAGE	25,600.04		
10424 · ADMINISTRATIVE FEES	2,429.61	0.00	100.0%
10425 · MARINE SERVICES			
10425.1 · Travelift	10,910.00	0.00	100.0%
10425.2 · 12 K Telehandler	1,062.00	0.00	100.0%
10425.3 · Other Sales & Fees	6,845.93		
10425.4 · Public Hoist	329.45		
10425 · MARINE SERVICES - Other	0.00	0.00	0.0%
Total 10425 · MARINE SERVICES	19,147.38	0.00	100.0%
10426 · EVENTS ON PORT PROPERTY	3,166.00		
10421 · MARINA - Other	0.00	842,000.00	0.0%
Total 10421 · MARINA	190,484.51	842,000.00	22.6%
10427 · BEACHFRONT RV PARK			
10427.1 · Space Rental	177,955.14	0.00	100.0%
10427.2 · Other Sales & Fees	20,286.96	0.00	100.0%
10427 · BEACHFRONT RV PARK - Other	0.00	800,000.00	0.0%
Total 10427 · BEACHFRONT RV PARK	198,242.10	800,000.00	24.8%
10428 · COMMERCIAL RETAIL			
10428.1 · Retail Property	92,264.89	0.00	100.0%
10428.2 · Docks	52,241.01	0.00	100.0%
10428.3 · CPI and Other Fees	8,775.94	0.00	100.0%
10428 · COMMERCIAL RETAIL - Other	0.00	635,000.00	0.0%
Total 10428 · COMMERCIAL RETAIL	153,281.84	635,000.00	24.1%
10429 · FUEL DOCK	397,431.72	1,050,000.00	37.9%
Total 402 · GENERAL FUND PROGRAM REVENUE...	939,440.17	3,327,000.00	28.2%
420 · USDA REVENUE BOND FUND			
20411 · Cash Carry Over - USDA Revenue	102,841.78	102,820.00	100.0%
20414 · Interest Revenue Bond Fund	482.90	840.00	57.5%
20419 · Transfer to USDA Bond Fund	32,529.00	130,120.00	25.0%

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

	Jul - Sep 22	Budget	% of Budget
Total 420 · USDA REVENUE BOND FUND	135,853.68	233,780.00	58.1%
430 · DEBT SERVICE FUND REVENUE			
30411 · Cash Carry Over - Debt Service	23,094.07	23,100.00	100.0%
30414 · Interest Debt Service Fund	230.37	616.00	37.4%
30419 · Transfer to Debt Service Fund	95,876.13	391,484.00	24.5%
Total 430 · DEBT SERVICE FUND REVENUE	119,200.57	415,200.00	28.7%
440 · CAPITAL PROJECTS FUND REVENUE			
40411 · Cash Carry Over - Capt Proj	2,500.00	2,500.00	100.0%
40416 · Government Funding			
40416.2 · FEMA Funding	66,460.92	3,580,000.00	1.9%
40416.3 · State Lottery Funding	0.00	0.00	0.0%
Total 40416 · Government Funding	66,460.92	3,580,000.00	1.9%
40419 · Transfer to Capital Project	0.00	0.00	0.0%
Total 440 · CAPITAL PROJECTS FUND REVENUE	68,960.92	3,582,500.00	1.9%
450 · RESERVE FUND REVENUE			
50411 · Cash Carry Over - Reserve Fund	215,799.89	215,700.00	100.0%
50414 · Interest Reserve Fund	861.94	1,500.00	57.5%
50419 · Transfer to Reserve Fund	6,000.00	26,000.00	23.1%
Total 450 · RESERVE FUND REVENUE	222,661.83	243,200.00	91.6%
460 · DEBT SERV. RV PARK IMPROV. FUND			
60419 · Transfer OR FFC 2020 Debt Serv.	14,429.61	57,720.00	25.0%
Total 460 · DEBT SERV. RV PARK IMPROV. FUND	14,429.61	57,720.00	25.0%
470 · PORT CONSTRUCTION FUND REVENUE			
70411 · Cash Carry Over - Port Const.	574,018.64	572,000.00	100.4%
70414 · Interest Port Construction Fund	2,014.78	1,170.00	172.2%
Total 470 · PORT CONSTRUCTION FUND REVE...	576,033.42	573,170.00	100.5%
Total 400 · REVENUES	2,466,816.77	9,280,570.00	26.6%
Total Income	2,466,816.77	9,280,570.00	26.6%
Gross Profit	2,466,816.77	9,280,570.00	26.6%
Expense			
600 · GENERAL FUND EXPENDITURES			
10900 · Operating Transfers Out General	148,834.74	605,324.00	24.6%
500 · PERSONNEL SERVICES			
10502 · Office Staff	52,914.67	289,000.00	18.3%
10504 · Operations Staff	61,864.03	267,800.00	23.1%
10506 · Overtime	1,663.35	8,000.00	20.8%
10508 · Payroll Taxes/Costs/Benefits			
10508.1 · Paid Holidays	2,668.96	0.00	100.0%
10508.2 · Sick Leave Benefit	961.81	0.00	100.0%
10508.3 · Vacation	10,556.16	0.00	100.0%
10508.4 · Payroll Taxes	13,296.76	0.00	100.0%
10508.5 · SEP Retirement	12,324.18	0.00	100.0%
10508 · Payroll Taxes/Costs/Benefits - Other	0.00	193,300.00	0.0%
Total 10508 · Payroll Taxes/Costs/Benefits	39,807.87	193,300.00	20.6%
10510 · Health Care and Dental	24,985.91	106,600.00	23.4%
10512 · Workers Compensation	20,639.83	22,000.00	93.8%
Total 500 · PERSONNEL SERVICES	201,875.66	886,700.00	22.8%
601 · GENERAL FUND Material & Service			
10601 · ADVERTISING & NOTIFICATIONS	2,260.29	5,624.00	40.2%
10602 · REPAIRS & MAINTENANCE			
10602.1 · Equip. Repair/Maintenance	20,846.56	0.00	100.0%
10602.2 · Supplies	48,169.38	0.00	100.0%

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

	Jul - Sep 22	Budget	% of Budget
10602.3 · Services	31,171.84	0.00	100.0%
10602 · REPAIRS & MAINTENANCE - Other	0.00	635,490.00	0.0%
Total 10602 · REPAIRS & MAINTENANCE	100,187.78	635,490.00	15.8%
10603 · FUEL purchased for resale	298,742.82	924,000.00	32.3%
10605 · UTILITIES			
10605.1 · Electric	23,481.75	0.00	100.0%
10605.2 · RV Park Cable TV	1,904.24	0.00	100.0%
10605.3 · Sanitary	14,832.74	0.00	100.0%
10605.5 · Telecommunications	3,175.23	0.00	100.0%
10605.6 · Waste Removal	29,091.10	0.00	100.0%
10605.7 · Water	6,744.32	0.00	100.0%
10605 · UTILITIES - Other	0.00	379,164.00	0.0%
Total 10605 · UTILITIES	79,229.38	379,164.00	20.9%
10606 · OFFICE EXPENSE	6,203.36	51,032.00	12.2%
10607 · BANK SERVICE & FINANCE FEES	17,086.49	64,134.00	26.6%
10608 · TRAINING & TRAVEL	136.74	8,453.00	1.6%
10609 · PERMITS, LICENSES, TAXES & MISC	646.80	46,089.00	1.4%
10610 · INSURANCE; PROP & CAS, BOND	31,027.78	126,314.00	24.6%
10611 · PROFESSIONAL FEES			
10611.1 · Accounting/Auditing	1,500.00	0.00	100.0%
10611.2 · Attorney	27,010.50	0.00	100.0%
10611.3 · Engineering	31,045.87	0.00	100.0%
10611.4 · Other Support/Consultant	4,779.16	0.00	100.0%
10611 · PROFESSIONAL FEES - Other	0.00	175,000.00	0.0%
Total 10611 · PROFESSIONAL FEES	64,335.53	175,000.00	36.8%
601 · GENERAL FUND Material & Service - Other	376.58		
Total 601 · GENERAL FUND Material & Service	600,233.55	2,415,300.00	24.9%
710 · GENERAL FUND CAPITAL OUTLAY			
10702 · Land Improvements	6,426.40		
10704 · Equipment	7,105.73	0.00	100.0%
710 · GENERAL FUND CAPITAL OUTLAY - Other	0.00	25,000.00	0.0%
Total 710 · GENERAL FUND CAPITAL OUTLAY	13,532.13	25,000.00	54.1%
920 · OPERATING CONTINGENCY	0.00	217,676.00	0.0%
Total 600 · GENERAL FUND EXPENDITURES	964,476.08	4,150,000.00	23.2%
620 · USDA REVENUE BOND EXPENDITURES			
20801P · USDA Revenue Bond Principal	0.00	83,913.00	0.0%
20810I · USDA Revenue Bond Interest	0.00	46,207.00	0.0%
Total 620 · USDA REVENUE BOND EXPENDITURES	0.00	130,120.00	0.0%
630 · DEBT SERVICE FUND EXPENDITURES			
30802P · IFA PRINCIPAL			
30802.1 · OBDD #520139/Boardwalk Prin	3,793.46	0.00	100.0%
30802.2 · OBDD #525172/RV Park Prin.	3,420.92	0.00	100.0%
30802.3 · OBDD #525176/Green Bldg Prn	6,024.09	0.00	100.0%
30802.4 · OBDD #525181/EurekaFish Prn	3,912.98	0.00	100.0%
30802.5 · SPWF #L02009/Cold Strg Prin	55,663.62	0.00	100.0%
30802.8 · SPWF L02001/MarineFuel Dock Prn	0.00	0.00	0.0%
30802.9 · SPWF X03004/Eureka Fishery Prin	4,684.93	0.00	100.0%
30802P · IFA PRINCIPAL - Other	0.00	318,000.00	0.0%
Total 30802P · IFA PRINCIPAL	77,500.00	318,000.00	24.4%
801 · Principal			
30803P · 50 BFMII Travelift Principal	13,050.27	53,293.00	24.5%
30804P · 2018 Genie Forklift Principal	3,751.62	15,374.00	24.4%

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

	Jul - Sep 22	Budget	% of Budget
Total 801 · Principal	16,801.89	68,667.00	24.5%
810 · Interest Payments			
30813I · 50 BFMII Travelift Interest	926.73	2,623.00	35.3%
30814I · 2018 Genie Forklift Interest	642.51	2,210.00	29.1%
Total 810 · Interest Payments	1,569.24	4,833.00	32.5%
Total 630 · DEBT SERVICE FUND EXPENDITURES	95,871.13	391,500.00	24.5%
640 · CAPT. PROJ. EXPENDITURES			
40602 · Materials & Services Capt Proj	0.00	0.00	0.0%
740 · CAPT. PROJ. CAPITAL OUTLAY			
40702 · Land Improvement - Capt Proj			
40702.1 · Engineering/Consultants	25,306.00	0.00	100.0%
40702.2 · Supplies	0.00	0.00	0.0%
40702.3 · Services	892.00		
40702 · Land Improvement - Capt Proj - Other	0.00	3,580,000.00	0.0%
Total 40702 · Land Improvement - Capt Proj	26,198.00	3,580,000.00	0.7%
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	26,198.00	3,580,000.00	0.7%
Total 640 · CAPT. PROJ. EXPENDITURES	26,198.00	3,580,000.00	0.7%
650 · RESERVE FUND EXPENDITURES			
50200 · RESERVE for FUTURE EXPENDITURE	0.00	243,200.00	0.0%
Total 650 · RESERVE FUND EXPENDITURES	0.00	243,200.00	0.0%
660 · DEBT SERV. RV PARK EXPENDITURES			
60806P · RV Park Improv. Loan Principal	9,866.12	39,900.00	24.7%
60815I · RV Park Improv. Loan Interest	4,563.49	17,820.00	25.6%
Total 660 · DEBT SERV. RV PARK EXPENDITURES	14,429.61	57,720.00	25.0%
670 · PORT CONST FUND EXPENDITURES			
70100 · PORT CONST. CAPITAL OUTLAY			
70700 · Land Improvement - Port Const.			
70701.3 · Services	106,654.12		
70700 · Land Improvement - Port Const. - Ot...	0.00	0.00	0.0%
Total 70700 · Land Improvement - Port Const.	106,654.12	0.00	100.0%
70100 · PORT CONST. CAPITAL OUTLAY - Other	0.00	573,170.00	0.0%
Total 70100 · PORT CONST. CAPITAL OUTLAY	106,654.12	573,170.00	18.6%
Total 670 · PORT CONST FUND EXPENDITURES	106,654.12	573,170.00	18.6%
930 · Fund Balances			
10930 · Unappropriated Balance GF	0.00	25,000.00	0.0%
20930 · Unappropriated Balance-USDA	0.00	103,660.00	0.0%
30930 · Unappropriated Balance Debt	0.00	23,700.00	0.0%
40930 · Unappropriated Balance Capt Pro	0.00	2,500.00	0.0%
Total 930 · Fund Balances	0.00	154,860.00	0.0%
Total Expense	1,207,628.94	9,280,570.00	13.0%
Net Income	1,259,187.83	0.00	100.0%

Port of Brookings Harbor

Check Registers

As of September 30, 2022

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
100 · UNRESTRICTED CASH & EQUIVALENTS						
101 · GENERAL FUND CHECKING & LGIP						
10103 · General Funds Ckg Umpqua 3634						
Bill Pmt -Check	ACH DEBIT	09/06/2022	US Bank Equipment Finance	Contract No. 500-0623925-000 RICOH IMC6000 Copier		223.20
Bill Pmt -Check	ACH DEBIT	09/06/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale	17,276.64	
Check	ACH DEBIT	09/02/2022	ADP	Advice of Debit 613182164 Payroll Date: 08/24/2022	145.83	
Bill Pmt -Check	ACH DEBIT	09/13/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale	16,002.50	
Bill Pmt -Check	ACH DEBIT	09/06/2022	Spectrum Business 8752 19 060 02470...	Internet & Voice for Port Meeting Room 08/19/22 - 09/18/22	124.98	
Bill Pmt -Check	ACH DEBIT	09/06/2022	Spectrum Business 8752 19 060 02513...	Internet & Voice for Port Shop Offices 08/17/22 - 09/16/22	117.97	
Bill Pmt -Check	ACH DEBIT	09/02/2022	Intuit	8744861 - Upgrades to software VALID AUG 2022 - AUG 2024	2,249.99	
Check	ACH DEBIT	09/02/2022	Elavon	AUG 2022 MERCHANT SERVICE FEE ACCT#316	938.04	
Check	ACH DEBIT	09/02/2022	Elavon	AUG 2022 MERCHANT SERVICE FEE ACCT#873 Ventek Boat Launch	180.44	
Check	ACH DEBIT	09/02/2022	Elavon	AUG 2022 MERCHANT SERVICE FEE ACCT#951	1,441.92	
Bill Pmt -Check	ACH DEBIT	09/06/2022	Chevron Business Card	Account #: 0496007075666 Fuel Purchases for Port Vehicles/Equipment	542.19	
Bill Pmt -Check	ACH DEBIT	09/06/2022	Zply Fiber 541-412-7930-102902-5	541-412-7930-102902-5 Fuel Dock Telephone	43.09	
Bill Pmt -Check	ACH DEBIT	09/16/2022	Zply Fiber 541-469-5867-121516-5	541-469-5867-121516-5 Beachfront RV Park	84.64	
Bill Pmt -Check	ACH DEBIT	09/27/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale	15,450.42	
Bill Pmt -Check	ACH DEBIT	09/29/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale	16,534.00	
Bill Pmt -Check	ACH DEBIT	09/28/2022	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale	20,955.44	
Bill Pmt -Check	ACH DEBIT	09/19/2022	Chevron Business Card	Account #: 0496007075666 Fuel Purchases for Port Vehicles/Equipment	435.98	
Bill Pmt -Check	ACH DEBIT	09/28/2022	Spectrum Business 8752 19 060 00251...	8752 19 060 0025169-Beachfront RV Internet	105.22	
Check	ACH DEBIT	09/16/2022	ADP	Advice of Debit 614326883 Payroll Date: 09/7/2022	145.83	
Bill Pmt -Check	ACH DEBIT	09/19/2022	VERIZON WIRELESS	Account#742050310-00001 Mobile Phones for Staff	296.33	
Bill Pmt -Check	ACH DEBIT	09/28/2022	Dish Network	ACCOUNT#8255707024149507	714.08	
Bill Pmt -Check	ACH DEBIT	09/22/2022	Spectrum Business 8752 19 060 02264...	Internet for Port Office 09/05/2022 - 10/04/2022	109.98	
Bill Pmt -Check	ACH DEBIT	09/20/2022	Chevron Business Card	Account #: 0496007075666 Fuel Purchases for Port Vehicles/Equipment	435.98	
Bill Pmt -Check	ACH DEBIT	09/21/2022	Pitney Bowes, Inc.	Power Postage Acct# 8000-9000-0324-9186 - Postage Refill	300.00	
Check	ACH DEBIT	09/30/2022	ADP	Advice of Debit 615368742 Payroll Date: 09/21/2022	145.83	
Check	ACH DEBIT	09/30/2022	ADP	Advice of Debit #615537792 ezLaborManager/ADP 300 Timeclock (3 Timeclocks)	176.85	
Bill Pmt -Check	ATM DEBIT	09/06/2022	Rentprep Enterprise/Fidelis Screening	3 Moorage Background checks	59.85	
Bill Pmt -Check	ATM DEBIT	09/07/2022	US Relay/HD Relay	HD Relay Advanced Streaming - 500GB Monthly	99.00	
Bill Pmt -Check	ATM DEBIT	09/08/2022	Firefly Reservations	Beachfront RV Park reservation system	199.00	
Bill Pmt -Check	ATM DEBIT	09/22/2022	FRED MEYER	PC Emergency Immune & Surge Power Protector	70.26	
Bill Pmt -Check	ATM DEBIT	09/22/2022	Autoglass Masters	09/01/2022 - Chip Repair - EQ#1111 2022 Ford Maverick	50.00	
Bill Pmt -Check	ATM DEBIT	09/26/2022	SimpliSafe	Support for Port Office Alarm System SUPPORT SEP 2022	14.99	
Bill Pmt -Check	ATM DEBIT	09/27/2022	Fluid Manufacturing	2 - SINGLE COIN, ELECTRONIC COIN ACCEPTOR for RV Park (inventory)	357.15	
Check	DEBIT	09/07/2022	Edward Jones	Employer Contribution 09/07/2022 ConfirmationT4CJ7-CK0RX	142.25	
Check	DEBIT	09/07/2022	Edward Jones	Employer Contribution 09/07/2022 ConfirmationT4CJ7-CKTNJ	248.80	
Check	DEBIT	09/07/2022	Edward Jones	Employer Contribution 09/07/2022 ConfirmationT4CJ7-CKWL9	155.61	
Check	DEBIT	09/07/2022	Edward Jones	Employer Contribution 09/07/2022 ConfirmationT4CJ7-CKYF4	156.07	
Check	DEBIT	09/07/2022	Edward Jones	Employer Contribution 09/07/2022 ConfirmationT4CJ7-CL04F	63.18	
Check	DEBIT	09/07/2022	Edward Jones	Employer Contribution 09/07/2022 ConfirmationT4CJ7-CL1GV	193.97	
Check	DEBIT	09/07/2022	Edward Jones	Employer Contribution 09/07/2022 ConfirmationT4CJ7-CL2SS	178.29	
Check	DEBIT	09/07/2022	Edward Jones	Employer Contribution 09/07/2022 ConfirmationT4CJ7-CL4FS	143.16	
Check	DEBIT	09/07/2022	Edward Jones	Employer Contribution 09/07/2022 ConfirmationT4CJ7-CL68G	350.80	
Check	DEBIT	09/07/2022	TD Ameritrade	Employer Contribution 09/07/2022 ConfirmationT4CJ7-CL7H5	227.58	
Check	DEBIT	09/06/2022	BL/ RV Park	STRIPE DEBIT - Refunds issued SEP 01	1,568.16	
Check	DEBIT	09/21/2022	Edward Jones	Employer Contribution 09/21/2022 ConfirmationT5PH0-TBJP0	147.22	
Check	DEBIT	09/21/2022	Edward Jones	Employer Contribution 09/21/2022 ConfirmationT5PH0-TC884	248.80	
Check	DEBIT	09/21/2022	Edward Jones	Employer Contribution 09/21/2022 ConfirmationT5PH0-TCB22	154.75	
Check	DEBIT	09/21/2022	Edward Jones	Employer Contribution 09/21/2022 ConfirmationT5PH0-TCC9W	156.00	
Check	DEBIT	09/21/2022	Edward Jones	Employer Contribution 09/21/2022 ConfirmationT5PH0-TCDTV	76.33	
Check	DEBIT	09/21/2022	Edward Jones	Employer Contribution 09/21/2022 ConfirmationT5PH0-TCGBO	193.41	
Check	DEBIT	09/21/2022	Edward Jones	Employer Contribution 09/21/2022 ConfirmationT5PH0-TCJ0Q	179.08	
Check	DEBIT	09/21/2022	Edward Jones	Employer Contribution 09/21/2022 ConfirmationT5PH0-TCKGG	144.53	
Check	DEBIT	09/21/2022	Edward Jones	Employer Contribution 09/21/2022 ConfirmationT5PH0-TCM0L	350.80	

**Port of Brookings Harbor
Check Registers**

As of September 30, 2022

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Check	DEBIT	09/21/2022	TD Ameritrade	Employer Contribution 09/21/2022 ConfirmationT5PH0-TCP10		194.11
Check	DEBIT	09/20/2022		Miscellaneous Debit - Store Currency Deposited and Sold for 08/2022		12.50
Check	DEBIT	09/26/2022	BL/ RV Park	STRIPE DEBIT for Refunds issued on SEP 22, 2022		773.33
Bill Pmt -Check	PayPal	09/28/2022	Zoom Video Communications Inc.	Account#113208511		14.99
Bill Pmt -Check	PayPal	09/26/2022	DropBox	DropBox Annual Subscription Cloud Storage		119.88
Bill Pmt -Check	PayPal	09/28/2022	Adobe	Adobe Acrobat Pro DC Annual Plan Paid Monthly 27-SEP-2022 to 26-OCT-2022		14.99
General Journal	DEBT 09/01	09/01/2022		Transfer to Debt Service Fund for Travelift Payment		4,659.00
General Journal	DEBT 09/01	09/01/2022		Transfer to Debt Service Fund for Fork Lift Payment		1,464.71
General Journal	DEBT 09/01	09/01/2022		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment		4,809.87
General Journal	GF 09/01	09/01/2022		Transfer \$30,000 from LGIP to Umpqua Bank - General Funds	30,000.00	
General Journal	IFA 09/01	09/01/2022		Transfer to IFA Debt Service for 3rd QTR 2022 Pmt		25,835.00
General Journal	RES 09/01	09/01/2022		Transfer to Reserve Fund		2,000.00
General Journal	USDA 09/01	09/01/2022		To transfer to USDA Revenue Bond Fund for November 2022 Payment		10,843.00
General Journal	CP 09/02	09/02/2022		Transfer to Capital Projects for payment to EMC Engineering inv#91009-2199		5,140.00
General Journal	OSP 09/02	09/02/2022		Pmt from Oregon State Police Doc#VP332255 - Fuel for F/V: GUARDIAN	813.74	
General Journal	GF 09/07	09/07/2022		Transfer \$25,000 from LGIP to Umpqua Bank - General Funds	25,000.00	
General Journal	PAY 09/07	09/07/2022		Rec 09/07/2022 payroll		15,174.58
General Journal	TAX 09/07	09/07/2022		Rec 09/07/2022 payroll		6,026.01
General Journal	USCG 9/16	09/16/2022		Pmt from USCG for OCT'21 to AUG'22 Leases	10,708.92	
General Journal	CP 09/21	09/21/2022		Transfer to Capital Projects for payment to EMC Engineering inv#91009-2201		7,220.00
General Journal	PAY 09/21	09/21/2022		Rec 09/21/2022 payroll		14,939.91
General Journal	TAX 09/21	09/21/2022		Rec 09/21/2022 payroll		5,853.70
General Journal	CP 09/23	09/23/2022		Transfer to Capital Projects for payment to Department of State Lands - JPA Permit Processing Fee		892.00
General Journal	GF 09/27	09/27/2022		General Fund Internal Transfer Umpqua 3634 to LGIP 6017 - Funds received from Curry County ARP ...		50,000.00
General Journal	USCG 09/27	09/27/2022		SEP 2022 LEASE Pmt	965.00	
Check	11148	09/02/2022	Travis B Webster	Reimbursement for expenditure to Curry County Community Development/JPA Permit Review inv#22-...		102.50
Check	11149	09/02/2022	Brent K Ferguson	Reimbursement for expenditure to Pressure Washers Direct - Pressure Washer Hose Adapters inv#5-...		34.78
Bill Pmt -Check	11150	09/02/2022	Anchor Lock & Key	08/26/2022 Installation of Door Closures - new heavy duty at Hungry Clam & 09/02/2022 - Installa...		804.00
Bill Pmt -Check	11151	09/02/2022	Curry Transfer & Recycling	Account #2040-2434-001 Trash Dumpsters		11,723.16
Bill Pmt -Check	11152	09/02/2022	Desi's Tree Trimming	08/31/2022 - Labor to top trees at Fisherman's Memorial		900.00
Bill Pmt -Check	11153	09/02/2022	EMC-Engineers/Scientists, LLC	\$9,600 WWTP and \$2,010 Boatlift Rock/Sediment Pile		11,610.00
Bill Pmt -Check	11154	09/02/2022	Englund Marine Supply Co.	Petro Tape - EQ#4605 50T Marine Travel Lift		94.36
Bill Pmt -Check	11155	09/02/2022	Fastenal Industrial Supplies	Customer No.ORBK0013 Toiletries & Supplies		2,561.14
Bill Pmt -Check	11156	09/02/2022	GCB Automation & Marine LLC	09/01/2022 - Conduct survey of boats on J and Q dock for AC shore power issues		360.00
Bill Pmt -Check	11157	09/02/2022	Gowman Electric, Inc.	CCB: 198999 Electrical Repair		180.00
Bill Pmt -Check	11158	09/02/2022	Grainger	ACCT# 822663001 DRAIN CLEANING MACHINE w/Attachments		1,252.61
Bill Pmt -Check	11159	09/02/2022	Harbor Sanitary District	AUGUST 2022 Sanitary Bill		5,651.29
Bill Pmt -Check	11160	09/02/2022	Quill Corporation	ACCT#1932158 Office Supplies		147.74
Bill Pmt -Check	11161	09/02/2022	SDAO Spec. Dist. Assoc. OR - Prop & ...	Policy#31P16414-203 Customer ID: 01-16414 - 2021 PROPERTY & CASUALTY POLICY		10,328.58
Bill Pmt -Check	11162	09/02/2022	Harbor Logging Supply, Inc.	Materials for EQ#4605 50T Marine Travel Lift		50.47
Bill Pmt -Check	11163	09/02/2022	SDAO Spec. Dist. Assoc. OR - Healthc...	Customer #: 03-0016414 - HEALTHCARE PREMIUM		8,694.43
Bill Pmt -Check	11164	09/06/2022	Country Media, Inc.	CUST# 38747 Curry Coastal Pilot Notices		66.76
Bill Pmt -Check	11165	09/06/2022	Del-Cur Supply Co-op	Customer No. 38700 Hardware & Other Supplies		1,700.00
Bill Pmt -Check	11166	09/21/2022	EMC-Engineers/Scientists, LLC	36.10 Hrs Port Engineering RE WWTP \$3,610.00 & 16.4 HRS. Port Engineering for JPA Permit \$1,64...		5,250.00
Bill Pmt -Check	11167	09/21/2022	101 Things To Do	¼ Page Advertisement in 101 Things To Do for RV Park and Port		1,448.00
Bill Pmt -Check	11168	09/21/2022	Amazon Capital Services	Business Account #A2VUC5YWS42764 - Supplies/Materials		410.60
Bill Pmt -Check	11169	09/21/2022	Anchor Lock & Key	09/12/2022 - LABOR to install auto closures on shower door at Beachfront RV Park Restroom		278.00
Bill Pmt -Check	11170	09/21/2022	BI-MART	Account #931481 Water & Supplies		43.68
Bill Pmt -Check	11171	09/21/2022	Del-Cur Supply Co-op	Customer No. 38700 Hardware & Other Supplies		27.82
Bill Pmt -Check	11172	09/21/2022	Fastenal Industrial Supplies	Customer No.ORBK0013 Toiletries & Supplies		56.03
Bill Pmt -Check	11173	09/21/2022	Four Aces Security Solutions LLC	AUGUST 2022 - 62 Hours Security Patrol - 34%Marina, 33%Beachfront RV Park, 33%Commercial R...		2,873.70
Bill Pmt -Check	11174	09/21/2022	Gerald W. Burns, CPA	Financial Consultant Agreement		500.00
Bill Pmt -Check	11175	09/21/2022	John Kellum/John's Portable Welding	09/06/2022 - LABOR - Welding at Fish Station - fixed grates at tables		75.00
Bill Pmt -Check	11176	09/21/2022	Kendrick Equipment USA LLC	HOSE ASSEMBLY - EQ#4605 50T Marine Travel Lift		77.82
Bill Pmt -Check	11177	09/21/2022	NAPA Auto Part	ACCT#60285 Vehicle/Equip Maint. & Supplies		35.88
Bill Pmt -Check	11178	09/21/2022	Slice Recovery	660 Bundles FIREWOOD for Resale RV Park		2,112.00



**Port of Brookings Harbor
Check Registers**

Cash Basis

As of September 30, 2022

Type	Num	Date	Name	Memo	Debit	Credit
Bill Pmt -Check	11179	09/21/2022	SDAO Spec. Dist. Assoc. OR - Prop & ...	Policy#31P16414-203 Customer ID: 01-16414 - 2021 PROPERTY & CASUALTY POLICY		42.00
Bill Pmt -Check	11180	09/21/2022	Ferguson Enterprises, Inc.	Customer #639327 & Acct#1120898 Plumbing Supplies		297.02
Bill Pmt -Check	11181	09/21/2022	Kendrick Equipment USA LLC	KELL PADS & SLINGS - EQ#4605 50T Marine Travel Lift		5,430.22
Bill Pmt -Check	11182	09/21/2022	NAPA Auto Part	ACCT#60285 Vehicle/Equip Maint. & Supplies		9.95
Bill Pmt -Check	11183	09/21/2022	SO Backflow Techs	09/16/2022-ANNUAL BACKFLOW TEST		390.00
Bill Pmt -Check	11184	09/21/2022	Thermo Fluids, Inc.	Account # PO24273 Removal of Used Oil and Oily Water		173.25
Bill Pmt -Check	11185	09/21/2022	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		35.00
Bill Pmt -Check	11186	09/21/2022	Pump Pipe & Tank Services, LLC	07/25/2022-09/02/2022 Services Calibration on Fast Pump, Installation new tank monitor & for Fil...		6,792.68
Bill Pmt -Check	11187	09/21/2022	Englund Marine Supply Co.	Petro Tape - EQ#4605 50T Marine Travel Lift		46.69
Bill Pmt -Check	11188	09/21/2022	Kendrick Equipment USA LLC	SEP 2, 2022 ANNUAL INSPECTION OF EQ# 4605 TRAVELIFT 50BFMII		5,312.75
Bill Pmt -Check	11189	09/22/2022	5-R Excavation, LLC	CCB: 155657 - 08/10/2022 - Vacuuming out catch and excavating holes for perk test		690.00
Check	11190	09/23/2022	Rogue Credit Union	VOID: ACCT #9521 CREDIT CARD#7681 Statement Period ending 08/2/2022-09/23/2022	0.00	
Bill Pmt -Check	11191	09/23/2022	Rogue Credit Union	Membership #306 Acct#6000189521 CC Ending#7681 Statement Period ending 08/2/2022-09/23/2022		680.52
Bill Pmt -Check	11192	09/26/2022	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Supplies & Materials		2,639.62
Bill Pmt -Check	11193	09/26/2022	BI-MART	Account #931481 Water & Supplies		102.94
Bill Pmt -Check	11194	09/30/2022	Coos-Curry Electric Cooperative, Inc.	ACCT # 67601 Electrical Service		7,729.44
Bill Pmt -Check	11195	09/30/2022	Amazon Capital Services	Business Account #A2VUC5YWS42764 - Supplies/Materials		65.39
Bill Pmt -Check	11196	09/30/2022	Anchor Lock & Key	12 Master Locks		180.00
Bill Pmt -Check	11197	09/30/2022	BI-MART	Account #931481 Water & Supplies		37.16
Bill Pmt -Check	11198	09/30/2022	Desi's Tree Trimming	09/26/2022 - Labor - Removed chip brush from barge basin		350.00
Bill Pmt -Check	11199	09/30/2022	Gowman Electric, Inc.	CCB: 198999 Electrical Repair		402.80
Bill Pmt -Check	11200	09/30/2022	Harbor Water District P.U.D.	08/22/2022 - 09/21/2022 SERVICE/WATER BILL		1,812.45
Bill Pmt -Check	11201	09/30/2022	Les Schwab Tire Center	ACCT#24804672 - Set of Tires - EQ#1108 2017 F250 Ford Truck		899.84
Bill Pmt -Check	11202	09/30/2022	Miller Nash LLP	Legal Services		7,794.00
Bill Pmt -Check	11203	09/30/2022	Pape Material Handling	Customer No. 1070715 Equipment Maintenance & Repair		434.15
Total 10103 · General Funds Ckg Umpqua 3634					67,487.66	368,891.21
Total 101 · GENERAL FUND CHECKING & LGIP					67,487.66	368,891.21
10101 · Petty Cash						
Total 10101 · Petty Cash						
Total 100 · UNRESTRICTED CASH & EQUIVALENTS					67,487.66	368,891.21
110 · RESTRICTED CASH & EQUIVALENTS						
104 · RESTRICTED MONEY MKT & CHECKING						
20104 · USDA BOND Umpqua MM 9529						
Total 20104 · USDA BOND Umpqua MM 9529						
30104 · Debt Service Umpqua MM 8627						
60104 · OR FFC 2020 Debt Service						
Check	DEBIT	09/15/2022	Umpqua Bank/OR FFC Agreement 2020	OR FFC Agreement 2020 Payment #26		4,809.87
General Journal	DEBT 09/01	09/01/2022		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment	4,809.87	
Total 60104 · OR FFC 2020 Debt Service					4,809.87	4,809.87
30104 · Debt Service Umpqua MM 8627 - Other						
Check	DEBIT	09/22/2022	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #71 - 50 BFMII Travelift		4,659.00
Check	DEBIT	09/15/2022	Umpqua Bank/Loan#747041620	Genie Reach Forklift Loan#747041620 Payment #55		1,464.71
General Journal	DEBT 09/01	09/01/2022		Transfer to Debt Service Fund for Travelift Payment	4,659.00	
General Journal	DEBT 09/01	09/01/2022		Transfer to Debt Service Fund for Fork Lift Payment	1,464.71	
Total 30104 · Debt Service Umpqua MM 8627 - Other					6,123.71	6,123.71
Total 30104 · Debt Service Umpqua MM 8627					10,933.58	10,933.58
40104 · Capital Projects Umpqua 8018						

29

**Port of Brookings Harbor
Check Registers**

Cash Basis

As of September 30, 2022

Type	Num	Date	Name	Memo	Debit	Credit
40104.1 · Government Funds						
General Journal	CP 09/02	09/02/2022		Transfer to Capital Projects for payment to EMC Engineering inv#91009-2199	5,140.00	
General Journal	CP 09/21	09/21/2022		Transfer to Capital Projects for payment to EMC Engineering inv#91009-2201	7,220.00	
General Journal	CP 09/23	09/23/2022		Transfer to Capital Projects for payment to Department of State Lands - JPA Permit Processing Fee	892.00	
Bill Pmt -Check	428	09/02/2022	EMC-Engineers/Scientists, LLC	51.4 Hrs. PW162-1 FEMA 4432 & 4452 - Engineering		5,140.00
Bill Pmt -Check	429	09/21/2022	EMC-Engineers/Scientists, LLC	72.20 Engineering Hrs- PW162-1 FEMA 4432 & 4452 & Reimbursements		7,220.00
Bill Pmt -Check	430	09/23/2022	Department of State Lands	JPA - Permit Processing Fee 2022 Removal - Fill		892.00
Total 40104.1 · Government Funds					13,252.00	13,252.00
40104 · Capital Projects Umpqua 8018 - Other						
General Journal	OSP 09/02	09/02/2022		Pmt from Oregon State Police Doc#VP332255 - Fuel for FV: GUARDIAN		813.74
General Journal	USCG 9/16	09/16/2022		Pmt from USCG for OCT'21 to AUG'22 Leases		10,708.92
General Journal	USCG 09/27	09/27/2022		SEP 2022 LEASE Pmt		965.00
Total 40104 · Capital Projects Umpqua 8018 - Other					0.00	12,487.66
Total 40104 · Capital Projects Umpqua 8018					13,252.00	25,739.66
Total 104 · RESTRICTED MONEY MKT & CHECKING					24,185.58	36,673.24
Total 110 · RESTRICTED CASH & EQUIVALENTS					24,185.58	36,673.24
TOTAL					91,673.24	405,564.45

30

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

Cash Basis

January through September 2022

	<u>Jan - Sep 22</u>
101 Things To Do	1,448.00
5-R Excavation, LLC	6,125.07
Adobe	134.91
ADP	4,920.78
Amazon Capital Services	6,255.23
Amber Espinoza	585.00
Anchor Lock & Key	1,372.00
Aquarius Environmental, LLC	7,220.00
Asurion Wireless Insurance	19.00
Autoglass Masters	50.00
Beautiful Blinds Shutters & Shades	835.00
BI-MART	801.07
Billeter Marine, LLC-vendor	1,546.50
Black & Rice LLP	817.00
Boardwalk Mail Service	117.00
Boat Launch Kiosk	120.00
Boat Shop & More LLC	920.00
BoatU.S. Boat Graphics & Lettering	217.15
BOLI PWR	250.00
BoomTech	77.47
Brookings Glass, Inc.	1,996.00
Brookings Harbor Chamber of Commerce	450.00
C Bar C Truck Sales	42.95
Cascade Auto Recycling, LLC	486.40
Chetco Automotive	97.36
Chevron Business Card	7,860.93
CHEVRON/Shell	88.65
ComplianceSigns.com	634.00
Coos-Curry Electric Cooperative, Inc.	82,647.16
Costco	104.47
Country Media, Inc.	1,101.84
Crescent ACE Hardware	564.27
Crescent City Harbor District	1,000.00
Crow/Clay & Associates, Inc	1,778.15
Curry Coastal Pilot	78.00
Curry County Business License	102.50
Curry County Community Development	205.00
Curry County Road Department	250.00
Curry Equipment	1,312.32
Curry Transfer & Recycling	58,023.90
Del-Cur Supply Co-op	8,994.05
Department of State Lands	892.00
Desi's Tree Trimming	3,200.00
DF Supply, Inc.	2,646.81
Dish Network	5,474.72
DMV2U/Dept. of Transportation	0.35
DropBox	119.88
Eaton Corporation	339.40
EBay	34.74
Edwards Roofing	7,822.00
Elavon	21,559.94
EMC-Engineers/Scientists, LLC	165,206.45
Englund Marine Supply Co.	238.19
Fastenal Industrial Supplies	17,598.96
Ferguson Enterprises, Inc.	770.80
Firefly Reservations	1,791.00
Flags.com	924.00
Fluid Manufacturing	357.15

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

Cash Basis

January through September 2022

	<u>Jan - Sep 22</u>
Forte Clothing Company	2,143.00
Four Aces Security Solutions LLC	19,652.40
FRED MEYER	220.59
Freeman Rock, Inc.	1,781.34
Gaylord Klinefelter Contracting	1,880.00
GCB Automation & Marine LLC	360.00
George's Auto & Diesel Electric	57.25
Gerald W. Burns, CPA	4,500.00
GNS Wireless	7,105.73
Gold Beach Lumber Yard, Inc.	25,265.38
Gowman Electric, Inc.	5,058.00
Grainger	3,953.74
Grants Pass Water Lab, Inc.	5,752.00
Grating Pacific, LLC	1,132.00
Harbor Logging Supply, Inc.	3,724.18
Harbor Sanitary District	37,690.43
Harbor View Windows, Heating & Air	460.25
Harbor Water District P.U.D.	18,386.84
Hartwick Automotive	60.99
HD SUPPLY FACILITIES	814.08
Highway Specialities, LLC	1,809.60
Home Depot	5,393.15
homesquare	417.98
Honeybee Bakery	29.61
In-Motion Graphics and Design, LLC	528.00
Industrial Steel & Supply Co. Inc.	332.57
Intuit	3,399.98
John Kellum/John's Portable Welding	4,125.00
K&K Insurance Group, Inc.	400.00
Kaman Industrial Technologies	2,399.92
Kendrick Equipment USA LLC	14,617.98
Les Schwab Tire Center	1,661.58
Lithia Ford of Klamath Falls	46,441.32
Marine Surveyors & Consultants	1,170.00
Mascott Equipment	932.74
McLennan Excavation, Inc.	219,731.67
Metro Media	455.00
Microsoft	99.99
Mid Columbia Forklift	227.22
Miller Nash LLP	67,154.50
Motion Industries	2,249.45
My Parking Permit	416.50
NAPA Auto Part	1,052.06
NorLift of Oregon, Inc.	217.15
Northwest Pump & Equipment Co.	8,145.35
Office Depot	38.38
Oil Can Henry's	14.00
ONLINE Purchases	2,150.47
Orcal Security Consulting LLC	5,649.53
Oregon Alarm	7,525.00
Oregon Coast Magazine	675.00
Oregon Department of Agriculture	278.00
Oregon PERS/State Social Security Admin.	15.00
Pacific Office Automation	2,489.12
Pacific Rim Copy Center	1,127.00
Pape Material Handling	6,820.97
Pitney Bowes Global Lease	1,269.27
Pitney Bowes, Inc.	1,313.04

Port of Brookings Harbor Purchases by Vendor Summary

January through September 2022

Cash Basis

	Jan - Sep 22
Platt	916.47
Pressure Washers Direct	49.99
Pump Pipe & Tank Services, LLC	11,956.44
Quill Corporation	1,797.69
Rentprep Enterprise/Fidelis Screening	658.35
RiteAid	14.38
SDAO Spec. Dist. Assoc. OR - Healthcare	91,516.04
SDAO Spec. Dist. Assoc. OR - Prop & Cas	94,145.30
SDAO Spec. Dist. Assoc. OR - Workers Comp	20,639.83
Sensaphone	299.40
SimpliSafe	134.91
Slice Recovery	2,956.80
SmartSign	1,771.89
SO Backflow Techs	390.00
Spectrum Business 8752 19 060 0025169	941.98
Spectrum Business 8752 19 060 0226494	979.82
Spectrum Business 8752 19 060 0247029	1,049.82
Spectrum Business 8752 19 060 0251369	1,061.73
Stadelman Electric, Inc.	3,345.10
Strahm's Sealcoat & Striping, Inc.	335.00
Stripe	324.00
Suburban Propane	710.36
SUPPLYHOUSE.COM	1,495.02
T. George Podell & Co., Inc/Hot And Mighty	2,159.44
Thermo Fluids, Inc.	1,487.89
Tidewater Contractors, Inc.	24,347.60
Traffic Safety Supply Co.	2,075.40
Travel Information Council	358.00
Tyree Oil, Inc	855,850.80
U Printing	234.95
Uline	2,739.91
Umpqua Valley Fire Services, Inc.	341.30
United Rentals, Inc.	1,105.00
UPS-NW Store #105	1,617.80
US Bank Equipment Finance	2,008.80
US Postal Service	198.00
US Relay/HD Relay	891.00
Valvoline	246.46
Ventek International	2,070.00
VERIZON WIRELESS	2,987.35
Vonage	2,234.35
Walmart	2,319.96
WeatherTech	69.95
WEEBLY-CHARGE.COM	910.00
Wes' Towing	375.00
Ziply Fiber 541-412-7930-102902-5	359.97
Ziply Fiber 541-469-5867-121516-5	610.85
Zola's Pizza	106.00
Zoom Video Communications Inc.	134.91
Zoro Tools, Inc.	202.97
TOTAL	2,128,930.80

ACTION ITEM – A

DATE: October 19, 2022
RE: Draft Bell & Whistle Mobile Coffee Lease Agreement
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- September's regular meeting the board approved to move forward with a proposal received from Matt and Anna Powers, owners of Bell & Whistle Coffee Shop, regarding placing a coffee stand at the RV Park.
- Port Counsel reviewed lease agreement.

DOCUMENTS

- Draft Commercial Lease Agreement, 11 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve Bell & Whistle Mobile Coffee Commercial Lease Agreement.

COMMERCIAL LEASE AGREEMENT
Bell & Whistle Mobile Coffee

This Commercial Lease Agreement is made and entered into at Brookings, Oregon, effective the 1st day of November, 2022, by and between the **Port of Brookings Harbor**, an Oregon special district (referred to herein as the "Landlord") and **Bell & Whistle Coffee House** (hereinafter referred to as "Tenant").

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

a. Approximately 84 square-feet of Bare Ground, (the "Leased Premises," as described in Exhibit "1"), located at Beachfront RV Park, Site #31, 16024 Boat Basin Road, Brookings, Oregon.

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

a. **Initial Term.** The initial term of this lease is six (6) months commencing November 1st, 2022 and continuing through April 30, 2023.

b. **Base Rental Rate.** The base rental rate for the Leased Premises is Two Hundred Fifty Dollars (\$250.00) per month, as calculated below, payable on the first day of each month commencing November 1, 2022. The base rental rate is the combined rate of:

1. The bare ground consisting of 84 square feet of property at a flat rate Two Hundred Fifty Dollars (\$250.00) per month.

3. **Base Rent Payment.**

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

b. **Additional Rent.** Additional rent means any other sums payable by Tenant to Landlord under this lease.

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

4. **Lease Consideration/Security Deposit.** Upon execution of the lease, Tenant's base rent is due the first day of the month of the lease term for which rent is payable. Tenant is required to pay a security deposit in a sum equal to one month's base rent. Landlord may apply the security deposit to pay the cost of performing any obligation that Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the security deposit is applied by the Landlord, Tenant must on demand pay the sum necessary to replenish the security deposit to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the security deposit will be returned to Tenant upon termination of this lease, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the term.

5. **Use.** Tenant may use the Leased Premises for coffee trailer parking and for no other purpose without Landlord's written consent. In connection with its use of the Leased Premises, Tenant must, at its sole expense, promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including those of the Port of Brookings Harbor, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Port of Brookings Harbor, wherever located. Tenant must not create or maintain any nuisance or any objectionable fumes, noise, or vibrations while using the Leased Premises.
6. **Equipment.** Tenant may install in the Leased Premises only such equipment as is customary for the intended **use** and must not overload the electrical circuits of the Leased Premises or alter the plumbing or wiring of the Leased Premises, without the prior written consent of Landlord. Landlord must approve, in advance, the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any equipment installed by Tenant will remain Tenant's property and must be installed and operated at Tenant's expense. Any air conditioning required because of heat generating equipment or special lighting installed by Tenant must also be installed and operated at Tenant's expense.
7. **Sign.** No signs, awnings, antennas, or other apparatus may be positioned as to be visible from outside the Leased Premises without Tenant obtaining Landlord's prior written approval as to design, size, location, and color. All signs installed by Tenant must comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware must be removed upon termination of this lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.
8. **Utilities and Services.** Landlord will furnish to Tenant access to water, trash, sewer, and electrical utility hook-ups on or adjacent to the Leased Premises. Unless caused by Landlord's negligence or intentional act, the interruption, limitation, curtailment, or rationing of services or utilities may not be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease. Landlord must take reasonable steps to correct any interruption in service.
9. **Maintenance and Repair – Tenant's Obligations**
 - a. Tenant is at all times during the term of this lease, and at Tenant's sole cost and expense, obligated to keep the entire of the Leased Premises and every part thereof in good condition and repair; excepting ordinary wear and tear and damage to the Leased Premises by earthquake, act of God, or the elements. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Leased Premises or any part thereof. Landlord does have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord will have no liability for interference with Tenant's use because of repairs and installations. Tenant will have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant.
 - b. Tenant will be responsible for any repairs necessitated by Tenant's breach of this lease or the negligent or intentional acts of Tenant, its agents, employees, and invitees, excepting repairs that would otherwise be the responsibility of Landlord under Section 10 or Section 15.
 - c. Tenant is responsible for all other repairs to the Leased Premises which Landlord is not required to make under Section 10 or Section 15.

- d. If Tenant fails to perform Tenant's obligations under this Section 9 or under any other Section of this lease, Landlord may enter upon the affected portion of the Leased Premises after ten (10) days' prior written notice to Tenant (except in case of emergency, in which no notice shall be required), perform such obligations on Tenant's behalf and put the Leased Premises in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law will be due and payable as additional rent to Landlord together with Tenant's next base rent installment.
- e. On the last day of the term hereof, or upon any sooner termination, Tenant must surrender the Leased Premises to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Leased Premises will not be deemed ordinary wear and tear if the same could have been prevented by commercially reasonable maintenance practices. Tenant shall leave fencing, vegetation, and other improvements which were on the Leased Premises prior to the commencement of the lease, in good operating condition.

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

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

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

12. Indemnity.

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

or agents; or (b) occurring in, on, or about any part of the Leased Premises when such damage, injury, illness, or death was caused by the act, negligence, omission, or fault of Tenant, its agents, servants, employees, invitees, or licensees. Except as otherwise stated herein, Landlord will have no liability to Tenant because of loss or damage caused by the acts or omissions of other tenants of Landlord, or by third parties. The provisions of this paragraph will survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

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

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

15. **Major Damage.** Major damage means damage by fire or other casualty to the Leased Premises that causes the Leased Premises or any substantial portion of the Leased Premises to be unusable. In the event that major damage occurs without negligence or willful misconduct of Tenant or its employees, agents, or licensees, then either Landlord or Tenant may elect to terminate this lease by providing written notice to the other party within thirty (30) days after the occurrence of the damage. If this lease is not terminated following major damage, or if damage occurs that is not major damage, Landlord must promptly restore the Leased Premises to the condition existing just prior to the damage, with the exception of damage to Tenant improvements. Restoration of any Tenant improvements or alterations installed by Tenant, and the costs thereof, will be the responsibility of the Tenant. Rent will be reduced from the date of damage until the date restoration work being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Leased Premises not useable by Tenant.
16. **Waiver of Subrogation.** Tenant will be responsible for insuring its personal property and trade fixtures located on the Leased Premises and any alterations or Tenant improvements it has made to the Leased Premises. Neither Landlord nor Tenant will be liable to the other for any loss or damage caused by any of the risks that are or could be covered by a standard all risk insurance policy with the extended coverage endorsement, or for any business interruption. There may be no subrogated claims by one party's insurance carrier against the other party arising out of any loss.
17. **Eminent Domain.** If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Leased Premises or a portion sufficient to render the Leased Premises unsuitable for Tenant's use, then either party may elect to terminate this lease effective on the date that possession is taken by the condemning authority; provided, however, that a condition to the exercise by Tenant of such right to terminate will be that the portion of the Leased Premises taken must be of such extent and nature as to substantially handicap, impede, or impair Tenant's use of the balance of the Leased Premises for the purpose intended. Rent will be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Leased Premises caused by the taking. All condemnation proceeds will belong to Landlord, and Tenant will have no claims against Landlord or the condemnation award because of the taking.
18. **Assignment and Subletting.** This lease binds and inures to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant may not assign its interest under this lease or sublet all or any portion of the Leased Premises without first obtaining Landlord's consent in writing. This provision applies to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment may relieve Tenant

of its obligation to pay rent or perform other obligations required by this lease and no consent to one assignment or subletting may be deemed consent to any further assignment or subletting. Tenant will pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney's fees.

19. Default.

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

1. Tenant's failure to pay rent or any other charge under this lease within ten (10) days after it is due, or failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision will be satisfied if Tenant commences corrective action within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this lease.
2. Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for Tenant's property.
3. Assignment or subletting by Tenant in violation of this lease.
4. Vacation or abandonment of the Leased Premises for more than three (3) months without the written consent of Landlord.
5. If this lease is levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days.
6. If the Tenant fails to comply with any other requirements or obligations under this lease.

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

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

- c. Landlord may make any payment or perform any obligation that Tenant has failed to perform, in which case Landlord will be entitled to recover from Tenant upon all demand all amounts so expended plus interest from the date of the expenditure at the rate of one and one-half percent (1.5%) per month. Any such payment or performance by Landlord will not waive Tenant's default.
21. **Regulations.** Landlord will have the right (but not the obligation) to make, revise, and enforce commercially reasonable regulations or policies consistent with this lease for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Landlord, provided that if Landlord passes a regulation or policy that interferes with Tenant's quiet enjoyment or unreasonably interferes with Tenant's use of the Leased Premises, then Tenant may terminate this lease. All such regulations and policies must be complied with as if part of this lease.
22. **Access.** During times, other than normal business hours, Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Leased Premises. In such event, Landlord will have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord will have the right to enter upon the Leased Premises at any time by passkey or otherwise to determine Tenant's compliance with this lease, to perform necessary services, maintenance and repairs to the Leased Premises, or to show the Leased Premises to any prospective tenant or purchasers. Except in cases of emergency, such entry will be with at least 24 hours prior notice and at such times and in such manner as to minimize interference with the reasonable business use of the Leased Premises by Tenant.
23. **Notices.** Notices to the parties relating to the lease must be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Leased Premises. Rent will be payable to Landlord at the same address and in the same manner, but will be considered paid only when received.
24. **Subordination.** This lease will be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Leased Premises. At Landlord's option this lease will be subject and subordinate to any future encumbrance hereafter placed against the Leased Premises (including the underlying land) or any modifications of existing encumbrances. Tenant must execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.
25. **Transfer of Premises.** If the Leased Premises is sold or otherwise transferred by Landlord or any successor, Tenant will attorn to the purchaser or transferee and recognize it as the landlord under this lease, and, provided the purchaser assumes all obligations hereunder, the Landlord (transferor) will have no further liability hereunder.
26. **Estoppel.** Either party will within twenty (20) days after notice from the other party execute, acknowledge and deliver to the other party a certificate reciting: whether or not this lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested. Failure to deliver the certificate within the specified time will be conclusive upon the party of

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

27. **Attorney's Fees.** In the event, any action, suit, or other proceeding is instituted by either party to this lease to enforce any provision of this lease or any matter arising therefrom or to interpret any provision of this lease, the prevailing party will be entitled to an award of reasonable attorney's fees and costs of suit, including expert witness fees. In the event, any such action, suit, or other proceeding is appealed to any higher court or courts, the prevailing party will be entitled to an award of reasonable attorney's fees and costs for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney's fees and costs in the lower court, or courts.
28. **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all material terms of this lease, Tenant is entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord will have no liability to Tenant for loss or damages arising out of the acts of other tenants of Port property or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises.
29. **Complete Agreement.** This lease and the attached exhibits constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein. Any modification to this lease must be in writing and signed by both parties.
30. **Nonwaiver.** Waiver by either party of strict performance of any provision of this lease may not be deemed a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
31. **Real Property Taxes.**
 - a. **Payment of Taxes.** Tenant must pay all real and personal real property taxes, if any, applicable to Tenant's portion of the use and possession of the Leased Premises.
 - b. **Additional Improvements.** Tenant will be responsible for paying any increase in real property tax specified in the Tax Assessor's records and work sheets caused by additional improvements placed upon the Leased Premises by Tenant or by Landlord for use by Tenant.
 - c. **Definition of "Real Property Tax".** As used herein, the term "real property tax" includes any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Port or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof.
32. **Severability.** The invalidity of any provision of this lease as determined by a court of competent jurisdiction, may in no way affect the validity of any other provisions herein.
33. **Time of Essence.** Time is of the essence with respect to the obligations to be performed under this lease.

- 34. **Security Measures.** Each party acknowledges that they have no obligation whatsoever to provide guard service or other security measures for the benefit of the other party or their property. Each party assumes full responsibility for the protection of itself, its agents and invitees and its property from acts of third parties. Nothing herein contained prevents Landlord, at Landlord's sole option from providing security protection for the Port or any part thereof.
- 35. **No Warranties.** The Leased Premises are leased "as-is" and in their current condition as of the first day of the lease term. No warranties, express or implied, are provided by Landlord regarding the condition or fitness for purpose of the Leased Premises.
- 36. **Parking.** Landlord does not assign any specific parking spaces to Tenant under this lease. Tenant and Tenant's employees and invitees are permitted to use any un-restricted Port public parking areas.
- 37. **Trash.** The Landlord will identify one dumpster located on Port property that Tenant may use for the disposal of garbage. Tenant will not dump garbage on Port property outside of the designated location identified by Landlord. All garbage generated from Tenant's operations must be bagged and tied, and any boxes must be broken down.
- 38. **Headings.** The headings in this lease are for the convenience of the parties only and are not to be used in the interpretation of its provisions.

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

PORT OF BROOKINGS HARBOR, Landlord	Bell & Whistle Coffee House, Tenant
Dated: _____	Dated: _____

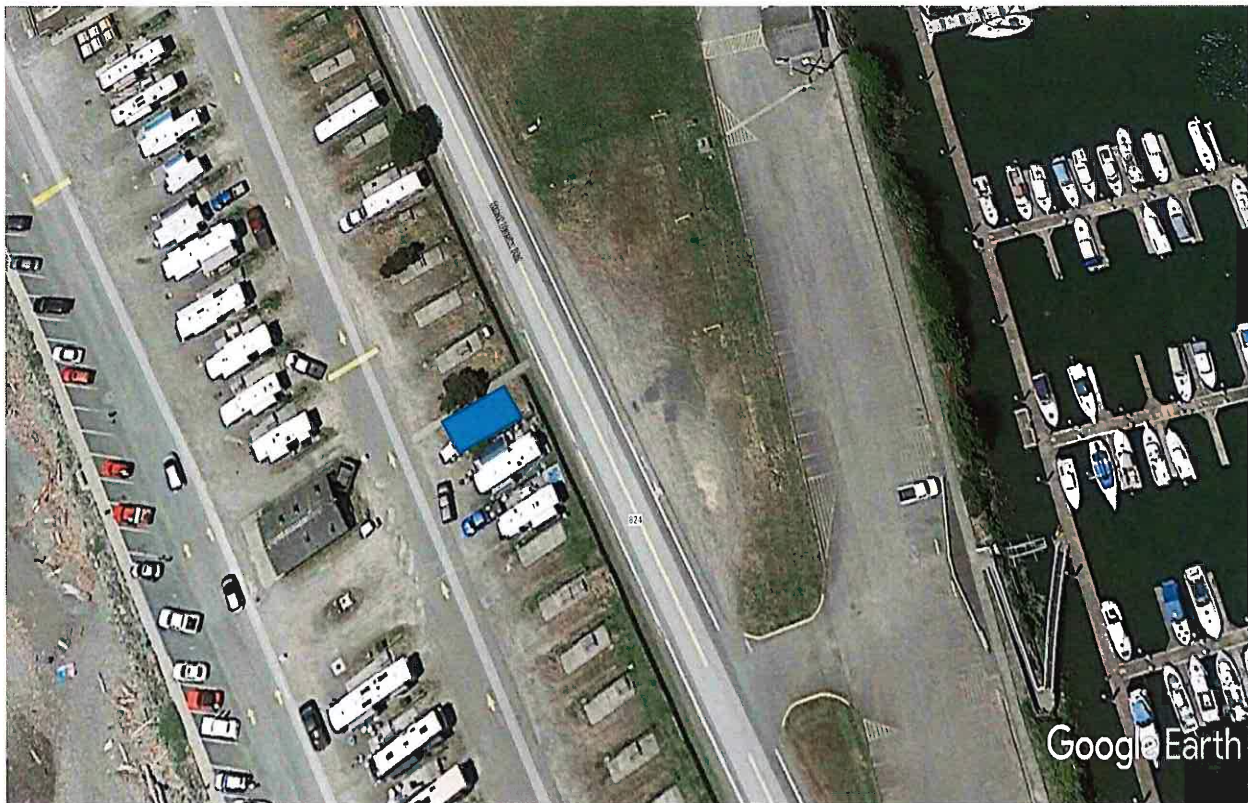
<p>By: _____</p> <p>ATTEST:</p> <p>_____</p>	<p>By: _____</p> <p>By: _____</p> <p>Name: Matt and Anna Powers Its: Member / Owner</p>
<p>Mailing Address: P.O. Box 848 Brookings, OR 97415</p> <p>Phone: 541-469-2218 Fax:</p>	<p>Mailing Address: 97779 North Bank Chetco River Road Brookings, OR 97415</p> <p>Phone: 541-412-9876 Fax:</p>

DRAFT

Exhibit 1

Mobile Coffee Stand

Rv Park Site #31 along concrete walkway



ACTION ITEM – B

DATE: October 19, 2022
RE: Purchase and Sale Agreement
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- The Port received a purchase proposal for the Port property across Lower Harbor Road. The Board decided they were interested in selling Port property and directed Travis Webster to enter into negotiations with Lloyd Whaley Trust dated January 3, 2014.
- Legal Counsel created Purchase and Sale Agreement.
- Buyer, Lloyd Whaley Trust dated January 3, 2014, has reviewed and signed Agreement.

DOCUMENTS

- Purchase and Sale Agreement, 46 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve Purchase and Sale Agreement with the Lloyd Whaley Trust dated January 3, 2014 for the sale of property between Lower Harbor Road and Shopping Center Avenue, Brookings, Oregon and allow Travis to continue with the process of sale.

**PURCHASE AND SALE AGREEMENT
(Port of Brookings Harbor)**

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is dated for reference purposes as of October 19, 2022, by and between PORT OF BROOKINGS HARBOR, an Oregon special district, whose address is 16330 Lower Harbor Road, Brookings, Oregon 97415 (the "Seller"), and LLOYD D. WHALEY, as TRUSTEE of THE LLOYD WHALEY TRUST dated January 3, 2014, whose address is 96744 Demoss Road, Brookings, Oregon 97415 (the "Buyer"). The date that this Agreement is executed by both Buyer and Seller and a fully-executed copy is delivered to each party is the "Effective Date."

RECITALS

A. Seller is the owner of the real property and improvements commonly known as Curry County APN R15168, Taxlot 4113-05DB-01100 and located between Lower Harbor Road and Shopping Center Avenue in Brookings, Curry County, Oregon, and more particularly described on attached Exhibit A (the "Property").

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Property. The terms of this Agreement are as follows:

AGREEMENT

1. **Purchase and Sale.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property upon the terms and conditions set forth in this Agreement.
2. **Deposit.** Within three (3) business days after the Effective Date, Buyer shall deposit with CURRY COUNTY TITLE, INC. whose address is 937 Chetco Avenue, Suite C, Brookings, Oregon 97415 (the "Title Company") into escrow the sum of \$5,000.00 (the "Earnest Money"). The Title Company may invest the Earnest Money in a federally insured, interest-bearing account, if so directed by the parties. If the Earnest Money is retained by Seller, Seller shall receive the interest. If the Earnest Money is returned to Buyer, Buyer shall receive the interest.
3. **Purchase Price.** The purchase price for the Property shall be \$175,000.00 (the "Purchase Price"). The Purchase Price shall be payable as follows:
 - 3.1 **Earnest Money.** At Closing, the Earnest Money, together with interest on it, shall be credited toward payment of the Purchase Price.

- 3.2 **Cash Balance.** On or before the Closing Date (as hereafter defined), Buyer shall deposit into escrow the cash, a wire transfer of funds, or other “available funds,” the amount of the balance of the Purchase Price plus any other sums Buyer is required to pay pursuant to the terms of this Agreement or required to be paid by Buyer to close the purchase.
4. **Opening of Escrow.** With the deposit by Buyer of Earnest Money, escrow shall be opened for consummating this transaction. Within three (3) business days after the Effective Date, Buyer and Seller shall deliver a fully executed copy of this Agreement to the Title Company. Buyer and Seller hereby authorize their respective attorneys to execute and deliver into escrow any additional or supplemental instructions as may be necessary or convenient to implement the terms of this Agreement and to close this transaction. In the event of any conflict between such additional or supplemental instructions and the express terms of this Agreement, the terms of this Agreement shall control.
5. **Closing Date.** This transaction shall close on a date that is mutually agreed upon between Buyer and Seller, but in no event shall the Closing be later than the date that is seven (7) days after the Due Diligence Deadline Date (the “Closing Date”). The term “Closing” means the date that the Deed described in Section 10.1.1 is recorded and the cash portion of the Purchase Price is available for distribution to Seller in accordance with the settlement statement prepared by the Title Company and approved in writing by Seller.
6. **Title Report.**
- 6.1 **Preliminary Title Report.** Within three (3) days after the Effective Date, Seller, at Seller’s cost and expense, shall cause the Title Company to issue to Buyer its preliminary title report or title commitment on the Property (the “Title Report”), along with copies of all documents that give rise to exceptions listed in the report (the “Exception Documents”).
- 6.2 **Buyer’s Title Notice.** Within the later of (a) seven (7) days of receiving the Title report and the Exception Documents, or (b) ten (10) days after the Effective Date, Buyer shall give Seller written notice (“Buyer’s Title Notice”) setting forth the title exceptions that are not acceptable to Buyer (the “Unacceptable Exceptions”). If Buyer fails to provide the Buyer’s Title Notice within the required time period, then Buyer shall be deemed to have waived Buyer’s right to object to the Title report. All other exceptions other than those objected to shall be deemed acceptable to Buyer (“Permitted Exceptions”).
- 6.3 **Seller’s Title Notice.** Seller shall have seven (7) days after receiving Buyer’s notice within which to give Buyer Seller’s written notice (“Seller’s Title Notice”) agreeing to eliminate some or all of the Unacceptable Exceptions or declining to eliminate some or all of the Unacceptable Exceptions. If Seller agrees to eliminate any Unacceptable Exceptions, Seller shall be obligated to do so at its cost on or before the Closing Date. If Seller fails to provide the Seller’s Title

Notice within the required time period, then Seller shall be deemed to have declined to remove all of the Unacceptable Exceptions shown in the Buyer's Title Notice.

6.4 Buyer's Final Title Notice. If Seller declines or is deemed to have declined to remove any of the Unacceptable Exceptions in Buyer's Title Notice, then Buyer may elect, by written notice ("Buyer's Final Title Notice") given to Seller within five (5) days after Buyer received or the lapse of Seller's 7-day period to deliver Seller's Title Notice, if Seller failed to provide the Seller's Title Notice, Buyer may elect to either (a) terminate this Agreement and receive a refund of the Earnest Money or (b) waive Buyer's objections to the Unacceptable Exceptions that Seller declined or is deemed to have declined to remove and proceed with the transaction contemplated by this Agreement. If Buyer fails to provide the Buyer's Final Title Notice within the required time period, then Buyer shall be deemed to have waived Buyer's objections to the Unacceptable Exceptions that Seller declined or is deemed to have declined to remove.

6.5 Title Company Revision to Title Report. Buyer may terminate this Agreement and receive a refund of any Earnest Money if after the process set forth above in this Section 6 the Title Company revises the Title Report to add exceptions that are materially adverse to Buyer or modifies a title exception in a manner that is materially adverse to Buyer, if within three (3) days after Buyer's receipt of the revised Title Report, Buyer notifies Seller that such additions or modifications are not acceptable to Buyer and if Seller fails to take such action to cause such additions or modifications to not be shown on the title policy by the Closing Date.

7. Site Study Review.

7.1 Right to Inspect. Before the Closing Date, Buyer may engage consultants or engineers of Buyer's choosing to conduct non-invasive site studies, including without limitation environmental assessments, of the Property as Buyer deems necessary. Buyer or its agents shall have the right to enter the Property at reasonable times before the Closing Date to make such tests, inspections, studies, and other investigations as Buyer may require, at Buyer's expense and risk.

7.2 Indemnification of Seller. Buyer shall defend, indemnify and hold Seller harmless from any loss, damage, or liability arising out of or as a result of Buyer's or Buyer's agents, employees, or contractors access to the Property under this Section 7.

7.3 Scope of Inspection. Buyer shall complete a thorough investigation of the Property, including without limitation the Property's operations, income and expenses pertaining to the Property, and the condition of the Property in sufficient time such that Buyer shall be in a position to make an informed decision whether to waive the Due Diligence Contingencies no later than the Due Diligence Deadline Date. Without limiting the foregoing, on or before the Due Diligence Deadline Date, Buyer shall be entitled to (a) review the zoning of the Property,

the environmental condition of the Property, the Property's compliance with applicable laws, regulations, and other governmental requirements, and (b) investigate, and obtain reports from reliable, reputable, and experienced experts on, ADA compliance, the environmental condition of the Property, the condition of Property's systems and equipment, and the structural condition of the improvements on the Property, or any other matter reasonably related to the feasibility or suitability of the Property for Buyer.

7.4 Inspection Terms. Buyer and Seller agree that (a) all inspections of the Property by Buyer or its representatives shall be conducted during normal business hours and on not less than two (2) business days' prior notice to Seller; (b) Seller shall be entitled to require that representatives of Seller accompany representatives of Buyer on all inspections of the Property; (c) all inspections by Buyer or its representatives shall be conducted in such manner as shall be required in order not to physically damage the Property in any material respect or materially interfere with the operations of the Property; (d) prior to entering onto the Property or conducting any inspections of the Property, Buyer or each of its contractors or agents, as applicable, will be required to provide proof which is reasonably satisfactory to Seller of the existence of liability insurance in an amount which is not less than \$1,000,000 per occurrence covering the activities of Buyer or such contractor or agent, as applicable, and naming Seller as an additional insured; (e) Buyer shall be required to obtain Seller's prior written approval of the scope and methods of any Phase II environmental assessment of the Property or other physically intrusive inspection or examination such as core drilling; and (f) the Property shall be restored by Buyer to its present condition after any such inspections, examinations or tests, at Buyer's sole expense.

8. Seller's Contingencies. Seller's obligation to close this transaction shall be subject to:

8.1 No Default. Buyer is not in default of Buyer's covenants, representations or warranties under this Agreement and all contingencies of closing that are for benefit of Seller have been satisfied.

8.2 Deliveries. Buyer's delivery to the Title Company on or before the Closing Date, for disbursement as provided herein, of the Purchase Price and the documents and materials described in this Agreement.

9. Buyer's Contingencies. Buyer's obligation to close this transaction is contingent upon satisfaction of each of the following conditions:

9.1 Due Diligence Contingency. Buyer's approval, in Buyer's sole discretion, with the results of Buyer's inspections of the physical and environmental condition, and suitability of the Property pursuant to Section 7 (the "Due Diligence Contingencies") and the satisfaction or waiver by Buyer of such Due Diligence Contingencies on or before the later of (a) thirty (30) days after the Effective Date, and (b) the satisfaction of the title contingency in Section 6 either by Seller's Title Notice agreeing to remove all Unacceptable Exceptions or Buyer's

Final Title Notice (the "Due Diligence Deadline Date"). If Buyer does not deliver to Seller a written notice waiving all of the Due Diligence Contingencies on or before the Due Diligence Deadline Date or if Buyer terminates this Agreement in writing on or prior to the Due Diligence Deadline Date, then this Agreement shall be deemed to have terminated, and the Earnest Money shall be refunded to Buyer in full and neither party shall have any further obligation to the other hereunder other than those obligations that by their terms expressly survive the termination of this Agreement.

- 9.2 **No Material Changes.** At the Closing Date, there shall have been no material adverse changes related to or connected with the Property.
- 9.3 **No Default.** Seller is not in default of Seller's covenants, representations or warranties under this Agreement and all contingencies of closing which are for the benefit of Buyer have been satisfied.
- 9.4 **Seller's Deliveries.** Seller shall have timely delivered each and every item to be delivered by Seller pursuant to this Agreement.

10. Deliveries to Title Company.

- 10.1 **By Seller.** On or before the Closing Date, Seller shall deliver the following in escrow to the Title Company:
 - 10.1.1 **Deed.** A statutory special warranty deed duly executed and acknowledged in recordable form by Seller conveying the Property to Buyer subject only to the Permitted Exceptions, exclusive of the standard printed exceptions found in the policy of title insurance issued by the Title Company.
 - 10.1.2 **Nonforeign Certification.** Seller represents and warrants that it is not a "foreign person" as defined in Internal Revenue Code Section 1445. Seller will give an affidavit to Buyer to this effect in a form customarily used.
 - 10.1.3 **Proof of Authority.** Such proof of Seller's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering the Deed and any instruments, documents, or certificates on behalf of Seller to act for and bind Seller, as may be reasonably required by the Title Company and/or Buyer.
 - 10.1.4 **Closing Affidavit.** The Title Company's commercially reasonable standard closing affidavit, as may be reasonably requested by the Title Company in order to issue the title policy.

- 10.2 By Buyer.** On or before the Closing Date, Buyer shall deliver the following in escrow to the Title Company:
- 10.2.1 Purchase Price.** The Purchase Price in accordance with Section 1 above.
 - 10.2.2 Prorations.** The amount due Seller, if any, after the prorations are computed in accordance with Section 14 below.
 - 10.2.3 Proof of Authority.** Such proof of Buyer's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any other instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer, as may be reasonably required by the Title Company and/or Seller.
- 11. Deliveries to Buyer at Closing.** Seller shall deliver possession of the Property to Buyer at close of escrow.
- 12. Title Insurance.** At Closing, Seller shall provide, at its expense, a commitment from the Title Company to issue a standard owner's title insurance policy in the amount of the Purchase Price, insuring title vested in Buyer, subject only to the standard general preprinted exceptions and the Permitted Exceptions. Buyer shall have the right, if Buyer so elects and at its sole cost, to cause the title policy to be issued as an extended coverage policy, provided Buyer pays the additional premiums and all survey costs associated therewith.
- 13. Adjustments.** Seller shall pay for the standard coverage title insurance policy, one-half of all escrow fees and costs, and Seller's share of prorations pursuant to Section 14 below. Buyer shall pay recording charges, one-half of all escrow fees and costs, and Buyer's share of prorations pursuant to Section 14 below. Buyer and Seller shall each pay its own legal and professional fees of other consultants incurred by Buyer and Seller, respectively. All other costs and expenses shall be allocated between Buyer and Seller in accordance with the customary practice in the county where the Property is located. At Closing, Buyer shall contribute any funds necessary to pay its share of adjustments.
- 14. Prorations.**
- 14.1 General.** Presently existing taxes, assessments that are not being paid off at Closing, improvement bonds which are not being paid off at Closing, and other expenses, if any, affecting the Property, shall be prorated as of the Closing Date. For the purpose of calculating prorations, Buyer shall be deemed to be in title to the Property and, therefore, entitled to any income and responsibility for the expenses for the entire Closing Date.
 - 14.2 Recapture of Property Taxes.** Any recapture of property taxes (such as might occur as a result of an act such as changing use of the Property that affects a special property tax designation including without limitation special designations

for farm, timber or historical uses of the Property) that accrues on or after the Closing Date shall be allocated to Buyer even if the computation of the amount of such recapture taxes is based on taxes paid prior to the Closing Date. Any recapture of property taxes that accrues prior to the Closing Date shall be allocated to Seller, but if the recapture occurred as a result of an action taken at the request of or for the benefit of Buyer after the Effective Date, such recaptured property taxes shall be allocated to Buyer.

14.3 Method of Proration. Except as otherwise provided in this Agreement, all prorations shall be made in accordance with customary practice in the county where the Property is located, except as expressly provided herein. If the bill for current taxes on the Property is not available as of the Closing Date, the parties shall prorate in escrow based on taxes for the prior year and out of escrow when the bill for the current taxes is available, shall prorate any remaining amounts. Such prorations, if and to the extent known and agreed on as of the Closing Date, shall be paid by Buyer to Seller (if the prorations result in a net credit to Seller) or by Seller to Buyer (if the prorations result in a net credit to Buyer) by increasing or reducing the cash to be paid by Buyer at closing. Any such prorations not determined or not agreed on as of the Closing Date shall be paid by Buyer to Seller, or by Seller to Buyer, as the case may be, in cash as soon as practicable following the Closing Date.

15. Seller's Representations and Warranties. In addition to any express agreements of Seller contained herein, the following constitute representations, warranties and covenants of Seller to Buyer:

15.1 Representations Regarding Seller's Authority.

- 15.1.1** Seller has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.
- 15.1.2** All requisite action has been taken by Seller in connection with entering into this Agreement, the instruments referred to herein, and the consummation of the transactions contemplated herein. No further consent of any judicial or administrative body, governmental authority, or other party is required.
- 15.1.3** The persons executing this Agreement and the instruments referred to herein on behalf of Seller and the partners, officers, or trustees of Seller, if any, have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.
- 15.1.4** This Agreement and all documents required to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

15.2 General Representation. Seller's representations and warranties contained in Section 15 are true and accurate, and are not misleading. Seller's representations and warranties contained herein shall be continuing and shall be true and correct as of the Closing Date with the same force and effect as if remade by Seller in a separate certificate at that time. Seller's representations and warranties contained herein shall survive the Closing Date for a period of six months and shall not merge into the deed and the recordation of the deed in the official records.

16. As Is. Seller is selling and Buyer is acquiring the Property **AS IS, WHERE IS**, with all faults and defects, whether patent or latent. Except as otherwise expressly provided in this Agreement, Seller has not made any other representations, express or implied, regarding the Property and Buyer has not relied on any. Buyer acknowledges that any and all information, feasibility or marketing reports, environmental or physical condition reports, or other information of any type that Buyer has received or may receive from Seller or Seller's agents (if any) is furnished on the express condition that Buyer shall or would make an independent verification of the accuracy of any and all such information, all such information being furnished without any warranty as to its accuracy whatsoever. Buyer shall rely upon its own inspection and its own professional advisors in its examination of the Property and all improvements thereon. By closing the sale, Buyer represents, warrants, and covenants to Seller that, Buyer has conducted Buyer's own investigation of the Property and the physical condition thereof, including, without limitation, accessibility and location of utilities, use of hazardous materials on, from, or under the Property, earthquake preparedness of the Property, all matters concerning the Property with respect to taxes, assessments, income and expense data, bonds, permissible uses, zoning, covenants, conditions and restrictions, and other matters which in Buyer's judgment are necessary or advisable or might affect or influence Buyer's use of the Property, or bear upon the value and suitability of the Property for Buyer's intended purposes, or Buyer's willingness to enter into this agreement. Buyer recognizes that Seller would not sell the Property except on an as is, where is basis, and acknowledges that Seller has made no representations or warranties of any kind in connection with the Property except as expressly set forth in this Agreement. Buyer expressly waives all claims it may have against Seller in any way relating to the Property or its condition, with the sole exception of Buyer's claims under this Agreement, and the Deed or other documents or instruments being delivered by Seller. Buyer and anyone claiming by, through or under Buyer hereby fully and irrevocable waives and releases Seller and each of its officers, employees, representatives, agents, successors and assigns, and any contractors or subcontractors (including without limitation architects and engineers) who may have performed work related to the Property, regardless of whether there is any direct privity of contract to Seller or any person previously having an ownership interest in the Property (collectively "released party") from any and all claims that it may now have or hereafter acquire against any released party for and against any costs, losses, demands, penalties, fines, liens, judgments, injuries, liabilities, damages, expenses, demands, claims, actions or causes of action, whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or related to the Property, or any portion thereof, and/or any construction defects, errors, omissions,

or other conditions, latent or otherwise, geotechnical and seismic, affecting the Property, or any portion thereof, including, without limitation the environmental condition of the Property or any law applicable thereto.

17. **Buyer's Representations and Warranties.** In addition to any express agreements of Buyer contained herein, the following constitute representations and warranties of Buyer to Seller:

17.1 Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.

17.2 All requisite action (corporate, trust, partnership, or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, member, manager, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

17.3 The persons executing this Agreement and the instruments referred to herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

17.4 This Agreement and all documents required by it to be executed by Buyer are and shall be valid, legally binding obligations of, and enforceable against Buyer in accordance with their terms.

18. **Limitation of Liability for Breach of Warranties and Representations.** Neither party shall have any liability after Closing for the breach of a representation or warranty hereunder of which the other party hereto had knowledge as of the Closing Date. Notwithstanding any of the provisions of this Agreement, any agreement contemplated by this Agreement, or any rights that Buyer might otherwise have at law, equity or by statute, whether based on contract or some other claim, Buyer agrees that any liability of Seller to Buyer will be limited to \$5,000.

19. **Damage or Destruction; Condemnation.** Until the Closing Date, the risk of loss shall be retained by Seller. Seller shall keep the Property fully insured until close of escrow. In the event all or any material portion of the Property is materially damaged, destroyed, or condemned or threatened with condemnation before the Closing Date, Buyer may terminate this Agreement. In such event, escrow will be terminated, the Earnest Money will be promptly returned to Buyer, and this Agreement shall have no further force or effect whatsoever. If a nonmaterial portion of the Property is destroyed or condemned, this Agreement shall remain in full force and effect, including, without limitation, Buyer's obligation to close this transaction as provided for herein and to pay the full purchase price to Seller less any cost of repairs to be paid by Buyer, if any, to the extent not covered by insurance or condemnation proceeds. In such event, Buyer shall be

assigned all insurance proceeds or condemnation proceeds payable to or for the account of Seller.

20. **Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed received on receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed received three days after deposit in the United States mail; (c) sent by overnight delivery using a nationally recognized overnight courier service, which notices and communications shall be deemed received one business day after deposit with such courier; or (d) if an e-mail address is shown below, sent by email, which notices and communications shall be deemed received on the delivering party's receipt of a transmission confirmation.

To Buyer: Lloyd D. Whaley, Trustee of The Lloyd Whaley Trust
dated January 3, 2014
96744 Demoss Road
Brookings, Oregon 97415
E-mail address: _____

To Seller: Port of Brookings Harbor
16330 Lower Harbor Road
Brookings, Oregon 97415
Attn: Travis Webster
Email: travis@portofbrookingsharbor.com

With a copy to: Miller Nash LLP
3400 U.S. Bancorp Tower
111 S.W. Fifth Avenue
Portland, Oregon 97204
Attn: James Walker
Email: james.walker@millernash.com,
nathaniel.levy@millernash.com

Notice of change of address shall be given by written notice in the manner detailed in this section.

21. **Broker.** Buyer and Seller each represent and warrant to the other that there are no other brokers, agents, or finders, licensed or otherwise has been engaged in connection with the transaction contemplated by this Agreement. Seller agrees to pay its broker in accordance with the terms of a separate agreement. In the event of any such claim for broker's, agent's, or finder's fee or commission in connection with the negotiation, execution or consummation of this transaction, the party upon whose alleged statement, representation or agreement such claim or liability arises shall indemnify, hold harmless and defend the other party from and against such claim and liability, including without limitation, reasonable attorney's fees and court costs. Buyer and Seller acknowledge that

the representations and warranties contained in this paragraph will survive the Closing and not be merged in the Deed.

22. **Required Actions of Buyer and Seller.** Buyer and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and shall use their best efforts to accomplish the Closing Date in accordance with the provisions herein.

23. **Remedies.**

23.1 **Default by Seller.** In the event the Closing Date and the consummation of the transaction herein contemplated do not occur by reason of any default by Seller, Buyer's only remedy shall be the return of the Earnest Money (with Buyer thereby waiving any other remedy, including specific performance, which Buyer shall have against Seller). Seller shall not be liable to Buyer for any lost profits, special, incidental, punitive, exemplary or consequential damages including but not limited to frustration of economic or business expectations.

23.2 **Default by Buyer.** In the event the Closing Date and the consummation of the transaction herein contemplated do not occur by reason of any default by Buyer, Buyer and Seller agree that it would be impractical and extremely difficult to estimate the damages that Seller may suffer. Therefore, Buyer and Seller agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that Buyer defaults and fails to complete the purchase of the Property is and shall be, and Seller's sole and exclusive remedy (whether at law or in equity), an amount equal to the Earnest Money. This amount shall be the full, agreed, and liquidated damages for the breach of this Agreement by Buyer, all other claims to damage or other remedies being herein expressly waived by Seller. The payment of this amount as liquidated damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. Upon default by Buyer, this Agreement shall be terminated and neither party shall have any further rights or obligations under it, each to the other, except for the right of Seller to collect such liquidated damages from Buyer. Notwithstanding Seller's retention of the Earnest Money as damages if Buyer fails to close, Buyer will also be responsible to Seller for any damage that Buyer or Buyer's agents and contractors may cause to the Property before closing and Buyer must honor any agreements to indemnify that by their terms survive closing.

24. **Assignment.** Buyer shall not have the right to assign its rights and obligations under this Agreement without the consent of Seller, which consent may be withheld at the sole discretion of Seller. Any authorized assignee shall succeed to all the rights and remedies under this Agreement. Notwithstanding the foregoing, no such assignment shall relieve Buyer from its liability under this Agreement. In the event of assignment, the assignor waives notice, presentment, any defenses arising from subsequent modification of this Agreement, and any defenses other than those that may be raised by the assignee.

25. **Confidentiality.** Except as permitted by this Section or as required by public records and meetings laws, Buyer and its representatives shall hold in confidence all non-public data and information obtained with respect to Seller or the Property in Buyer's inspection and investigation of the Property pursuant to this Agreement and shall not disclose the same to others; and Seller shall hold in confidence all non-public data and information obtained with respect to Buyer, Buyer's plans or Buyer's business and shall not disclose the same to others. Buyer and Seller may disclose such data and information (a) to their respective members, partners, principals, agents, brokers, affiliates, employees, clients, lenders, consultants, accountants and attorneys for purposes of evaluating the transactions or plans contemplated in or by this Agreement, and (b) to governmental authorities or other third parties to the extent required by applicable law. Either party shall, as its exclusive remedy for any violations of this Section, be entitled to seek an injunction restraining the other, or any parties to whom disclosure has been made by such party, from disclosures in violation of this provision.
26. **Miscellaneous.**
- 26.1 **Partial Invalidity.** If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 26.2 **Waivers.** No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
- 26.3 **Exhibits.** The exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.
- 26.4 **Liability of Parties.** In the event that Seller or Buyer consists of more than one legal entity, the liability of each entity comprising Seller or Buyer shall be joint and several.
- 26.5 **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the permitted successors and assigns of the parties to it.
- 26.6 **Electronic Signatures.** Electronic transmission of this Agreement and any document provided for in this Agreement, and retransmission of any transmission, will be the same as delivery of an original. This section shall not apply to any document that must be recorded.
- 26.7 **Representation.** This Agreement was prepared by Miller Nash LLP, who represented Seller. Buyer represents that Buyer had an opportunity to consult

with separate legal counsel prior to executing this Agreement. Buyer waives any claim that any term or condition should be construed against the drafter. This Agreement will be construed as if it had been prepared by both of the parties.

- 26.8 Attorney Fees.** In the event a party to this Agreement brings any action or suit against another party to this Agreement by reason of any breach of any of the covenants, agreements, or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorney fees, at trial and on appeal.
- 26.9 Entire Agreement.** This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior negotiations, discussion, agreements, and understandings between the parties with respect to it. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit on any person, firm, or corporation other than the parties hereto.
- 26.10 Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.
- 26.11 Time of Essence.** Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision.
- 26.12 Construction.** Headings at the beginning of each section are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Unless otherwise indicated, all references to Sections are to this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. As used in this Agreement, "business day" means a day other than a Saturday, Sunday or legal holiday.
- 26.13 Governing Law.** The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree

that this Agreement shall be governed by, interpreted under, construed, applied, and enforced in accordance with the laws of the state of Oregon.

27. **STATUTORY LAND USE DISCLAIMER.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Remainder of page intentionally left blank.]

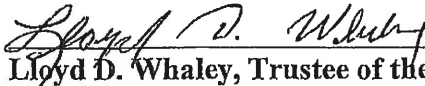
IN WITNESS WHEREOF, the parties have executed this Agreement.

SELLER:

BUYER:

PORT OF BROOKINGS HARBOR,
an Oregon special district

By: _____
Richard Heap, President



Lloyd D. Whaley, Trustee of the Lloyd
Whaley Trust dated January 3, 2014

Date _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Curry County Title, Inc.

29820 Ellensburg Ave.

P.O. Box 672

Gold Beach, Oregon 97444

(541) 247-6645

(541) 247-6914 FAX

1-(800) 535-9465

Email: docs@currycountytitle.com

Underwritten by: Old Republic National Title Insurance Company

PLANT SERVICE REPORT

October 7, 2022

Miller Nash, LLP
Jennifer M. West
US Bancorp Tower
111 SW Fifth Ave., Ste. 3400
Portland, OR 97204

Title Number : **91250T**
Title Officer : **Becky Howlett**

PLANT SERVICE REPORT

Fee **\$400.00**

This plant service report is not to be construed as a commitment to issue title insurance, and is not for the purpose of foreclosure of any mortgage, trust deed, contract or mechanic's lien. Liability is limited to the addressee herein and to the amount paid for this service. The land hereinafter described is:

See Exhibit A attached hereto and made a part hereof.

and as of **October 4, 2022 at 5:00 p.m.**, the title is vested as **fee simple** in:

**PORT OF BROOKINGS, an Oregon Municipal Corporation of THE STATE OF OREGON,
aka PORT OF BROOKINGS HARBOR**

63

Conditions affecting the property:

1. Rights of the public in and to any portion lying within the limits of public roadways, if any, and/or right of private parties over any portion lying within existing roadways or driveways not disclosed by the public records.

2. Right of Way Easement, including the terms and provisions thereof;
Recorded : February 12, 1986 Inst. #BR 118 Page 928
In Favor of : Coos Curry Electric

3. Easement, including the terms and provisions thereof;
Recorded : February 21, 2006 Inst. #2006-1090
In Favor of : Harbor Sanitary District

4. Mortgage (Line of Credit Instrument), including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$4,679,355.00;
Dated : November 4, 2015
Recorded : November 5, 2015 Inst. #2015-4083
Mortgagor : The Port of Brookings Harbor, an Oregon municipal corporation
Mortgagee : State of Oregon, acting by and through the Oregon Infrastructure Finance Authority

5. Taxes, including current year, not assessed because of Exemption. If the exempt status is terminated under the statute prior to the date on which the assessment roll becomes the tax roll in the year in which said taxes were assessed, an additional tax may be levied.
Exemption: Port District
Map: 41-13-05DB Tax Lot: 1100 (R15168)

6. City liens, if any, for the City of Harbor Sanitary District.

7. Easement, including the terms and provisions thereof;
Recorded : January 17, 2018 Inst. #2018-220
In Favor of : Harbor Sanitary District

NOTE: Taxes for the year 2021-2022 in the amount of EXEMPT PORT paid in full.
Map No. 41-13-05DB, Tax Lot No. 1100 (R15168)

NOTE: We find no judgments or United States Internal Revenue Liens against:
PORT OF BROOKINGS aka PORT OF BROOKINGS HARBOR.

(continued)

NOTE: Due to the differences between federal and state laws concerning marijuana and the activities associated with it, including but not limited to its cultivation, manufacture, distribution or sale, Curry County Title will not close or insure any transaction involving property that is associated with these activities.

****NOTE: Effective **JUNE 4, 2018** Curry County Recording charges for all documents has increased. The new fee is **\$96 for the first page** and \$5 each additional page. Please be sure to collect the correct amount for any files closing after this date. ****

Prepared by:

Becky Howlett
Title Officer

A handwritten signature in black ink, appearing to read 'Becky Howlett', written over a horizontal line. The signature is cursive and somewhat stylized.

Exhibit A

A parcel of land in the Southeast Quarter of Section 5, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, described as follows:

Beginning at an iron pipe driven at a point described as 1499.5 feet North and 1505.3 feet West of the Southeast corner of said Section 5

Thence following the approximate boundary of the old County Road, North 36°30' West 166.1 feet to an iron pipe

Thence North 43°30' West 83.5 feet to an iron pipe

Thence North 30°46' West 185.1 feet to an iron pipe driven at the approximate intersection of the Northeasterly boundary of the old County Road and the Southwesterly boundary of the Oregon Coast Highway.

Thence following the approximate Southwesterly boundary of the Oregon Coast Highway South 45°43' East 134.6 feet to an iron pipe

Thence South 51°07' East 314.6 feet to an iron pipe

Thence South 36°02' West 20.0 feet to an iron pipe

Thence South 53°09' East 73.1 feet to an iron pipe

Thence leaving the approximate Southwesterly boundary of the Oregon Coast Highway, North 87°56'31" West 169.82 feet (record due West 135.5 feet) to the Point of Beginning.

ALSO all that portion of Lower Harbor Road No. 816 vacated by Amended Order No. 4852 filed June 17, 1985 in Volume 53 Page 994, Curry County Court Book of Records, lying adjacent to the Westerly line of the above described parcel.

SAVE AND EXCEPT that portion described in Instruments 2003-2481, 2006-2743 and 2006-2808, records of Curry County, Oregon.

ALSO EXCEPTING a 5 foot by 60 foot strip along the Southeast portion of that parcel described in Instrument number 2003-2481 in the records of Curry County, Oregon as shown on Assessor's Map 41-13-05DA in tax lot 1000.

Curry County Title, Inc.

29820 Ellensburg Ave.

P.O. Box 672

Gold Beach, Oregon 97444

(541) 247-6645

(541) 247-6914 FAX

1-(800) 535-9465

Email: docs@currycountytile.com

Underwritten by: Old Republic National Title Insurance Company

Privacy Policy Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of person or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of (Curry County Title)

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.

Information about your transactions we secure from our files, or from [our affiliates or] others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers to former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements;

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

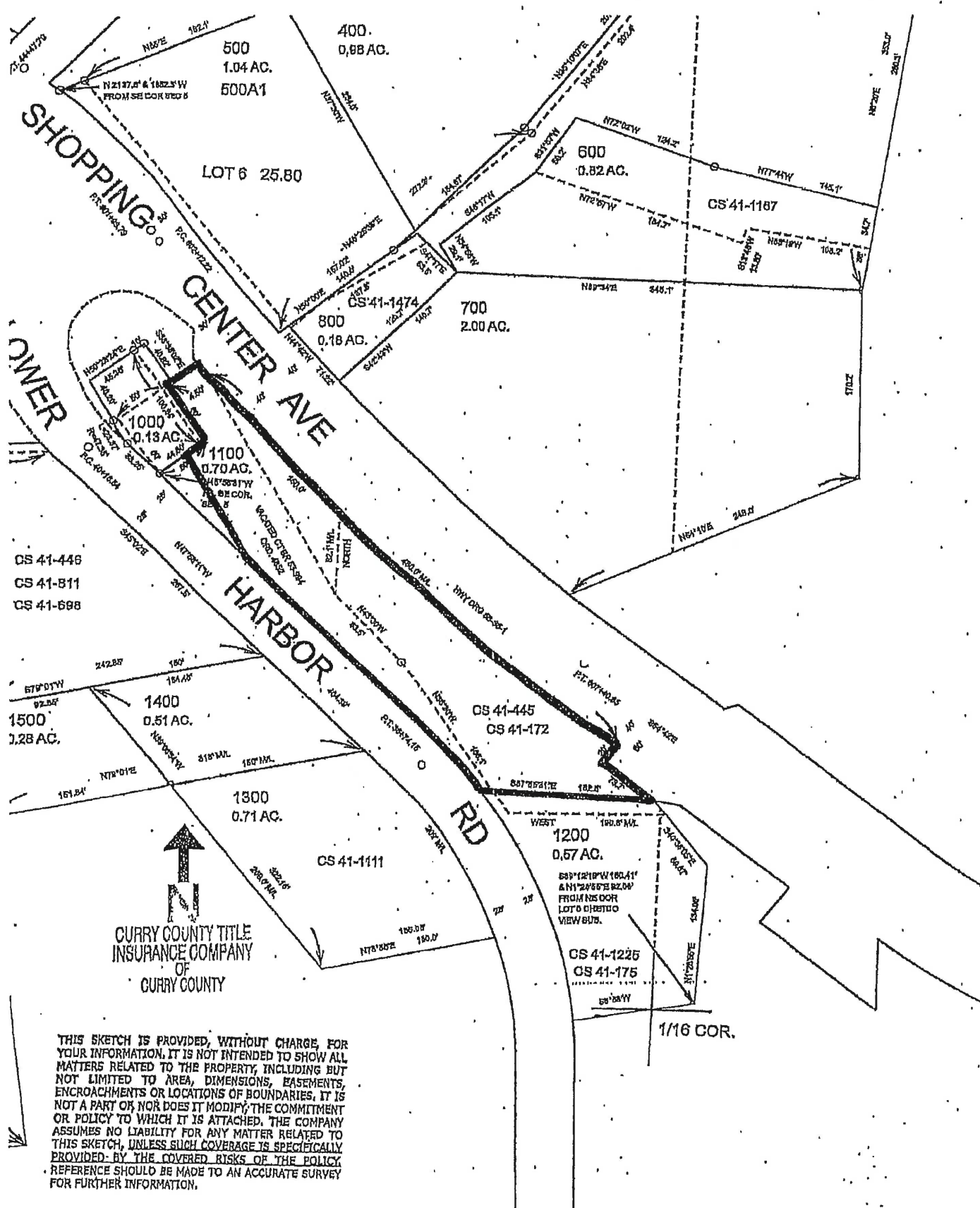
WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ORT 287-C

5/07/01

67



SHOPPING CENTER

CENTER AVE

HARBOR

RD

1/16 COR.

CS 41-446
CS 41-811
CS 41-688

CS 41-445
CS 41-172

CS 41-1111

CS 41-1225
CS 41-175

CURRY COUNTY TITLE
INSURANCE COMPANY
OF
CURRY COUNTY

THIS SKETCH IS PROVIDED, WITHOUT CHARGE, FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS OR LOCATIONS OF BOUNDARIES. IT IS NOT A PART OF NOR DOES IT MODIFY THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH, UNLESS SUCH COVERAGE IS SPECIFICALLY PROVIDED BY THE COVERED RISKS OF THE POLICY. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.

- - Property Data Summary Screen - -

Owner: PORT OF BROOKINGS HARBOR
Prop ID : R15168 (Real Estate) (76913) PO BOX 848
Map Tax Lot: 4113-05DB-01100-00 (1-00071320) BROOKINGS, OR 97415
Legal :

Acreage : 0.7 Zoning: C1 Deferral : Prcls: 990
DBA : Sale Info : 11/02/15 \$140,000 R
Situs : Deed Type : WD
Instrument# : 15-4082
Code Areas : 17-9 (Tax Rate: 5.9232) Year Built :
Living Area :

2022 Tax Status
Curr Tax & Assessments: 0.00
Payments or Adjust : 0.00
Discount Allowed : 0.00
Unpaid Balance : 0.00
Interest Due : 0.00
Total Due Current Year: 0.00
Delq Tax + Int + Fees : 0.00
Balance Due : 0.00
Pot Add Tax Liab:

2022 Roll Values
RMV Land \$ 72,110 (+)
RMV Improvements \$ 0 (+)
RMV Total \$ 72,110 (=)
Total Exemptions \$ 72,110 (-)
Net RMV \$ 0 (=)
M50 Assd Value \$ 0
Special Assessments: NONE
Exemption(Type) : EXPA

Enter <RET> to Exit:

Exempt Port
airports

WARRANTY DEED - STATUTORY FORM

DAVID SNAZUK and ROBERT SNAZUK, as tenants in common, Grantor, convey(s) and warrants to PORT OF BROOKINGS, an Oregon Municipal Corporation of THE STATE OF OREGON, aka PORT OF BROOKINGS HARBOR, Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in CURRY County, Oregon, to wit:

REAL PROPERTY AS SHOWN ON EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

The said property is free from encumbrances except

Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is \$140,000.00. (Here comply with the requirements of ORS 93.030)

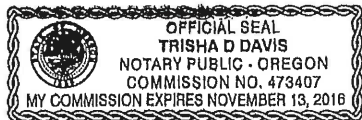
Dated this 2 day of NOVEMBER, 2015.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17 CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 AND 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Handwritten signatures of David Snazuk and Robert Snazuk with date 11-2-15.

STATE OF OREGON, County of Curry) ss.

This Instrument was acknowledged before me on NOVEMBER 2, 2015 by DAVID SNAZUK and ROBERT SNAZUK



Before me: [Signature] Notary Public for Oregon My commission expires: 11-13-16

8111B

RETURN TO: CURRY COUNTY TITLE P.O. BOX 672-GOLD BEACH, OR 97444

WARRANTY DEED DAVID SNAZUK and ROBERT SNAZUK TO PORT OF BROOKINGS After Recording Return to: CURRY COUNTY TITLE, INC. 937 Chetco Ave., Bldg C, P.O. Box 1363 Brookings, OR 97415 Send Tax Statements To: PORT OF BROOKINGS P.O. BOX 8481 BROOKINGS, OR 97415

THIS SPACE RESERVED FOR RECORDER'S USE CURRY COUNTY, OREGON 2015-04082 LAND 11/05/2015 09:56 AM Cnt=1 Pgs=3 RECC \$67.00 [Barcode] 00053185201500040820030037 I Renee Kolen, County Clerk, certify that the within document was received and duly recorded in the official records of Curry County. Renee Kolen - Curry County Clerk [Seal]

Exhibit A

A parcel of land in the Southeast Quarter of Section 5, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, described as follows:

Beginning at an iron pipe driven at a point described as 1499.5 feet North and 1505.3 feet West of the Southeast corner of said Section 5

thence following the approximate boundary of the old County Road, North 36°30' West 166.1 feet to an iron pipe

thence North 43°30' West 83.5 feet to an iron pipe

thence North 30°46' West 185.1 feet to an iron pipe driven at the approximate intersection of the Northeasterly boundary of the old County Road and the Southwesterly boundary of the Oregon Coast Highway.

Thence following the approximate Southwesterly boundary of the Oregon Coast Highway South 45°43' East 134.6 feet to an iron pipe

Thence South 51°07' East 314.6 feet to an iron pipe

Thence South 36°02' West 20.0 feet to an iron pipe

Thence South 53°09' East 73.1 feet to an iron pipe

Thence leaving the approximate Southwesterly boundary of the Oregon Coast Highway, North 87°56'31" West 169.82 feet (record due West 135.5 feet) to the Point of Beginning.

ALSO all that portion of Lower Harbor Road No. 816 vacated by Amended Order No. 4852 filed June 17, 1985 in Volume 53 Page 994, Curry County Court Book of Records, lying adjacent to the Westerly line of the above described parcel.

SAVE AND EXCEPT that portion described in Instruments 2003-2481, 2006-2743 and 2006-2808, records of Curry County, Oregon.

ALSO EXCEPTING a 5 foot by 60 foot strip along the Southeast portion of that parcel described in Instrument number 2003-2481 in the records of Curry County, Oregon as shown on Assessor's Map 41-13-05DA in tax lot 1000.



Certification of Charges Paid
(2015 Oregon Laws Chapter 96)

Certification #
R15168

All charges against the real property have been paid for the property that is the subject of the deed between:

Grantor
DAVID SNAZUK and ROBERT SNAZUK

Grantee
PORT OF BROOKINGS, AN OREGON MUNICIPAL CORPORATION OF THE STATE OF OREGON

Signed on (date) _____ and for consideration of
\$ 463.85

Assessor's signature: *Craig Gans, Deputy Assessor* Date: 11/5/15



I Renee' Kolen, County Clerk, certify that the within document was received and duly recorded in the official records of Curry County.



Renee' Kolen - Curry County Clerk

WHEN RECORDED RETURN TO:
Infrastructure Finance Authority
Oregon Business Development Department
775 Summer St. NE, Suite 200
Salem, OR 97301-1280

AH: DENNIS KNIGHT

LINE OF CREDIT INSTRUMENT
MORTGAGE

Dated: Nov. 4, 2015

The maximum principal amount secured by this line of credit instrument is \$4,679,355.

The term of the loans of the credit agreements secured by this line of credit instrument, exclusive of any option to renew or extend the term, will end no later than October 1, 2028, and may occur earlier as required by the following financing contracts.

This mortgage secures, without limitation, the payment and performance and all associated obligations of the following financing contracts entered into by the Mortgagor and Mortgagee, and the Notes, and all other agreements or instruments executed at any time in connection with the financing contracts, as they may be further amended, which are incorporated by this reference:

- 1) Port Revolving Fund Loan No. 040-139 pursuant to a loan agreement dated as of May 30, 1996 in the original principal amount of \$357,000;
- 2) Port Revolving Fund Loan No. 040-172 pursuant to a loan agreement dated July 5, 2001 in the original principal amount of \$300,000;
- 3) Port Revolving Fund Loan No. 040-176 pursuant to a loan agreement dated as of September 10, 2002 in the original principal amount of \$672,500;
- 4) Port Revolving Fund Loan No. 040-181 pursuant to a loan agreement dated February 11, 2003 in the original principal amount of \$440,000;
- 5) Special Public Works Fund Loan No. L96003 pursuant to a loan agreement dated as of November 2, 1995 in the original principal amount of \$175,000 (which on April 16, 1996 was increased to \$333,000);
- 6) Special Public Works Fund Loan No. L98004 pursuant to a loan agreement dated as of April 27, 1998 in the original principal amount of \$300,000 (which on June 16, 2000 was increased to \$500,000);
- 7) Special Public Works Fund Loan No. L02001 pursuant to a loan agreement dated as of November 14, 2001 in the original principal loan amount of \$150,000 (which on September 30, 2002 was increased to \$400,000);
- 8) Special Public Works Fund Loan No. L02009 pursuant to a loan agreement dated as of June 6, 2002 in the original principal amount of \$616,855 (which on October 11, 2004 was increased to \$1,316,855); and
- 9) Special Public Works Fund Loan No. X03004 pursuant to a loan agreement dated as of January 6, 2003, in the original principal amount of \$360,000.

The Port of Brookings Harbor, an Oregon municipal corporation (hereinafter called "Mortgagor"), having its office at 16408 Lower Harbor Road, Brookings, OR 97415, in exchange for the acknowledged receipt of good and valuable consideration, hereby mortgages to

Mortgagee: The State of Oregon, acting by and through the Oregon Infrastructure Finance Authority

Infrastructure Finance Authority/Port of Brookings Harbor 2015 Mortgage

81111 B

RETURN TO:
CURRY COUNTY TITLE
P.O. BOX 672-GOLD BEACH, OR 97444

the STATE OF OREGON, acting by and through the OREGON INFRASTRUCTURE FINANCE AUTHORITY (hereinafter called "Mortgagee") and its successors and assigns, all Mortgagor's right, title, and interest in that certain real property ("Property") known as:

A parcel of land in the Southeast Quarter of Section 5, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, described as follows:

Beginning at an iron pipe driven at a point described as 1499.5 feet North and 1505.3 feet West of the Southeast corner of said Section 5

thence following the approximate boundary of the old County Road, North 36°30' West 166.1 feet to an iron pipe

thence North 43°30' West 83.5 feet to an iron pipe

thence North 30°46' West 185.1 feet to an iron pipe driven at the approximate intersection of the Northeasterly boundary of the old County Road and the Southwesterly boundary of the Oregon Coast Highway.

Thence following the approximate Southwesterly boundary of the Oregon Coast Highway South 45°43' East 134.6 feet to an iron pipe

Thence South 51°07' East 314.6 feet to an iron pipe

Thence South 36°02' West 20.0 feet to an iron pipe

Thence South 53°09' East 73.1 feet to an iron pipe

Thence leaving the approximate Southwesterly boundary of the Oregon Coast Highway, North 87°56'31" West 169.82 feet (record due West 135.5 feet) to the Point of Beginning.

ALSO all that portion of Lower Harbor Road No. 816 vacated by Amended Order No. 4852 filed June 17, 1985 in Volume 53 Page 994, Curry County Court Book of Records, lying adjacent to the Westerly line of the above described parcel.

SAVE AND EXCEPT that portion described in Instruments 2003-2481, 2006-27 43 and 2006-2808, records of Curry County, Oregon.

ALSO EXCEPTING a 5 foot by 60 foot strip along the Southeast portion of that parcel described in Instrument number 2003-2481 in the records of Curry County, Oregon as shown on Assessor's Map 41-13-05DA in tax lot 1000;

together with all interests, estates, and rights that Mortgagor now has or may acquire in (1) the Property, (2) any and all options, agreements, and contracts for the purchase or sale of all or any part or parts of the Property or interests in the Property and all proceeds of them, (3) all easements, rights-of-way, and rights used in connection with the Property or as a means of access to the Property, and (4) all tenements, hereditaments, and appurtenances in any manner belonging, relating, or appertaining to the Property; and

together with all interests, estates, and rights of Mortgagor, now owned or hereafter acquired, in and to any land lying within any streets, sidewalks, alleys, strips, and gores adjacent to or used in connection with them; and

together with all rights, titles, and interests of Mortgagor, now owned or hereafter acquired, in and to any and all buildings and other improvements of every nature now or hereafter located on the Property and all fixtures, machinery, equipment, and other personal property located on the

Property or attached to, contained in, or used in any such buildings and other improvements, and all appurtenances and additions to and substitutions and replacements of the Property (all of the foregoing collectively referred to as the "Improvements"); and

together with any and all mineral, oil, and gas rights, air rights, development rights, water rights, water stock, and water service contracts, drainage rights, zoning rights, and other similar rights or interests that benefit or are appurtenant to the Property or the Improvements or both, and any of their proceeds; and

together with all present and future rights in and to the trade name by which all or any portion of the Property and the Improvements are known; all books and records relating to the use and operation of all or any portion of the Property and Improvements; all right, title, and interest of Mortgagor in, to, and under all present and future plans, specifications, and contracts relating to the design, construction, management, or inspection of any Improvements; all rights, titles, and interests of Mortgagor in and to all current and future licenses, permits, approvals, and agreements with or from any municipal corporation, county, state, or other governmental or quasi-governmental entity or agency relating to the development, improvement, division, or use of all or any portion of the Property to the extent that the trade names, licenses, permits, approvals, and agreements are assignable by law; and all other general intangibles relating to the Property, the Improvements, or their use and operation; and

together with all rights of Mortgagor in and to any escrow or withhold agreements, title insurance, surety bonds, warranties, management contracts, construction contracts, leasing and sales agreements, and service contracts that are in any way relevant to the ownership, development, improvement, management, construction, sale, or use of all or any portion of the Property or any of the Improvements; and

together with Mortgagor's rights under any payment, performance, or other bond in connection with the construction of any Improvements, and all construction materials, supplies, equipment, and other personal property delivered to the Property or intended to be used in connection with the construction of any Improvements.

Mortgagor warrants that it is lawfully seized in fee simple of the Property and has a valid, unencumbered title thereto, free and clear of any liens, encumbrances, reservations, restrictions, easements, offsets, defenses, and adverse claims except for those listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Property, and will warrant and defend the same against all persons and claims.

Immediately on the execution and delivery of this Mortgage, Mortgagor will record and rerecord this Mortgage, any amendment and each instrument of further assurance, in the manner and place required by any present or future law in order to perfect and continue perfection of the lien and estate of this Mortgage. Mortgagor will pay all filing and recording fees, and all expenses incident to the execution, filing, recording, and acknowledgment of this Mortgage, any amendment and each instrument of further assurance.

Further Covenants. Mortgagor agrees:

- (1) To execute, acknowledge and deliver any further instruments that Mortgagee may require to accomplish the purposes of this Mortgage.
- (2) To pay said financing contracts according to the terms thereof.

(3) To pay when due all taxes, assessments and other charges of any kind that may be levied or assessed against the Property.

(4) To promptly discharge any liens against the Property that are superior to the lien of this mortgage; and to pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Mortgagor shall not allow any lien superior to or on a parity with this mortgage to be perfected against the Property without Mortgagee's prior written permission.

(5) To keep the buildings and improvements on the above-described Property in good repair and not to commit or suffer any waste thereof or of the above-described Property. Mortgagor will not permit all or any part of the Improvements to be removed, demolished, or materially altered without Mortgagee's prior written consent, except for those Improvements that become obsolete in the usual conduct of Mortgagor's business, so long as obsolete Improvements that are demolished or removed are promptly replaced with Improvements of like value and quality.

(6) To comply, at all times, with all existing and future laws, orders and regulations of all state, federal, municipal and local governments and similar bodies affecting the Property or its use.

(7) To comply, at all times, with all covenants, conditions, easements, and restrictions affecting the Property.

(8) That Mortgagor will not initiate, join in, or consent to any rezoning or replatting of the Property or any change in any covenant or other public or private restriction limiting or defining the uses that may be made of all or any part of the Property and the Improvements without the prior written consent of Mortgagee.

(9) That in the event that all or any portion of the Property shall be taken by eminent domain, Mortgagee shall have the right to require that all or any portion of the Mortgagor's share of the moneys payable as compensation for such taking, shall be paid to Mortgagee and applied by it first to any costs and expenses necessarily paid or incurred by Mortgagee in such proceedings, and the balance shall be applied to the unpaid balance of the financing contracts.

(10) That in the event of default in payment of any insurance under this Mortgage or the financing contracts, Mortgagee may pay any insurance premiums or reinsure the Property and pay all premiums therefore, and pay licenses, fees, rentals, charges, taxes and/or assessments due or claimed to be due under any legislative power or authority or under any valid contract; and any amounts so paid by Mortgagee shall become part of the principal debt secured by this mortgage, and amounts so paid by Mortgagee shall bear interest at the rate specified in the financing contracts, without waiver, however, of any right arising to Mortgagee for Mortgagor's breach thereof.

(11) That Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property.

(12) That in the event that Mortgagor defaults on the payment of any sum due under the terms of the financing contracts or in the performance of any other covenant of the financing contracts or of this Mortgage, Mortgagee is bound by the provisions for default in the financing contracts.

Security Agreement And Fixture Filing. To secure the Obligations, Mortgagor grants to Mortgagee a security interest in the following: (1) the Property to the extent that it is not encumbered by this Mortgage as a first priority real estate lien; (2) all Mortgagor's personal property that is used or will be used in the construction of any Improvements on the Property; (3)

all Mortgagor's personal property that is now or will hereafter be placed on or in the Property or Improvements; (4) all Mortgagor's personal property that is derived from or used in connection with the use, occupancy, or enjoyment of the Property; (5) all Mortgagor's property defined in Oregon's version of the Uniform Commercial Code as accounts, equipment, fixtures, and general intangibles, to the extent that they are used at, or arise in connection with, the ownership, maintenance, or operation of the Property; (6) all causes of action, claims, security deposits, advance rental payments, utility deposits, refunds of fees or deposits paid to any governmental authority, refunds of taxes, and refunds of insurance premiums relating to the Property; (7) all options, agreements, and contracts for the purchase or sale of all or any part or parts of the Property or interests in the Property; and (8) all present and future attachments, accessions, amendments, replacements, additions, products, and proceeds of every nature of the foregoing. This Mortgage constitutes a security agreement and a "fixture filing" under Oregon's version of the Uniform Commercial Code regarding secured transactions.

General Provisions.

Mortgagor agrees that any failure of Mortgagee to require performance by Mortgagor of any provision of this mortgage or the financing contracts in no way affects the Mortgagee's rights to enforce the same, nor does any forbearance or waiver by Mortgagee of any breach of any provision constitute a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

If any provision of this Mortgage is held to be invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability will not affect any other provisions of this Mortgage, and the other provisions are to be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Mortgage.

This Mortgage contains the entire agreement of the parties. No prior agreement, statement, or promise made by any party to this Mortgage that is not contained in this Mortgage will be binding or valid.

Each remedy provided in this mortgage or afforded by law or equity is distinct and cumulative to all other rights or remedies available to Mortgagee, and may be exercised concurrently or independently.

Every provision for notice and demand or request shall be deemed fulfilled by notice and demand or request delivered in accordance with the provisions of the financing contracts.

If Mortgagor performs the covenants herein contained and pays the financing contracts according to its terms, this mortgage shall be void; otherwise, it shall remain in full force as a mortgage to secure the performance of all the covenants herein and in the financing contracts.

Time is of the essence hereof and if the Mortgagor fails to perform any covenant herein or in the financing contracts in accordance with their terms, Mortgagee may declare the unpaid balance on the financing contracts immediately due and payable and may foreclose on this mortgage at any time. In the event of any suit or action being instituted to foreclose this mortgage, Mortgagor agrees to pay all reasonable costs incurred by Mortgagee for title search and reports and such further sum as the trial court may adjudge reasonable as Mortgagee's attorney fees in said suit or action, all of which are secured by the lien of this mortgage.

All of the covenants and agreements herein shall apply to and bind the successors and assigns of Mortgagor and Mortgagee, respectively.

Mortgagor will hold Mortgagee and its directors, officers, employees, agents, and lawyers, harmless from and indemnify them for any and all claims, demands, damages, liabilities, and expenses, including but not limited to attorney fees and court costs, arising out of or in connection with Mortgagee's interest under this Mortgage, except that Mortgagor will not be liable for acts performed by Mortgagee in violation of applicable law.

The Mortgage and the validity, interpretation, performance, and enforcement of the Mortgage are governed by Oregon law.

PORT OF BROOKINGS HARBOR, OREGON

[Handwritten Signature]
Signature

CHAIRMAN
Title

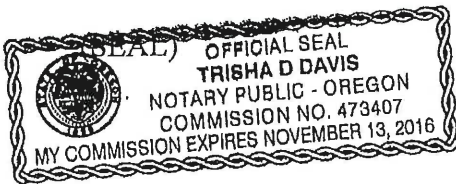
ROY C. DAVIS
Spell name legibly here

STATE OF OREGON)
County of Curry) SS

4 day of November, ~~2013~~ ²⁰¹⁵ ^{TOD}

I hereby certify that on this day, before me personally appeared Roy C. Davis [name], who being duly sworn, did say that he she is an authorized officer for the Port of Brookings Harbor, Oregon, an Oregon municipal corporation, and that the attached mortgage was signed on behalf of said corporation by authority of its Board of Commissioners.

Before me:



[Handwritten Signature]
Notary Public for Oregon
My commission expires: 11-13-16

Copy of
Exceptions,
Easements
or
Restrictions
enclosed

COURT DE 30 PAGE 171
FINAL ORDER ACCEPTING COUNTY ROAD

FILED 3-12-79
SECRETARY, CURRY CO.
Curry County
James H. Prager
Clerk

TO ALL PERSONS WHOM IT MAY CONCERN:
IN THE BOARD OF COUNTY COMMISSIONERS OF CURRY COUNTY, OREGON

In the Matter of the Widening,
Realignment, and Construction of)
Lower Harbor Road No. 816)

FINAL ORDER 3398

It is hereby resolved by the Board of County Commissioners of Curry County, Oregon, that the provisions of the Oregon Revised Statutes have been adhered to and that the road hereinafter called Lower Harbor Road No. 816 has been declared by the Court a County road as described below:

See description labeled "Attachment A", pages 1 and 2, made a part hereof;

Also see "As Built Centerline for County Road Establishment - Lower Harbor County Road #816" on file in the office of the Clerk, Curry County, Oregon - filed IN MARCH 1979.

DATED this 12TH DAY OF MARCH 1979.

BOARD OF COMMISSIONERS OF
CURRY COUNTY
James H. Prager
Chairman
[Signature]
Commissioner
[Signature]
Commissioner

AFTER RECORDING RETURN TO:
— COMMISSIONERS
— ROAD DEPARTMENT

30 - 172

LOWER HARBOR ROAD NO. 816 - Description

A strip of land for road right-of-way, lying in Sections 5 and 8, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, being Lower Harbor County Road #816, as it was re-constructed in 1978 under the direction of the Division of Oregon State Highways, the centerline of which is described as follows:

Beginning at a point on the South line of Christian Tuttle D.L.C. No. 39, said point being 1926.14 feet South and 511.02 feet West of the Southeast corner of Section 5, Township 41 South, Range 13 West;

Right-of-way being 25.0 feet left and 20.0 feet right of centerline.

Thence, North 9° 34' West 550.0 feet; the right-of-way widening to 25.0 feet left and 21.15 feet right of centerline. The intent being to include the description of the warranty deed from Walter T. Thompson and Iva M. Thompson, husband and wife, to Curry County, recorded in Book of Records, Volume 58, page 718, Curry County Deed Records.

Thence, continuing along said centerline, the right-of-way being 25.0 feet on each side, North 9° 34' West 188.30 feet to the beginning of a 477.50 foot radius curve to the left;

Thence, along said curve 137.22 feet;

Thence, North 26° 02' West 257.14 feet to the beginning of a 409.29 foot radius curve to the right;

Thence, along said curve 108.45 feet;

Thence, North 10° 51' West 333.72 feet to the beginning of a 2865.00 foot radius curve to the right;

Thence, along said curve 159.17 feet;

Thence, North 7° 40' West 371.26 feet to the beginning of a 286.50 foot radius curve to the left;

The right-of-way to the left exclusively shall be 22 feet, to the right shall continue as 25.0 feet;

Thence, along said curve 215.96 feet;

Thence, continuing along said centerline, the right-of-way being 25.0 feet on each side, North 50° 51' 30" West 94.14 feet to the beginning of a 286.50 foot radius curve to the right.

Thence, along said curve 108.43 feet;

Thence, North 29° 10' 30" West 349.41 feet to the beginning of a 382.00 foot radius curve to the right;

Thence, along said curve 168.78 feet;

Thence, North 3° 51' 30" West 340.33 feet to the beginning of a 382.00 foot radius curve to the left;

Lower Harbor Road No. 816
(Description continued)

COURT OF 30 PAGE 143

Thence, along said curve 293.97 feet;

Thence, North $47^{\circ} 57' 15''$ West 403.02 feet
to the beginning of a 286.50 foot radius
curve to the right;

Thence, along said curve 194.06 feet;

Thence, North $9^{\circ} 08'$ West 71.37 feet to the
beginning of a 119.37 foot radius curve to
the right;

Thence, along said curve 104.17 feet to a
point on the centerline of the Division of
Oregon State Highways description of Lower
Harbor County Road No. 816, said point being
2110.94 feet North and 1948.18 feet West of
the Southeast corner of Section 5;

Thence, at an angle point, North $40^{\circ} 43' 09''$
East 191.38 feet to the beginning of a 195.08
foot radius curve to the right;

Thence, along said curve 78.34 feet;

Thence, North $63^{\circ} 43' 45''$ East 89.92 feet to a
point on the Westerly right-of-way boundary of
the re-located Oregon Coast Highway, said point
being 2343.46 feet North and 1681.19 feet West
of the Southeast corner of Section 5, as shown
on the February 1979 plat of the "As-Built
Centerline for County Road Establishment of
Lower Harbor County Road #816"

IN THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR CURRY COUNTY

Filed 6-17-85
County Clerk

Sharon M. [Signature]
Deputy County Clerk

In the Matter of the Vacation)
of Old Right of Way Lying Out)
Side the 1979 Legalization of)
Lower Harbor County Road #816)

AMENDED
ORDER # 4852

WHEREAS, on March 12, 1979, the Curry County Board of Commissioners legalized the portion of Lower Harbor County Road #816 from the intersection with the Oregon Coast Highway on the north, southerly to the south line of Christian Tuttle D.L.C. 39 in Final Order #3398, recorded in Court Book of Records 30, page 171; and

WHEREAS, it was the expressed intent of the County that the Old Lower Harbor Road right of way outside the 1979 legalization be vacated to the record owners of the abutting property; and

WHEREAS, O.R.S. 368.126 states that "the final order or resolution shall identify all parts of the existing road that are to be vacated. Vacation of those parts described is effective without any further proceedings;" and

WHEREAS, the portions of the Old Lower Harbor Road right of way to be vacated were erroneously omitted from the Final Order legalizing the road;

THEREFORE, IT IS HEREBY ORDERED that any portion of the Old Lower Harbor Road #816, lying outside the limits of the 1979 legalized portion of the Lower Harbor Road fifty (50.0) foot wide right of way as shown on the Curry County Road Department's February 1979 plat of the "As Built Centerline for County Road Establishment of Lower Harbor County Road #816," be vacated to the record owners of lands abutting the newly legalized County Road right of way by extension of the abutting property lines to the new right of way boundaries.

DATED at Gold Beach, Oregon this 12th day of June, 1985.

CURRY COUNTY BOARD OF COMMISSIONERS

Robert Glenn Wagner
Chairman

Robert Mearns
Commissioner

Thomas W. [Signature]
Commissioner

~~INDEX~~ 118 ~~768~~
RIGHT-OF-WAY EASEMENT W.O. 0469

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, for a good and valuable consideration, the receipt thereof acknowledged, do hereby grant unto Coos-Curry Electric Cooperative, Inc., a cooperative corporation, whose post office address is P.O. Box 1268, Port Orford, Oregon, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of CURRY, State of Oregon, and more particularly described as follows: Township 41, Range W. 13, Section 5, D 4, Tax Lot 3400

PARCEL 1 - Baap on the Wly r/w bndry of U.S. Hy 101, said pt being N.1499.5 ft and W 1314.5 ft from the SE cor of said Sec 5;
th, W 190.8 ft, M/L, to a pt on the Ely R/W bndry of a County Road;
th, following said road bndry N 36 deg. 30' W 166.1 ft; and N43 deg. 30' W 83.5 ft, leaving said road N 82.1 ft, M/L, to the pt on the Wly R/W bndry of U. S. Hy 101;

th, following said Hy bndry through its curve and tangent, 480.0 ft, M/L, to the P.O.B.
PARCEL 2 - Baap on the Wly R/W bndry of U.S. Hy 101, said pt being N 1801.7 ft and W1686.3 ft from the Se cor of said Sec 5;
th, S 82.1 ft, M/L, to a pt on the Ely R/W bndry of a County Road;
th, following said road bndry NWly to its intersection with the Wly R/W bndry of U.S. Hy 101;
th, following said Hy bndry SEly 150.0 ft, M/L, to the P.O.B. 1.0
Less Hy 0.3

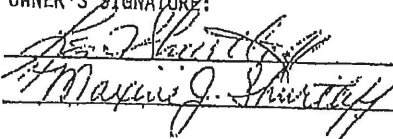
TL 3400 to 3402 140

and to construct, reconstruct, operate and maintain on the above described land and/or upon all streets, roads, or highways abutting said lands, an electric transmission or distribution line or system.

- OVERHEAD SYSTEM : To remove and trim trees and brush to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or danger trees that are tall enough to strike the wire in falling.
- UNDERGROUND SYSTEM : To remove and trim trees and brush to the extent necessary in the event maintenance is required.

The undersigned covenant that they are owners of the above described lands and that the said lands are free and clear of encumbrances and liens whatsoever character, except those held by the following persons:

IN WITNESS THEREOF, the undersigned have set their hands and seal this _____ day of 1-15-86, 1986, signed, sealed and delivered in the presence of:

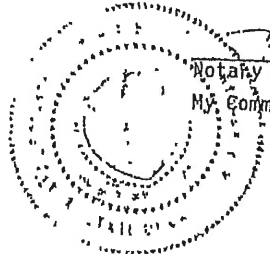
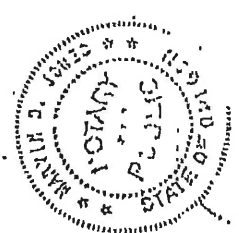
OWNER'S SIGNATURE:


STATE OF OREGON }
COUNTY of CURRY }

BE IT REMEMBERED, that on this 15 day of January, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the

within named Leo T. & Maxine Shurtleff who are known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal, this day and year last written above.



Notary Public for Oregon
My Commission Expires: 1-23-89
Indexed in Deeds
State of Oregon }
County of Curry }
I hereby certify that the within instrument was filed for record Feb 12, 1986 at 3:50 o'clock P M. and recorded in Book of Records Vol. 118 Page 928

Name of Document For Recording: Easement
Property Owner: Deloss L. Shurtleff
Other Party: Harbor Sanitary District
Consideration: \$00.00
Tax Statement to be mailed to: No Change
After Recording, Return To: Harbor Sanitary District
POB 2457, Brookings OR 97415

EASEMENT

This agreement is an easement between the **Deloss L. Shurtleff**, as GRANTOR, and the **HARBOR SANITARY DISTRICT**, a sanitary sewer district organized and operated pursuant to the provisions of ORS Chapter 450, as GRANTEE.

RECITALS:

The Grantor owns real property described in Instrument No. 98-2185, Deed Records of Curry County, Oregon, located in the northwest quarter of the southeast quarter (NW ¼ SE ¼) of Section 5, Township 41S, Range 13W, Willamette Meridian, in Harbor, Curry County, Oregon.

The Grantee intends to install sewer main transmission lines in a portion of the property owned by Grantor, as described above.

It is the intent of the parties that Grantor grants a perpetual easement to Grantee on a portion of Grantor's property hereinafter described for the purposes of the construction, laying, installation, operation, inspection, repair, maintenance, replacement and removal of certain sanitary sewer main transmission lines.

NOW, THEREFORE, Grantor, in consideration of the covenants herein contained and of other good and valuable consideration, conveys to the Harbor Sanitary District, a domestic sanitary sewer district organized pursuant to ORS Chapter 450, Grantee, together with its heirs and assigns forever, rights-of-way and easements for the purposes of laying, constructing, installing, operating, inspecting, repairing, and replacing the sanitary sewer main over and upon a strip of land described in Exhibit "A" attached hereto and incorporated herein by this reference. The sanitary sewer mains will be located within the map of the project area, identified as Exhibit "B" attached hereto and incorporated herein by this reference.

The Grantee of the rights herein granted shall have the right at all reasonable times to go upon the property under and upon which said easement right is granted by Grantor for the purposes of laying, constructing, installing, operating, inspecting, repairing, maintaining, and replacing the sanitary sewer mains, together with all the privileges necessary and incidental to the enjoyment of the rights herein granted.

Grantor agrees that they will not place any structure over or upon property where the easement is hereby granted, nor cause any weight to be placed over or upon said easement area, nor change the grade of the existing sewer easement area which should cause any damage to Grantee's sewer

CURRY COUNTY, GOLD BEACH, OR FEE \$41.00
RENEE KOLEN, COUNTY CLERK

02/21/2006 #2006-1090
02:05:47PM 1 OF 4

mains, and if Grantee's sewer mains are damaged as a result of any activity by Grantor taking place upon the property where the easement is granted, Grantor will pay to Grantee upon demand the cost of the repair thereof.

By acceptance of this Grant; Grantee herein agrees as follows:

1. To lay all sewer mains below the surface of the ground at a minimum depth of 3 ft below the ground.
2. In the event that Grantee shall be required to go upon the easement area for the purpose of repair, reconstruction, or removal of such sewer mains, after any such repairs, reconstruction, or removal has been completed, Grantee shall place the property of Grantor in substantially the same condition as it was prior to any such repair or reconstruction.

The easement herein granted shall be a perpetual easement and exclusive for the use of Grantee.

The agreements by the respective Grantor and Grantee by them to be performed, shall be binding upon not only them and each of them, but upon their administrators, executors, heirs, devisees, successors, and assigns.

DATED this 2 day of ^{FEB}~~January~~, 2006

By: *Deloss L. Shurtleff*
Deloss L. Shurtleff

STATE OF OREGON)
) ss
County of Curry)

The foregoing instrument was acknowledged before me this 2ND day of Feb., 2006, by Deloss L. Shurtleff as his voluntary act and deed.



Betty A. Sumner
NOTARY PUBLIC

CURRY COUNTY, GOLD BEACH, OR FEE \$41.00
RENEE KOLEN, COUNTY CLERK

02/21/2006 #2006-1090
02:05:47PM 2 OF 4

86

LEGAL DESCRIPTION
Sanitary Sewer Easement - 6

All that property being a portion of the northwest quarter of the southeast quarter (NW $\frac{1}{4}$ /SE $\frac{1}{4}$) of Section 5, Township 41 South, Range 13 West, W.M., in Harbor, Curry County, Oregon; also being that portion of Tax Lot 1100, 41-13-05DB (said Lot is described in that deeds on file at the Curry County Recorder's Office as Instrument No. 98-2185) that lies within the two parcels described as follows:

Parcel 1:

A twenty-five foot (25') wide strip of land, fifteen feet (15') northerly of and ten feet (10') southerly of the following described centerline:

Beginning at a point that bears South 33°18'35" West, 79.20 feet from a 5/8" rebar with cap marked "PLS 1868" on the northeasterly right-of-way line of Shopping Center Avenue; said Point of Beginning also bears North 54°48'56" East, 98.04 feet from a 5/8" rebar with cap marked "CCRW" on the northeasterly right-of-way line of Lower Harbor Road (both monuments are shown on Map 41-815 on file with the Curry County Surveyor's Office);

- 1.) thence South 49°37'02" West, 37.11 feet, more or less, to a point that bears North 49°37'02" East, 10.00 feet from the easterly line of that parcel described in that deed on file with the Curry County Recorder as Instrument No. 2003-2481.

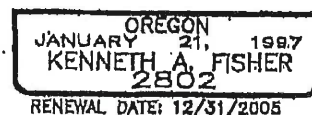
Parcel 2:

A 10.00-foot (10') wide strip of land lying parallel with and adjoining a portion of the easterly line of that parcel described in that deed on file with the Curry County Recorder as Instrument No. 2003-2481. Said strip of land is 58.71 feet long and begins at the south end of said easterly line.

The bearings of this description are based upon a field survey of monuments found on said Map 41-815 and Map 41-1167.

CURRY COUNTY, GOLD BEACH, OR FEE \$41.00
RENEE KOLEN, COUNTY CLERK

02/21/2006 #2006-1090
02:05:47PM 3 OF 4



Signed Kenneth A. Fisher 10/14/05

Permanent Easement Exhibit "A"

CURRY COUNTY, GOLD BEACH, OR
RENEE KOLEN, COUNTY CLERK
FEE \$41.00

02/21/2006
02:05:47PM
#2006-1090
4 OF 4

41-13-05DB
T.L. 500

SEE MAPS 41-815, 41-1167, &
41-1474 CURRY CO.
SURVEYOR'S OFFICE

SHOPPING
CENTER
AVENUE

TIE
S33°18'35"W
79.20'

5/8" REBAR+CAP
"PLS. 1888"

T.L. 800

S49°37'02"W
37.11'

P.O.B.

5/8" REBAR+CAP
"CCRW"

T.L. 1000

TIE
N54°48'56"E
98.04'

T.L. 1100

LOWER HARBOR ROAD



SCALE 1"=50'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Kenneth A. Fisher 10/14/05

OREGON
JANUARY 21, 1997
KENNETH A. FISHER
2802

RENEWAL DATE 12/31/2005

IN THE NW 1/4 OF THE SE 1/4
OF SECTION 5, T.41S., R.13W., W.M.
HARBOR SANITARY DISTRICT
HARBOR, CURRY COUNTY, OREGON
Permanent Easement - Exhibit "B"
SANITARY SEWER EASEMENT-8

SHN 001180:807
OCTOBER, 2005
EXHIBIT "B"





I Renee' Kolen, County Clerk, certify that the within document was received and duly recorded in the official records of Curry County.



Renee' Kolen - Curry County Clerk

Name of Document For Recording: **Easement**
Property Owner: **The Port of Brookings Harbor**
Other Party: **Harbor Sanitary District**
Consideration: **\$0.00**
Tax Statement to be mailed to: **No Change**
After Recording, Return To: **Harbor Sanitary District**
POB 2457, Brookings OR 97415

EASEMENT

This agreement is an easement between **THE PORT OF BROOKINGS HARBOR**, an Oregon Municipal Corporation as **GRANTOR**, and the **HARBOR SANITARY DISTRICT**, a sanitary sewer district organized and operated pursuant to the provisions of ORS Chapter 450, as **GRANTEE**.

RECITALS:

The Grantors own real property in Harbor, Curry County, Oregon, legally described in Exhibit A, attached hereto and incorporated herein by this reference.

The Grantee has previously installed sewer main transmission lines in the property described in attached Exhibit A, owned by Grantors, as described above.

It is the intent of the parties that Grantors grant a perpetual easement and rights-of-way to Grantee on the portion of Grantors' property hereinbefore described in attached Exhibit A for the purposes of the construction, laying, installation, operation, inspection, repair, maintenance, replacement and removal of certain sanitary sewer main transmission lines.

NOW, THEREFORE, Grantors, in consideration of the covenants herein contained and of other good and valuable consideration, convey to the Harbor Sanitary District, a domestic sanitary sewer district organized pursuant to ORS Chapter 450, Grantee, together with its heirs and assigns forever, rights-of-way and easements for the purposes of laying, constructing, installing, operating, inspecting, repairing, and replacing the sanitary sewer main over and upon a strip of land described in Exhibit "A" attached hereto and incorporated herein by this reference. The sanitary sewer mains are located within the map of the project area, identified as Exhibit "B" attached hereto and incorporated herein by this reference.

The Grantee of the rights herein granted shall have the right at all reasonable times to go upon the property under and upon which said easement right is granted by Grantors for the purposes of laying, constructing, installing, operating, inspecting, repairing, maintaining, and replacing the sanitary sewer mains, together with all the privileges necessary and incidental to the enjoyment of the rights herein granted.

Grantors agree that they will not place any structure over or upon property where the easement is hereby granted, nor cause any weight to be placed over or upon said easement area, nor change the grade of the existing sewer easement area which should cause any damage to Grantee's sewer mains, and if Grantee's sewer mains are damaged as a result of any activity by Grantors taking place upon the property where the easement is granted, Grantors will pay to Grantee upon demand the cost of the repair thereof.

By acceptance of this Grant, Grantee herein agrees as follows:


1. To lay all sewer mains below the surface of the ground at a minimum depth of 3 ft below the ground.
2. In the event that Grantee shall be required to go upon the easement area for the purpose of repair, reconstruction, or removal of such sewer mains, after any such repairs, reconstruction, or removal has been completed, Grantee shall place the property of Grantor in substantially the same condition as it was prior to any such repair or reconstruction.

The easement herein granted shall be a perpetual easement and exclusive for the use of Grantee.

The agreements by the respective Grantor and Grantee by them to be performed, shall be binding upon not only them and each of them, but upon their administrators, executors, heirs, devisees, successors, and assigns.

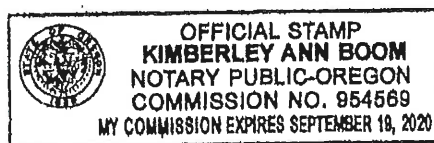
DATED this 2 day of JANUARY, 2018

THE PORT OF BROOKINGS HARBOR:

By: 

Gary Dehlinger

STATE OF OREGON)
) ss
County of Curry)



The foregoing instrument was acknowledged before me this 2nd day of January, 2018, by Gary Dehlinger, General Manager of the Port of Brookings Harbor as the Port's voluntary act and deed.



NOTARY PUBLIC

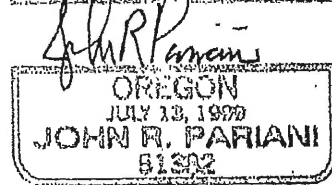
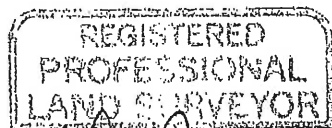
PARCEL 1 - Permanent Easement for Sanitary Sewer Lines, Fixtures and Facilities and the Maintenance thereof. The center line of the 20 foot wide easement is described as follows:

Commencing at the southwesterly corner of that property described in Instrument No. 2015-04082 (T41S, R13W, Sec 05db, Tax Lot 1100) Curry County Records, said point also being on the northerly line of Lower Harbor Road; thence South 47°58'11" East, along the northerly of Lower Harbor Road, 211.42 feet to the True Point of Beginning; thence leaving said northerly line, North 40°02'12" West, 209.04 feet to a point on the northwesterly line of said Instrument and the Point of Terminus of this center line description.

Side lines of this easement shall be extended or truncated to terminate on the northerly line of Lower Harbor Road and the northwesterly line of that property described in said Instrument No. 2015-04082. (T41S, R13W, Sec 05db, Tax Lot 1100)

The area to which this description applies contains 4,180± square feet.

See Exhibit B for a graphic depiction of this description.



RENEWAL DATE: DEC. 31, 2018

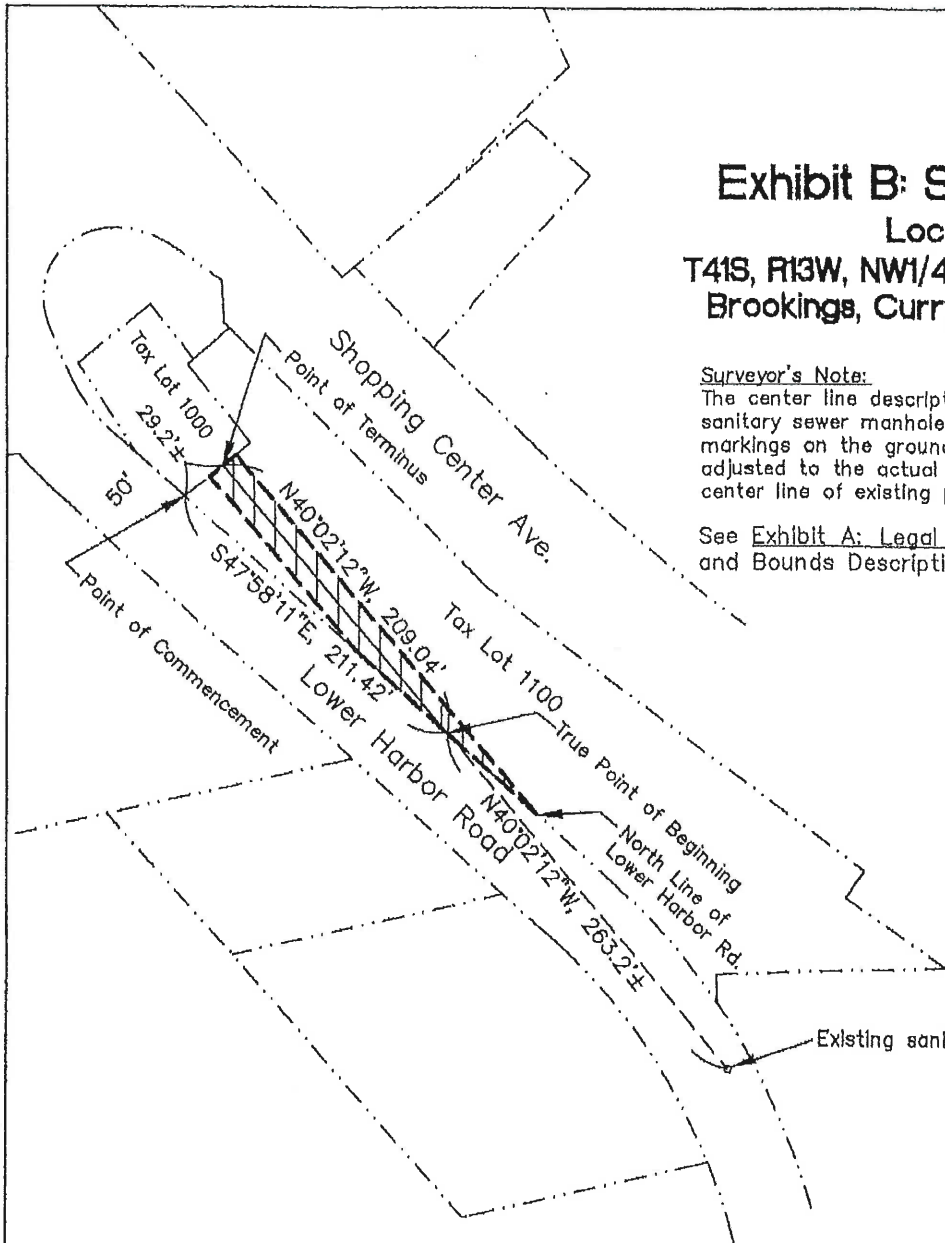
Exhibit B: Sketch Map

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

Surveyor's Note:

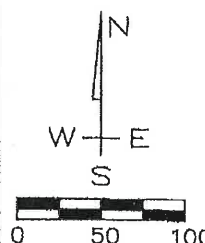
The center line description is based upon the existing sanitary sewer manhole (shown) and utility locate markings on the ground. This description is to be adjusted to the actual location of the constructed center line of existing pipe line.

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



Legend:

- Tax Lot Lines
- ▨▨▨▨▨ Permanent Easement Area



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

John R. Pariani
 OREGON
 July 13, 1999
 JOHN R. PARIANI
 #51382

Renews: December 31, 2018

T41S, R13W, Sec 05db, Tax Lot 100

Permanent Easement Sketch Map

Pariani Land Surveying

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

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

DATE: October 19, 2022
RE: El Cazadores Proposal
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- Cendi and Javier Olmedo purchased the building from Mr. Byrtus.
- September's regular commissioner meeting the Port terminated lease agreement with Mr. Byrtus.
- Presented draft lease to Cendi and Javier.
- Cendi and Javier came back with a proposal letter asking for consideration on lease cost or sale of land.

DOCUMENTS

- Draft Commercial Lease Agreement with current rates, 12 pages
- Cendi and Javier Olmedo Proposal Letter, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
Board decision

COMMERCIAL LEASE AGREEMENT

Cendi Olmedo and Javier Olmedo

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

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

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

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

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

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

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

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

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

3. **Base Rent Payment.**

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

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

- c. **Additional Rent.** Additional rent means any other sums payable by Tenant to Landlord under this lease. At the end of the initial lease term, a new base rent will be established.
 - d. **Fees and Charges.** Should any rent or other payment required of Tenant by this lease not be paid within 10 days after it is due, a late charge of 1.5% per month (18% per annum) will be assessed. In the event any suit or action is instituted to collect any amount owed on this account, the undersigned applicant agrees to pay any reasonable attorney's fees, collection agency fees and any other costs associated with such action. A \$50.00 fee will be assessed on any returned payment.
- 4. **Lease Consideration/Security Deposit.** Upon execution of the lease, Tenant's base rent is due the first day of the month of the lease term for which rent is payable. Tenant is required to pay a security deposit in a sum equal to one month's base rent. Landlord may apply the security deposit to pay the cost of performing any obligation that Tenant fails to perform within the time required by this lease, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the security deposit is applied by the Landlord, Tenant must on demand pay the sum necessary to replenish the security deposit to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the security deposit will be returned to Tenant upon termination of this lease, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the term.
- 5. **Use.** Tenant may use the Leased Premises for parking and dumpsters and for no other purpose without Landlord's written consent. In connection with its use of the Leased Premises, Tenant must, at its sole expense, promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including those of the Port of Brookings Harbor, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Port of Brookings Harbor, wherever located. Tenant must not create or maintain any nuisance or any objectionable fumes, noise, or vibrations while using the Leased Premises.
- 6. **Equipment.** Tenant may install in the Leased Premises only such equipment as is customary for the intended **use** and must not overload the floors or electrical circuits of the Leased Premises or alter the plumbing or wiring of the Leased Premises, without the prior written consent of Landlord. Landlord must approve, in advance, the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any equipment installed by Tenant will remain Tenant's property and must be installed and operated at Tenant's expense. Any air conditioning required because of heat generating equipment or special lighting installed by Tenant must also be installed and operated at Tenant's expense.
- 7. **Sign.** No signs, awnings, antennas, or other apparatus may be positioned as to be visible from outside the Leased Premises without Tenant obtaining Landlord's prior written approval as to design, size, location, and color. All signs installed by Tenant must comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware must be removed upon termination of this lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.
- 8. **Utilities and Services.** Landlord will furnish all utilities up to the Leased Premises and Tenant will be directly responsible for any and all electrical charges or fees for electrical service and must make arrangements to be billed directly from the local electric co-op (Coos-Curry Electric Cooperative, Inc.). Tenant must also make the necessary arrangements to have a meter installed in the name of Tenant for billing purposes. Water and Sewer usage will be billed separately. Tenant must comply with all government laws or regulations regarding the use or

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

9. Maintenance and Repair – Tenant's Obligations

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

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

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

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

12. **Indemnity.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT




Exhibit 2

3,750 Sq Ft asphalt parking area



Asphalt parking Lease for El Cazadores

Legend

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



Date: 9-27-22

To: Travis, The Post of Brookings

Re: Parking Spaces located at
Casadores

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

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

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

We would entertain the possibility in purchasing same said spaces.

Please, reconsider and hope to reach a mutual agreement.

Thank you
Name Cenit Olmedo Rendi Olmedo
Name Javier Olmedo Javica Olmedo



ACTION ITEM – D

DATE: October 19, 2022
RE: Key Card System
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- The code to the restrooms/showers in Basin II continues to be given to non-moorage holders creating multiple safety hazards for the intended users.
- Switching door locks from a punch code to a card system will help eliminate the code being handed out and the card system will be able to tell us who's card opened the door and at what time to help better track any vandalism happening in the bathroom.
- Anchor Lock N Key Quote: \$2500.00 + Labor, includes: (2) Trilogy locks, (50) cards and a handheld system.
- Openpath Security: Electronic door system is \$9240.00 plus the added labor and materials to add the needed utilities to operate the electronic door. Since the building is a concrete building the cost to add the utilities usually out ways the cost of the door itself, and it was recommended not to go this route, but it is possible to do.
- Ironclad Security: \$3501.10 for (2) Trilogy door lock system, they can install for an additional \$1,500.00

DOCUMENTS

- (2) months of incidents, 9 pages
- Procurement Request, 1 page
- Openpath Security Quote, 5 pages
- Ironclad Security Quote, 3 pages
- Anchor Lock N Key, 3 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve installing key card access to the commercial basin restroom and showers.



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

Commercial Basin Restroom. Incident Report

Date of Incident: Various

Time: _____

Location of Incident: _____

What Happen? Commercial bathroom is repeatedly being vandalized. See attached documentation. Last 60 days

Who was Involved?

Name: _____

Address: _____

Phone Number: _____

Witness (if any)

Name: _____

Address: _____

Phone Number: _____

Corrective Action: _____

Report Written By:	
Name:	<u>Brent</u>
Signature:	

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

9-15-22 Feces smeared on sign

**This Facility
has been
vandalized
repeatedly.**

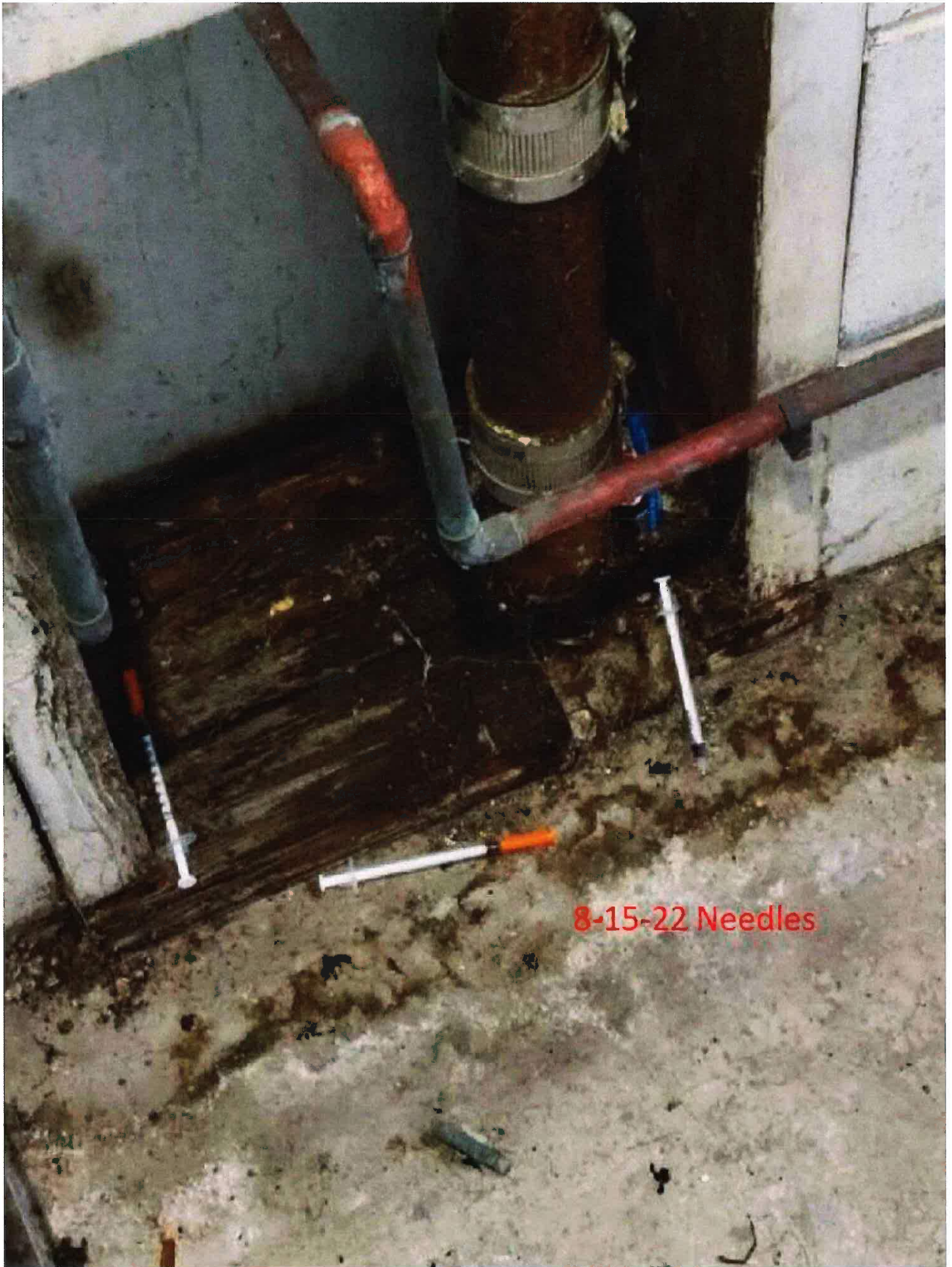
A photograph of a bathroom stall. The stall is constructed from white, horizontally-slatted panels. On the left wall, a white urinal is mounted. The floor is dark and appears to be made of concrete or a similar material, with some stains. The ceiling is white and has two rectangular fluorescent light fixtures. A door, also made of white slatted panels, is broken and hanging off its hinges. The text "9-8-22 Door broken" is overlaid on the image. In the bottom right corner, the number "110" is handwritten in blue.

9-8-22 Door broken

110

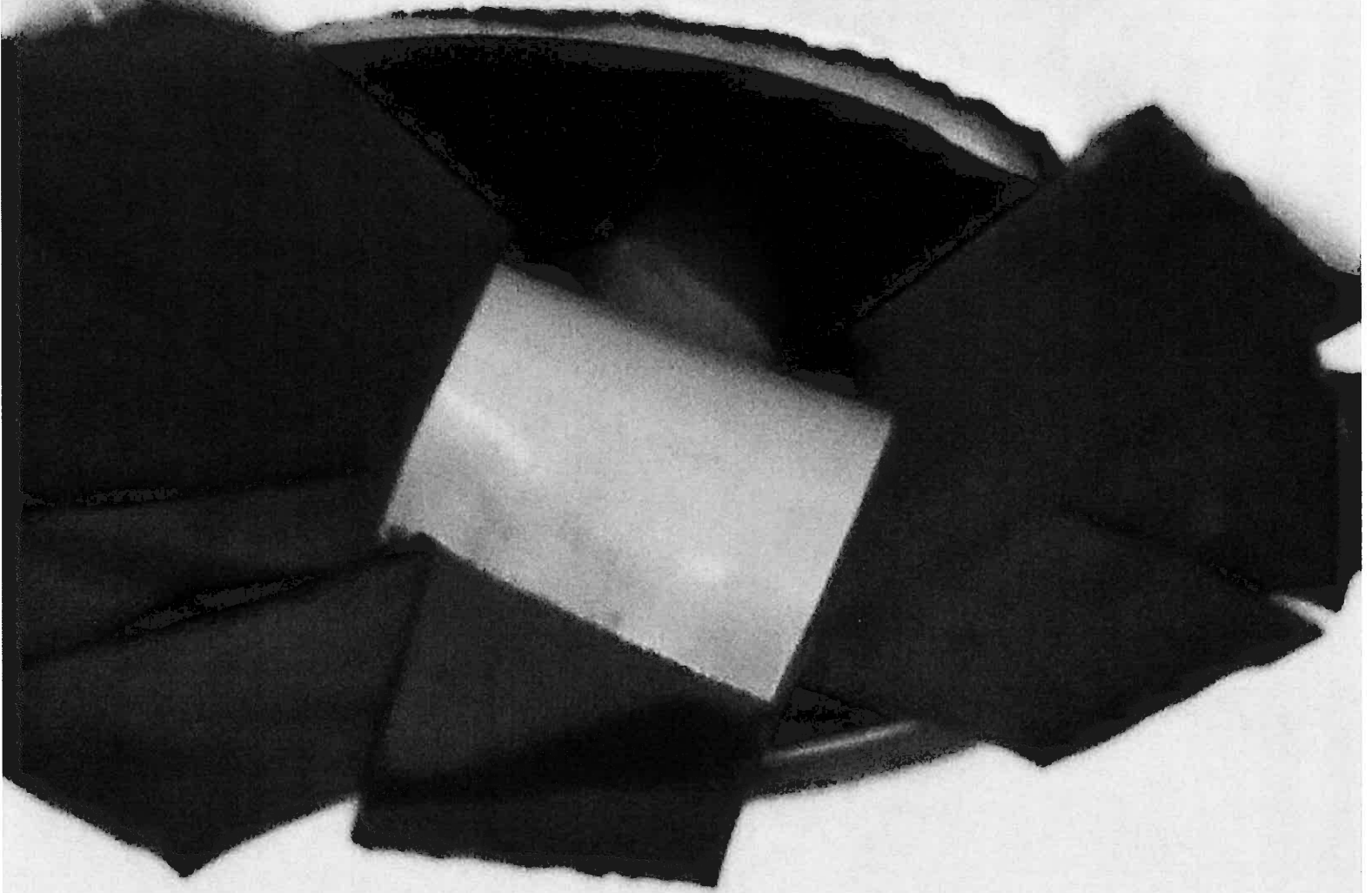



8-15-22 Door broken



8-15-22 Needles

8-15-22 multiple lights broken





8-15-22 Drain cover taken

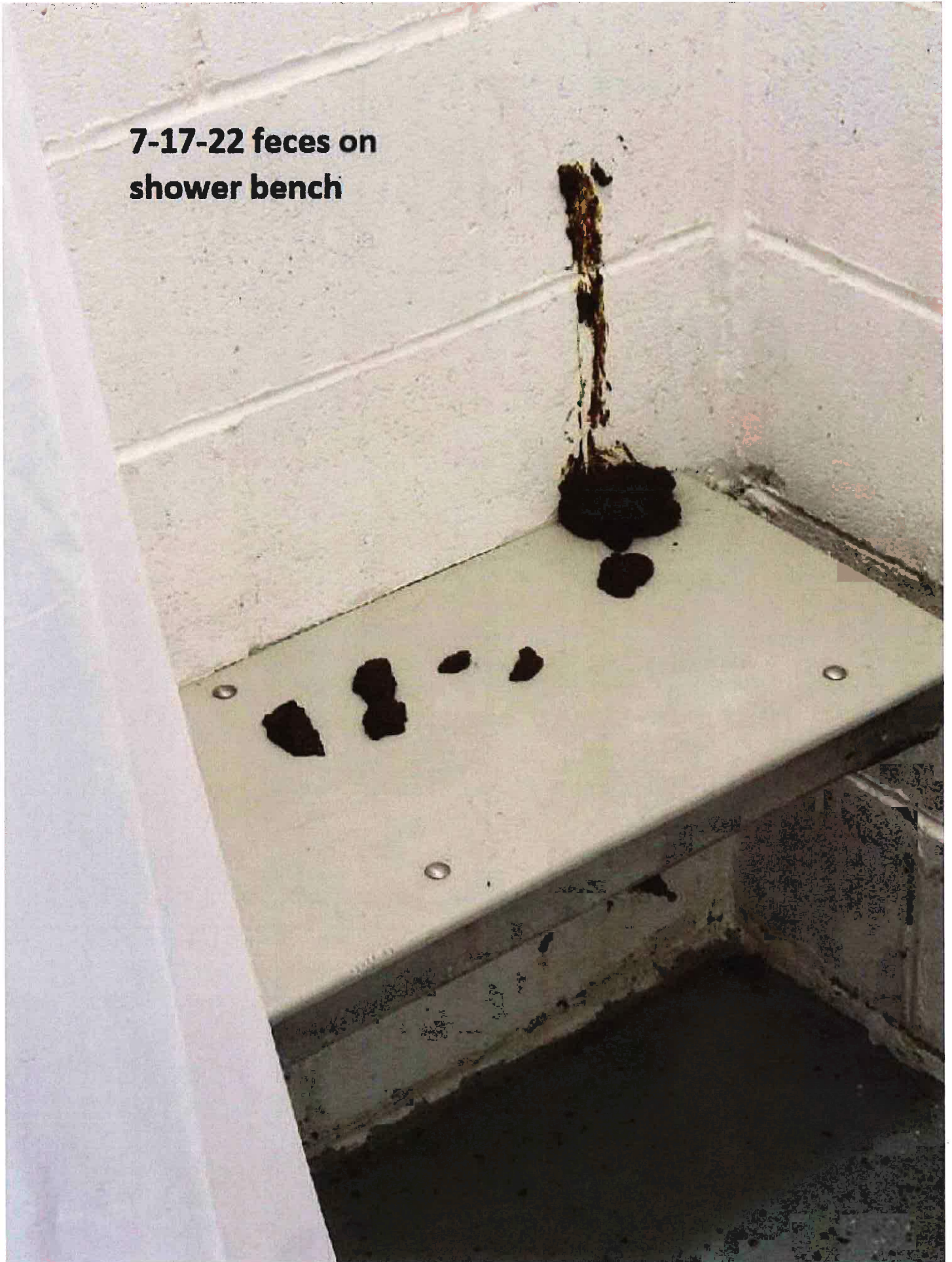
8-15-22

114

7-18-22 Needles and trash in closed stall



**7-17-22 feces on
shower bench**





Ironclad Security
 6050 Crater Lake Ave, #B
 Central Point, OR 97502
 Oregon CCB# 212437

Proposal

Proposal Date: 10/10/2022
Proposal #: 22-158

Ship To:	Project:
Port of Brookings	
	P.O. Number:

Qty.	Description
	Open Path Cloud Based Access Control
1	Open Path Single Door Controller - PoE
2	Open Path Smart Reader - Single Gang
2	HES 5000C-630 Electric Strike, 12/24V AC/DC Fail Safe/Secure with 501 & 501A Faceplate, Stainless Steel
5	Open Path KeyFobs - High Frequency - 10 Pack
2	Ubiquiti NanoBeam AC Gen2 Wireless PtP Link
1	Cyber Power Battery Backup UPS
	Onsite Installation Labor
	Travel Expenses and Hotel
	Description of Work:
	Provide and Open Path cloud based access control system for the restroom doors. Locate Open Path access control panel in the custodial closet and run conduit and wire to card readers and electric strikes. Cut frame of door to accommodate electric strike and roto hammer out grout. Install wireless bridge on the restroom building and on the main building (line of sight is required). Connect to the internet in the main building and configure wireless bridges. Set up Open Path software and train users on the system.

Please let me know if you would like to proceed.
 Have a great day!!

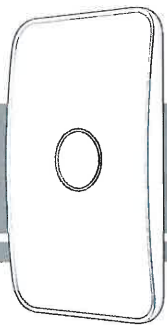
Total \$9,240.00

Ask us about our financing options!

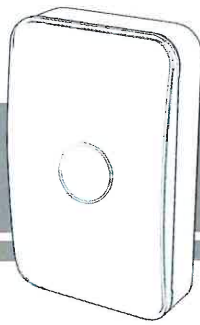
SIGNATURE _____

Openpath Standard Smart Reader v2

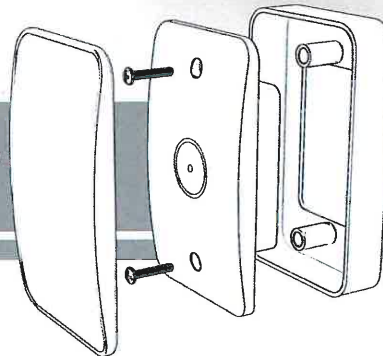
The Openpath door reader leverages industry leading security combined with an elegant design that will enhance any door and office environment. The Smart Reader v2 is a multi-technology reader that supports both low (125 kHz) and high (13.56 MHz) frequencies. The standard reader can be flush mount inside a single gang box, providing a slim profile.



Flush mounted
in gang box



Surface mounted
on the wall

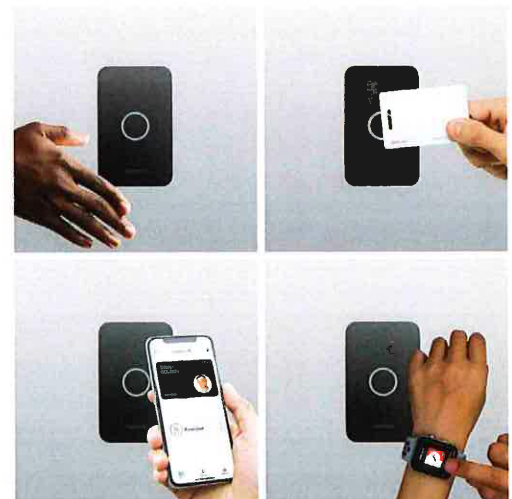


Surface mounted
with casing and
snap cover exposed

Openpath Access

Openpath creates smart security solutions for the modern office. The company's flagship product, Openpath Access, combines sleek hardware with an app, enabling employees to enter the office using their smartphone. Unlike legacy systems, Openpath's software is cloud-based, meaning Access easily scales with your business and seamlessly integrates with platforms like G Suite and Azure AD.

Openpath's patented SurePath Mobile technology ensures reliability and quick entry via Bluetooth, Wi-Fi and LTE. With encryption at every level and powerful, user-level permissions, Openpath Access is both more secure and more dynamic than traditional access control systems. Openpath Access' streamlined, customizable features make office management easier than ever.



OP-R2-STND
Standard Smart Reader v2



Smart Reader v2

Card Compatibility

- Openpath DESFire EV3
- MIFARE Classic/DESFire/Ultralight (ISO14443A) CSN
- Openpath Proximity
- HID® Proximity
- LenelProx®

Specifications

Cloud Managed	Yes
Form	Standard
Color	Black, White
Frequency	125 kHz, 13.56 MHz
Openpath Bluetooth	Yes
NFC	Yes
Wave to Unlock/Touch	Yes
Auto Proximity Unlock	Yes
Openpath Prox Cards/Fobs	Yes
HID® Prox	Yes
LenelProx®	Yes
Openpath DESFire EV3	Yes
MIFARE/DESFire (CSN)	Yes
Standards	ISO 14443A, Prox
Certification	CE, FCC, UL 294, UKCA
Environmental	IP65

Features

- Snap-on faceplate
- Modern design, can seamlessly blend into or upgrade the aesthetics of any entry
- Indoor/outdoor design
- Supports auxiliary Wiegand readers connected through the Openpath reader
- Functions seamlessly with the mobile application
- Available on both Android and iOS
- Works with Smart Watches in addition to the mobile app
- Supports remote unlocking with user-level privileges
- Lifetime warranty

Installation

- Easy installation via RS-485 wiring
- Compatible with legacy Wiegand wiring

PIGTAIL color	Name (short)	Name (full)	
Gray	GND	Ground (RTN)	Primary Controller Connections
Blue	+B	RS485-B	
Violet	-A	RS485-A	
Orange	VIN	+12V IN	
Red	VO	Wiegand Voltage	Connections to Auxiliary Wiegand Reader
Black	GND	Wiegand RTN	
Green	WD0	Wiegand Data 0	
White	WD1	Wiegand Data 1	
Brown	LED	Wiegand LED	
Yellow	BUZZER	Wiegand Buzzer	

Temperature should not exceed -30°C to 60°C (-22°F to 140°F)

Security

- Fully encrypted communication between mobile app and controller
- Fully encrypted communication between Openpath key cards and reader
- Eliminates the threat of copying or cloning Openpath key cards
- Includes tamper resistant secure storage

System Compatibility

- Reader works with Openpath Access System including Openpath controllers, cloud management software, and mobile app
- Reader works with legacy access control systems via Mobile Gateway option

Dimensions

- With back cover, no gang box: 7.4 x 12.0 x 2.3 cm (2.9 x 4.7 x 0.9 in)
- No back cover, on gang box: 7.4 x 12.0 x 1.1 cm (2.9 x 4.7 x 0.43 in)

Power Rating

- 0.25A @ 12VDC
- 0.12A @ 24VDC



Openpath Single Door Controller

Access Control Unit

The Openpath Single Door Controller is an access control unit that supports up to two entries and two Openpath Smart Readers. The Controller securely makes all entry decisions and can be configured via Bluetooth using the Openpath Admin App. With wired and wireless connectivity, the Single Door Controller communicates with the Openpath access control cloud for system management and maintenance. It includes ports for Relays (Dry/Wet), Openpath Smart Readers, Request to Exit (REX) Sensors, Contact Sensors, as well as configurable inputs for Wiegand devices or extra sensors. The Controller uses RS-485 wiring to connect to the Smart Readers. The Single Door Controller can be wall-mounted or installed on a single or double gang box and may be powered using PoE, PoE+, or an external 12V to 24V supply.

Features

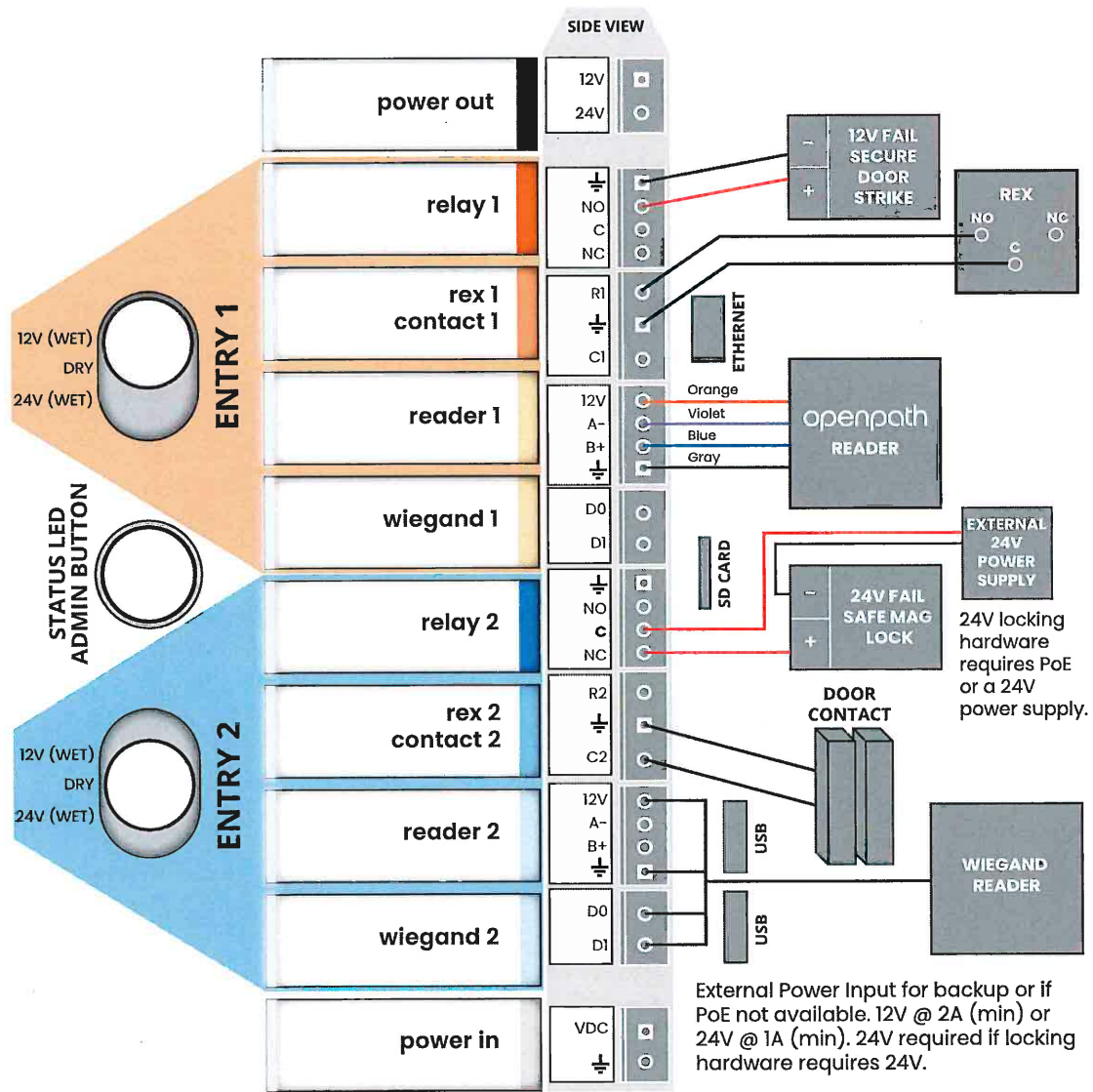
- Internet connectivity to the Openpath access control cloud for system management and communication
- Stores all cloud configurations locally in order to remain fully functional in the event of an Internet outage
- Uses industry standard RS-485 signaling to communicate with Openpath readers over CAT 5/6 wiring
- Includes port interfaces for 2 Relays, 2 Openpath Readers, 2 Wiegand Readers, 2 REX Sensors, and 2 Contact Sensors
- Includes removable contact terminal blocks for convenient wiring
- Physical switches to select relays to be dry or wet (12V or 24V)
- EOL monitoring with single or double termination on all REX, Contact, and configurable inputs
- WiFi-enabled
- Can be configured using the Openpath Admin App
- Lifetime warranty



Specifications

- Operating Voltage: 12-24VDC
- Output Ratings:
 - Power Out can supply up to 100mA @ 12V or 50mA @ 24V
 - 2 reader ports, max power output: 250mA @ 12V each
 - 2 relays, max power output:
 - PoE: Max 3W combined output (250mA @ 12V, 125mA @ 24V)
 - PoE+: Max 9W combined output (750mA @ 12V, 375mA @ 24V)
- Relays: 2 relays, 2A @ 24VDC (resistive)
- Openpath Readers: Up to 2 Openpath Readers
- Wiegand Readers: Up to 2 Wiegand Readers (if no Openpath Readers)
- REX Sensors: 2 REX Sensors, nominal 5VDC, 1kohm to each input (resistors built into Controller)
- Contact Sensors: 2 Contact Sensors, nominal 5VDC, 1kohm to each input (resistors built into Controller)
- Dimensions: 5.6 x 5.6 x 1.65 in (14.2 x 14.2 x 4.2 cm)
- Weight: 12.7 oz (360 g)
- Operating Temperature: 32° to 122°F (0° to 50°C)
- Operating Humidity: 5% to 85% relative, non-condensing
- Communication Ports: 10/100 baseT Ethernet, 2 USB ports
- Backup Battery: On external supply or PoE injector, use two 12VDC sealed lead acid (SLA) or gel cell batteries in series
- Compliance: FCC, IC, CE, RCM, UL 2043, UL 294

OP-2ESH-POE
Single Door Controller





Ironclad Security
 6050 Crater Lake Ave, #B
 Central Point, OR 97502
 Oregon CCB# 212437

Proposal

Proposal Date: 10/10/2022
Proposal #: 22-157

Ship To:	Project:
Port of Brookings	
	P.O. Number:

Qty.	Description
	Alarm Lock Trilogy with Prox
2	Alarm Lock PDL3000 - 26D Cylindrical Keypad Lock with Prox
1	Alarm Lock AL-PCI2-U USB Transmission Cord for Programming Locks from PC
50	Schlage 125kHz Prox Fob
	Freight Charges
	Hardware Only Subtotal: \$3,501.10
	Install Labor and Setup Support of DL-Windows Software
	Onsite Installation Labor
	Install Subtotal: \$1,500.00

Please let me know if you would like to proceed.
 Have a great day!!

Total \$5,001.10

Ask us about our financing options!

SIGNATURE _____

123

TrilogyProx: PDL3000

Use the same ID cards as hardwired access systems & install in about an hour

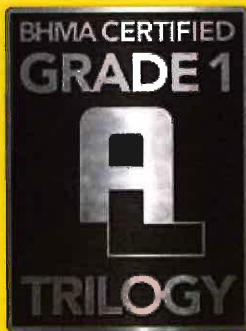
Save all the downtime and 1/2 the cost of hardwired systems



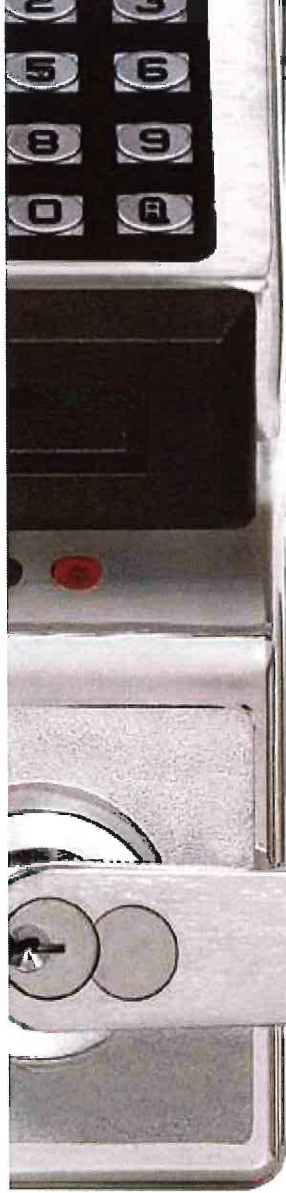
- **Provide access for up to 2000 users, with prox ID-cards or 3 to 6 digit codes** including: Master, manager, supervisor and basic user. Users are individually programmed to use a card only, code only, or, for the highest security, both card and code.
- **Built-in HID Prox reader** for entry with HID prox ID cards and keyfob credentials
- **Grade 1 BHMA Certified durability and rugged clutch mechanism** ensure long dependable life
- **Weatherproof performance for indoor and outdoor applications**, wide operating temperature range of -31°F to +151°F (-35°C to +66°C)
- **Electronic master key system with access customized to each user's hours** - Give each user access to common areas and/or their individual area(s) and do so defined by the actual times they are permitted entry there.
 - **Codes are fingertip programmable -or- downloadable via PC (with Free Windows-based Alarm Lock Trilogy Software)** or using optional Data Transfer Module
 - **ID Cards can be simply added locally by individually tapping them on the lock face -or- added in multiples in batch-enrollment with PC or optional Enroller Module**
 - **Easy to install in about an hour** retrofits most cylindrical locksets and cleanly retrofits mechanical digital locks' prep.
 - **Ideal ID-card access system solution, one door at a time** - especially when hardwire access system capacity, timelines or budgets run out.
 - **500 scheduled events save manpower.** Program events such as automatic locking or unlocking by daily, weekly or holiday schedule, etc. Includes 4 quick schedules for one-step set up of the 4 most common time schedules
 - **Real time clock** allows logging of events to within 1 second accuracy
 - **Up to 40,000 event audit trail with time/date stamp** for a printable record of door access activity by user
 - **Adjustable entry time allowance** from 3-15 seconds
 - **Greater security with "temporary keypad lockout" after 6 unsuccessful code-entry attempts** (adjustable from 1-9 attempts) - Attempts are also logged by time and date
 - **Programmable relays** energize when one or more selected events occur, e.g., in concert with a receptionist buzz-in application or with video cameras
- **Long-life battery operated;** uses 5 off-the-shelf AA batteries; 60,000 cycles, typical. Audible and visual low-battery alert.
- **Standard key override or interchangeable core models** accepting 6 or 7 pin cores from Arrow, Best, Falcon or KSP. Other IC core preps available
- **Available in standard Trilogy leverset (straight) or with regal (curved) lever**
- **Seven finishes;** polished brass (US3), satin brass (US4), antique brass (US5), polished chrome (US26), satin chrome (US26D), satin bronze (US10) and duronodic (US 10B).

New! PDL3000K

- Additionally logs mechanical key override use in audit trail. Available in standard key override or interchangeable core prep.



ALARM LOCK 124



KEYPAD: Weatherproof, all metal, 12-button programmable for multi-level access functions. Proximity antenna housing molded of ultra high strength, impact resistant Lexan®.

HID Proximity Reader: Built-in, weather-sealed HID reader supports virtually all HID cards and HID fob credential formats.

DOOR THICKNESS: 1 5/8" to 1 7/8" standard. For 1 3/8" doors use HW567 & HW569 spacers. For other other thicknesses, please consult factory.

BACKSET: 2 3/4" Standard. 2 3/8" backset also available.

AUDIT TRAIL: Lock's activity log can be extracted by using the AL-DTMIII (data transfer module), the AL-PCI2 (PC interface) and/or can be on-site printed using the AL-IR1 (hand-held infrared printer)

STRIKE: 1-1/8" x 2-3/4" T strike standard. With screws for wood or metal jambs. 1 1/4" x 4 7/8". ASA strike also included.

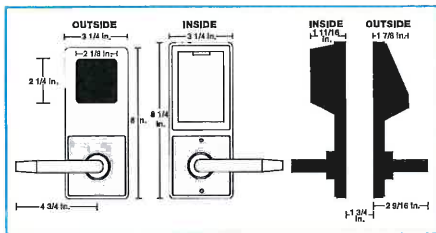
FINISHES: US3 polished brass, US4 satin brass, US26D satin chrome, US26 polished chrome, US5 antique brass, US10 satin bronze and US10B duronic.

DOOR PREP: Standard ANSI A115 Series Prep, modified by adding additional through-bolt holes.

COMPLIANCES: BHMA Certified Grade I, heavy duty cylindrical lockset, UL listed to the 10C Positive Pressure Specification. Latchbolt is UL listed and 3-hour fire rated, FCC certified. ADA compliant levers.

STANDARD KEY OVERRIDE CYLINDER: Solid brass 6 pin tumbler cylinder keyed 5, SCI keyway, furnished in all K.O. models. Tailpieces for Schlage (HW580) & Lori (HW620) cylinders (furnished).

INTERCHANGEABLE CODE MODELS: Accepts 6 & 7 Pin Cylinders from: Best, Arrow, KSP, Falcon and Kaba Peaks. Also available IC Core models for Yale, Medeco, Corbin/Russwin, Sargent and Schlage (Schlage IC available only with regal (curved) handle). *Alarm Lock tailpiece is supplied; IC Core is not included.*



POWER: 5AA alkaline batteries, supplied. Audible low battery alert, visual and audible entry indicators, 60,000 cycles typical.



Regal handle option

PROGRAMMING: Locking modes, event schedules, group, individual, master, management, passage, emergency service codes. Lockout, remote override capability and allowable entry time (3, 10 or 15 seconds), are programmable through the keypad, AL-DTMIII or Alarm Lock's DL-Windows PC Software.



Lever sets feature clutch mechanism ensuring longer life and complies with ADA specs providing barrier-free access to the disabled.

PDL3000K: Model logs mechanical key override use and has a standard interchangeable core prep.

Trilogy audit trail lock accessories

AL-DTMIII Data Transfer Module used to transfer program data from the PC (running DL-WINDOWS software) to the lock and receives audit trail from the lock. Can store data for up to 96 locks at a time.

AL-PCI2 Trilogy PC Software Kit Windows-format software kit used to program Trilogy lock, codes, schedules, view audit trail reports. Kit includes DL-WINDOWS software and (required) computer interface cable for use on serial port. Note: Requires DL-WINDOWS Software version 3.02 or higher.

AL-PCI2-U, As above, but with interface cable for USB port.

DL-WINDOWS Upgrade for Trilogy software version (software only). (Contained in two items above.)

AL-PRE: Prox Card Reader/Enroller Enables instant, automatic enrollment of Prox cards, keyfobs, tags into DL-Windows (Simply present the prox Card/fob device to the unit's faceplate to enroll—no need to be in the presence of the lock while enrolling—eliminates the need for keyboarding each badge's number). Supports all Prox cards, keyfobs and tags. Simultaneous card enrollment, downloading or uploading – all on just one serial port. 9V Battery operation.

AL-IR1 Infrared Printer Prints the event log and user code with wireless hand-held convenience (battery operated).

Model & Series:

PDL30 = Trilogy Prox Digital Lock
PL3000 = As above, less keypad

Trim:

00 = Straight Lever
75 = Regal Lever

Cylinder:

IC = Standard Interchangeable Core
Prep for
Best, Falcon, Arrow, KSP
(Note: No "IC" indicates standard K.O. cylinder.)

Finish:

/26D = US26D Satin Chrome
/3 = US3 Polished Brass
/26 = US26 Polished Chrome
/4 = Satin Brass
/5 = US5 Antique Brass
/10 = Satin bronze
/10B = Duronic

Special Order IC Prep:

-Y = Yale
-M = Medeco
-R = Sargent
-C = Corbin/Russwin
-S = Schlage (in regal lever)



ALARM LOCK

345 Bayview Ave, Amityville, New York 11701
1-800-ALA-LOCK • Fax 631-789-3383
www.alarmlock.com

Trilogy is a trademark of Alarm Lock. © NAPCO 12/2008
Patents and Patents Pending ALA156A

125



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TRILOGY PDL3000

Prox Card Lock with Audit Trail

★★★★★ [Reviews \(7\)](#) | [Customer Questions \(22\)](#)

In Stock

Eliminate keys so people can't lose them. From Government buildings to businesses of all sizes **Trilogy prox locks** quietly defend against the toughest security challenges by allowing safe, quick access to only authorized personnel.

SKU: PDL300026D

Finish

Key Override [Clear selection](#)

In Stock

1

ADD TO CART

18 people bought this product recently



For more information or ordering assistance, please call our Commercial Project Specialists at 877-362-5369 ext 9003

Features	Description	Specs	Trilogy Support	Reviews (7)	Customer Q&A (22)
----------	-------------	-------	-----------------	-------------	-------------------

- Heavy Duty, Grade 1 electronic dual PIN/Prox [cylindrical latch](#) lock. Underwriters Laboratory (UL) listed
- Compatible with any HID 125kHz prox cards 26-48bit
- Rugged clutch mechanism insures long life & durability
- Enrolled users gain access by card only, pin only, or highest security – card plus pin
- Program at lock, or via your laptop or desktop using Windows PC based software; requires [PC interface cables](#) in order to transfer your user data to the lock and download and review your audit trail. (software CD included with purchase of cables, or can be downloaded from Alarm Lock website)
- Desktop PC management requires [DTM-III](#) to transfer files from your computer to the lock
- **Real-time Clock** lets you scheduled up to 500 timed events, including holiday schedules. Program lock to auto lock at certain times, or auto-unlock. Program times when certain users or groups of users can gain access
- **2000 User Codes/Cards:** Master, manager, supervisor, and basic users
- Program one-time entry codes, quick passage mode, passage mode, emergency and service codes, and lockout codes



126

- First manager in scheduling – solves the snow day issue for schools (*"First Person In" stops unauthorized persons from gaining access to doors set on timed auto-unlock*)
- Weatherproof performance
- New! [Remote Release Kit](#) for 'Buzz-In'
- Program allowable entry time from 3-15 seconds – how long user has once they present prox card or pin before door relocks
- Greater security with "Temporary Keypad Lockout" after 3 unsuccessful code-entry attempts
- **Audit Trail;** time/date stamp for a printable record of all electronic activity. Audit trail of key override available in PDL3000K model, custom orders only
- Real-time clock allows logging of events to within 1 second of accuracy
- 4 Time-out functions allow a user to enable other users or unlock the lock for some time period without needing to return to the lock
- Easy to install. Retrofits most [cylindrical](#) locksets and digital locks
- Choose from multiple [architectural finishes](#)
- Available in standard key override and [interchangeable core](#) models accepting 6 or 7 pin cores from Arrow, Best, Falcon, or KSP, and removable cores from Schlage, Medeco, Yale, Sargent, Medeco, and Corbin (use your own cores in the lock, or you may order one from us [here](#)) Best and Schlage IC locks in 26D satin chrome generally ship same day, others may be subject to a lead time
- Backset: 2 3/4" included (2 3/8" available at checkout) [How do I measure?](#)
- Battery Operation: 5 AA's; appx. 60,000 cycles; low battery alerts
- Red / Black wires – External 7.5 VDC Power Source must be used for operation without batteries
- Audit trail capacity: 40,000 records
- Keypad: All metal, 12 button. All functions programmable through keypad/software. Proximity antenna housing molded of ultra high strength, impact resistant Lexan.
- Warranty: 2 year manufacturer



AUTHORIZED DEALER

GoKeyless is an authorized dealer for Alarm Lock. It is a highly esteemed role that is not easy to achieve or maintain. It requires great commitment to our customers. This provides many benefits to you including:

- Expert Advice
- Warranty Protection
- Free Basic Training
- Simple Returns

SHOP

MY ACCOUNT

CUSTOMER SERVICE

RETURNS



LETTER



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ALARM LOCK AL-DTMIII

Data Transfer Module

★★★★☆ [Reviews \(3\)](#) | [Customer Questions \(4\)](#)

In stock

SKU: AL-DTMIII

1

ADD TO CART



Features	Description	Specs	Reviews (3)	Customer Q&A (4)
<p>When you need a quick way to transfer your user data and schedules from your desktop or laptop PC to your lock(s), then be sure to add this accessory item to your order - it will save you time. How do I use this? It's a snap. You'll key-in your users and timed lock/unlock schedules into the software on your desktop PC or laptop, and then connect the USB interface cable (sold separately at checkout) to the DTM's cable. Next, you download your information from the computer to the DTM. Then you take your DTM to the lock for uploading. You can also use the DTM to retrieve the audit trail from the lock and then display onto your computer for review. A popular use for multiple locks is to create a "shell" of data using your software and then download that "shell" on to this module. You can then move from lock to lock on your property and upload your user information and timed lock/unlock schedules. The DTM-III can transfer data for up to 200 locks at a time.</p>				

ACTION ITEM – E

DATE: October 19, 2022
RE: RV Park Main Waterline Change Order #3
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- Original bid and design did not include a new water main line.
- Port has had to dig up many sites to repair main line.
- There are no shut offs to isolate sites in the event of a broken line.

DOCUMENTS

- Estimate to replace 2" main water line, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve option _____ and add change order #3 to cost.

MCLENNAN EXCAVATION, INC.

CCB# 195758 CSLB#982104

98109 N. BANK CHETCO RIVER ROAD

BROOKINGS, OR 97415

Date: 10-14-2022
Attention: Travis Webster
Project: Port of Brookings Harbor Beachfront RV Park

Change Order 3

Proposal & request for change order for additional work performed outside of contract:

Locating, replacing, and connecting 2" water main with either SCH 40 PVC or SCH 80 PVC, with 3/4" laterals of either SCH 40 OVC or SCH 80 PVC. Running in the same trench as the electrical conduit with a 3-foot trench. Adding 6 addition shut off valves along the main line and 1 3/4" curb stop at each of the 38 sites.

Option 1: Sch 40 PVC	Lump sum	\$25,661.16
Returned materials		-\$ 2,011.61
Option 1 Total		\$23,649.55
Option 2: Sch 80 PVC	Lump sum	\$28,442.79
Returned materials		-\$ 2,011.61
Option 2 Total		\$26,431.18

Option 1
Total Estimated Increase for McLennan Excavation Contract \$23,649.55
Option 2
Total Estimated Increase for McLennan Excavation Contract \$26,431.18

Accepted and Approved

This _____ day of _____, 2022

BY: _____
Printed Name: _____
Entity: _____

INFORMATION ITEM – A

DATE: October 19, 2022
RE: Events
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- Discussion on past events, things to improve, things that went well.

INFORMATION ITEM – B

DATE: October 19, 2022
RE: Port Manager Update and Special Meeting Schedule
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- To set (2) special meeting dates for review of applicants and interview with the selected candidates.

DOCUMENTS

- Staff will update timeline and send out with confirmed meeting dates

INFORMATION ITEM – C

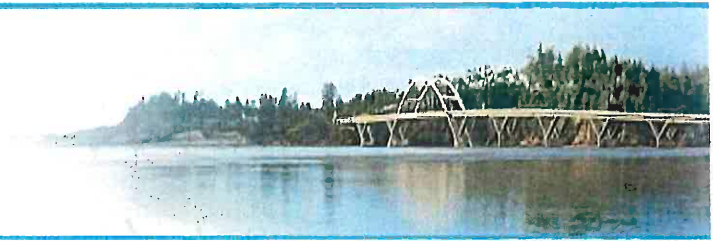
DATE: October 19, 2022
RE: OPPA Conference
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Harbormaster and Acting Manager

OVERVIEW

- September 29 & 30th Travis, Danielle and Ken Range attended Oregon public Ports Association in Newport.

DOCUMENTS

- OPPA Agenda, 1 page
- Attendance List, 1 page



The Ports of Alsea, Toledo and Newport and the Oregon Public Ports Association invite you to attend the OPPA Annual Conference! This event is our members' best opportunity for networking with colleagues and elected officials from other entities, attending educational and informative sessions pertinent to Oregon's port districts, and conducting Association business.

Register Now! <https://cvent.me/rDGEao>

AGENDA

Thursday, September 29th

6:00-8:00pm: Welcoming Reception and Dinner

Starfish Room: Best Western at Agate Beach, 3019 N Coast Hwy. Newport, Oregon

Free for OPPA Members. Registration includes dinner on Thursday and continental breakfast and lunch on Friday. \$35 for guests who attend dinner on Thursday.

Friday, September 30th

Cove Room: Best Western at Agate Beach, 3019 N Coast Hwy. Newport, Oregon

7:30 - 8:30am: Breakfast

8:30 – 8:45: Welcome and Introductions – John Burns

8:45 – 9:30 A conversation with members of the Oregon Coastal Caucus

Rep. David Brock-Smith

Senator Dick Anderson

Rep. Suzanne Weber

Senator Rachel Armitage (video link)

9:40 – 11:00 – OPPA Business Meeting

Adoption of Previous Meeting Minutes

DC Report from Ray Bucheger (9:50)

Nominations and Elections - OPPA Executive committee

OPPA Budget Discussion

OPPA Goals - Past and Future

Proposed 2023 Meeting Calendar

Legislative Update

11:00 – 12:00 – Funding Opportunities



USDA Rural Development – Director Margi Hoffman - *wastewater grants*

MARAD – Travis Black - *25% 5million minimum - Country wide*

OBDD – Courtney Flathers

Oregon State Marine Board- Janine Belleque

Oregon Department of Aviation – Heather Peck

Noon – 1:00: Lunch - Box lunches – Conclude any remaining business from previous and network.

1:30 – 2:30 – Tour of the Port of Alsea

First Name	Last Name	Company
Janine	Belleque	Oregon State Marine Board
Randi	Bishop	Port of Alsea
Rob	Bishop	Port of Alsea
Michele	Bradley	Port of Tillamook Bay
Aaron	Bretz	Port of Newport
Josh	Bruce	EDA-UC, Institute for Policy Research and Engagement, UO
Becky	Bryant	Business Oregon
JAMES	BURKE	Oregon Coast Aquarium
John	Burns	Oregon International Port Of Coos Bay
Sean	Clark	Port of Columbia County
Roxie	Cuellar	Port of Alsea
Chris	Cummings	Oregon Business Development Department
Courtney	Flathers	Business Oregon
Christopher	Frazier	Business Oregon
Chuck	Gerttula	Port of Toledo
Kevin	Greenwood	Port of Hood River
Jeff	Griffin	Port of Bandon
Olga	Kaganova	Port of Cascade Locks
Danielle	King	Port of Brookings Harbor
Andrea	Klaas	Port of The Dalles
Mark	Landauer	Special Districts Association of Oregon
Meliah	Masiba	Oregon Department of State Lands
Saindon	Mike	Port of Garibaldi
Paula	Miranda	Port of Newport
Melissa	Murphy	Business Oregon
Scott	Neufeld	Special Districts Association of Oregon
melanie	olson	Business Oregon
Anthony	Pena	Pacific Northwest Waterways Association (PNWA)
Deanna	Quimby	USDA Rural Development
Ken	Range	Port of Brookings Harbor
Kelley	Retherford	Port of Newport
Robert	Salisbury	Port of Columbia County
David Brock	Smith	Oregon Legislator
Kelly	Stewart	Port of Siuslaw
Frank	Stratton	Special Districts Association of Oregon
Gilbert	Sylvia	Port of Newport
Jennifer	Toepke	Port of The Dalles
Ivo	Trummer	Port of Portland
David	Ulbricht	Special Districts Association Of Oregon
Travis	Webster	Port of Brookings Harbor

INFORMATION ITEM – D

DATE: October 19, 2022
RE: Boat Yard Clam Shelling
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Harbormaster and Acting Manager

OVERVIEW

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

DOCUMENTS

- Quote from West Coast Contractors, 1 page
- Quote from Billeter Marine, LLC, 1 page
- Quote from Legacy Contracting Inc, 1 page



Building Strong Foundations for a Better Future

October 13, 2022

61050 Highway 101
Coos Bay, Oregon 97420

Port of Brookings
16330 Lower Harbor Rd
Brookings Oregon 97415

p. 541.267.7689
f. 541.269.1600

Attn: Jack Akin emc@emcengineersscientists.com

westcoastcontractors.com

RE: Port of Brookings Dredging 2022

OR Contractors Board #63710
CA Contractors License 511500 Class A, B
WA Contractors License WestCC199207

We are pleased to quote the following Items:

- Mobilization/Demobilization \$ 107,569.00
- Dredging Material – 5000 CY \$ 19.00/CY \$ 95,000.00
 - o Material to be Stock piled directly adjacent to the dredging operation upland
 - o WCC Plans to install straw wattles on the water side of the stock pile area and Turbidity Curtain around the dredging Area
 - o Volume Calculations for payment is based off survey of material at disposal site
 - o Disposal Site to be Cleared

Total **\$ 202,569.00**

General Contractor/Owner is to provide a staging area and access to the work locations for our equipment and materials.

Obstructions encountered during dredging will be considered and billed for as a change in the scope of work. Price is based on contractor and owner agreeing on a mutually agreeable schedule.

Prices Exclude:

- Permit
- Bond
- Survey, Layout, & Staking
- Locate and/or relocate of utilities
- Engineering
- Traffic Control
- Additional Transportation of Rock

TERMS:

Payment is due 30 days from date of invoice. Customer agrees to pay 1.5% interest per month (18% APR) for late payment.

This Proposal is good for 30 days.

Thank you for the opportunity to provide a proposal for this project. Please call if you have any questions.

Sincerely,

Chad Walker



Billeter Marine, LLC

520 3rd Court
Coos Bay, OR 97420

Ph: 541.269.8600
Fx: 541.266.0532

To: EMC-Engineers/Scientists, LLC	Contact:
Address: Attn: Jack Akin, 1867 Williams Hwy Grants Pass, OR 97527 US	Phone: 541-261-9929
Project Name: Port Of Brookings - Travel Lift Dredging	Fax:
Project Location:	Bid Number:
	Bid Date:

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1	Mobilization	1.00	LS	\$16,759.00	\$16,759.00
	2	Erosion, Sediment Control & Turbidity Curtain	1.00	LS	\$8,664.00	\$8,664.00
	3	Remove Rock From End Of Culvert Discharge And In Travel Lift Slip	5,000.00	CY	\$24.00	\$120,000.00

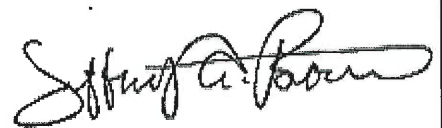
Total Bid Price: \$145,423.00

Notes:

- The above prices do not include Permits. If permits are to be obtained by Billeter Marine, LLC an extra charge of 75.00 per hour plus materials (if any) will be charged in addition to the proposal amount
- Billeter Marine, LLC reserves the right to pass on any material price increases that occur between the time this quote was given and the time of construction.
- Quote good if accepted in writing within 7 days. Please sign and return one copy of this proposal to signify an acceptance of this quote and its terms and conditions as stated or feel free to call me if you have any questions. Our CCB# is 166653
- Any additional work will be billed on a cost plus 10% basis.
- All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the agreed upon price. All agreements contingent upon strikes, accidents or delay beyond our control. Owner to carry fire, tornado, and other necessity insurance. Our workers are fully covered by Workmen's Compensation Insurance.
- Billeter Marine, LLC reserves the right to make progress billings on projects with durations greater than 1 month. This contract is to be paid in full within 30 days from the date the work has been substantially completed. Interest at the rate of ONE AND ONE-HALF (1-1/2%) PER MONTH (18% PER ANNUM) will be charged on all balances not paid when due. In the event legal action is necessary to enforce the contract, the prevailing party will be entitled to court costs and reasonable attorney fees.
- The prevailing party in any action or suit is entitled to costs and attorney fees. This receipt evidences a purchase as provided for in the ACCOUNT Plan Agreement between Billeter Marine, LLC and the above-named Purchaser. All provisions and agreements contained in the Account Plan Agreement, if applicable, are hereby incorporated by reference.
- If payment(s) are to be made using a credit card, Billeter Marine, LLC will charge an additional processing and handling fee of 3% of the amount(s) charged to offset bank charges.

Payment Terms:

Payment for project to be set forth in contract

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Billeter Marine LLC</p> <p>Authorized Signature: </p> <p>Estimator: Jeff Brown 541-269-8600 jeff@billetermarine.com</p>
---	--

October 10, 2022

To: Jack Akin
 EMC-Engineers/ Scientists, LLC

Travis Webster
 Port of Brookings

Re: Port of Brookings – Maintenance Dredging 2022

Scope of Work

LCI to mobilize 3900W Crane, clam shell bucket, turbidity curtain, and boat to place turbidity curtain and then clam accumulated gravels from shore only. LCI will stockpile gravels on bank for Port disposal. LCI anticipates 18 work days to perform the dredging/ stockpile work.

Basis of Quotation:

1. Documents/ Photos provided via email by EMC-Engineers/ Scientist
2. See Attached Highlighted Area
3. Dredging to occur in December 2022

Pricing:

Description	Unit	Qty	Unit Price	Total Price
Mobilization	1	LS	\$88,785.00	\$88,785.00
Dredging & Stockpile	5,000	C.Y.	\$23.50	\$117,500.00
Total				\$206,285.00

Conditions

1. Port to offer hoisting assistance to LCI to assemble crane at no cost to LCI
2. Port to provide level area to for LCI to operate crane during clam operations
3. Port to provide erosion control for stockpile area
4. Port to ensure all overhead utilities are removed during LCI clam operations
5. Port agrees LCI not responsible for any damage to underground utilities

Exclusions

1. All survey
2. All Traffic Control
3. Erosion Control for stockpile
4. Utilities
5. Utility locates (above & below ground)
6. Potholing for Utilities
7. Permits
8. Gravels beneath Travel-Lift dock